

Terms and Conditions Singing Bowl Shop

1. Scope

For all orders by post and email, fax and telephone as well as our online shop the following terms and conditions apply.

2. Contracting party, conclusion of contract

The purchase contract is concluded with Singing Bowl Shop,
Austrian Institute for Sound Massage Therapy, Alexander Beutel e.U.
1100 Vienna, Puchsbaumgasse 6,
Tel / Fax: +43 (0) 1 60 20 163,
Email: info@klangschalenshop.at
Dvr No .: 2108668 - FN 294010v - UID: ATU56164858
Bank details: BAWAG P.S.K.
IBAN: AT751400003310771774 - BIC/SWIFT: BAWAATWW

hereafter referred to as 'Institute' and the customer(s).

By placing the products in the online shop, we make a binding offer to conclude a contract for these items. You can initially put our products into the shopping cart without obligation and correct your entries at any time before submitting your binding order by using the corrective aids provided and explained in the order process.

The contract is concluded by accepting the offer for the goods contained in the shopping cart by clicking on the order button. Immediately after sending the order you will receive a confirmation by e-mail.

3. Contract language, contract text storage

The languages available for the contract are German and English.

We save the contract text and send you the order data and our terms and conditions by e-mail. You can see the contract text in our customer login.

4. Terms of delivery

The delivery takes place after confirmation of the order by Austrian Post AG from Vienna main railway station. In addition to the stated product prices shipping costs are added. Shipping costs are borne by the buyer.

Detailed information can be found on the page Shipping and Returns. https://klangschalenshop.at/Shipping>Returns:_:1.html

By telephone agreement you have the option of picking up at Alexander Beutel, Puchsbaumgasse 6, 1100 Vienna, Austria.

5. Payment

In our shop you can always use the following payment methods:

Payment in advance

When selecting the payment method in advance, we will give you our bank details in separate e-mail and deliver the goods after receipt of payment.

Cash on delivery for customers in Austria

You pay the purchase price directly to the deliverer. No additional costs occur.

PayPal

In the order process you will be redirected to the website of the online provider PayPal. In order to pay the invoice amount via PayPal, you must be registered there or first register, legitimize with your access data and confirm the payment order to us. After placing the order in the shop, we request PayPal to initiate the payment transaction. The payment transaction will be carried out automatically by PayPal immediately thereafter. You'll get more information during the ordering process.

Klarna Instant Bank Transfer

After placing the order, you will be redirected to the website of the online provider Klarna GmbH. To be able to pay the invoice amount through Klarna, you must have an online banking account with PIN/TAN procedures, legitimize yourself and confirm the payment order to us. You'll get more information during the ordering process. The payment transaction will be executed immediately, and your account debited.

Invoice

You pay the invoice amount after receipt of the goods and the bill by bank transfer to our bank account. We reserve the right to offer the purchase on account only after a successful credit check.

Cash on pickup

You pay the invoice amount cash when picking up your order.

6. Retention of title

The goods remain our property until we received your payment in full.

7. Transport damage

If goods are delivered with obvious transport damage, please complain about such errors as soon as possible to the deliverer and please contact us immediately. The failure to file a complaint or contact has no consequences for your statutory claims and their enforcement, in particular your warranty rights. However, they help us assert our own claims against the carrier or transport insurance.

The display of non-obvious defects by the customer must be made within 14 days of discovery, but no later than the expiry of an exclusion period of 12 months after delivery. Obvious defects or missing items are to be reported within a preclusive period of 14 days beginning with the delivery of the goods.

8. Warranty and Guarantees

The statutory right of defect applies. Information on any applicable additional guarantees and their exact conditions can be found in the product and on special information pages in the online shop.

9. Cancellation policy

You have the right to withdraw from this contract within fourteen days without giving any reason.

To exercise your right of withdrawal, you must contact us (Alexander Beutel, Puchsbaumgasse 6, 1100 Vienna, info@klangschalenshop.at, telephone: +43 (0) 1 60 20 163, fax: +43 (0) 1 60 20 163) by means of a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to withdraw from this contract. You can use our withdrawal form for this, but it is not required.

In order to maintain the cancellation period, it is sufficient for you to send the notification of withdrawal before the expiry of the withdrawal period.

Consequences of the cancellation

If you withdraw from this agreement, we have to refund all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favorable standard delivery we offer). We have to refund immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract has reached us. For this return payment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you. In no

case will you be charged refund fees. We may refuse to return payment until we have received the goods or until you have provided proof that you have returned the goods, whichever is earlier.

You must return the goods to us immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the deadline of fourteen days.

You shall bear the cost of returning the goods. You only have to pay for a possible loss in value of the goods, if this loss of value is due to a sort of handling which is not necessary for the examination of nature, characteristics and functioning of the goods.

The right of withdrawal does not apply to the following contracts:

Contracts for the supply of sound or video recordings or computer software in a sealed package, when the seal has been removed after delivery.

10. Liability

We are always liable without limitation for claims due to damages caused by us, our legal representatives or vicarious agents:

- â€ in case of injury to life, body or health,
- â€ in case of intentional or grossly negligent breach of duty,
- â€ with guarantee promise, if agreed, or
- â€ as far as the scope of the product liability law is applicable.

In case of breach of essential contractual obligations, the fulfillment of which enables the proper execution of the contract and on which the contractual partner may regularly rely (cardinal obligations) by slight negligence on our part, our legal representatives or vicarious agents, the liability shall be limited to the amount of, at the time of conclusion of the contract, foreseeable damage, which typically has to be expected. Incidentally, claims for damages are excluded.

11. Code of Conduct

We have submitted to the following code of conduct:

Trusted Shops seal of quality

https://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf

12. Dispute resolution

We strive to make our dealings as customer-friendly as possible.

If you have any reason to complain, please contact the manager of our institute Alexander Beutel by phone: +43 (0)1 60 20 163 and +436991 60 20 163 or email: info@klangschalenshop.at.

The European Commission provides a platform for online dispute resolution (ODR), available here <https://ec.europa.eu/consumers/odr/>.

Consumers have the opportunity to use this platform to resolve their disputes.

In order to settle disputes arising from a contractual relationship with a consumer or whether such a contractual relationship exists at all, we are obliged to participate in dispute settlement proceedings before a consumer arbitration board.

We recognize the Internet Ombudsman - Association for the Promotion of Out-of-court Arbitration on the Internet c/o Ã-IAT (Austrian Institute for Applied Telecommunications), and the E-Commerce Quality Label - Association for the promotion of customer-friendly use of the Internet c/o Ã-IAT (Austrian Institute for Applied Telecommunications), <https://www.guetezeichen.at/>, as extra-judicial arbitration boards.

We will participate in a dispute resolution procedure with one of them.

13. Applicable law

Austrian law applies. The provisions of the UN Sales Convention are not applicable. Court of jurisdiction is Vienna.

Austrian Institute for Sound Massage Therapy
Vienna, Dec 2022

This is a translation of the original terms and conditions, based on the Trusted Shops Legal Texter in cooperation with Wilde Beuger Solmecke lawyers.

https://klangchalenshop.at/AGB:_:3.html