

Standard Business Terms and customer information

I. Standard business terms

§ 1 Basic provisions

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Boglarka Reka Fabian) via the <https://bogi-fabian.squarespace.com/config#/pages/new-page> website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A consumer in the sense of the following regulations is any natural person, who does not do the business for operating its company or does it for achieving the pre-requisites for it before starting the operation of its company. An entrepreneur is someone for whom the business is a part of its company operation. Companies are all the organisations of an independent economic activity set up on a permanent basis.

§ 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products.

(2) Our offers on the website are non-binding and are not a binding offer to conclude a contract.

(3) You can use the online shopping cart system to place a binding offer of purchase (order).

Here, the goods meant for purchase are stored in the 'Shopping cart'. You can use the respective button in the navigation bar to call up the "shopping cart" and make changes at any time. After the 'check-out' page has been called up and the respective personal data and payment and shipping conditions have been entered, all the order data is displayed again on the order overview page. Before the order is sent, you can re-check all the data, change it (which can also be done via the internet browser's 'back' function) or cancel the purchase transaction.

When the order is placed using the "Place order in conjunction with a liability to pay" button, you are considered to have made a binding offer to us.

You then receive an automatically-generated email regarding the receipt of your order. This email does not yet lead to the conclusion of a contract.

(4) The acceptance of the offer (and with it, the conclusion of the contract) takes place within a period of 2 days via a textual confirmation (e.g. email) in which you receive confirmation (order acknowledgement) regarding the execution of the order or the delivery of the products in question.

If you have not received any corresponding message within this deadline, you are no longer considered to be bound to your order. Under such circumstances, any services that have already been provided are restored without undue delay.

(5) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

§ 3 Right of retention, reservation of proprietary rights

(1) You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price is paid in full.

(3) The following condition applies to a consumer who is playing the role of a buyer: A resale operation is only permissible if it was brought to our attention in advance in a manner characterised by the citation of the buyer's name or the name of the company associated with the buyer and the specification of the precise (business) address of the buyer. Furthermore, such a resale operation shall only be permissible if we approve of it. In the event that we do approve of such an operation, purchase price claim is immediately considered to have been ceded to us. Under such circumstances, we shall always be entitled to notify the garnishee of this cession.

§ 4 Liability

(1) We also provide unlimited liability for damage caused due to the violation of life, limb or health. Furthermore, we provide liability without limitation in all cases of intent and gross negligence, if a defect is fraudulently concealed, in case of assumption of guarantee for the procurement of the object of purchase and in all other legally regulated cases.

(2) The liability of defects within the scope of the implied warranty complies with the corresponding regulation in our customer information (Part II).

(3) If the situation in question relates to important contractual obligations and involves minor negligence, our liability is limited to the foreseeable damages that are typical for the contract. The term 'important contractual obligations' refers to important obligations that follow from the nature of the contract and whose violation would jeopardise the fulfilment of the purpose of the contract. It also covers obligations that the contents of the contract impose on us in order to facilitate the fulfilment of the purpose of the contract and whose fulfilment makes it possible for the contract to be executed in an orderly manner, and compliance with which may regularly be taken for granted by you.

(4) When it comes to the violation of inessential contractual obligations, no liability shall be assumed if the situation in question involves violations of obligations associated with light negligence.

(5) The current state of the respective technology makes it impossible to guarantee that data transmission operations that use the internet will take place in an error-free manner characterised by permanent availability. In this respect, we cannot vouch for the constant and uninterrupted availability of the website and the service offered on the website.

§ 5 Choice of law, place of fulfilment, jurisdiction

(1) Austrian law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

(2) If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed by public law, our place of business is the place of jurisdiction as well as the place of fulfilment for

all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Austria or the EU, as well as situations in which your place of residence or usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

II. Customer information

1. Identity of the seller

Boglarka Reka Fabian
Fleischmangasse 1/2/6
1040 Wien
Österreich
Telephone: 06769309040
E-Mail: info@bogifabian.com

2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance with § 2 of our standard business terms (part I.).

3. Contractual language, saving the text of the contract

3.1 Contract language shall be English.

3.2 The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

4. Main features of the product or service

The main features of the product and/or service can be found in the product description and the supplementary details appearing on our website.

5. Prices and payment arrangements

5.1 The prices mentioned in the respective offers represent total prices, as do the shipping costs. They include all the price components, including all the incidental taxes.

5.2 The dispatch costs that are incurred are not included in the purchase price. They can be called up via the relevant button on our website or in the relevant item description, are separately specified during the ordering process and must be borne by you separately, unless a free delivery has been agreed upon.

5.3 The payment methods that are available to you are specified under a correspondingly-named button on our website, or in the respective product description.

5.4 Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

6. Delivery conditions

6.1 The delivery conditions, the delivery date and any potential delivery restrictions can be found under a correspondingly-named button on our website, or in the respective product description.

6.2 If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

7. Statutory warranty right

7.1 The statutory warranty rights are applicable.

7.2 As a user, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Käufersiegel Service GmbH, and are constantly checked for legal conformity. Käufersiegel Service GmbH guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website:

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