

As of 07/2018

AREA OF APPLICATION

The following general terms and conditions of business in the valid version at the time of the order shall apply exclusively to the business relationship between VON ERL. GmbH, Alte Landstrasse 27, A-6060 Hall in Tirol (hereinafter referred to as “Seller”) and the customer (hereinafter referred to as “Customer”).

You can reach our customer service department in case of queries, complaints and objections during the working week. We are available from Monday to Thursday from 9am to 3pm and on Fridays from 9am to 12 noon. The contact telephone number is +43 5223 42892. You can also contact us via email, info@vonerl.com.

A consumer as defined in these general terms and conditions of business is a person who does not belong to the operation of his or her company for the legal transaction here concluded (§ 1 of the Austrian Consumer Protection Act – KSchG) .

Deviating terms and conditions of the Customer shall not be recognised unless the Seller expressly agrees to their applicability in writing.

DATA PROTECTION

This data protection section provides information concerning the type, scope and purpose of the gathering of the visitors and users by www.vonerl.com

VON ERL. GmbH
Alte Landstrasse 27
6060 Hall in Tirol
Austria

as the responsible body for data protection. Should you have any questions concerning data protection, you can reach us from Monday to Thursday from 9am to 3pm and on Fridays from 9am to 12 noon. The contact telephone number is +43 5223 42892. You can also contact us via email, info@vonerl.com.

The Seller gathers data regarding each access to the online service (so called server log files).

The access data includes the name of the accessed website, file, date and time of the access, transferred data quantity, report concerning successful access, browser type and version, the operating system of the Customer, referred URL (the previously visited site), IP address and the accessing provider. The Seller only uses the protocol data without allocation to the person of the Customer or other profiling in accordance with the statutory provisions for statistical evaluation concerning the purpose of the operation, security and optimisation of the online service.

However, the Seller reserves the right to retrospectively check the protocol data if concrete indicators to a justified suspicion of unlawful use exist.

Personal data is information which can be used to find out the identity. This includes information such as the (full) name, address, postal address, and telephone number for example. This does not include information which is not directly connected to the actual identity (such as favourite websites or number of users of a site). The Seller processes the personal data of the Customer for

a specific purpose and in accordance with the statutory provisions.

Personal data will only be gathered and used by the Seller if this is allowed under the law or if the Customer provides his or her consent to the gathering of data. As a rule, during use of the service, the Customer can recognise which data is saved, for example name, email address and message when using the order form. The personal data entered for the purpose of ordering goods (such as name, email address, address, payment data) will be used by the Seller for the purpose of fulfilment and performance of the contract. The said data is treated confidentially, transferred in encrypted form and not forwarded on to third parties who are not involved in the ordering, delivery and payment processes. When making contact with the Seller (by means of the contact form or by email), the details of the Customer will be saved for the purpose of processing of the enquiry and in case that subsequent queries arise. The Seller has taken organisational, contractual and technical security measures to ensure that the regulations of the data protection laws are complied with and that any random or intentional manipulations, losses, destruction or unauthorised access are prevented.

The Customer has the right to request free-of-charge information concerning the personal data about him or her which is saved by the Seller, as well as its origin and the purpose of the saving. In addition, the Customer has the right to correction of incorrect data and the blocking and deletion of his or her personal data, unless a statutory retention obligation prevents this. For information concerning information about the saved data and in case of further queries which are not answered in this data protection declaration, please contact VON ERL. GmbH, Alte Landstraße 27, A-6060 Hall in Tirol, telephone: +43 5223 42892, email: info@vonerl.com.

The user data will only then be forwarded on to third parties if this is legally permissible or a user has consented to the distribution. For example, this is the case if the forwarding on of the data serves the fulfilment of contractual declarations in relation to the user and the postal address is forwarded to a shipping company after the placing of an order in the shop. Or if the data is requested by competent bodies such as prosecution authorities. The personal user data will not be sold or forwarded on to third parties for advertising purposes or in order to create user profiles under any circumstances.

This website uses cookies in order to optimise and simplify your visit. A cookie is a small text file which is saved on your computer or mobile device and is accessed during each subsequent visit. We do not use cookies in order to save personal data or forward information on to third parties.

There are two types of cookies: permanent and temporary (session cookies). Permanent cookies are saved on your computer or mobile device for a maximum of 12 months. Session cookies are only saved until you close your Internet browser – they are then deleted.

We use permanent cookies in order to save your data when you log into our online shop. We use session cookies if you use the product filter function and in order to check whether you are logged in when you put an article into your shopping basket.

Cookies can be easily removed from your computer or mobile device. You can find information concerning the use of cookies and how to delete them in the “help” menu of your browser. You can fully deactivate cookies or set your browser in such a way that you are notified each time a new cookie is sent to your computer or mobile device.

However, we wish to point out that if you deactivate cookies, you will not be able to use all the functions of our Internet presence.

We use cookies of third party providers in order to collect statistical data in cumulated form in analysis tools such as Google Analytics and social media networks. This concerns both permanent and temporary cookies (session cookies). The permanent cookies are not saved on your computer or mobile device for more than 24 months.

Emails with promotional information concerning the Seller and its services are only sent with the express consent of the Customer. The customers can object to the receipt of the newsletter at any time. Each mail contains an objection option. Prior to the sending of the email, the email account holder receives a confirmation email in which he or she must confirm the newsletter registration. Registrations which have not been confirmed will be automatically at the latest within four weeks. Messages within the framework of the contractual relationship with the Customer are not classified as promotional information. This includes the sending of technical information, details concerning the payment processing, follow up queries in respect of orders and comparable messages. The customers can apply for subsequent deletion from the message list by email to the contact details specified above. Within the framework of the registration, the Seller saves the time of registration and confirmation and the IP address of the Customer. The Seller is obliged by law to maintain a record of the registrations, in order to be able to provide proof that proper registration has taken place.

This website uses Google Analytics, a web analysis service of Google Inc ("Google"). Google Analytics uses so called "cookies", text files which are saved on your computer and which enable an analysis of the use of the website by you. The information concerning your use of this website which is produced by the cookie is, as a rule, transferred to a Google server in the USA and saved there. In case of activation of the IP anonymity on this website, your IP address will however be reduced by Google within Member States of the European Union or in other Member States of the Treaty concerning the European Economic Area. Only in exceptional cases will the full IP address be transferred to a Google Server in the USA and shortened there. On behalf of the operator of this website, Google will use the said information in order to evaluate your use of the website, compile reports concerning the website activities and provide other services to the website operator which are connected to the use of the website and use of the Internet. The IP address transferred by your browser within the framework of Google Analytics will not be combined with other data by Google. You can prevent the saving of the cookies by setting your browser software accordingly. However we wish to point out that in such cases, you will not be able to fully use all of the functions of this website. In addition, you can prevent the recording of the data which is created by the cookie and which relates to your use of the website (including your IP address) by Google and the processing of the said data by Google by downloading and installing the browser plug in which can be obtained from the following link (<http://tools.google.com/dlpage/gaoptout?hl=de>). Further information concerning terms and conditions of use and data protection can be found at <http://www.google.com/analytics/terms/de.html> and <https://www.google.de/intl/de/policies/>. We wish to point out that Google Analytics was extended on this website by the "anonymizeIp" code, in order to guarantee an anonymous recording of IP addresses (so-called IP masking).

We secure our website and other systems against loss, destruction, hacking, alteration or processing of your data by unauthorised persons by means of technical and organisational measures. The access to customer accounts and other personal services is only possible following

the entry of a user name and a personal password. You should always treat your access data confidentially and close the browser window once you have finished the communication with us, in particular if you use the computer together with other persons.

The Seller reserves the right to amend the data protection declaration in order to adjust it to new legal positions, changes to the services or data processing.

COPYRIGHT AND DATABASE RIGHTS

In particular, texts, graphics, icons, pictures, digital downloadable data and audio clips etc. are provided in our online service. The entire contents of our online service are the property of the Seller or third parties to whom the Seller has made these available and are protected by Austrian and international copyright and database rights.

Without the express written agreement of the Seller, it is not permitted to use even only parts of our online service, in whatever form. In particular, without our express written agreement, you are not permitted to use data mining, robots or similar data collection and extraction programs in order to extract parts of our service, even only in part, and/or create or publish new databases and contents etc by means of this.

PLACE OF JURISDICTION, APPLICABLE LAW AND CONTRACT LANGUAGE

The place of jurisdiction for all claims connected to the contract concluded with us shall be the objectively competent court for 6020 Innsbruck. Should the Customer be a consumer as defined in the Austrian Consumer Protection Act (KSchG), the said place of jurisdiction shall only be deemed to be agreed if the Customer maintains his or her place of residence, usual whereabouts or place of employment in this area of court jurisdiction and if no other mandatory statutory provisions prevent this. Regardless of the above, the Seller shall always be entitled to bring a lawsuit against the Customer at his or her general place of jurisdiction.

The law of the Republic of Austria shall apply to the exclusion of the United Nations Convention on the International Sale of Goods (CISG). This shall not apply should mandatory consumer protection regulations prevent such an application.
he contractual language shall be German.

OTHER

A transfer of the rights and obligations under the contract concluded with us in full or in part shall require our written agreement.

In order to be valid, amendments and ancillary agreements shall require written confirmation by a person entered in the company register as having authority to represent our company and shall only apply to the individual business case. This shall also apply in respect of revocation of the said written form requirement.

Should one of the provisions above be ineffective or unenforceable, the validity of the remaining clauses and the underlying contract shall not be affected thereby. The ineffective or unenforceable provision shall be replaced by an effective and enforceable clause which comes as close as possible to the ineffective or unenforceable provision in economic terms.

In case that you breach the provisions contained in this contract and we take no action, this shall not be interpreted as a wavering of the right to subsequently assert our entitlements.

Hall, July 2018
VON ERL. GmbH