

General Terms and Conditions for the Kelly Fanshop (as amended "GTC Kelly Fanshop")

Operator of the webshop and contractual partner:

WERTPRÄSENT GmbH
Carl Auer-von-Welsbach-Straße 17
4614 Marchtrenk
E-Mail: kellys@wertpraesent.com
FN 188571 k
Register Court: Regional Court Wels
VAT no.: ATU74758826

Questions, information, enquiries or complaints about the Kelly Fanshop (<https://shop.kelly.at/en/>) should be sent to the following address:

WERTPRÄSENT GmbH
Carl Auer-von-Welsbach-Straße 17
4614 Marchtrenk
E-Mail: webshopsupport@wertpraesent.com
Tel.: +43 7242 / 93 696 – 4311

I. Scope of application

1. These GTC Kelly Fanshop apply to all legal transactions concerning the purchase of goods in the Kelly Fanshop in the version valid on the day of the order. Any conflicting or other general terms and conditions and/or other terms and conditions of the customer are expressly rejected, irrespective of their designation, unless WERTPRÄSENT GmbH expressly agrees to their validity in writing.
2. By placing an order, the customer expressly agrees to these GTC Kelly Fanshop. The GTC Kelly Fanshop are available for the user to save and print out.
3. The terms used in these GTC Kelly Fanshop include women and men equally. All personal terms are to be read as gender-neutral, i.e. female and male.

II. Conclusion of contract

1. WERTPRÄSENT GmbH reserves the right to change the content of the respective service offer on an ongoing basis. Minor deviations (e.g. color, size) between the goods shown on the website and the delivered goods are due to technical reasons, cannot be excluded and do not constitute a defect.
2. The customer's order is placed by clicking on the order button and constitutes a binding offer to conclude a purchase contract for the ordered goods, which becomes effective upon disclosure of all necessary and required data for payment processing. The customer is obliged to provide all data correctly. For each online order via the Kelly Fanshop, the customer receives an electronic order confirmation, which does not constitute acceptance of the customer's purchase offer, but merely documents that the order has been received by WERTPRÄSENT GmbH.
3. The purchase contract is concluded when WERTPRÄSENT GmbH either sends the ordered goods after payment has been made or expressly accepts the order by sending an order confirmation by e-mail within seven days of receipt of the order by WERTPRÄSENT GmbH. WERTPRÄSENT GmbH is entitled, but not obliged, to accept the customer's purchase offer.
4. A minimum age of 18 years applies to online orders. By placing an order, the customer confirms that they have already reached the age of 18.

III Contract language

1. The contract language is German. All information, customer service and complaint handling are offered in German throughout.

IV. Prices

1. The purchase price for the ordered goods as stated in the Kelly Fanshop shall be deemed agreed.
2. Unless otherwise stated, all prices are gross prices including statutory VAT, but excluding all shipping costs. Should export or import duties become due in the course of shipment, these shall also be borne by the customer.
3. The applicable postage/shipping costs can be called up in the Kelly Fanshop and are communicated to the customer before the submission of his binding offer (click on the order button).
4. Sales to customers outside the EU are subject to Austrian VAT. The customer must also take into account the respective national import duties. In the case of sales to entrepreneurs within the EU, no Austrian VAT is due if the VAT ID is provided, but the entrepreneurs must pay the VAT in their home country.

V. Terms of payment/retention of title

1. The purchase price is due for payment before the contract is concluded. The ordered goods shall be invoiced and paid for in euros and, unless otherwise agreed in writing, shall generally be paid in advance during the online ordering process by credit card or bank transfer in the payment system (online banking).
2. The delivered goods remain the property of the respective owner until the purchase price has been paid in full.

VI. General Terms and Conditions of Delivery

1. The delivery will generally be carried out immediately within one week of the customer's order. In individual cases, the delivery period may be exceeded if there are special reasons preventing timely execution (e.g. procurement from abroad). The customer will be informed of this by separate e-mail.
2. The place of performance for all transactions is the registered office of WERTPRÄSENT GmbH in Wels. The goods shall be delivered from the warehouse to the delivery address specified by the customer using standard shipping methods. In the event of incorrect or incomplete information provided by the customer, the customer shall bear the resulting costs.
3. WERTPRÄSENT GmbH bears no responsibility in the event of obstacles to delivery in the area of suppliers.
4. If an order cannot be accepted due to the unavailability of the goods, or if delivery becomes impossible due to circumstances for which WERTPRÄSENT GmbH is not responsible, the customer will be informed immediately. Payments already made will be refunded immediately, but in any case within 14 days of becoming aware of the impossibility of delivery, to the bank account provided by the customer.
5. Shipment shall be at the customer's expense and risk. The risk shall pass to the customer at the time the goods are handed over to the carrier.

VII. Right of withdrawal for consumers in distance selling transactions

1. Customers who are consumers within the meaning of the Consumer Protection Act (KSchG) have the right to withdraw from the purchase contract without giving reasons if the contract has been concluded exclusively using one or more means of distance communication (post, Internet, telephone). The withdrawal period is 14 calendar days and begins on the day on which the consumer acquires possession of the goods or, if the goods are delivered in several partial shipments, on the day on which the consumer acquires possession of the last partial shipment. Withdrawal shall be deemed timely if the customer sends his declaration of withdrawal on the last day of the period.
2. In this case, the buyer is obliged to inform WERTPRÄSENT GmbH of the withdrawal by means of a clear declaration (e.g. post, e-mail). The consumer can use the sample withdrawal form provided in the appendix (withdrawal form). If the goods have already been received, they must be returned immediately to WERTPRÄSENT GmbH at the following address, stating the consumer's bank details, and the costs and shipping charges actually incurred in returning the goods must be borne:

WERTPRÄSENT GmbH, Carl Auer-von-Welsbach-Straße 17, 4614 Marchtrenk



3. If the goods have been used (impairment of or damage to the goods), WERTPRÄSENT GmbH as the seller is entitled to demand compensation for a reduction in the market value of the goods if this loss in value is attributable to an extent that is not necessary to check the condition, properties and functioning of the goods. The mere acceptance of the goods and their inspection to the usual extent does not constitute a reduction in value.

4. After receipt of the goods, WERTPRÄSENT GmbH undertakes to repay the payment already made by the consumer to the consumer immediately, in any case within 14 days of receipt of the declaration of withdrawal. WERTPRÄSENT GmbH must use the same means of payment for the repayment as the consumer used to make the payment. WERTPRÄSENT GmbH is entitled to refuse repayment until the goods have been duly received or proof of the return of the goods has been provided.

5. There is no right of withdrawal for goods that are manufactured according to customer specifications or are clearly tailored to personal needs, for goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that the seal has been removed after delivery, for sound or video recordings (e.g. CDs, DVDs, video cassettes or computer software that are delivered in a sealed package, provided that the seal has been removed after delivery, as well as for newspapers, magazines and illustrated magazines. (e.g. CDs, DVDs, video cassettes) or computer software delivered in a sealed package, provided that the seal has been removed after delivery, as well as newspapers, periodicals and magazines with the exception of subscription contracts for the delivery of such publications.

VIII. Warranty

1. If the delivered goods are defective, the warranty shall be governed by the statutory provisions of warranty law. The warranty period for movable goods is two years from delivery of the goods. This also applies in principle to new items labeled as B-goods, subject to point 6 of this provision.

2. The customer (unless he is a consumer) must notify WERTPRÄSENT GmbH in writing of obvious defects within 14 days of receipt of the goods, presenting the invoice, and return the defective goods immediately to WERTPRÄSENT GmbH at the following address:

WERTPRÄSENT GmbH Carl Auer-von-Welsbach-Straße 17 4614 Marchtrenk

3. WERTPRÄSENT GmbH is primarily entitled to improve or replace the goods. The customer is only entitled to demand a price reduction or rescission (complete annulment of the contract) if improvement or replacement is impossible, would involve disproportionately high costs for the customer or WERTPRÄSENT GmbH does not carry out the improvement or replacement or does not do so within a reasonable period. The right to rescission is excluded in the case of only minor defects and in the case of customary or technically unavoidable deviations in the quality, color, size, equipment or design of the goods.

4. No warranty is given for defects or damage resulting from improper use, operation and storage, negligent or incorrect care and maintenance, overuse or improper repair.

5. In principle, WERTPRÄSENT GmbH does not assume any warranty obligation beyond the statutory warranty, unless a warranty declaration going beyond this is made for individual goods.

6. B-goods/defective goods B-goods are, for example, items which have minor visual or technical defects, which originate from returns or whose original packaging is missing or damaged. Excluded from the warranty rights according to point 1 of this provision or the notification of defects according to points 2 and 3 of this provision are those defects in articles which have led to this article being labeled as B-goods and reduced in price or to which explicit reference was made in the product description in the Kelly Fanshop. The right of withdrawal according to provision VII. of a customer who is a consumer within the meaning of the Consumer Protection Act (KSchG) remains unaffected.

IX. Compensation for damages

1. WERTPRÄSENT GmbH shall only be liable for damages in the event of intent or gross negligence; this limitation of liability shall not apply in the event of personal injury.

2. Compensation for consequential damages, other indirect damages and losses or loss of profit is excluded in relation to companies (except in the case of intent).

X. Data protection and processing

1. WERTPRÄSENT GmbH processes the personal data provided by the customer during the ordering process for the purpose and for the duration of the contract processing, i.e. for order processing, for processing payment transactions and for clarifying questions in the context of your order as well as for the fulfillment of legal regulations.

2. if the customer has given his express consent to receive a newsletter, he will receive the requested newsletter regularly by e-mail. The customer can unsubscribe from the newsletter at any time easily and free of charge. There is a corresponding link at the end of each newsletter.

XI. Applicable law, place of jurisdiction

1. Austrian law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.
2. The exclusive place of jurisdiction for all disputes in connection with and arising from the contract shall be the competent court in Wels. If the customer is a consumer within the meaning of the Consumer Protection Act (KSchG) and has his domicile or habitual residence in Austria or is employed in Austria, the jurisdiction of the court in whose district the customer's domicile, habitual residence or place of employment is located shall be deemed to be established.

XII. Miscellaneous

1. Should individual provisions of these GTC Kelly Fanshop be or become invalid in whole or in part, the remaining provisions of these GTC Kelly Fanshop shall remain in full force and effect. In this case, the invalid provision shall be replaced by a valid provision that comes as close as possible to the original purpose of the invalid provision and the intention of the contracting parties as determined by generally applicable rules of contract interpretation.

2. Agreements that deviate from these GTC Kelly Fanshop only apply if they have been expressly agreed in writing between WERTPRÄSENT GmbH and the customer.