eneral terms and conditions (T&C)

of the voucher shop/online shop

1. General

All services which are provided to the customer by the online shop under <u>www.kendler.at</u> are solely provided based on the following general terms and conditions. Divergent regulations are only valid if they have been agreed in writing beforehand.

2. Applicable law

The law of the Federal Republic of Germany / Republic of Austria applies exclusively

3. Conclusion of contract

- **3.1.** The services of the online shop on the internet are a no-obligation request for the customer to order our articles in the online shop.
- **3.2.** An order of the desired articles on the internet entails a binding sales contract. The order confirmation is carried out by Hotel Kendler and sent to you in writing by e-mail within 24 hours

4. Price modalities

4.1. All prices are end prices which include the legal value added tax. The value added tax is not stated for value vouchers as there is no value added tax as these are services that are not taxable for value added tax purposes and for which the consideration has not yet been determined at the time of purchase. The prices in the online shop at the time of the order apply.

5. Payment

- **5.1.** Vouchers and or articles can be paid for online with credit card. In the event that there is insufficient credit card coverage, the order is invalid from the start.
- 6. Special conditions for the use of Print@home vouchers
- **6.1.** In the Print@home procedure the ordered vouchers are electronically sent to the customer. The vouchers can be printed right after the order process by the customer's own printer.
- **6.2.** Every voucher is marked with a bar code/QR code or a unique number which authorises for single or partial redemption. The uniquely usable code/voucher number on the Print@home voucher is electronically verified for validation and amount and then validated or partly validated accordingly.
- **6.3.** The holder of the voucher is responsible that the voucher number is printed legibly and not damaged. Should the voucher number be illegible there is no obligation for redemption, also if the voucher is already saved in the system as validated or the online system is not accessible at the time of redemption.
- **6.4.** The customer is entitled to create one printed copy of each ordered Print@home voucher for the purpose of the intended use. Reproductions and any other duplications for resale purposes or other misuse are forbidden.
- **6.5.** It is forbidden to sell Print@home vouchers for commercial purposes.

7. Cancellation policy

- **7.1.** Cancellation policy: You can revoke your contract declaration within 2 weeks without any reasons per e-mail to post@kendler.at After expiry of the revocation period or after redemption of purchased vouchers, no further rescission is possible.
- **7.2.** Consequences of withdrawal: In case of an effective revocation the purchased vouchers will be blocked. Credit card payments already made will be charged back minus a system fee of Euro 10.-incl. VAT.

7.3. Claims in connection with the purchase contract must be made within one month of the order.

8. Data protection

The data provided by you will solely be used for processing your order. All your data will be treated by us strictly confidential. We will only pass on your data to third parties (e.g. shipping services) if this is necessary for processing your order. We assume no liability for your order data or for data security during the transmission of this data via the Internet (e.g. due to technical errors of the provider) or for possible criminal access to files of our internet presence by third parties.

9. Copyright

All displayed logos, images and graphics shown are subject to the copyright of the corresponding licensors. All photos, logos, texts, reports, scripts and programming routines displayed on these pages, which are our own development or have been prepared from scratch, may not be copied or used in any other way without our consent. All rights reserved.

10. Other

- **10.1.** The product range in our online shop is changed from time to time. We preserve the right to make price changes of single articles. A claim for damages due to articles that are no longer available cannot be asserted.
- **10.2.** Differences are not refundable. A cash payment or offsetting of performance-related vouchers is not possible.
- **10.3.** In case of loss or theft of vouchers, no compensation will be paid.

11. Validity of the T&C

By placing an order the general terms of the online shop are accepted. Should a provision of these General Terms and Conditions of Business be void, for whatever reason, the validity of the remaining provisions shall remain unaffected.

Verbal agreements require written confirmation by the seller.