



# LUDWIG REITER

## GENERAL TERMS AND CONDITIONS

for online sales by

Ludwig Reiter Schuhmanufaktur GmbH  
Weingartenallee 2  
1220 Wien  
FN 242908v

hereinafter Ludwig Reiter.

### 1. APPLICABILITY

These General Terms and Conditions, in the version valid at the time the contract is concluded, apply solely to the purchase of goods in online sales via the Webshop Ludwig Reiter ([www.ludwig-reiter.com](http://www.ludwig-reiter.com)). Contracts concluded in online sales are such as are concluded solely using one or more telecommunications media. The term telecommunications media is construed as inter alia electronic post. Exceptions to these terms and conditions require the explicit, written consent of Ludwig Reiter.

By transmission of the order in the Webshop, the customer declares his consent to the General Terms and Conditions. These constitute an integral element of the purchase contract.

All amendments to the General Terms and Conditions will be published on the Ludwig Reiter website ([www.ludwig-reiter.com](http://www.ludwig-reiter.com)) and thus enter into force.

### 2. CONCLUSION OF CONTRACT

The selection offered in the Webshop is addressed solely to persons resident or with a permanent residence in the countries available for selection in the Webshop.

Images of goods are photographic samples and do not constitute any legally binding offer. The non-binding on-line catalogue does not always present the items in their natural condition; rather it serves to render an impression. Depending on the screen used, especially colours and sizes can be depicted differently. The text description of the respective article is deemed binding.

By clicking the order button, a binding order is placed for the goods contained in the basket. The confirmation of your order, together with the acceptance of the order, follows immediately after transmission by means of an automated e-mail message containing the product, price, delivery and payment conditions. Only the receipt of this e-mail confirmation consummates the purchase agreement.

The language for contracts, orders and business transactions is German.

The place of performance for all performance arising from the contract is the registered office of Ludwig Reiter.

Ludwig Reiter offers no products for sale to minors, those persons under the age of 18. No orders by and deliveries to persons who have not yet reached the age of 18 will be accepted.

The conditions for purchase of products offered are subject solely to the General Terms and Conditions in the version valid at the time the order is placed.

### 3. REJECTION OF ORDERS

Ludwig Reiter is entitled to refuse on-line orders until the time the purchase agreement is accepted. The decision to reject an order lies within the discretion of Ludwig Reiter. Should Ludwig Reiter not execute an on-line order, Ludwig Reiter will inform the orderer without delay. Ludwig Reiter reserves the right to send only quantities common for household purchases. In the case of an order exceeding this quantity we will inform you by e-mail message. Should the exceptional case arise that an article is unavailable, we will also inform you by e-mail message.

### 4. RIGHT OF WITHDRAWAL FOR AUSTRIAN CONSUMERS

The withdrawal period for a consumer pursuant to the provisions of § 5a of the Austrian Consumer Protection Act (KSchG) is two (2) weeks from conclusion of the contract in online sales. It begins when the consumer receives the goods, in the case of services, on the day the contract is concluded. The day triggering the time limit does not count (contract date or receipt by customer). The withdrawal can be rendered, without stating grounds, in writing by e-mail message, telefacsimile, or letter sent to our firm at the address below within the withdrawal period. Timely dispatch of the goods shall also suffice to meet the deadline. For exceptions to the withdrawal right see No. 6 below.

Returns within Austria are to be addressed to:

Ludwig Reiter Schuhmanufaktur GmbH  
Weingartenallee 2  
A-1220 Wien  
E-Mail: [webshop@ludwig-reiter.com](mailto:webshop@ludwig-reiter.com)  
Fax: +43-1-2559300-77

In the event of a valid revocation, the performances are to be returned respectively and if applicable benefits (e.g. interest) are to be returned. If the customer is unable to return the goods, either in whole or in part, or only in a worse condition, then he must provide restitution for the lost value. This pertains especially to recognizable traces of use on the goods, such as traces of wear on the shoe soles or creases in the leather.

Goods that can be sent by parcel service are to be returned at the consumer's risk and cost. The consumer will be charged for postage or shipping fees due if the goods are returned with shipping unpaid.

Obligations to refund payments must be satisfied within thirty (30) days. The time limit begins for the consumer when the revocation notice is sent or for Ludwig Reiter when the goods are received. Ludwig Reiter asserts its reservation of title resp. retention right until complete return of the goods.

### 5. REVOCATION RIGHT FOR GERMAN CONSUMERS AND CONSUMERS IN THE EU (EXCEPT AUSTRIA)

Notice of revocation right:

#### A. REVOCATION RIGHT

You can revoke your contractual declaration within two (2) weeks, without stating grounds, in writing (e.g. letter, telefacsimile, e-mail message) or – if the goods are in your possession prior to expiration of the time limit—by return of the goods.

The time limit commences upon receipt of this notification in written form, however no earlier than

delivery of the goods by the recipient (for repeated deliveries of similar goods, no earlier than receipt of the first partial delivery) and also no earlier than satisfaction of our information duties pursuant to § 312c subs. 2 of the German Civil Code (BGB) in combination with § 1 subs. 1, 2 and 4 BGB-InfoV as well as our duties pursuant to § 312e subs. 1 clause 1 BGB in combination with § 3 BGB-InfoV. The timeous dispatch of the revocation or the goods shall suffice for the exercise of the revocation right. For exceptions to the revocation right see No. 6.

The revocation is to be sent to [webshop@ludwig-reiter.com](mailto:webshop@ludwig-reiter.com)

Returns from Germany and other EU countries (except Austria) are to be addressed to:

Ludwig Reiter Schuhmanufaktur GmbH  
Weingartenallee 2  
A-1220 Wien  
E-Mail: [webshop@ludwig-reiter.com](mailto:webshop@ludwig-reiter.com)  
Fax: +43-1-2559300-77

## B. CONSEQUENCES OF REVOCATION

In the event of a valid revocation, the performances are to be returned respectively and if applicable benefits (e.g. interest) are to be returned. If you are unable to return the goods, either in whole or in part, or only in a worse condition, then you must if applicable reimburse value lost. This pertains especially to recognizable traces of use on the goods, such as traces of wear on the shoe soles or creases in the leather. This does not apply to possession of goods if the deterioration of the goods is caused solely by their inspection—such as would be possible for you when testing the goods in the shop.

Goods that can be sent by parcel service are to be returned at the consumer's risk and cost. The consumer will be charged for postage or shipping fees due if the goods are returned with shipping unpaid.

Obligations to refund payments must be satisfied within thirty (30) days. The time limit begins for you when the revocation notice is sent or for us when the goods are received. Ludwig Reiter asserts its reservation of title resp. retention right until complete return of the goods.

## 6. EXCEPTIONS TO REVOCATION RIGHT

The consumer has no revocation right for contracts with Ludwig Reiter for goods made to customer specifications or unambiguously for the customer's personal needs.

If the consumer withdraws from the contract, the entrepreneur is to reimburse *pari passu* the payments rendered by the consumer and to reimburse the necessary and useful expense of the consumer for the goods. The consumer is to return the goods rendered and pay the entrepreneur a reasonable remuneration for use, including compensation for any attendant reduction in the market value of the performance. Acceptance of the goods by the consumer is not in itself deemed a diminution of value.

Goods that can be sent by parcel post are to be returned by the consumer; goods that cannot be sent by parcel post will be collected by us from the consumer.

There is no revocation right if the customer is an entrepreneur pursuant to §1 of the Austrian Corporate Code (UGB).

## 7. DELIVERY AND SHIPPING COSTS



Deliveries can only be made to addresses in countries that can be selected when ordering.

The customer is to bear the cost of shipping as well as the product price as long as the total value of the order does not exceed the minimum amount stated in the ordering process. The shipping costs apply which are stated in the website at the time of order.

For deliveries to destinations outside the European Union, but from the list of applicable countries, the costs for customs clearance, duty and taxes as well as transportation (as long as the total value of the order exceeds the minimum amount stated in the ordering process) are borne by Ludwig Reiter.

The goods are despatched to the address provided when ordering and within the stated delivery period. The goods are normally delivered within five working days from the date of dispatch.

The goods are delivered by a parcel service during usual working hours. The customer is responsible for assuring acceptance of delivery. Goods that cannot be delivered will be deposited at the nearest responsible post office, where they may be collected.

The customer is obliged to examine the goods upon delivery to assure that they are complete and undamaged and to register immediately to the delivery agent complaints for any missing items or transport damage.

Defective goods are to be returned to Ludwig Reiter immediately after detection of any defects. If the complaint is justified, the customer will be refunded the purchase price plus the shipping cost charged when ordering.

## 8. PRICES AND PAYMENT

The valid prices are those published on the website at the time the order is placed. For deliveries to destinations within the European Union the prices include the respectively valid statutory VAT. The right to change prices and for errors is reserved. Invoices are denominated in EURO.

The payment for goods ordered and shipping costs is to be rendered in the course of ordering by means of debiting one of the credit cards stated in the website. Payment in cash or by bank transfer is not permitted.

## 9. RETENTION OF TITLE AND WAIVER OF SET-OFF

The goods delivered remain the property of Ludwig Reiter until full payment of the price and shipping costs incurred. The customer hereby waives any right to set-off. This waiver does not apply in the case of our insolvency, counterclaims arising in legal connection with our claim, or those judicially determined or acknowledged by us. The consumer retains the right to set-off in these cases.

## 10. WARRANTY AND COMPENSATION FOR DAMAGES

The warranty is granted in accordance with the provisions of Ludwig Reiter. Ludwig Reiter warrants for defects present in goods at the time of delivery as provided by law. The warranty period for consumer contracts is two (2) years from the time when the goods are delivered. In the case of contracts with entrepreneurs, the warranty period is six (6) months after delivery of the goods.

During this warranty period the customer is entitled to repair—or if this is not possible—to exchange of the goods free of charge.

If a defect is not remedied within a reasonable period, the customer may exercise the option to return the goods (reversal of the purchase) or reduction (of the purchase price).

Claims for damages due to delay or non-performance, also such as may be incurred until withdrawal from the contract, are precluded.

To the extent claims for damages are permissible, they are limited to those caused by gross negligence or intent.

Ludwig Reiter recognises the Internet Ombudsman, Margaretenstrasse 70/2/10, A-1050 Vienna, [www.ombudsmann.at](http://www.ombudsmann.at) for extrajudicial arbitration.

#### **11. DATA PROTECTION**

The customer's personal data may only be given by the customer in his own name and only by persons of age. The customer is responsible for the completeness and accuracy of the information provided.

By supplying the data the customer consents to its storage by Ludwig Reiter. The data received will only be forwarded for purposes of credit card invoicing and shall remain in the sole possession of Ludwig Reiter.

The customer is to assure that third parties do not obtain the access data Ludwig Reiter provides to him. In particular he is also prohibited from making access data available to third parties. For his own protection the customer should change his password at regular intervals.

The customer is to report immediately changes in the data he provides (e.g. delivery address), especially to the extent these are necessary for the processing of pending purchase selections.

The customer is entitled to be notified as to which personal data about him is stored. An appropriate query is to be sent to [webshop@ludwig-reiter.com](mailto:webshop@ludwig-reiter.com). Should the stored data have changed, the user can correct his own data via his customer access.

#### **12. CHOICE OF LAW AND PLACE OF JURISDICTION**

Austrian law applies. The application of the CISG (UN Sales Law) as well as all provisions pertaining to UN Sales Law is explicitly precluded.

The place of jurisdiction is Vienna.

#### **13. SEPARABILITY**

Should a provision of the contract or the General Terms and Conditions be or become invalid or unenforceable or the contract prove to be incomplete, the validity of the remainder of the contract shall not be impaired thereby.