

General Terms & Conditions

Table of Contents

1. Scope of Application
2. Conclusion of the Contract
3. Right to Cancel
4. Prices and Payment Conditions
5. Shipment and Delivery Conditions
6. Reservation of Proprietary Rights
7. Warranty
8. Exemption in case of violation of third-party rights
9. Redemption of campaign vouchers
10. Redemption of gift vouchers
11. Applicable Law
12. Alternative dispute resolution

1) Scope of Application

1.1 These General Terms and Conditions of the company EYES ON MISHA e.U. (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the Seller's online shop. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 Regarding the purchase of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.

1.3 For contracts regarding the delivery of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.

1.4 A consumer pursuant to these Terms and Conditions is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these Terms and Conditions is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

1.5 Digital content in the sense of these General Terms and Conditions are all data not on a tangible medium which are produced in digital form and are supplied by the Seller by granting certain usage rights precisely defined in these General Terms and Conditions.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer via the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart. The Client may also submit his offer to the Seller by e-mail or per online contact form.

2.3 The Seller may accept the Client's offer within five days,

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the customer is decisive, or
- by requesting the Client to pay after he placed his order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned

alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 In case of an order via the Seller's online order form, the text of the contract will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the text of the contract will be stored on the Seller's website and can be found by the Client via the password-protected customer account by entering the respective login information, provided that the Client has created a customer account in the Seller's online shop prior to submitting his order.

2.5 Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors. The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

2.6 The German and the English language are exclusively available for the conclusion of the contract.

2.7 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

3.1 Consumers are entitled to the right to cancel.

3.2 Detailed informations about the right to cancel are provided in the Seller's instruction on cancellation.

4) Prices and Payment Conditions

4.1 Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax. Delivery costs, where appropriate, will be indicated separately in the respective product description

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop.

4.3 If prepayment has been agreed upon, payment shall be due immediately upon conclusion of the contract

4.4 When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter called "PayPal") subject to the PayPal terms of use which can be viewed at: <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.

In case the client has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed at: <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive.

5.2 Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client's control or if he has been temporarily impeded to receive the offered service, unless the

Seller has notified the Client about the service for a reasonable time in advance.

5.3 Should the Client collect the goods himself, the Seller informs the Client by e-mail that the goods are available for collection. After receiving the e-mail, the Client may collect the goods in consultation with the Seller at the Seller's place of business. In this case shipment costs will not be charged.

5.4 Vouchers will be provided to the Client as follows:

- by e-mail

6) Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

7) Warranty

7.1 Should the object of purchase be deficient, statutory provisions shall apply.

7.2 The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects.

8) Exemption in case of violation of third-party rights

If ,apart from delivering the goods, the contract obliges the Seller to process those goods according to specifications defined by the Client, the Client has to ensure that contents made available to the Seller for purposes of processing do not violate third-party rights (for example copyrights and trademark rights). The Client shall indemnify the Seller from claims of third parties asserted against the Seller in connection with the violation of their rights by the Seller's contractual use of the Client's contents. The Client will meet any reasonable costs of necessary legal defense including all court and lawyer's fees according to the statutory rate. This shall not apply, if the Client is not responsible for the violation of rights. In case claims are asserted against the Seller, the Client shall be obliged to furnish the Seller promptly, truthfully and completely with all information that is necessary for the verification of the claims asserted and for a corresponding legal defense.

9) Redemption of campaign vouchers

9.1 Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as "campaign vouchers") can only be redeemed in the Seller's online shop and only within the indicated time period.

9.2 Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

9.3 Campaign vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

9.4 In case of an order, several campaign vouchers can be redeemed.

9.5 The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.

9.6 If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

9.7 The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

9.8 The campaign voucher will not be redeemed, if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.

9.9 The campaign voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the campaign voucher in the Seller's online shop. This does not apply, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

10) Redemption of gift vouchers

10.1 Vouchers which can be purchased via the Seller's online shop (hereinafter referred to as "gift vouchers") can only be redeemed in the Seller's online shop, unless otherwise stipulated in the voucher.

10.2 Gift vouchers and remaining assets of gift voucher can be redeemed by the end of the third year following the year of the gift voucher purchase. Remaining assets will be credited to the Client's voucher account.

10.3 Gift vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

10.4 Gift vouchers can only be used for the purchase of goods and not for the purchase of other gift vouchers.

10.5 If the value of the gift voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

10.6 The gift voucher credit will not be redeemed in cash and is not subject to any interest.

10.7 The gift voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the gift voucher in the Seller's online shop. This does not apply, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

11) Applicable Law

The law of the Republic of Austria shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

12) Alternative dispute resolution

12.1 The EU Commission provides on its website the following link to the ODR platform: <http://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

12.2 The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.