



## **GENERAL WEBSITE SHOP TERMS AND CONDITIONS OF Wiener Kongresszentrum Hofburg Betriebsgesellschaft m. b. H.**

### **1 SCOPE OF APPLICATION**

- 1.1 These general terms and conditions of sale and supply apply to all shipments of goods made by Wiener Kongresszentrum Hofburg Betriebsgesellschaft m.b.H. (hereinafter referred to as "HOFBURG Vienna") on the basis of orders placed online. The customer acknowledges these general terms and conditions of sale and supply upon placing an order or, at the latest, upon receipt of the goods.

### **2 CONCLUSION OF A CONTRACT**

- 2.1 Our products and services are subject to change without notice. A customer order constitutes a legal offer to which the customer is bound for three weeks. A contract is concluded upon confirmation of the order or upon shipping or any other performance of the contract by us. The customer is not required to provide any further notification of acceptance.
- 2.2 We are entitled to accept only certain parts of an order.
- 2.3 An order is only possible where all mandatory fields (marked with an asterisk) have been completed. Before submitting an order, the customer receives a summary of the content of the order, including all prices, which the customer may then correct or confirm. Receipt of an order by us is confirmed by an automatically issued e-mail which does not constitute acceptance of the order. We receive e-mails only during regular business hours (Monday to Friday from 9am to 4pm, excluding statutory public holidays in Austria). Any e-mails that are received on our server outside of these hours are deemed to have been received on the following working day.
- 2.4 The customer is aware that the internet is not a secure means of communication, and that data sent via the internet may become known to, or be modified by third parties. The customer bears the risk of data not being received by us in the form sent by the customer or at all. We trust that data received by us has been sent in such form by the customer.
- 2.5 Where the customer purchases admission tickets, he/she undertakes to exchange the order confirmation sent to him/her for an original ticket. Acceptance of tickets by the customer shall be confirmed by signature.
- 2.6 HOFBURG Vienna shall not be liable for any loss or damage caused by payments not being authorised by the customer's credit card company and/or for any goods lost during shipping by post. In particular, HOFBURG Vienna shall not be liable for shipping performed by third parties such as Österreichische Post AG or any other shipping or courier services. For this reason no compensation claims against HOFBURG Vienna will be accepted for wrong or non-delivery of goods.

**Wiener Kongresszentrum Hofburg Betriebsgesellschaft m.b.H.**

Postfach 113, Heldenplatz, 1014 Wien, Austria, T +43 1 5873666, F +43 1 5356426, [vienna@hofburg.com](mailto:vienna@hofburg.com), [www.hofburg.com](http://www.hofburg.com)  
Bank: Erste Bank, Konto: 002-87059, BLZ 20111, IBAN AT612011100000287059, BIC: GIBAATWW, ATU 38582903, FN 80531d, Handelsgericht Wien



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## 3 PRICES

- 3.1 Our prices include statutory Austrian value added tax and are exclusive of shipping costs or any ancillary services, unless the currently valid price list specifies other shipping conditions. In the case of international shipping, the applicable export and import duties must also be paid.
- 3.2 We also charge a lump sum for packaging and dispatching our shipments ("Shipping Costs"); the exact amount depends on the product ordered and the destination of the delivery. A summary of the Shipping Costs can be retrieved at <http://www.hofburg.com>.

## 4 SHIPPING AND SHIPPING PERIOD

- 4.1 Shipping per EMS (domestic) or DHL (international) to the shipping address specified by the customer at the time the order is placed shall be at the customer's risk and expense. Shipping dates may be subject to change and are not binding. Non-compliance with shipping deadlines entitles the customer to rescind the contract only if we nevertheless fail to make the shipment although a time extension of at least two weeks has been agreed.
- 4.2 In the case of circumstances beyond our control, such as force majeure, unforeseeable operational disruptions, official interference, transportation and customs delays, damage in transit, rejection of important parts and industrial disputes, the shipping period shall be extended by the duration of the obstacle to delivery.
- 4.3 Where feasible, partial shipping is permitted by law. Each partial shipment shall be deemed to be a stand-alone transaction and may be billed separately.

## 5 WARRANTY

- 5.1 Any defect shall be reported, if possible, at the time of shipping or after such defect has become apparent without the customer, who is a consumer within the meaning of the *Konsumentenschutzgesetz* (Consumer Protection Act), being subject to any disadvantageous legal consequences in the case of failure to report defects. If the customer is an entrepreneur within the meaning of the Consumer Protection Act, he/she must, immediately after receipt, examine the shipped goods or otherwise performed service to ensure these are complete, correct and otherwise free from defects. In the case of any defects, the customer must make any complaints in writing immediately or at the latest five working days after receipt of the goods or services; otherwise he/she shall forfeit the right to all claims to which he/she would be entitled in the case of proper examination of recognisable defects.
- 5.2 For each shipment, claims arising from defects become statute-barred within the statutory warranty period of two years from the date of shipment or service, irrespective of the legal grounds advanced for the defects (including warranty, compensation for loss or damage or special rights of recourse). For consumers, in the case of legal defects, this period commences upon recognition of the defect.
- 5.3 Where the goods are defective, the customer may choose between rectification or exchange of the goods. Only if neither of these options is available may the customer request an appropriate



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price reduction or return of the goods and a refund, in accordance with statutory regulations. If we rectify a defect, this shall occur at our expense. In such case we may request the customer to send us the goods at our risk and expense, provided that this is possible. The customer is obliged to give us the option of rectifying any defects.

- 5.4 HOFBURG Vienna procures tickets for the purchaser on behalf and on the account of the event organiser concerned. Any claims whatsoever in connection with the event shall be addressed exclusively to such event organiser. HOFBURG Vienna shall only be liable for the proper procurement of tickets. In particular, the terms and conditions of the event organiser shall apply to the event.

## 6 COMPENSATION FOR LOSS OR DAMAGE

- 6.1 HOFBURG Vienna shall not be liable for any loss or damage on any legal grounds whatsoever, including delay, impossibility of service, violation of a contractual duty by an action, default in concluding a contract, consequential harm caused by a defect, defects, or prohibited actions, negligently caused by us or by persons for whom we are responsible. Customers who are entrepreneurs within the meaning of the Consumer Protection Act must prove gross negligence or wilful intent. In the case of contracts with consumers, personal injuries and damage to goods accepted for repairs are excluded from this limitation of liability.

## 7 PAYMENT TERMS

- 7.1 Bills shall be paid immediately, before commencement of the shipping period by means of one of the following credit cards:  
MasterCard or Visa  
The chosen credit card will be debited immediately upon placement of the order. Credit card data will not be stored in any form.
- 7.2 In the event of delayed payment we charge interest on arrears at the rate of 6% above the current base rate of the European Central Bank.
- 7.3 In the event that the customer defaults on payment or any other obligations, without prejudice to any other rights it may have HOFBURG Vienna is entitled to retain any shipments until the agreed consideration has been paid while ensuring compliance with the shipping deadline, or to rescind the contract after expiry of a reasonable time extension and to claim compensation due to non-fulfilment. In such case the customer must immediately return the shipped goods to HOFBURG Vienna at his/her own expense. We reserve the right to assert compensation claims for depreciation, wear and tear, our own transport costs, etc. In the event that we rescind the contract we are entitled to claim and retain 20% of the price as the minimum contractual penalty.
- 7.4 Where the customer breaches his/her contractual obligations, he/she undertakes to reimburse all expenses necessary for us to pursue our claims. The customer shall pay compensation of EUR 5 per reminder and EUR 25 for us to keep the contractual obligation on file during the dunning process. In addition, any costs of debt collection agencies up to the maximum fee limit as stipulated in the currently valid order governing fee limits of debt collection agencies, and any



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legal costs in accordance with the *Rechtsanwaltstarifgesetz* (Legal Practitioners' Fees Act) shall be compensated.

- 7.5 The customer may offset any claims only in the case of payment default on the part of HOFBURG Vienna, or against connected, undisputed or legally established claims. Entrepreneurs within the meaning of the Consumer Protection Act may assert rights of retention only with regard to claims of such kind.

## 8 RETENTION OF TITLE

- 8.1 Until complete payment of the price, including all incidental charges, the shipped goods shall remain in our exclusive and unlimited ownership. Until such time, the goods constitute property entrusted to the customer and may not be sold, pledged, donated or lent. The customer is not entitled to dispose of these goods without our prior express consent and bears full risk for the goods entrusted to him/her in every respect, including the risk of destruction, loss or deterioration.

## 9 DATA PROTECTION

- 9.1 The customer consents to the acquisition, processing, storage and utilisation of data provided by him/her in connection with the placement and processing of orders for accounting purposes and for internal market research and marketing purposes. This data is used by us legal compliance, payments management and advertising purposes.

## 10 RIGHT OF RESCISSION UNDER SECTION 5(E) CONSUMER PROTECTION ACT

- 10.1 A customer who is a consumer within the meaning of the Consumer Protection Act may rescind a contract which was concluded via distance selling, or a contractual declaration given via distance selling, until the expiry of the periods set out below. It is sufficient for the rescission declaration to be sent within the period of time concerned. The rescission period is seven working days, Saturday not being deemed a working day. The rescission period commences, in the case of shipment of goods, on the day of receipt of the goods by the customer, and in the case of contracts regarding the provision of services, on the day of conclusion of the contract. If we are in breach of our duty to inform under sections 5(d)(1) and (2) Consumer Protection Act, the rescission period shall be three months from the dates specified in the previous sentence. If we comply with our duty to inform within this period, the period during which the right of rescission must be exercised, as specified in the previous sentence, commences once we have provided the relevant information.
- 10.2 The customer has no right of rescission with regard to contracts with the following subject matters:  
Services of which performance vis-à-vis the customer commences as agreed within seven working days (section 5[e][2] first sentence Consumer Protection Act) of conclusion of the contract; goods or services the prices of which depend on movements in rates on financial markets over which we have no influence; goods which manufactured to customer specifications, which are clearly tailored to personal requirements, which are unsuitable for return due to their nature, are perishable or have already expired; audio or video recordings or



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software, provided that the delivered goods were unsealed by the customer; newspapers, magazines and illustrated magazines except for subscription periodicals (section 26[1][1] Consumer Protection Act); gaming and lottery services; home deliveries; or leisure services (section [5][c][4][1] and [2] Consumer Protection Act).

The customer hence generally has no right of rescission when ordering ball or concert tickets unless there are special cancellation terms, such as in respect of the Kaiserball.

- 10.3 If HOFBURG Vienna exercises its right of rescission in accordance with Clause 10.1, it must concurrently refund any payments made by the customer, and refund any related necessary and useful expenses paid by the customer. The customer must return the received goods (the direct cost of returning the goods must be borne by the customer, as agreed) and pay us a reasonable fee for the use of the goods, including compensation for any associated decrease in the common value of the goods; the transfer of goods into the customer's custody shall in itself not be deemed to constitute a decrease in value.

## 11 MISCELLANEOUS PROVISIONS

- 11.1 Shipments and declarations of intent shall be made to the address provided by the customer on the order form with legal effect, unless we are notified in writing of another address. When concluding the contract, the customer is obliged to completely and correctly provide all material information required in the form. Should the customer provide any incorrect, incomplete and unclear information, the customer shall be liable for all costs incurred by us as a result. In the case of any other damages, the customer is obliged to immediately notify us in writing of any changes to the customer's name, address or domicile. In case of failure to do so, each written notification sent to the address which the customer notified us of most recently shall be sufficient for the requirements of an effective notification.
- 11.2 An assignment of rights arising from the contract concluded with us to third parties requires our written consent.
- 11.3 In order for any amendments or subsidiary agreements to be valid, these require confirmation by company staff who are registered in the commercial register and are entitled to represent the company. Any such amendments or subsidiary agreements are valid only with respect to the individual transaction concerned. No other employees of our company are authorised to agree to amendments or subsidiary agreements to these general terms and conditions of sale and supply.
- 11.4 Any contractual terms and conditions of the customer are expressly and entirely excluded.
- 11.5 Should any individual clauses of these General Website Shop Terms and Conditions be ineffective, this shall not affect the validity of the remaining provisions and any contracts concluded on their basis. In place of the ineffective provision, the parties shall agree a provision which is effective and approximates most closely to the meaning and purpose of the ineffective provision.



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**12 APPLICABLE LAW; PLACE OF FULFILMENT; JURISDICTION**

- 12.1 All legal relationships with the customer shall exclusively be governed by Austrian substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 12.2 Vienna shall be the place of payment and fulfilment of all obligations arising from such contracts.
- 12.3 The competent Austrian court with geographical and substantive jurisdiction for the 1<sup>st</sup> District of Vienna is agreed as the place of jurisdiction for all disputes directly or indirectly arising from the contract. If the customer is a consumer within the meaning of the Consumer Protection Act, this place of jurisdiction shall be deemed to be agreed only where the customer has his/her domicile, habitual residence or place of work in this administrative district, or where the customer lives abroad. We are also entitled to bring an action against the customer at his/her general place of jurisdiction.