

GENERAL TERMS AND CONDITIONS

OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH
 VALID AS OF JUNE 2018

Concerning orders of web shop articles

I. VALIDITY AND SCOPE

1. These General Terms and Conditions (Terms) are applicable to customers who want to order web shop articles at www.qualityaustria.com. The web shop is operated by Quality Austria - Trainings, Zertifizierungs und Begutachtungs GmbH (hereinafter referred to as Quality Austria or **qualityaustria**). The web shop offers articles of Quality Austria and of the Austrian Society for the Promotion of Quality („OQA“). The conditions on which articles are offered in the web shop are set forth hereinafter. By placing an order, a customer accepts and agrees to be bound by such conditions.
2. Quality Austria reserves the right to amend these Terms at any time without prior notice. Any amendment shall be applicable only to new orders and shall not affect any orders placed before publication of the amended Terms on the website.
3. Any deviating conditions (e.g. standard terms and conditions, terms and conditions of purchase or terms of payment) of a customer shall not be applicable.
4. Any registration for courses (e.g. training courses, exams, seminars, refreshing courses, in-house trainings and workshops) shall be subject to the General Terms and Conditions for Services of Quality Austria - Trainings, Zertifizierungs und Begutachtungs GmbH concerning personnel certification and education and training.

II. ORDERS, CONCLUSION OF A CONTRACT

1. A customer may select articles in the web shop and add these to his or her „basket“ by clicking on the „Add to basket“ button. By clicking on „My basket“, a customer can check the articles added to the basket and continue the order process or change the amount and remove articles. When continuing the order process the customer must initially decide whether the invoice should be issued to a company address or a personal address and then click on the „Complete registration/order information“ button. To place an order, the customer must provide all mandatory information in the order form.
2. By clicking on the „Complete registration/order“ button, the customer completes the order process for the articles placed in the basket and submits a binding offer. Receipt of the order is automatically and immediately confirmed to the customer by email to the address indicated („Receipt of Order“). A Receipt of Order is no valid acceptance by Quality Austria but only informs the customer that the order was properly delivered.

3. A contract is not concluded until acceptance of the order in the form of a written confirmation of order by Quality Austria or by OQA if the articles ordered are OQA articles, or until actual execution of the order (shipment of articles).
4. If the articles ordered are no longer available or if the customer's order cannot be accepted for any other reason, Quality Austria will notify the customer without delay.

III. PRICES

1. Prices are as disclosed in the web shop. Unless otherwise stated, all prices indicated are in € (Euro) exclusive of VAT and exclusive of shipping charges. The prices of the various articles, the shipping charges and the total sum are expressly indicated during the order process.

IV. TERMS OF PAYMENT

1. Payment of the articles ordered is made on account. The invoice amount is payable without deduction within 14 days of receipt of an invoice.
2. In case of late payment, Quality Austria may charge statutory default interest. In addition, handling fees of € 10.00 per reminder, all collection charges incurred and necessary for bringing an action as well as any costs for bringing an action may be charged.
3. Any objection to invoices must be asserted in writing with Quality Austria within 14 days of receipt of an invoice and accompanied by a statement of reasons. Failure to raise any objection within said period shall be deemed an acknowledgment of the invoice. The customer will be separately informed thereof.
4. A customer may set off claims of Quality Austria only with counterclaims established by court or expressly acknowledged by Quality Austria on a case-by-case basis. This shall not apply to consumers.

V. DELIVERY AND RETENTION OF TITLE

1. The articles offered in the web shop are delivered only to Austria and Germany.
2. The articles ordered are sent to the customer's delivery address indicated during the order process.
3. Unless otherwise stated, deliveries are usually made within 14 days of receipt of an order.

4. Quality Austria and/or OQA retain title to the articles ordered pending full payment.

VI. CONSUMERS' RIGHT OF RECESSION

1. Consumers have a statutory right of recession under the Austrian Distant Selling Act [FAGG]. More information can be found in the document „Legal information for consumers“.

VII. DATA PROTECTION

1. Any personal data disclosed by the customer when placing an order (including, but not limited to, name, email, invoice address, delivery address, shop articles) will be electronically stored and processed for the purpose of handling orders. Processing is necessary for executing and performing the contract and will take place on the basis of Art 6 (1) (b) GDPR. If a contract is executed, any order, invoice and payment data will be processed for accounting purposes and stored until the end of the statutory preservation periods (usually 7 years). For the purpose of delivering the goods, the delivery address will be disclosed to the Austrian postal services or to any parcel service.
2. By separate consent which may be withdrawn by the customer at any time or if there is any overriding legitimate interest, Quality Austria will use the customer's personal data (title, name, address, email address) to send the customer by mail, email or any other communication channel information and advertising materials concerning **qualityaustria's** training, verification and certification services and products as well as news and other customer information which may be of interest to the customer, as long as the customer has not withdrawn his or her consent or objected to processing for direct marketing purposes.
3. Quality Austria points out that pursuant to applicable data protection laws, data subjects have the right to access their personal data which have been processed as well as a right to rectification, erasure, restriction of processing and data portability. The right to erasure of data may be limited in the cases referred to by law, especially due to statutory preservation obligations Quality Austria needs to satisfy, or based on any overriding interest of Quality Austria. In addition, in the cases referred to by law, any data subject may object to the processing of his or her personal data. Data subjects may object to any future use of their personal data for direct marketing purposes at any time, free of charge and without giving any reason. Data subjects also have a right to lodge a complaint with the data protection authority. Any information concerning the exercise of rights by data subjects and concerning data protection provided by Quality Austria is available at datenschutz@qualityaustria.com.

VIII. LIABILITY OF QUALITY AUSTRIA

1. If the customer is an entrepreneur, Quality Austria is generally liable to the customer only for any violation of its contractual obligations by intent and recklessly gross negligence, subject to the following provisions. Any liability of Quality Austria is limited to typically foreseeable damage incurred by the customer and shall not exceed the amount of compensation for underlying services agreed by contract and paid when due. Quality Austria disclaims any liability for lost profit, any consequential damage caused by defect, or any direct and indirect damage. Unless any claim for damages is asserted in court

within six months of the eligible party becoming aware of such damage, and at least within two years of the event triggering a claim, any such claim shall become statute-barred.

2. If the customer is a consumer, Quality Austria is not liable for any slightly negligent breach of duties, except for any breach of contractual primary duties, personal injury and liability under the Austrian Product Liability Act. In case of any slightly negligent breach of contractual primary duties, **qualityaustria's** liability is limited to typically foreseeable damage incurred by the customer and shall not exceed the amount of compensation for underlying services agreed by contract and paid when due. Quality Austria disclaims any liability for lost profit, any consequential damage caused by defect, or direct and indirect damage.

IX. FINAL PROVISIONS

1. If one or more provisions of these Terms are invalid, this shall not affect the validity of the remaining terms hereof.
2. The contract shall be governed by and construed in accordance with Austrian law, without giving effect to the conflict of law rules and the UN Sales Convention.
3. All disputes arising from or in connection with this contract shall exclusively be referred to the courts in the first district of Vienna [Innere Stadt]. Consumers shall be subject to the statutory places of jurisdiction.