

General Terms and Conditions of Business of Vita+ Naturprodukte GmbH, Sportplatzweg 7, A-6336 Langkampfen, Austria

§ 1 Applicability

(1) The following General Terms and Conditions of Business (GTC), in the version valid at the time of ordering, shall govern the relationship between Vita+ Naturprodukte GmbH (hereinafter referred to as Vita+) and the Customer. Any alternative agreements must be made in writing. **By placing an order the Customer agrees to these GTC, which thereupon become binding.**

(2) Severability clause: Should individual provisions of the GTC that form the basis of the contract be or become void, illegal or unenforceable by virtue of mandatory legal provisions – in particular those of the Austrian Consumer Protection Act, E-Commerce Act or Product Liability Act - the validity of the remaining provisions of these GTC shall in no way be affected.

§ 2 Offer & conclusion of contract

(1) All offers on this website are non-binding and subject to change without notice. The presentation of our products in the Online Shop does not represent a legally binding offer, but merely serves as a non-binding online catalogue. Vita+ expressly reserves the right to change product specifications and availability at any time without prior notice.

(2) **By clicking on the "Place order" button in Step 4 of the ordering process you submit a binding order for the items in your shopping cart.** After we have received a positive confirmation of our payment provider Ogone on your order you will receive an immediate confirmation of receipt, which constitutes acceptance of your order. We may accept your order by sending you an order confirmation by e-mail or by dispatching the goods ordered. By placing an order you declare that you are at least 18 years of age. Should this turn out not to be the case, we are entitled to withdraw from the contract.

(3) Under **"How to order"** you will find a step-by-step guide to the ordering process as well as information about the integrated verification tools used to identify and correct data input errors. The **Privacy notice** section contains detailed information about the collection, processing and disclosure of your personal data and your information access rights.

§ 3 Prices & payment options

(1) Unless expressly stated otherwise, all prices quoted on the product overview and product detail pages are in euro ex-factory/warehouse and include VAT at the prevailing rate (standard rate 20%; reduced rate 10% pursuant to § 10 par. 2 Austrian Value Added Tax Act).

(2) The minimum order value (excluding delivery charges) for Austria and Germany is € 10. For all other countries listen under **Delivery** the minimum order value is € 20.

(3) Unless agreed otherwise in writing, postage and delivery charges will be added to the total order amount and charged to the Customer.

(4) Set-off: The Customer shall only be entitled to set off payments due to Vita+ if his/her counterclaims have been irrevocably established by a court of law or recognized in writing by Vita+.

(5) Vita+ accepts no liability for spelling, printing or calculation errors and reserves the right to make price changes without prior notice. For remittance of the total order amount (consisting of the stated purchase price of the items ordered plus the relevant delivery charges) you may choose from the payment offered by Ogone.



(6) Payments and card security

All payments are handled by Ogone Payment Services. Ogone is in charge of the security of payments and is responsible for the safety of payments. Ogone's SSL certificate and PCI DSS compliance ensure the highest levels of security. Follow link to view PCI DSS certificate. You can pay for the hire with your debit or credit card (Visa or Mastercard). To make your payment you will need your 16 digit card number, the expiry date and the CVC (3 digit security code).

When paying by card you will be connected directly to the payment centre and your card details are secured by encryption and authentication technology. The encrypted card data is not processed through Vita+ and therefore will not be saved by us. Any charges made by your bank for this payment (exchange rate, bank charges etc.) will be paid by you. Once your payment has been accepted the order, on our website, will be processed. If the payment is refused by the bank the reservation will be cancelled.

(ad6) PayPal: In this case Vita+ is willing to accept funds credited to the PayPal account of Vita+ as conditional payment (§364 II Austrian Civil Code); service provider is PayPal (Europe) S.à.r.l. et Cie, S.C.A., 5th floor, 22-24 Boulevard Royal, L-2449, Luxembourg. We also accept payment SOFORT Banking(Payment Network AG, Fußbergstrasse 1, 82131 Gauting, Germany). All contractual relations between PayPal and/or SOFORT Banking and their customers are governed exclusively by their respective terms and conditions of use.

§ 4 Delivery terms and conditions & availability disclaimer

(1) Delivery is usually made within 7 working days of your order being received by Vita+, **but in all cases within 30 days of the order date.**

(2) Without exception, delivery shall be made to the address stated by the Customer and specifically not until payment has been received for the total order amount. The Customer undertakes to notify us of any change of address prior to placing a new order, but at the latest in the process of placing said order. The Customer shall in any case bear the risk of the ordered goods being deemed undeliverable (default in delivery) if we were not notified of the change of address in accordance with the contract. If the Customer does not accept delivery of the goods as agreed (default in acceptance), we shall be entitled either to store the goods on our own premises, for which we shall charge the Customer warehouse costs in the amount of 0.1% of the gross invoice amount per calendar day or part thereof, or to store them at an authorized commercial warehouse at the Customer's expense and risk.

(3) Postage and packing charges are € 3.80 for deliveries within Austria, € 6.80 for deliveries to Germany and € 9,80 to all other countries listed under Delivery. Please see the Delivery section for further details. Our delivery charges may be adjusted at any time in line with current market rates. The price lists on our website will be updated without delay to show any amended prices and charges.

(4) Free delivery: For orders with a total value of € 50 or more incl. VAT but excl. postage and packing we deliver free of charge to addresses in Austria and Germany. All other countries listed under Delivery are delivered free of charge starting from a total value of € 80.

(5) Availability disclaimer: If any items ordered are out of stock at the time of ordering and/or not available for delivery within the timeframe stated under §4 par. 1 – for instance due to defective raw materials and/or incorrect or non-punctual delivery from our suppliers – we will notify the Customer without delay in writing or by telephone. If the item or a suitable replacement cannot be supplied within a reasonable period of time we shall be entitled to withdraw from the contract: in this case we shall inform you immediately that the item is not available and refund any payments you have already made.

(6) We take every care to ensure that the descriptions and product specifications on our website are correct. However, the Customer accepts that there may be minor and reasonable deviations from time to time. This applies in particular to variations due to the nature of the product (e.g. variations in size, color, quality, etc. caused by growth and weather conditions).



§ 5 Warranty and liabilities

(1) In the event of a defect, the statutory provisions shall apply. Vita+ shall not be liable for any further damages incurred by the customer due to the defective item.

(2) This disclaimer of liability does not apply to damages resulting from injury to life, body or health caused by an intentional or negligent breach of duty by Vita+ or an intentional or negligent breach of duty by its legal representatives or agents.

(3) The Customer shall inspect the goods immediately upon delivery for completeness and any visible damage or defects. Any such damage or defects shall be reported to Vita+ without delay, or in any case within 14 days of receipt of the goods. Such notification shall be made in writing, describing the defect in as much detail as possible.

(4) Once the defective goods have been reported, they shall be returned to Vita+ with sufficient postage affixed, if possible in the original packaging. The risk of returned goods going astray or being damaged due to improper packaging lies with the Customer. It goes without saying that replacements can only be granted for goods returned in accordance with the above conditions.

(5) If a delivered item proves to be defective, the Customer may only demand a replacement in the first instance. If Vita+ is unable to supply a replacement, if supplying such replacement would require disproportionate effort or if a replacement cannot be supplied within a reasonable period of time, the Customer shall be entitled, at his/her own discretion, to withdraw from the contract and demand a refund of the purchase price.

(6) Except in the event of intent or gross negligence, the Customer explicitly waives the right to claim for damages of any kind, in particular damages for defective goods, non-fulfilment, default in delivery or consequential damages.

§ 6 Retention of title

Vita+ shall retain the title to the goods sold until full payment of all our claims vis-à-vis the Customer.

§ 7 Contractual language, legal venue and applicable law

Contracts, all other information, customer service and complaint management are offered and handled in German and English. Unless mandatory legal provisions dictate otherwise, it is agreed that the court with jurisdiction over the registered office of Vita+ shall be the legal venue for all disputes – that is, either Kufstein District Court or Innsbruck Regional Court. It is explicitly agreed that the place of performance of the contract shall be the company headquarters of Vita+ in 6336 Langkampfen. The laws of Austria shall apply as amended.

GTC of Vita+ Naturprodukte GmbH, Sportplatzweg 7, 6336 Langkampfen

Tel.: +43 5332 75654-0, Commercial Register no.: FN 32503 z

Legal venue: 6330 Kufstein, Austria

The Verival Team

