

## **Terms and Conditions (T&C)**

### **Evolution GmbH**

#### **01. Scope**

These terms and conditions (hereinafter referred to as T&C) of Evolution GmbH (hereinafter referred to as Evolution) form the basis of all current and future deliveries and services.

Deviating regulations are not binding on Evolution, even if they are not expressly excluded and if these deviating conditions contain the explicit condition that they must be valid, unless their validity has been agreed in writing.

#### **02. Offers and Conclusion of Contract**

All offers made by Evolution, unless otherwise agreed in writing, are always subject to alteration and non-binding. Information given in (advertising) media is always non-binding and must be understood as being subject to errors, changes and misprints.

The contract is concluded by delivery of the goods or written confirmation. The order confirmation generated by placing an order in the online shop does not conclude a contract, this only confirms that the order was received.

Information on product composition and effect are also only binding in conjunction with explicit written confirmation for the relevant business transaction. Slight deviations from product information are considered to be permitted where they are reasonable for the contracting party.

#### **03. Delivery**

Shipping is carried out by a company commissioned by Evolution. All deliveries are at the expense and risk of the buyer.

The customer must immediately, but at the latest on the next working day after receipt of the products, report to Evolution, in writing, any transport damage and missing quantities, excluding all other rights and claims arising from this. Visible transport damage (such as a damaged box) must be described in detail on the delivery receipt of the carrier, otherwise all claims are forfeited, a note stating "accepted with reservations" is not sufficient!

For orders before 4pm, the delivery time is usually 2–3 business days from receipt of payment.

#### **04. Default of Acceptance**

If the customer does not accept the goods, Evolution shall be entitled, after setting a reasonable period, to either withdraw from the contract or to demand the purchase price and damages for non-performance. Evolution reserves the right to charge customary fees for storage of goods or for rescission of the transaction in case of non-acceptance.

## 05. Price

The prices shown in the shop apply in each case.

## 06. Payment

The purchase price must either be transferred in advance to Evolution or paid by credit card. Within Austria cash on delivery is also possible. In case of prepayment, the following bank details are to be used:

For customers from Austria:

IBAN: AT 07 12000 505 756 10800 (made payable to EVOLUTION GmbH.)

BIC: BKAUATWW (Bank Austria Villach)

For customers from Germany:

IBAN: DE 07700202700665876594 (made payable to EVOLUTION GmbH.)

BIC: HYVEDEMM (Bayerische Hypovereinsbank München)

For customers from other EU countries:

free of charge for European standard transfer to Bank Austria Villach

For customers from other countries:

Choose any of our bank details.

## 07. Warranty and liability

From the moment of delivery, Evolution grants a warranty for six months, stating that the delivered goods have the agreed characteristics, subject to compliance with any operating and maintenance standards and when stored and used under normal commercial and customary conditions. After expiry of this six-month period from handover, any assertion of warranty claims is excluded, even in the case of hidden defects. The inspection and complaint obligations of §377 and 387 HGB, as valid for merchants remain unaffected.

Damage caused by improper handling or unusual external influences (moisture, heat, cold) are expressly excluded from any warranty, guarantee and/or damages.

## 08. Right to return & return of goods

Customers who are consumers within the meaning of the Consumer Protection Act may withdraw from a contract concluded by distance selling (or a declaration of willingness to enter into a contract made by distance selling) within a period of 7 calendar days from receipt of delivery of the ordered goods.

It is sufficient if the rescission notice is sent by the deadline, no reasons need to be given. Saturdays, Sundays and public holidays are included for the calculation of the deadline. However, 7 working days (excluding Saturdays, Sundays and public holidays) are available.

In the case of withdrawal, a total or partial refund of the purchase price will be given only upon return of the goods received by the customer.

Amounts already paid will be returned immediately. Evolution reserves the right to make claims for compensation if the goods show signs of wear or damage or are not returned with the complete scope of supply, including packaging.

**Please send the goods to:**  
EVOLUTION GmbH  
Hausergasse 28  
A-9500 Villach (Österreich)

All returns to Evolution must be free of transport and incidental costs and made after requesting a return number, the sender carries the risk of transit. The goods must be in perfect and complete condition (packaging, accessories, etc.).

Evolution is not responsible for damage caused by bad packaging which occurs during return of the product. Warranty claims are only available to the actual customer and cannot be assigned.

### **09. Data protection**

The buyer expressly agrees that his company or personal data which is necessary for the legal transaction will be electronically recorded and processed. Evolution will respect all data protection regulations and will not use data for marketing purposes without explicit approval. The data will under no circumstances be passed on to uninvolved third parties.

Further information on our use of data can be found on our website and in the online shop on the "Privacy" page.

### **10. Jurisdiction, place of performance and applicable law**

The exclusive place of performance of the purchase contract is Villach. The place of jurisdiction for all disputes is exclusively the relevant court in Villach as agreed. Evolution is also entitled to file complaints with other courts.

By way of derogation, mandatory consumer law provisions at the place of residence as well as the court of domicile of the consumer shall be deemed to be factually and regionally competent as agreed. For all business transactions, Austrian law is to be exclusively applied, under express exclusion of the UN Sales Convention.

If any provision of these terms and conditions, for example, in the context of other agreements should be found to be invalid or ineffective, the validity of all other provisions shall not be affected. The contracting parties are then obliged to agree on a new provision which comes closest to the purpose of the ineffective provision.

For consumer transactions within the meaning of the KSchG, the T&C are effective, as far as they do not contradict the mandatory provisions of the KSchG.

### **11. Acceptance and modification of the terms and conditions**

Evolution GmbH is entitled to alter the terms and conditions and to inform customers – also by e-mail – of the change. If the customer does not object to these changes in writing within a period of 10 days from receipt, these shall be deemed to be accepted and agreed by the customer.

As of: January 2019