

General Terms and Conditions of Sale and Delivery

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Pranic Energy
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1. Validity of the General Terms and Conditions

By signing this agreement, you accept and agree that these general terms and conditions of Pranic-Energy (hereinafter referred to as "we", "us", "our") shall form an integral part of the present agreement.

2. Offers

Our offers are subject to change and stock availability.

2.1. E-Business Offers

We are not bound by the provisions under Sections 9 and 10 of the ECG (Austrian E-Commerce Act).

2.2. Offers in Distance Selling; the Right of Withdrawal

2.2.1. Online Orders of Merchandise

A customer who is a consumer within the meaning of the Consumer Protection Act shall be entitled to withdraw from a distance-selling contract or contractual commitment within seven (7) working days of receipt of goods.

The customer may cancel and withdraw from the contract, without giving a reason, by sending us written notice within the cooling-off period of seven (7) working days, whereby Saturday shall not be regarded as a working day.

In the case of cancellation, the purchase price shall be refunded in part or in full only on receipt of the returned goods. The customer is responsible for all return shipping costs.

The merchandise must be returned in the original packaging in an unused and fully resalable condition. In the case of articles that show signs of wear or that have damaged packaging, we will deduct an amount commensurate with the reduction in value of said articles. The same applies if auxiliary goods or parts are missing when the merchandise is returned.

The cost of returning goods to us shall be borne by the customer. If for any reason the full shipping costs of returning the goods are not pre-paid by the customer, we reserve the right to either deduct an appropriate amount from the refund or to charge the customer.

Audio or video recordings, such as CDs, DVDs, videos, and similar products, as well as computer software, may only be returned in a sealed, unopened condition.

2.2.2. Online Orders of Services

Customers who are consumers within the meaning of the Consumer Protection Act shall be entitled to withdraw from a distance-selling contract or contractual commitment within seven

(7) working days. The cooling-off period begins with the day the contract is concluded, whereby Saturday shall not be regarded as a working day. It is sufficient to send the notice of cancellation within the time limit. No reason is necessary for the withdrawal. In the case of cancellation, the price shall only be refunded in part or in full, conditional on the return of services already provided. Services provided shall be returned to the extent possible; and the customer may no longer use, take advantage of, or derive benefit from them – not even in part. For any services already consumed, an appropriate consideration shall be retained by us. Any possible costs incurred for the return of services shall be borne by the customer.

The right of withdrawal, however, shall not apply if the agreement provides for the delivery of services to begin during the cooling-off period.

3. Protection of Plans and Documents; Confidentiality

Plans, sketches, cost estimates, price lists, and other documents, such as brochures, catalogues, samples, presentations, and the like remain our intellectual property. Any application – in particular, the distribution, reproduction, printing, or transmission to third parties, including merely copying excerpts – of this material requires our express written consent.

We may request the return at any time of all of the above-mentioned documents, which shall revert to us immediately and automatically should the contract not be concluded. Our contractual partner (the customer) shall additionally agree to non-disclosure to third parties of the knowledge gained from the business relationship.

4. Prices: Goods and Services

Should no written notice of objection to our invoice be sent within a period of seven (7) days, said invoice shall be considered as accepted. We shall be expressly entitled to issue partial invoices if the deliveries or performance of services have been made in parts.

All of our stated prices, unless explicitly noted otherwise, shall be exclusive of Value Added Tax: it will be included in the invoice separately at the current legal rate at the time of invoicing.

5. Terms of Payment: Due Date, Partial Payment, Discounts

Unless otherwise stated in this contract, the price of sale/services rendered shall be paid in full at the time of the conclusion of the contract.

6. Late Interest

Even if the customer is blameless in default of payment, we are entitled to impose late interest charges at a rate of ten per cent (10%) per annum above base rate. We retain the right to claim compensation for demonstrable losses resulting from bank credit at higher interest rates.

7. Reminder and Collection Fees

In the case of default of payment, the contractual partner (customer), regardless of any negligence or fault, shall be liable for any costs associated with reminders and collection fees, insofar as corresponding legal prosecution has been rendered necessary and the costs are commensurate with the outstanding amount, whereby in particular, the customer shall pay the costs incurred by us should it become necessary to engage the services of a debt collection agency, provided these costs do not exceed the maximum remuneration allowable to such agencies in accordance with the regulations laid down by the BMWA (Federal Ministry of Economics and Labour of the Republic of Austria). If we carry out the reminder process ourselves, the debtor shall pay an amount of twelve euros (€12) per reminder, as well as an amount of five euros (€5) per half year for the administration of debts and

reminders. In addition, it shall be incumbent upon the customer to pay any further damage, including, but not limited to, that damage we incur by having to pay any possible bank credit at higher interest rates due to the customer's default of payment, regardless of any negligence or fault on the customer's part.

8. Transport; Risk of Loss

In the absence of an expressly converse agreement, our contractual partner (the customer) shall bear the costs and risk of transport for deliveries.

9. Retention of Title

The goods shall remain our property until complete payment of the purchase price and all charges and expenses has been made. Resale is only permitted if we have been notified in good time and in advance of the name of the individual or company and the exact (business) address of the customer and we agree to the sale. If we approve, the purchase-price claim is deemed to have already been assigned to us and we are authorised at any time to notify the third party of this assignment. In the case of multiple invoices, the debtor's payments shall be primarily assigned to those of our receivables that are not (any longer) secured by title retention or other security devices.

The customer agrees that we may repossess the goods at any time and at the customer's cost if there is even a partial delay of payment.

In asserting claims pertaining to retention of title or the repossession of goods, the right of withdrawal from the contract shall only apply when it has been expressly stated.

10. Place of Performance

The place of performance of our service, as well as for the compensation therefor, shall be the 1140 Vienna.

11. Failure or Delay of Delivery or Services

The purchaser/orderer of services shall agree to accept slight delays beyond the delivery date without being entitled to claim damages or to withdraw from the contract.

11.1. Default of Acceptance

In the event our contractual partner (the customer) fails to take delivery of the goods, we shall be entitled either to store the goods ourselves, for which we may levy a charge of one per cent (1%) of the net value of the purchase price of the goods/service per calendar day, and concurrently insist on the fulfilment of the contract, or else, after giving a reasonable period of notice of at least two (2) weeks inclusive, to rescind the contract and dispose of the goods otherwise. In this latter case, moreover, we reserve the right to claim a flat-rate compensation for damages from the customer of fifty per cent (50%) of the agreed gross purchase price.

12. Cancellation and Penalty Fees

The customer has the right, against payment of a cancellation fee (penalty fee) in the amount of fifty per cent (50%) of the purchase price/compensation for services, to withdraw from the contract, without giving a reason (Section 909 of the ABGB [Allgemeines bürgerliches Gesetzbuch], the Civil Code of Austria).

13. Alteration of Service

We reserve the right to make any objectively justified and reasonable changes to our service or delivery obligations, which shall be deemed to have been accepted by the customer in advance. This particularly applies to newer editions of books, CDs, or other audio and video recordings.

14. Warranty

Apart from any cases in which the right to cancellation of sale exists by law, we reserve the right to satisfy a warranty claim by means of repair, replacement, or price reduction, at our choice.

The onus is on the customer to prove that the defect in question was present upon delivery of the merchandise.

The merchandise shall be examined immediately upon receipt. The seller shall be notified of any defects found, including the nature and extent thereof, immediately, and no later than within seven (7) days of delivery.

Any hidden defects shall be reported immediately upon their discovery. In the case of defects which are not notified, or not notified within the time limit, the merchandise shall be regarded as approved. Any assertion of warranty or damage claims, as well as the right to cancel the contract due to defects, shall be excluded in these cases.

The warranty period is twenty-four (24) months as from the date of delivery/performance of service.

14.1. Recourse Claims Pursuant to Section 933b of the ABGB (Allgemeines bürgerliches Gesetzbuch) [the Civil Code of Austria]

Any recourse claims according to Section 933b of the Austrian Civil Code shall be excluded.

15. Compensation for Damages

Damage claims in cases of ordinary negligence shall be excluded. This exemption from liability shall not apply to damages arising from personal injury.

16. Limitation of Liability

All claims for compensation lodged against us by a contractual partner (customer) or third parties under the section "Product Liability" of the Product Liability Act shall be excluded, unless the party entitled to recourse proves that the defect is attributable to causes within our control and is attributable to at least gross negligence on our part.

We wish to stress that we accept no liability, nor do we make any promises of success, for the use or application of the products we offer for sale. This applies in particular to the contents of all books, CDs, or other sound and video recordings, as well as for the hand sanitizers and all other products we offer for sale.

17. Set-Off

A set-off or counterclaim, irrespective of type, against our claims shall be excluded.

18. Non-Assignability

The claims of a customer against us may not be assigned without our express written consent.

19. Prohibition of Refusal of Service and Right of Retention

Justified complaints shall not entitle the customer to retain the entire invoice amount, but only an appropriate portion thereof.

20. Formal Requirements

To be effective, all agreements, modifications, amendments, subsidiary agreements, and the like shall require the written form, with a physical or secure electronic signature attached.

21. Governing Law

This contract is governed by, and construed in accordance with, Austrian substantive law.

22. Place of Jurisdiction

Any disputes arising out of or in connection with this contract shall be submitted to a court of competent jurisdiction for our registered place of business. Nevertheless, we retain the right to bring proceedings as to the substance of the matter in the courts of the country of the contractual partner's principal place of business or residence.

For all proceedings arising from contractual disputes to be brought against a customer whose domicile, habitual residence, or place of employment is Austria, the court of jurisdiction shall be that in which the customer has its domicile, habitual residence, or place of employment. For those customers with no place of residence in Austria at the time the contract is concluded, the legal venues shall apply.

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