

Terms and Conditions for the purchase of goods from Georg Wimmer

1 General

These are the general terms and conditions ("GTC") for a sales contract with Georg Wimmer via the website www.panamintpen.com, referred to hereinafter as "Panamint Pen".

2 Applicable law

To the extent permissible and subject to the provisions of international private law, the law of the Republic of Austria valid at the time of conclusion shall apply to the purchase contract.

3 Contract conclusion

The contract of sale shall only be concluded if the contracting party agrees to these general terms and conditions. The buyer submits his purchase offer by clicking on the "Buy Now" button in accordance with § 8 (2) FAGG. The e-mail sent as confirmation does not constitute acceptance of the contract. The purchase contract is concluded exclusively on the basis of the German-language contract documents, including these General Terms and Conditions. Any general terms and conditions translated into other languages with the best of knowledge and conscience or other information relevant for the conclusion of the contract shall serve exclusively to ensure easy accessibility for persons in these languages and shall not form part of the contract.

4 Inventory

It is not guaranteed that all goods displayed on the www.panamintpen.com website will be available at all times. Information about availability may be incorrect.

5 Duties arising from this contract

With the conclusion of this sales contract the buyer commits himself to pay the purchase price. The final gross purchase price, including all taxes as well as any shipping costs will be displayed in the immediate vicinity of the "Buy Now" button. Import duties and tariffs at the buyer's location may change without prior notice and will therefore not be included in this final overview. The seller commits himself with the conclusion of this sales contract to hand over the good of one (1 piece) black ballpoint pen made of stainless steel with silver-coloured ornamental elements made of copper as well as packaging made of cardboard with printed logo. The goods can be delivered to the buyer by a carrier, personal delivery by the seller cannot be requested by the buyer. The seller undertakes to deliver the goods as soon as possible after the conclusion of the contract, depending on the stock of goods and the order situation. § 7a KSchG is not applicable.

6 Warranty

The buyer is entitled to the legal warranty rights according to § 932 ABGB after receiving the goods. The transferee (buyer) may demand improvement (rectification of defects or supplement of missing parts), replacement of the goods as well as, if one of the conditions of § 932 ABGB (see next paragraph) is met, a reasonable reduction in payment (price reduction) or cancellation of the contract (rescission).

Initially, the transferee may only demand the improvement or replacement of the object, unless the improvement or replacement is impossible or would involve a disproportionately high expense for the transferor (seller) compared to the other remedies. Whether this is the case also depends on the value of the defect-free item, the severity of the defect and the inconvenience to the transferee associated with the other remedies.

The improvement or replacement shall be effected within a reasonable period of time and with the least possible inconvenience to the transferee, taking into account the nature of the object and its purpose.

If both the improvement and the replacement are impossible or would involve a disproportionately high expense for the transferor, the transferee shall have the right to a price reduction or, if the defect is not merely minor, the right to rescission. The same applies if the transferor refuses or does not carry out the improvement or the exchange within a reasonable period of time, if these remedies would be associated with considerable inconvenience for the transferee or if they are unreasonable for him for valid reasons in the person of the transferor.

The right to a warranty must be invoked in court within two years in the case of movable property. The period begins on the date of delivery of the goods, but in the case of defects in title only on the date on which the defect becomes known to the transferee.

7 Withdrawal from contract

In the following section of the General Terms and Conditions, the Seller fulfils his information obligations pursuant to § 4 para 1 subparas 8, 9 and 10 FAGG in the sense of § 4 para 3 FAGG. The Buyer acknowledges this information by accepting the General Terms and Conditions. The purchaser is entitled to the following statutory withdrawal periods:

Information on the exercise of the right of withdrawal in the case of a contract of sale for the supply of one or more goods in a consignment

Revocation instruction

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The withdrawal period shall be fourteen days from the date on which you or a third party other than the carrier designated by you took possession of the goods;

In order to exercise your right of withdrawal, you must inform me, Georg Wimmer, Kirchengasse 19/29, 1070 Vienna, + 43 669 17217855, contact@panamintpen.com, of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter, fax or e-mail). You can use the attached sample revocation form, which is not mandatory.

You may also electronically complete and submit the sample withdrawal form or other unambiguous statement on our website www.panamintpen.com. If you make use of this option, we will immediately (e.g. by e-mail) send you confirmation of receipt of such a revocation.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of withdrawal

If you revoke this contract, we shall reimburse to you all payments we have received from you, including delivery charges (other than additional charges resulting from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notice of your revocation of this contract. We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund.

We may refuse to refund until we have received the goods back or until you have proved that you have returned the goods, whichever is earlier.

You shall return or deliver the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the revocation of this contract.

This period shall be deemed to have been complied with if you dispatch the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

You shall only be liable for any loss in value of the goods if such loss in value is due to a handling of the goods which is not necessary for testing their condition, properties and functionality.

Information on the exercise of the right of withdrawal in the case of a contract of sale for the supply of several goods in several consignments within the framework of a single order

Revocation instruction

Right of withdrawal

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

The withdrawal period shall be fourteen days from the day on which you or a third party named by you who is not the carrier have taken possession of the final goods.

In order to exercise your right of cancellation, you must inform me, Georg Wimmer, Kirchengasse 19/29, 1070 Vienna, + 43 669 17217855, contact@panamintpen.com by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. You can use the attached sample revocation form, which is not mandatory.

You may also electronically complete and submit the sample withdrawal form or other unambiguous statement on our website www.panamintpen.com. If you make use of this option, we will immediately (e.g. by e-mail) send you a confirmation of receipt of such a revocation.

In order to comply with the withdrawal period, it is sufficient for you to send notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we will reimburse to you all payments we have received from you, including delivery charges (other than additional charges arising from your choice of method of delivery other than the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notice of your withdrawal from this contract. We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund.

We may refuse to refund until we have received the goods back or until you have proved that you have returned the goods, whichever is earlier.

You shall return or deliver the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the revocation of this contract.

This period shall be deemed to have been complied with if you dispatch the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

You shall only be liable for any loss in value of the goods if such loss in value is due to a handling of the goods which is not necessary for testing their condition, characteristics and function.

Information on the exercise of the right of withdrawal in the case of a contract for the supply of goods in several instalments or pieces

revocation instruction

right of withdrawal

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

The withdrawal period shall be fourteen days from the date on which you or a third party, other than the carrier, designated by you have taken possession of the final part of the goods or the final item.

In order to exercise your right of withdrawal, you must inform me, Georg Wimmer, Kirchengasse 19/29, 1070 Vienna, + 43 669 17217855, contact@panamintpen.com, of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You can use the attached sample revocation form, which is not mandatory.

You may also electronically complete and submit the sample withdrawal form or an other unambiguous statement on our website www.panamintpen.com. If you make use of this option, we will immediately (e.g. by e-mail) send you a confirmation of receipt of such a withdrawal.

In order to comply with the withdrawal period, it is sufficient for you to send notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we will reimburse to you all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date we receive notice of your withdrawal from this contract. We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund.

We may refuse to refund until we have received the goods back or until you have proved that you have returned the goods, whichever is earlier.

You shall return or deliver the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the withdrawal from this contract.

This period shall be deemed to have been complied with if you dispatch the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

You shall only be liable for any loss in value of the goods if such loss in value is due to a handling of the goods that is not necessary for testing their condition, properties and functionality.

Withdrawal form

If you wish to cancel the contract, please fill in this form and return it to us.)

- To Georg Wimmer, Kirchengasse 19/29, 1070 Vienna, + 43 669 17217855, contact@panamintpen.com

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following services (*)

-Ordered on (*)/received on (*)

-Consumer(s) name(s)

-address of the consumer(s)

-Signature of the consumer(s) (only for paper communication)

-Date

(*) Cross out as appropriate.