

# Singing Bowl Shop

## Order Fax

Fax nr.: +431 – 6020 163

Austrian Institute f. Sound-Massage-Therapy  
Singing Bowl Shop • Alexander Beutel  
Puchsbaumgasse 6 • A-1100 Wien

\_\_\_\_\_  
Name, Surname

\_\_\_\_\_  
Street

☐ **Yes**, please send me following products.

\_\_\_\_\_  
Postcode, City

I have read the Terms & Conditions and fully agree.

\_\_\_\_\_  
Telephone

**Important!**

**Please provide your Telephone number and Email Address in case there are questions concerning your order.**

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Customer number

Amount	Item number	Product description	Price
<b>Total:</b>		<b>Total Amount:</b>	

.....  
City, Date

.....  
Signature

# Singing Bowl Shop

---

## Terms & Conditions of Use

- I. Coverage
- II. Offerings and contract agreement
- III. Prices and payment conditions
- IV. Delivery, delay, and transfer of Risk
- V. Ownership
- VI. Warrantee, claims and compensation
- VII. 30-day refund policy - buy without risk
- VIII. Cancellation rights
- IX. Liability
- X. Applicable right
- XI. General conditions of the website

\* Content, property rights and restrictions, trademarks and copyright

\* Remarks, feedback and other information

\* Updating these conditions

=====

### I. Coverage

1. For the business relationship between the  
'Austrian Institute for Sound-Massage-Therapy'  
(Oesterreichisches Institut fuer Klang-Massage-Therapie, Alexander Beutel e.U.)  
1100 Wien, Puchsb Baumgasse 6  
Tel/Fax: +43 (0)1 60 20 163  
Email: info(at)klangscha len.at  
Trade-Register: FN 294010v  
UID: ATU56164858  
Bank: BAWAG P.S.K. - KtoNr 03310771774 - BLZ 14000  
IBAN: AT751400003310771774 - BIC/SWIFT: BAWAATWW

in short referred to as 'Institut' and the customer, the following is a general overview of the applicable conditions. The Institut does not acknowledge or accept any altered conditions unless otherwise specified in writing. These conditions are also applicable upon mutual agreement with the customer to accept their conditions of delivery.

2. The conditions are valid for all items listed in the 'Singing Bowl Shop (Klangschalen Shop)' and also for all orders placed over the internet or elsewhere. Customer states to have read these terms and conditions and agrees to them in full by placing an order at the Klangschalen Shop or else.

3. Prices listed are only valid for the 'Klangschalen Shop' and are subject to change without further notice.

### II. Offerings and Contract Agreement

1. All our offers on the internet are a non-binding invitation to order goods. All offerings are subject to change without notice. We reserve the right to modify products for the sole purpose of improvement without restricting their purpose and without providing any further notice.

2. Upon entering his data and placing an order the customer declares his intention for a firm offer to sign a contract of purchase. We offer no products for sale for children, items suitable for children are sold to adults only.

3. The Institut has the right to accept your order within a period of three days from the date of purchase and will confirm your order by email. After three days without confirmation your offer is counted as rejected and you are no longer bound to it.

4. The Institut does not recognize or accept any altered order conditions made by telephone or by word of mouth, unless acknowledged in writing. By not responding to a customer's attempt to alter existing conditions we declare our refusal.

5. The contract agreement is subject to the timely and correct delivery by our manufacturers. If certain products are no longer available for delivery the Institut has the right to cancel the order. The customer will be informed immediately should this situation arise and the product is no longer available. Payments already received will be credited.

### III. Prices and Payment Conditions

1. All prices listed are in Euro including legal VAT, unpacked, storage Vienna, excluding shipping costs, packing and handling charges.

2. The list price is valid on the day of delivery. Possible bank charges for drafts and transfers are to be paid by the customer.

3. No charges are applicable for the use of telecommunication to place an order. For legal information regarding e-commerce contracting and in accordance with the privacy policies under the terms of TKKG 2003 (Austrian telecommunications law) please refer to our Legal Notice.

4. Accepted payment options are cash on self-pickup, prepayment by cheque or money order, bank transfer, PayPal (either by credit card, debit card or bank transfer) or by C.O.D. (only accepted within Austria).

Cheques and money orders are to send and made payable to:

Alexander Beutel  
Puchsb Baumgasse 6, A-1100 Wien

Banktransfer:

Oesterr. Institut f. Klang-Massage-Therapie

Bank: BAWAG P.S.K. - Acc.Nr. 03310771774 - BLZ 14000

IBAN: AT751400003310771774 - BIC/SWIFT: BAWAATWW

Purpose: Your order number

Upon special agreement on payment by invoice, payment is due within 14 days. Unpaid invoices are subject to a late payment fee of 8% and the Institut reserves the right to increase this amount for costs incurred by payment delays.

5. Upon stating our demands the customer can only settle the matter if the demand is beyond dispute or has a legal entitlement. The customer has the right to withhold goods only if specified in the contract agreement.

### IV. Delivery, Delay, and Transfer of Risk

1. Deliveries will be sent directly from the Vienna Südbahnhof. All orders will be processed in a timely fashion. All shipping costs are to be paid by the customer according to the rates of the carrier chosen. Items too big to be delivered by courier will be sent by a forwarding agency at the cost of the customer. Delivery rates are the real time rates of our carriers.

2. We reserve the right to partially deliver an order, which is not to be seen as a deficiency.

3. Goods are sent insured unless otherwise agreed upon.

4. Delivery date and time frame limit may be agreed upon in writing. Delivery time frame limit starts upon order confirmation.

5. Force majeure or disruptions at our manufacturers outside our influence will extend delivery time until completion. The customer may cancel the order for delays exceeding a period of four months. Other rights of cancellation remain unchanged.

6. Timely delivery means the day we hand over the order to a carrier of your choice.

### V. Ownership

1. Delivered items remain the property of the Institut until payment has been received in full.

2. The customer is required to take care of the goods.

3. The customer is required to inform the Institut immediately in case of damage or third party intervention (e.g. destruction of goods) and submit the related documents to the Institut. Immediate notification is also required in case of change of ownership and address.

4. The Institut may cancel the contract upon default of payment. Any costs incurred because of non-payment are void in case of goods being returned and agreed upon for a refund according to the selling price on the day of return.

5. The customer has the right to sell the goods under their own license, but transfer all titles to the Institute which may arise from selling to a third party. The Institute accepts the transfer. The customer is entitled to collect the charges after the transfer. The Institut reserves the right to collect charges, in case the customer defaults payment and also to assign transfer to the debtor.

---

Singing Bowl Shop · Alexander Beutel  
Puchsb Baumgasse 6 · A-1100 Wien  
Telefon/Fax: 01- 6020 163

IBAN: AT751400003310771774 · BIC: BAWAATWW  
Email : info@klangscha lenshop.at  
Internet : www. klangschalenshop.at

# Singing Bowl Shop

---

## VI. Warranty, Claims and Compensation

1. Undetected defects have to be claimed within 14 days and at the latest after a legal period of 12 month from the date the delivery was received. Noticeable defects and missing items have to be claimed within 14 days from the date the delivery was received.
2. The Institut will only accept returned merchandise upon notification and invoice number provided by the customer. Upon accepting the return the Institut does not warrant the customer's notification of deficiency and reserves the right to replace or repair the merchandise.
3. The customer may decide between a decrease of price or by canceling the contract should the replacement not be satisfactory. There is no cancellation for marginal defects or minor contract adverseness.
4. If the customer chooses to cancel the contract, no compensation demands can be made. If the customer requests compensation because of the dissatisfaction of the replacement, the goods remain in the customer's possession. Compensation is restricted to the difference between the paid price and the daily value of the deficient merchandise.
5. Small customary or technical deviations in quality, color, size, weight or decor are part of the genuine state of the goods, and are not considered defects.
6. The product descriptions declare appearance and workmanship of the merchandise, public opinions and commercials have no influence on the contracted quality.
7. The Institut does not guarantee in juridical consensus. Manufacturer's guarantees remain valid.
8. Claims for deficient goods become obsolete after a 12 months period starting on the date of delivery.

## VII. 30-Day refund policy - buy without risk

The Institut will accept all returned merchandise within a 30 day time period no questions asked. NO refunds or cancellations apply to audio, video recordings, and consumer goods (e.g. Incense) once the original seal or packaging is broken, as well as to items sent you directly from the producer. If the item does not live up to the customer's expectation, please contact us at: Tel/Fax (+43) 01 6020163 or email: [info@klangschalen.at](mailto:info@klangschalen.at).

Return shipping costs are to be paid by the customer. The items must be returned new in the original packaging and do not show any signs of usage, otherwise the Institute may reserve the right to keep parts of the refund according to the value of depreciation of the goods.

The 30-Day refund policy does not affect the legal warranty.

## VIII. Cancellation advise

### 1. Cancellation Right

You may cancel the contract in writing within a 14 days' time period (e.g. letter, fax, email) or by returning the goods upon providing prior notice. This period starts upon receipt of contract, but not before receipt of the goods. Timely cancellations and/or return of the goods will protect the customer's interest. Cancellations should be addressed to:

Institut fuer Klang-Massage-Therapie  
Klangschalen Shop  
Address: Puchsb Baumgasse 6, A-1100 Wien, Austria  
Fax: +431 6020163  
Email: [info@klangschalen.at](mailto:info@klangschalen.at)

### 2. Cancellation penalties

In case of a valid cancellation, goods and services will be returned honoring both parties' obligations. If goods are returned in deteriorated condition and depreciated value the customer will have to pay a fee to cover the damages. This does not apply to goods previously inspected such as a purchase made in a warehouse. To avoid these fees please refrain from using goods in a way that could decrease the value.

NO refunds or cancellations apply to audio, video recordings, and consumer goods (e.g. Incense) once the original seal or packaging is broken.

### 3. Returned goods

The customer is responsible for the shipping fees for returned goods in accordance of the order. Returned goods NOT in accordance of the order are free. Please return the goods at our costs. We will pick up goods which are not transportable by mail or parcel service.

### 4. Refund

The Institut will credit the amount (shipping costs only if applicable) to your account or credit card provided with your order. In the case of paying by invoice postal charges and any outstanding payments of returned goods will be deducted. All payable amounts will be transferred to the account that was provided. The customer will receive an email to confirm the transaction. In case of an outstanding invoice the invoice is considered void upon the return of the merchandise. Obligations for refund of payment are due within 30 days. This period starts for you with the day sending your cancellation, for us on receipt.

End of cancellation advice.

## IX. Liability

1. In case the Institut is liable for slightly negligent damage, the liability is restricted to violations of essential contracted obligations and to the predictable typical loss or damage. This liability does not cover injuries of life, body, and health. No liability is taken for slightly negligent damage by a defect of purchased goods.
2. Unrelated to the actual fault of the Institut the liability for fraudulent concealment of defects, takeover of guarantees, exercise risks, or in accordance to product liability laws remain unaltered.
3. Personal liability of our legal representatives, subsidiaries and staff members for slightly negligent damage is excluded.

## X. Applicable Right

Austrian right is applicable exclusively. Regulations of the UN customer rights are not valid. Court of jurisdiction is Vienna.

## XI. General Conditions for the use of this website

Welcome to the Klangschalen website at the World Wide Web. Please read the following outline for the use of this website and regarding order placement over the Internet. Upon entering your address, browsing the pages or placing an order, you acknowledge that you have read, understood and accepted the terms and conditions. In case of disagreement of these terms and conditions please refrain from using the website.

Klangschalen Shop and website are maintained and updated by the Institut. All claims associated with this website as well as the use of the website and the thereon offered products are governed by Austrian Law. In case of disagreement of these terms and conditions please refrain from using the website. Visiting this website from outside Austria happens on your own initiative and responsibility in compliance with Austrian Law. With exception of the historical information about the Institut, all other information concerns the future and is therefore subject to change. The information provided is updated from time to time.

### \* Content, Property rights and Restrictions, Trademarks and Copyright

Copyright for all pictures, graphics, photos, designs, video clips, texts, articles, descriptions, and all other content is controlled and licensed by the Institute, trademarks belong to their owners. The trademarks Peter Hess products® and Peter Hess® are properties of Peter Hess.

You may copy, print or distribute parts of the Klangschalen website for the following purposes only:

1. To place an order at the Klangschalen Shop
2. To use the website as a shopping resource, provided that you do not change it and mention copyrights and property rights.

For the exception of placing an order at the Institut, contents of the website may not be reproduced, copied, published, downloaded, sent, either electronically or by mail, distributed, or stored without written permission of the Institut and/or the regarding owner of rights. Please note the immediate termination of these permissions given any type of abuse or/and disregard of the above-mentioned conditions.

### \* Remarks, Feedback and other Information from our visitors

By sending information or suggestions over the Internet or in any other ways you agree that they will become the property of the Institut where they will remain.

You hereby accept our restrictions, prohibiting you to publish or send illegal, defamatory, detraction, provocative, blasphemous, or porno graphical, as well as criminal content via the Klangschalen website. The sender is solely responsible and liable for any remarks or content sent.

### \* Updates of the conditions to use the website

The conditions for usage of the website may be revised and updated by the Institut and republished in its entirety. You hereby agree that in case parts of these conditions become void, all other conditions remain intact and valid. Upon visiting the website you declare your acceptance and comprehension of these conditions you are bound to. Please revisit this page from time to time to stay informed about the conditions you are bound to.

Institut für Klang-Massage-Therapie  
© All Rights reserved.  
Vienna, February 2011