

General Terms and Conditions – as of 07/01/2023

1. Validity

These general terms and conditions (hereinafter GTC) apply to all sales contracts that are concluded between the small business owner Ales Trnka and companies and consumers (hereinafter customer) and relate to products that are offered in the online shop: schwarzdorn.io. We only recognize conditions of the customer that deviate from our General Terms and Conditions if we expressly agree to their validity in writing.

Our online offer is aimed exclusively at customers who are domiciled or have their habitual abode in the EU. For orders to other countries please contact us at: ales@schwarzdorn.io

2. Conclusion of contract

In our online shop, the customer can first collect the products offered in the shopping cart without obligation and then place a binding order after entering his data and choosing the payment method. As part of the ordering process, the customer has the opportunity to check and, if necessary, correct all the data he has entered before concluding the contract.

We make a binding offer for the products offered in the online shop schwarzdorn.io. The purchase contract is concluded when the customer completes the ordering process. The customer will be sent a confirmation of the transaction to the e-mail address specified during the ordering process. This email will also be saved by us and will be sent to you again on request.

Contract language is English

3. Prices

The prices shown in the web shop are total prices, as indicated. They include all taxes (note: Ales Trnka is exempt from sales tax - small business owners according to § 6 Para. 1 Z 27 UstG) but without shipping costs.

The shipping costs can be found in the online shop (EU: 250 EUR, exception Vienna: free of charge)

In the case of delivery to a non-EEA country (on request), the customer must bear all import and export expenses including any customs duties, fees and charges. If you are not from the EU, please contact us before purchasing at: ales@schwarzdorn.io

4. Terms of Payment

You can choose from the following payment methods in our web shop:

- Credit card

If you pay by credit card, the terms of use of your credit card company apply:

- Maestro, Mastercard: Mastercard rules
- Visa: Visa rules

5. Delivery

Unless otherwise agreed, we deliver within 1 to 21 working days after receipt of your order. We indicate any deviating delivery times on the respective product page.

6. Transport damage

If you, the customer, are a consumer, we ask you to complain about any transport damage straight away to the deliverer and to contact us immediately. This helps us to assert our claims against the transport service provider. Your right to warranty remains unaffected.

As an entrepreneur, the risk of accidental loss or accidental deterioration passes to you as soon as we have handed over the goods to the transport service provider.

7. Right of Withdrawal

As a consumer, you have the right to withdraw from this contract within fourteen days without giving a reason. You can find more information on this in our cancellation policy (see below)

8. Warranty

The provisions on the statutory warranty apply. The warranty period for the delivery of movable and used items is 12 months from acceptance of the goods. Statutory guarantees apply to new goods in Austria.

Complaints based on statutory warranty claims or other complaints can be asserted using the contact details given in the imprint / here.

Ales Trnka, Doeltergasse 3/3/5, Vienna 1220, ales@schwarzdorn.io

9. Right of Withdrawal

As a consumer, you have the right to withdraw from this contract within fourteen days without giving a reason.

The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods.

There is no right of withdrawal for goods that are made to customer specifications or are clearly tailored to personal needs.

To exercise your right of withdrawal, you must contact us at

Ales Trnka

Doeltergasse 3/3/5

1220 Vienna

+43 (0)664 818 24 91

ales@schwarzdorn.io

by means of a clear statement (e.g., a letter sent by post or e-mail) of your decision to withdraw from this contract. You can use the attached sample revocation form for this, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send the communication regarding your exercise of the right of withdrawal before the cancellation period has expired.

10. Consequences of Revocation

If you revoke this contract, we have to pay you all payments, that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us) immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we use the same means of payment (or transfer to your account that you tell us) that you used for the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this repayment.

We may refuse repayment until we have received the returned goods or until you have provided proof (registered mail only) that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you send back the goods before the period of fourteen days has expired.

You bear the direct costs of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

11. Withdrawal Form

(If you want to revoke the contract, please fill out this form and send it back)

At

Ales Trnka

Doeltergasse 3/3/5

1220 Vienna

ales@schwarzdorn.io

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/received on (*) _____

- Name of consumer(s) _____

- Address of the consumer(s)

- Signature of the consumer(s) (only if notification is made on paper)

- Date _____

(*) Please cross out what is not applicable.

12. Company Name & Address

Kleinunternehmer Ales Trnka

Doeltergasse 3/3/5

1220 Wien

Austria

+436648182491

13. Data protection on schwarzdorn.io - as of 08/01/2023

This privacy policy describes how your personal information is collected, used and shared when you use or make a purchase on schwarzdorn.io (the "website").

PERSONAL INFORMATION WE COLLECT

When you visit the website, we automatically collect certain information about your device, including web browser information, IP address, time zone information and some of the cookies installed on your device. As you navigate the site, we also collect information about the individual web pages or products you view, the websites or search terms that brought you to the site, and information about how you interact with the site. We refer to this automatically collected information as "Device Information".

We collect device information using the following technologies:

- "Cookies" are data files stored on a device or computer, often including an anonymous unique identifier. More information about cookies and how to disable cookies can be found at <http://www.allaboutcookies.org>.
- "Log files" log actions on the website and collect information such as IP address, browser type, internet service provider, referring/exit pages and date/time stamp.
- "Web beacons", "tags" and "pixels" are electronic files used to collect information about how you navigate the website.

We also collect certain information about you when you buy or attempt to buy something on the Site. This includes name, billing address, shipping address, payment information (including credit card numbers), email address and phone number. We refer to this information as "Order Information".

When we use "Personal Information" in this Privacy Policy, we mean both device information and order information.

HOW DO WE USE YOUR PERSONAL DATA?

We typically use the Order Information we collect to fulfill orders we receive through the Site (including, but not limited to, processing your payment information, arranging for shipment, and sending you invoices and/or order confirmations).

We also use this ordering information to:

- communicating with you;
- Screening our orders for potential risk or fraud; and
- Provide you with information or advertising related to our products or services, provided this is consistent with your privacy preferences.

We use the device information we collect to check for potential risks and fraud (in particular your IP address) and generally to improve and optimize our website (e.g. by analyzing how our customers navigate and interact with the website and to measure success our marketing and advertising campaigns).

DISCLOSURE OF YOUR PERSONAL INFORMATION

We share your personal information with third parties who assist us in using your personal information as described above. For example, we use Zyro to power our online store. For more information about how Zyro uses your personal information, visit: www.zyro.com

Depending on which payment method you choose when making a purchase, we pass on your personal data to the selected payment service provider in order to process the payment. Below you will find the data protection declarations of the payment service providers we use:

Mastercard, Visa.

To issue you with invoices, we use the Stripe software, whose data protection declaration can be found here: [Stripe | Online-Bezahlendienst und weltweiter Zahlungsdienstleister](#).

We also use Google Analytics to understand how our customers use the website. Further information on the use of your personal data by Google can be found here: <https://policies.google.com/privacy?hl=de>. You can disable Google Analytics here:

<https://tools.google.com/dlpage/gaoptout>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

DO NOT TRACK

Please note that we do not change our website's data collection and use practices when we receive a "Do Not Track" signal from your browser.

YOUR RIGHTS

If you are a European resident, you have the right to access the personal information we hold about you and to request that it be corrected, updated or deleted. If you wish to exercise this right, please contact us using the details below.

In addition, if you are a European resident, please note that we process your information in order to fulfill contracts with you (e.g. when you place an order through the Website) or to pursue our legitimate business interests set out above. Additionally, please note that your information will be transferred outside of Europe, including Canada and the United States.

DATA RETENTION

If you place an order through the Site, we will retain your order information for our records unless you ask us to erase that information.

CHANGES

We may change this Privacy Policy from time to time to reflect changes in our practices or for other operational, legal or regulatory reasons.

CONTACT

If you need more information about our privacy practices, have questions, or want to make a complaint, please contact us by email at ales@schwarzdorn.io or by post at the address below: Ales Trnka Doeltergasse 3/3/5, Vienna, 1220 Austria