

# General Terms and Conditions, Version 2.0 March 2021

## 1 – General

All deliveries and services are to be exclusively governed by these General Terms and Conditions. We do not recognise any terms deviating from our General Terms and Conditions. If any of the Buyer's business terms are at variance with these General Terms and Conditions, we will only be bound by such divergent terms if we have expressly agreed to the validity of such terms in writing. We reserve the right to change these General Terms and Conditions at any time. In this event, we will notify our existing clients thereof. Their consent will be deemed to have been given if they continue to use our services. These General Terms and Conditions also apply for all future agreements concluded between an existing client and ourselves, even if no reference is made to them. This last condition only applies to agreements entered into between ourselves and business clients. The language of the agreement shall be German.

## 2 – Offer and purchase agreement

1. Any and all product and price information displayed in our online shop and in the ordering process is non-binding.
2. The presentation of products in our online shop does not constitute a legally binding offer, but rather an online catalogue. You can place your order by using our online shop. You place a binding order of any and all products contained in your basket by clicking the button "Confirm order". Our confirmation of the order is sent immediately after the order has been placed, but does not constitute an acceptance of agreement. Please, check our confirmation of the order for obvious spelling and calculation errors, and discrepancies between purchase order and confirmation of the order. You are responsible for informing us immediately of such discrepancies. The agreement is deemed to have been made upon notification of dispatch and delivery or (acknowledgement of) reception of the products by yourself.
3. Contract information and the agreement itself are stored and saved for billing and accounting purposes. The agreement will be sent to you together with the confirmation of the order.

## 3 – Scope of delivery

During the delivery period we reserve the right to make construction, design or shape changes which serve the purpose of technological optimisation or are subject to legal stipulations inasmuch as such changes do not considerably alter the delivery item and are reasonable for the Buyer.

## Right of revocation

You have the right to withdraw from the agreement by written communication (e.g. letter, fax, e-mail) without giving any reason, within two weeks from the day on which you, or any third person designated by you to receive the products, save for the delivery company, acknowledge receipt of the products (for recurring deliveries of the same product, the right to withdraw from the agreement is within two weeks from the day on which receipt of the first delivery is acknowledged). The revocation period is deemed to have been respected if you send the notification to inform us of your decision within this period to:

Petrimart  
Kamerlweg 33  
A-4600 Wels

e-mail: [service@petrimart.com](mailto:service@petrimart.com)

## Consequences of revocation

For all orders shipped to EU (European Union), if you use your right of revocation, we will reimburse you all payments made, inclusive of delivery costs (save for any additional costs resulting from choosing a delivery mode other than the cheapest standard delivery automatically chosen by us), immediately and no later than fourteen days from the receipt of your notification of revocation.

For orders shipped to the UK, we will refund the product value and the VAT. Shipping costs, return shipping costs and duty that have to be paid to the UK authorities are not refundable.

For orders shipped to all other countries outside EU, the product value will be refunded and shipping and duty and customs clearance fees that might have to be paid for importing the goods to Austria, will be deducted.

We will use the same payment mode as was used for the original transaction, unless expressly agreed otherwise in writing. In no event shall any additional costs arise for the reimbursement. We may withhold the reimbursement until we have received back or collected the products, or until the buyer has supplied evidence of having sent back the products, whichever occurs earliest.

You shall return the products without delay, and, in any case, no later than fourteen days following the date of notification of revocation. The revocation period is deemed to have been respected if you send the products to us within this 14-day period. You are to bear any and all direct costs for returning the products.

You shall only be liable for a diminished value of the products when this results from any handling other than that necessary to ascertain the nature, properties and functioning of the products.

## Withdrawal form

Please, complete and return this form if you wish to withdraw from the contract

- to [Petrimart, Kamerlweg 33, AT - 4600 Wels, Tel.: +43-\(0\)7242 219021](#)
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)
- Ordered on (\*)/received on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
  
- Date:

(\*) Delete as appropriate

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## 4 – Packaging, dispatch and delivery conditions

1. Packaging will not be charged separately. The Seller may choose the transport, dispatch and delivery modes to be used. We will choose the least expensive mode. You may also choose a dispatch and delivery mode other than the one proposed by us at our online checkout. In general, your products will be sent to you by parcel service. Any products weighing over 30 kg will be sent by a forwarding service. It is not possible to pick up the products at our site. If cash on delivery is possible, this payment option, inclusive of COD fees, will be indicated in the ordering process. For business clients, dispatch and delivery is at their own risk.
2. Dispatch and delivery are at the buyer's risk. Any transport and delivery fees will be charged to the buyer upon delivery. Delivery and dispatch fees include statutory VAT and will be displayed in the ordering process. Partial deliveries are admissible, insofar as they cannot be avoided.

If delivery becomes impossible due to breakdowns, strike, failure of delivery of any of our vendors, natural catastrophes or any other kind of force majeure, our obligation to deliver becomes inapplicable. In the event that delivery is possible but delayed by any of the above-mentioned reasons, the seller's obligation to deliver, and the buyer's obligation to accept the products, persist. In this case, the buyer is not entitled to claim damages for the delay or non-fulfilment of contractual duties and may not even do so after expiry of any extension period granted to him.

The buyer shall bear the costs of return and the risk of delivery for returning products which are not covered by his right of revocation.

Exports to UK:

Orders to the UK will be charged VAT and duty at the checkout.

No additional fees will be collected from the customer at time of delivery.

Exports to all other Non-EU-countries:

Taxes and customs duties for deliveries to third countries (outside the EU) are not included in the delivery and freight charges and must be paid by the buyer directly to the shipping company upon receipt of the goods. All exports are made under "DAP" (Delivered at Place) incoterms.

3. All discernible, visible defects, and all incorrect quantities or deliveries must be reported to us immediately, and at the latest within three working days after delivery of the products to the destination. In any case, notification must be made prior to the products being processed or installed. If the buyer's reclamation is deemed justified, the seller will provide remediation or replacement of the defective products.

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10 USD shipping cost

Free shipping at a minimum order value of 150,00 USD!

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## 5 – Payment conditions

1. All prices include statutory VAT at the time the order is placed. Transactions will be carried out in Euros. We only accept the payment modes indicated in the ordering process.

Dispatch, delivery and product prices will be indicated without statutory TVA for business clients in possession of a VAT number. For all other clients, they will be indicated inclusive of statutory VAT. In addition, VAT will be indicated separately on the invoice, which will be either sent to you along with the product(s) or will be forwarded to you in advance.

2. We reserve the right to rescind the contract if you default or do not meet your payment obligations. Should you, despite reminder, fail to pay, we are entitled to charge interest at the rate of seven percent per anno above the 3-month EuroLibor rate.

3. Reminders will incur a charge of EUR 5 each. The Buyer shall bear any and all costs related to debt collection and debt enforcement.

## 6 – Warranty

We assume liability for defective products as follows:

1. We guarantee that the delivered product is free from defects for the statutory warranty period. The warranty relates to the quality of the product from the date of delivery. Defects not covered by the warranty are those which occur partially or wholly as a result of normal aging, normal wear and tear or excessive usage. This applies, in particular, to parts subject to wear and tear or consumables such as cranks, ball bearings and axles. Within the first six months of the warranty term it is assumed that any occurring deficiency has its origin in a deficiency that already existed at the time of delivery. If the product shows signs of accident or has been opened and was repaired in inexpert fashion, this assumption may be rebutted. For business clients, the warranty term is limited to 9 months. The reversal of the burden of proof does not apply in this case.

2. To be eligible for a warranty claim, you must forthwith report in writing any obvious defects and do so no later than within three working days after receipt of the products. Please address your notification to:

Petrimart  
Kamerlweg 33  
A-4600 Wels

e-mail: [service@petrimart.com](mailto:service@petrimart.com)

Insofar as we are responsible for any defective product, we may supply a replacement item or repair the product at our discretion. To the extent that we fail to take any such measures, the Buyer is entitled to demand a reduction of the agreed price or to withdraw from the agreement.

3. We shall bear any costs for repair or replacement. If the Buyer makes use of his warranty rights, he must use the same dispatch and delivery mode as was used by us for returning the products. The Buyer must also pay in advance the dispatch and delivery costs, the full amount of which will be reimbursed to him upon presentation of an invoice, if the warranty claim is deemed justified.

4. The Buyer is not entitled to make claims due to defective products where the defect was caused by failure to observe provisions concerning handling, maintenance and care as laid down, in particular, in the operating instructions or prescribed in the maintenance instructions.

5. Unless specified otherwise below, other claims and claims of a wider scope against us on any legal grounds are excluded. We will assume responsibility and liability solely in the event of gross negligence; we will not assume any general responsibility and liability for any direct or indirect damage as well as any immaterial damage (e.g. loss of prospective profit, consequential damage or any other financial damage). We will not assume liability for any damage other than that of a defective product.

6. To the extent that our liability is excluded or limited, this applies equally to the personal liability of our employees, workers, personnel, staff, legal representatives and agents.

7. The delivery company assumes responsibility and liability for any and all damage caused by transport and delivery. The Buyer shall report any claims and notify the transport company of any damage on the delivered item within three working days of reception, even if the packaging has not been damaged. Verification is to be made in any case, even if the packaging has not been damaged and the damage has only been found upon arrival at home or unpacking.

## 7 Data protection and declaration of consent

1. The stipulations of the Data Protection Law of the Federal Republic of Austria in force are to be respected.

2. We are entitled to store and use IP address protocols pursuant to statutory stipulations. We will adequately protect any data stored by us in accordance with the state-of-the-art technology. We disclaim liability for any illegal interference into the IT systems by third persons (e.g. hackers or viruses).

3. The Buyer accepts and agrees that we store, use, process and analyse any data transmitted as a result of this contractual relationship. The Buyer acknowledges that we forward information on our products, services, specials and promotional campaigns by mail, telephone, fax or e-mail by using this data. The Buyer may withdraw his consent at any time in writing via e-mail or post. Any withdrawal is to be sent to

Petrimart  
Kamerlweg 33  
A-4600 Wels

e-mail: [service@petrimart.com](mailto:service@petrimart.com)

4. We cannot be held responsible or liable for any misuse of data which has been made available electronically by third persons.

## 8 – Reservation of ownership

1. We retain ownership to and right of disposal of the products sold until we have received all contractually agreed payments. In this period, it is strictly prohibited to transfer the products.
2. We are entitled to rescind from the agreement in the event the Buyer does not respect his contractual obligations. In this case, the Buyer is obligated to return to the Seller any products received.
3. The Buyer may not sell on, pledge as security or mortgage the products which are subject to rights of retention. If the Buyer sells on, pledges as security or mortgage the products subject to rights of retention, he shall notify the Seller thereof forthwith and send to him any and all documents and information necessary for the Seller to keep his rights. Furthermore, enforcement officers and/or third parties to the products are to be informed of our ownership.
4. The Buyer is not entitled to offset any products against any other claims towards the Seller; the same applies to the right of retention in the event of potential claims against the Seller.

## 9 – Place of Performance and Jurisdiction

1. The place of performance is Wels, Upper Austria, Austria.
2. Unless mandatory statutory provisions provide otherwise, this agreement has been expressly construed under and is governed by Austrian law; in no event will the United Nations Convention on Contracts for the International Sale of Products apply. The same provisions apply to the place of jurisdiction in case of dispute or litigation. The court of jurisdiction is the competent court at the seat of the Seller.
3. These General Terms and Conditions are a translation. In case of dispute or litigation the German General Terms and Conditions shall be referred to.

## 10 – Miscellaneous

If any of these Terms and Conditions is determined to be invalid or otherwise unenforceable, then the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. To the extent and within the jurisdiction which that term or condition is invalid or unenforceable, it shall be replaced with one which comes closest to the intended economic and legal purpose of the invalid or unenforceable provision.