

# General Terms and Conditions

This shop is operated by  
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UID Nr. ATU78870857

Einzelunternehmen Handelsgewerbe mit Ausnahme der reglementierten Handelsgewerbe und Handelsagent GISA-Zahl 35513421 Behörde gem. ECG (E-Commerce Gesetz) Bezirkshauptmannschaft Salzburg-Umgebung

Please read these general terms and conditions carefully before placing an order. They are important, as these general terms and conditions govern the sales of our products. They exclusively regulate all our offers, sales and shipment consent. They are effective when an order is placed by you.

We reserve the right to modify at any time these general terms and conditions. Therefore, we would recommend that, every time you place an order, you print out and keep a copy of these terms and conditions for future reference.

## Ordering

The ordering process consists of easy steps.

1. Configure your Tomjet. All prices are without VAT! The VAT depends on the target region.
2. Submit your non-binding order.
3. Please let me know your desired payment method.
4. You can pay per PayPal or per bank transfer.
5. Each order is personally checked by myself for availability, fees and shipping costs.
6. You will receive your personal quote. Your order is confirmed after the receipt of your payment.

## Prices

The prices indicated on our shop are in Euros and do not include VAT and do not include delivery. We reserve the right to modify our prices at any moment but we will apply the current rates as indicated to you on our shop at the time your order was placed. The VAT depends on the target region. Any change of VAT rate will be reflected in prices.

You may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

## Payment

You have two options to pay for your purchase:

- either by bank transfer on our bank account (bank foreign currency fee 5,€)
- via PayPal (Paypal buyer protection +2,5%, opt. Paypal foreign currency fee +3%)

Once you have chosen your method of payment, you must pay for your order, which finalizes the purchase agreement made with us. Please note that any product purchased by you remains our exclusive property until full payment has been received by us.

## Delivery

Once payment has been received by us we will dispatch the purchased product. We aim to dispatch your product(s) as soon as possible following cleared payment. Your payment will be considered as cleared after the money has been deposited into our bank account.

Incorrect personnel details may lead to problems or delays in delivering, so before placing your order, please ensure that you have indicated full address details, including accurate postcode of the intended recipient. Since the details you give us are essential for the processing and delivering of orders and for billing, failure to provide these details will result in the cancellation of your order. In no case shall any delay in delivering be grounds for rejecting a product or cancelling an order.

Shipping is made by DHL. The prices and delivery times depend on the geographical zones. Depending on the weight and or size of your shipment the prices may vary or your order can be split into two or more single units.

all EU countries	up to 4 days	15,99 €
Switzerland & Great Britain	up to 7 days	26,90 €
Non-EU Europe	up to 7 days	29,99 €
Russia	up to 20 days	30,99 €
USA	up to 15 days	47,99 €
Parts of North Africa, Canada, Middle East, Parts of Asia	up to 30 days	37,99 €
China	up to 14 days	42,99 €

rest of the world	up to 30 days	45,99 €
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## Right of retraction

You have the right to withdraw from the purchase of a product within seven '7' working days following the day the product has been delivered. If you wish to withdraw from the purchase of a product, you must return the product to us within this time period, in its original wrapping, in a new and unused condition, with your proof of purchase.

Please note that the present right of retraction only applies to products that are returned to us in their original, complete working condition 'packaging, accessories, user guide etc.' Upon reception we will refund you. However, if we find that the product has not been returned to us in a new and unused condition, we reserve the right to refuse the refund. For your protection, we recommend that you use a recorded delivery service as we cannot be held responsible for goods not received. Shipping fees remain your responsibility.

## Warranty

All products have been checked and packaged in a good condition before dispatch. All products sold by us come with a legal guarantee concerning product conformity and hidden defects. We are required to deliver a product that is suitable for the purpose of such product and that corresponds to the description given by us.

We are responsible for hidden defects in the product sold, which render the product unsuitable for its intended use, or which impairs its capacity to be used so much, that a buyer would not have purchased it, or would only have paid a reduced price for it, had he been aware of such hidden defects. Please note that we do not sell products for professional usage.

All warranties given by us shall not apply unless you shall first give us reasonable opportunity to investigate all claims for alleged non-conformity or defective products. All claims must be fully explained by you in writing within eight (8) days after you learned or reasonably should have learned of the non-conformity or the defect of the purchased product, otherwise such claim shall be deemed to have been waived by you.

Furthermore, you must return the concerned product to us at the latest within the same period of time. Shipping fees will be your responsibility. Whatever the problem is with your product, you must attach, with the defective product, a copy of your invoice, the guarantee (in the box) and the return goods voucher.

We exclude all liability for any claims, liabilities, losses, damages, costs, charges and expenses, including without limitation, loss of profits, and any other consequential, incidental, special or punitive damages, even if we have been advised of the possibility of such damages arising directly or indirectly out of or in any way connected with your order of a product and the sale by us of that same product.

In any case, our liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising for reason of or in connection with your order, and the sale by us of the product you ordered shall be limited to the price you have paid for the product. You assume all risk and liability incurred by the use of the product concerned by your order, whether used singly or in combination with other products. Nothing in these general terms and conditions shall limit our liability for fraud.

## **Data Protection**

When you place an order, we collect certain personal information as for example your email address, your name and postal address. We use this information to process your order and to deliver the products. We may use this information to provide you with information about our products. You have the right to receive a copy of the personal information that is held about you. You may request a copy of this information by contacting us by email at the following email address: [office@tomjets.com](mailto:office@tomjets.com)

## **General**

Should any provision of these general terms and conditions become illegal or void for any reason, the validity of the remaining provisions shall not be affected and you shall enter into negotiations in good faith with us to find a replacement for the provision, which is of similar economics effect to both of us.

These general terms and conditions shall be governed by and construed in accordance with the laws of Austria and in relation to any legal actions or proceeding arising out of or in connection to your order of any products and our sale of such same product to you, each of the parties (you and us) submit to the exclusive jurisdiction of the Courts of Austria

February 2023