

General Terms and Conditions

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1) Scope of application

1.1 These General Terms and Conditions (hereinafter referred to as "T&C") of the

NOVIAXA eU

Welschgasse 8/4

1230 Vienna

Tel. + 43-664-75156745

Email: info@novi.axa.com

apply to all contracts for the delivery of goods and services that a consumer or entrepreneur (hereinafter referred to as "Customer") concludes with the Seller with regard to the latter's goods and services. The inclusion of the Customer's own terms and conditions is hereby objected to, unless otherwise agreed.

A consumer is a natural person, who is acting outside the scope of an economic activity. Entrepreneur in the sense of these General Terms and Conditions is a natural or legal entity or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity. Stock corporations, limited liability companies, commercial cooperatives, mutual insurance associations, savings banks, European Economic Interest Groupings (EEIG), European Companies (SE) and European Cooperatives (SCE) are entrepreneurs by virtue of their legal form.

2) Contract conclusion

2.1 The product descriptions contained in the online store of the seller do not represent binding offers on the part of the seller, but serve to submit a binding offer by the customer.

2.2 The customer can submit the offer via the online order form integrated into the seller's online store. In doing so, after configuring the selected goods or services and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods or services contained in the shopping cart by clicking the button that concludes the ordering process.

2.3 The seller may accept the customer's offer within two working days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the customer shall be decisive, or
- by requesting the customer to pay after placing his order.

If several of the aforementioned alternatives exist, the contract shall be concluded at the time when one of the aforementioned alternatives occurs first. The period for the acceptance of the offer begins on the day after the sending of the offer by the customer and ends with the expiry of the second working day following the sending of the offer. If the Seller does not accept the Customer's offer within the aforementioned period, this shall be deemed to be a rejection of the offer with the consequence that the Customer shall no longer be bound by its declaration of intent.

If the customer selects a payment method during the online ordering process by clicking the button that concludes the ordering process and at the same time also gives a payment order to his payment service provider to transfer the money directly to the seller's account, the seller declares, in deviation from section 2.3, already now the acceptance of the customer's offer at the time when the money arrives at the seller's account.

2.4 When submitting an offer via the Seller's online order form, the text of the contract shall be stored by the Seller after the conclusion of the contract and transmitted to the Customer in text form (e.g. e-mail) after the Customer has sent his/her order.

If the customer has set up a user account in the seller's online store before submitting his/her order, the order data will be archived on the seller's website and can be accessed by the customer free of charge via his/her password-protected user account by providing the corresponding login data.

2.5 The German and English languages are available for the conclusion of the contract.

2.6 The order processing and contacting usually take place via e-mail and automated order processing. The customer must ensure that the e-mail address provided by him for order processing is correct so that e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

3) Right of withdrawal

3.1 Consumers residing in the EU are generally entitled to withdraw from a distance contract.

A distance contract is a contract between the seller and a consumer concluded without the simultaneous physical presence of the seller and the consumer, using exclusively means of distance communication (fax, internet, telephone) up to and including the conclusion of the contract.

4) Prices and terms of payment

4.1 Unless otherwise stated in the Seller's product and service description, the prices quoted are total prices which include the statutory VAT.

5) Retention of title

5.1 In relation to its customers, whether consumers or entrepreneurs, the seller retains ownership of the goods provided until full payment of the purchase price owed.

6) Delivery and shipping conditions

6.1 Our offers are open to all customers with a residence or registered office in the EU.

6.2 The delivery of goods is made by shipping to the delivery address specified by the customer, unless otherwise agreed.

6.3 If the customer is acting as an entrepreneur, the risk of loss or damage to the sold goods shall pass to the customer as soon as the seller has delivered the item to the carrier, the freight forwarder or the person or company otherwise designated to carry out the shipment. If the customer is acting as a consumer, the risk shall pass to the consumer only as soon as the goods are delivered to the consumer or to a third party designated by the consumer and different from the carrier. If, however, the consumer has concluded the

contract of carriage himself without making use of a choice proposed by the entrepreneur, the risk shall pass as soon as the goods are handed over to the carrier.

7) Warranty / liability

7.1 The provisions of the statutory warranty apply.

If the customer acts as an entrepreneur, the following also applies:

- In principle, an insignificant defect does not constitute a warranty claim,,
- The seller has the choice of how to remedy the defect.
- The limitation period does not start again if a replacement delivery is made within the scope of liability for defects.

If the customer acts as an entrepreneur in the sense of the Austrian Commercial Code (UGB), he shall be subject to the commercial obligation to examine the goods and to give notice of defects pursuant to § 377 UGB. If the customer fails to comply with the notification obligations regulated therein, the goods shall be deemed approved.

Liability of the seller is excluded for slight negligence, unless personal damage is involved. These liability regulations also apply with regard to the liability of the seller for his vicarious agents and legal representatives.

8) Place of jurisdiction / applicable law

8.1. Austrian substantive law shall apply exclusively under exclusion of the UN Convention on Contracts for the International Sale of Goods. With regard to consumers, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

8.2. In the relationship with entrepreneurs, the court with subject-matter jurisdiction at the registered office of the seller is agreed as the exclusively competent court.

8.3. If the customer is a consumer, he can be sued only at the court of his domicile and can sue the seller either at the seller's domicile or at the customer's domicile;

9) Alternative dispute resolution

9.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.