



## GENERAL TERMS AND CONDITIONS **WEBSHOP**

### 1. SCOPE OF APPLICATION

The business relationships between you (hereinafter referred to as “the Purchaser”) and Palais Events Veranstaltungen GmbH (hereinafter referred to as “Café Central” or “the Seller”) as part of distance selling are governed exclusively by these general terms and conditions (GTC) as applicable at the time the contract is concluded. Café Central does not recognise any terms and conditions of contract of the Purchaser which deviate from these GTC.

### 2. PRODUCTS

There may be discrepancies in the depiction of services offered for sale. Errors and amendments to articles excepted. Vouchers are only valid once the amount payable has been paid in full.

Vouchers may only be redeemed in Café Central. The issuer is entitled and obliged to redeem the voucher for the respective holder. The Purchaser is responsible for keeping the voucher form confidential. Café Central assumes no liability for any misuse of voucher forms. Vouchers may only be redeemed once. Vouchers cannot be redeemed for cash and are valid for one year from the issue date. If the value of food and/or beverages consumed is less than that of the voucher, the remaining amount is forfeited, and the difference will not be paid out.

An invoice with a tax statement can only be issued when the services are rendered, i.e. when the voucher is redeemed (Umsatzsteuergesetz [Value Added Tax Act]).

Vouchers with a specified validity period that are issued by the Seller at no cost as part of advertising campaigns and which cannot be bought by the Purchaser (offer vouchers) may only be redeemed in the Seller’s webshop during the period stated.

### 3. PRICES

Unless stated otherwise in the Seller’s product description, the prices specified are total prices including statutory VAT (exception: vouchers). Unless stated otherwise, delivery costs will be charged additionally (see point 6).

### 4. ORDER PROCESS AND CONCLUSION OF CONTRACT

The Purchaser orders the goods/services using the online order form integrated into the Seller’s webshop. After putting their chosen goods and/or services into their virtual shopping basket and completing the electronic order process, the Purchaser makes a legally binding offer in relation to the goods and/or services in the shopping basket by clicking on the “Place order” button.

An order can only be placed if all mandatory fields (marked with an asterisk) have been filled out.

The contract is concluded with Palais Events Veranstaltungen GmbH (Café Central) and enters into force when payment is made for the goods.

The Seller retains ownership of goods which have been ordered or delivered vis-à-vis consumers until the purchase price and shipping costs have been paid in full.

Café Central has the right to reject online orders. This decision is within the sole discretion of Café Central. If, for whatever reason, Café Central cannot fulfil a Purchaser’s order, it will inform the Purchaser of this by e-mail. Café Central reserves the right to restrict the size of shipments to normal household quantities. If an order exceeds this quantity, the Purchaser will be informed by e-mail.

### 5. PAYMENT CONDITIONS

In the case of online orders, the invoiced amount is payable immediately and constitutes a condition of the contract. The Purchaser has several payment options when using the Seller’s webshop.

### 6. INFORMATION ON WITHDRAWAL

You have the right to withdraw from the contract within 14 days without giving reasons. The deadline for withdrawal is 14 days from the day when you, or a third party nominated by you who is not the transporter, take(s) possession of the goods. To exercise your right of withdrawal, you must inform us (Palais Events Veranstaltungen GmbH, Herrengasse 14, 1010 Vienna, [cafe.central@palaisevents.at](mailto:cafe.central@palaisevents.at)) of your decision to withdraw from the contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). Sending notification of the exercise of the right to withdraw before the deadline for withdrawal expires is sufficient to comply with the deadline for withdrawal.



There is no right to withdraw from the contract if you begin to make use of the service during the period for withdrawal or you have ordered perishable goods. Therefore, the Purchaser does not have the right to withdraw from the contract if they have ordered a Café Central Torte or other foodstuffs (e.g. coffee etc.). This right to return goods/services only applies to Purchasers who are classified as consumers.

## 7. SHIPMENT

Products ordered from the webshop are shipped by post. Delivery costs depend on the delivery address (country) and the weight of the consignment. The delivery costs are calculated at the webshop checkout. Additional export and import levies are payable for deliveries outside Austria; these must be borne by the Purchaser. No liability is assumed for delays in postal delivery.

If the transport company returns the goods to the Seller because it was not possible to deliver them to the Purchaser, the Purchaser must bear the costs of the failed delivery attempt. This does not apply if the Purchaser exercises the right of withdrawal effectively, if the Purchaser is not responsible for the circumstance that made delivery impossible or if the Purchaser was temporarily unable to accept the performance offered, unless the Seller had informed the Purchaser of when performance would be offered a reasonable time in advance.

If the Purchaser is a consumer, the risk of accidental loss and accidental deterioration of the goods sold only transfers when the goods are handed over to the Purchaser or other person authorised to accept the delivery.

In the event of circumstances beyond the parties' control, such as force majeure, unforeseeable disruptions to business operations, interference by public authorities, transport or customs delays, damage in transit, exclusion of important components and labour disputes, the deadline for delivery will be extended by the duration of such events.

## 8. MINIMUM AGE

Only persons aged 18 and over may make purchases in our webshop.

## 9. SECURITY GUARANTEE AND DATA PROTECTION

Your security is our leading priority. Therefore, if payment is made by credit card, data such as the credit card number, sort code, account number, name and address are transmitted via a secure SSL connection. As a result, no unauthorised persons are able to read the data you have entered online. To ensure additional security in the webshop, we have implemented a series of additional security measures. We process your information automatically. Your data are not passed on to third parties.

By providing personal data (in particular an e-mail address), the Purchaser consents to the collection, storage and processing of the data provided on the submitted form. The Purchaser expressly consents to the storage of their personal data.

The Contractual Partner issues its express approval for the Organiser's personal data, as disclosed to Café Central, to be processed with automated media and for the personal data to be used for purposes of direct promotion, within the framework of the legal provisions laid down by Café Central.

The Customer consents to place participants' personal details at the disposal of Palais Events Veranstaltungen GmbH, and offers the same consent concerning the details of companies which are required for the provision of agreed services, and the Customer accepts that personally-related details may be passed on – in the interests of the satisfactory completion of services ordered – to:

- Service providers and to:
- Public authorities, and to banks, for purposes relating to official reporting obligations, taxation requirements and other legally stipulated purposes.

If it should arise that the forwarding of data for personal details comes to be conducted not by the affected party himself/herself but by other representatives of the Customer, then the Customer accordingly agrees to notify the party being the subject of the forwarding of data to Palais Events Veranstaltungen GmbH, and being the subject of the forwarding of data by Palais Events Veranstaltungen GmbH to the categories of recipients defined above. Palais Events Veranstaltungen GmbH shall treat such data in confidence as required by the applicable data-protection provisions, and shall pass the data to third parties only if this is necessary for purposes of the representation service that has to be provided, or if such sharing of data is obligatory under legal regulations.



A detailed description of joint rights & obligations – together with an indication of the contact persons competent to deal with questions on data protection – can be found on [www.cafecentral.wien/en/data-security](http://www.cafecentral.wien/en/data-security), in the section dealing with the data-protection declaration.

#### **10. GUARANTEE**

If the goods are defective, the relevant statutory provisions apply. Please inspect the delivery for completeness and possible defects as soon as you receive it. We request that you obtain confirmation from the deliverer of any damage which has obviously been caused by transport. Please inform Café Central promptly of a defective delivery at [cafe.central@palaisevents.at](mailto:cafe.central@palaisevents.at), stating your order details. The deadline for making complaints is ten days, upon receipt of the goods. Claims for damages cannot be enforced against the transport company if no such notification of damage is made. The guarantee does not cover damage due to weather conditions.

In the event of defects, Café Central is entitled to remedy these at its own expense by exchanging the defective goods for goods which are free from defects within a reasonable period. If the Seller remedies a defect, the Purchaser will incur no costs or fees for this. However, Café Central may request that the Purchaser returns the goods to Café Central at the Purchaser's own risk and expense within 30 days, provided that this is possible. The Purchaser must allow Café Central to correct defects. The defective goods must be returned in compliance with statutory provisions. No further exchange is possible if a consignment is returned which was sent free of charge in fulfilment of guarantee obligations.

#### **11. LOSS**

Palais Events Veranstaltungen GmbH (Café Central) cannot offer any compensation in the event of the loss, theft (of all goods) or redemption of the voucher by an unauthorized person (vouchers).

#### **12. APPLICABLE LAW AND JURISDICTION**

This contractual relationship is governed exclusively by Austrian law to the exclusion of its conflict of law rules. The place of jurisdiction is the competent court for the first district of Vienna (Innere Stadt).

**LAST UPDATED APRIL 2018**