

TERMS AND CONDITIONS

Issued 05/11/2020

I. General Information

1. Scope of Application

These Terms and Conditions apply to all business transactions between us, HMS Präzisionstechnik GmbH, Gewerbestraße 9, 5301 Eugendorf bei Salzburg, Austria, and the Customer ordering goods from the webshop of HMS Präzisionstechnik GmbH. They do not apply to any other business transactions, specifically, not to transactions with dealers of goods that are not sold through the web shop.

The web shop is intended for EEA countries. We only deliver to addresses in those countries.

If your company is headquartered outside an EEA member country, or if you require a delivery to an address outside of these countries, please ask us if and to what extent this is possible. Please use the contact details on the masthead for this purpose.

Collection of goods by the customer is not possible.

2. Language of contract

The contractual language is German.

II. Order process

3. Presentation of goods

The presentation of the goods on the web shop does not constitute a binding offer, in the legal sense. It is merely an invitation for the customer to make an offer.

4. Formation of contract/Corrections to orders

The customer's order represents an offer. The contract is only formed after acceptance by us.

An order may only be placed if all the mandatory fields marked with an asterisk on the order form have been completed. If any information is missing, or if we are unable to fulfil the order for other reasons, the customer will be notified during the ordering process. Before the order is definitively placed, the customer will have the opportunity to correct it. Detailed information in this regard will be given during the ordering process.

On completion of the ordering process, the customer will see the following text box *"Your order has been placed and successfully received"*. This still does not constitute our acceptance of the customer's offer.

5. Confirmation of receipt

When we receive the order, the customer will receive confirmation of receipt, at the indicated email address. Such confirmation of receipt still does not constitute our acceptance of the customer's offer.

6. Receipt of the order

The customer will receive prompt notification of the date on which the order is received.

7. Binding nature of customer's offer

The customer is bound by the order for two days after receipt. The customer's legal right of revocation (cancellation) is unaffected.

8. Conclusion of contract

The customer's order represents an offer. After the order has been processed we will decide whether the customer's offer can be accepted. The contract is only formed after acceptance by us. The customer will be informed of our acceptance by email.

9. Communication

The customer will be informed of all the main steps in the order process: for example the dispatch date, delivery firm, the start date of customization (if applicable), or delays in delivery; The customer can also – if requested – receive assistance if the goods do not arrive, or if they are wrongly delivered or damaged during transport, by contacting the office indicated in paragraph 16.

10. Storage of contract

The contract of sale and all the data required to process the contract (see the Data Protection Policy for details) will be stored by us. Along with the goods, the customer will receive the invoice (containing all the contractual data, T&Cs, revocation instruction and cancellation form). Customers who have their own customer profile can also call up this data online, then download and print it.

III. Contents

11. Prices and shipping costs

All prices are total prices. They include all taxes including VAT and duties, but they do not include shipping costs. The customer will be notified of the shipping costs before the declaration of contract is submitted, but after the delivery address has been made known. The shipping costs are posted under the "Shipping costs" tab.

12. Methods of payment

We accept advance payment or Paypal.

When paying by PayPal, credit card via PayPal, debit via PayPal or – if available - "purchase on account" or payment by instalments on PayPal, we will provide your payment details for the processing of the order to PayPal (Europe) S.a.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal"). Payment details are provided in accordance with Art. 6 Abs. 1b GDPR and only to the extent that it is necessary to process the payment.

PayPal may carry out a credit check for the following payment methods: credit card via PayPal, debit via PayPal or – if available - "purchase on account" or "payment by instalments" via PayPal. Your payment details will be provided as necessary in accordance with Art. 6 paragraph 1f GDPR, based on PayPal's legitimate interest in determining your creditworthiness. PayPal will use the results of the credit check, based on the probability of default, to decide on the provision of the relevant payment method. The credit check may contain probability values (score values). If the credit report does include score values, they will be based on scientifically recognised mathematical and statistical methods. The calculation of the score values will include, but is not limited to, your address details. Further information about data protection, and on the credit agencies, can be found in PayPal's data protection policy: <https://www.paypal.com/de/webapps/mpp/ua/privacy-full>

You may refuse consent for the processing of data for this purpose at any time, by contacting PayPal. However, PayPal is entitled to process your personal data where necessary to process the payment in accordance with the contract.

13. Payment date/Advance payments

If no other payment type has been agreed, the Customer agrees to pay the sale price in full, at the time the contract is concluded. The goods will only be delivered after the amount has been received in our bank account. Bank transfers should be made in such a way that it can be determined who is making the payment, so that the amount can be allocated to a specific order process. In case of doubt, the amount will be allocated to the highest order value.

14. Right of cancellation/withdrawal

The term “right of cancellation” used in Austria corresponds to the term “right of withdrawal” used in Germany and in the Consumer Rights Directive. We therefore use the synonymous terms “Right of revocation (Cancellation)”. The term “right of revocation” is used exclusively in the revocation instruction. This means the same as the Austrian term “Right of cancellation”. You can find details of this in the revocation instruction.

The right of revocation does not apply to goods which were produced to the Customer’s specifications, or which were custom-made to suit the Customer’s personal requirements. This applies in particular to goods which were custom-made by us, for example, goods which incorporate all or part of the customer’s name, logo or initials.

Start of revocation instruction:

Exercising the right of revocation for a contract for the supply of one or more items.

a) Exercising the right of revocation for a contract for the supply of one or more items in a consignment.

“Right of revocation”

You have the right to revoke this contract within 14 days, without giving a reason. The revocation period is 14 days from the date on which you or a person authorised by you, other than the carrier, took possession of the goods.

b) Exercising the right of revocation for a single order for supply of multiple goods shipped in multiple partial deliveries.

“Right of revocation”

You have the right to revoke this contract within 14 days, without giving a reason. The revocation period is 14 days from the date on which you or a person authorised by you, other than the carrier, took possession of the goods.

- c) Exercising the right of revocation for a contract for the supply of goods in partial deliveries or consignments.**

“Revocation instruction”

You have the right to revoke this contract within 14 days, without giving a reason. The revocation period is 14 days from the date on which you or a person authorised by you, other than the carrier, took possession of the last item.

In all cases, the following will apply:

To exercise your right of revocation, you must inform us

**HMS Präzisionstechnik GmbH
Gewerbestraße 11
5301 Eugendorf bei Salzburg
AUSTRIA**

in writing by post, fax or email, of your decision to cancel the contract. You can use the attached “Revocation instruction” for this purpose, although this is not mandatory.

For the cancellation to be valid, your notice of revocation must be sent before expiry of the revocation period.

Following revocation:

If you cancel the contract, we are required to refund all the payments received from you, including delivery costs (apart from any additional costs resulting from your choice of a delivery method other than the standard delivery), within a maximum of 14 days from the date on which we received your revocation instruction. We will refund the payment using the same payment method used for the original transaction, unless another method has been expressly agreed with you. Under no circumstances will a fee be charged for the refund. You must return the goods to us no later than 14 days from the date on which you informed us of the cancellation of the contract, to:

**HMS Präzisionstechnik GmbH
Gewerbestraße 11
5301 Eugendorf bei Salzburg
AUSTRIA**

. The time limit will have been observed if you return the goods before expiry of the 14-day period. You are responsible for the direct cost of returning the goods.

You are only required to meet the cost of any loss of value of the goods if the loss of value was attributable to your having handled the goods in a way that was not necessary to determine their nature, properties and functioning.

End of revocation instruction:

15. Legal warranty

The provisions on legal warranty shall apply. The legal warranty period is two years from the transfer of the goods, for the supply of movable items.

16. Customer service/warranty

Complaints based on legal warranty claims or other claims may be sent to the following address:

HMS Präzisionstechnik GmbH
Gewerbestraße 9
5301 Eugendorf bei Salzburg
AUSTRIA

17. Delivery period

Unless otherwise agreed, we will deliver within 10 working days after the payment is received in our bank account.

Any different delivery periods will be indicated on the relevant product page.

The goods will be dispatched within 3 working days after the arrival of payment, which means that within Europe they should arrive within no more than 10 days. More details can be found on the product page. The details given on that page have precedence over the Terms and Conditions.

If you have ordered customized goods, the delivery period will be extended by 14 days unless indicated otherwise on the product page, under the heading "Custom goods".

18. Retention of title

The goods will remain our property until payment has been made in full.

19. Contact details for customer complaints

Consumers can also visit the EU's online dispute resolution platform, at: <https://ec.europa.eu>. Alternatively, complaints can be sent to us directly, at the address indicated in the masthead.

No alternative dispute resolution procedure will be undertaken, but by law we are required to indicate the address of a dispute resolution body: <http://www.ombudsmann.at/>.

Annex: Model revocation instruction

This will be attached to each order; we ask that this form is used where possible, and we also provide a sheet indicating the order number; please include this with any returns; This will make it easier to process your cancellation or revocation, but it is not a prerequisite.

REVOCATION FORM

If you wish to cancel this contract, please complete this form and return it to:

HMS Präzisionstechnik GmbH
Gewerbestraße 11
5301 Eugendorf bei Salzburg
AUSTRIA

I/we * hereby cancel the contract for the sale of the following item(s)
*/the fulfilment of the following service *

Ordered on */received on *

Name of Buyer(s) *

Address of Buyer *

Signature of Buyer (only for printed notifications)

Date *

* Delete as applicable