

Terms of Business

1. Area of Application

These General Terms and Conditions apply to all orders in our Web shop.

2. Contractual Partner, Client Service

The contract is concluded with Soellradl Textil GmbH. For further information have a look at our company details. Our client service is available for any questions and inquiries from Monday to Friday from 8 am to 6 pm (GMT+1). The number is (0043) 7583 - 51166.

3. Conclusion of the Contract

The demonstration of the products in our web shop is not legally binding but without any obligation. By clicking on the "order"-button you are going to order the products placed in your shopping cart bindingly. A confirmation of your order will be sent right after the receipt of your order.

We can accept your order by sending an order confirmation via e-mail or through the delivery of the goods within 5 days. If you chose to pay via PayPal, the contract is valid as soon as you receive the confirmation of your payment. If you chose the method of payment immediate money transfer the contract is also valid as soon as we receive the confirmation of payment.

4. Shipping Costs

Shipping costs are added to the prices stated. Click on the menu item questions/shipping costs to receive further information concerning the amount of the shipping costs.

5. Payment

Payment can be made via advance payment, credit card, PayPal or Immediate Money Transfer. When products of the weaving mill "Hofer" or "Kitzmueller" are concerned only advance payment and credit card is accepted.

- **Advance Payment**

If you choose Advance Payment, you get a confirmation of your order which contains our bank data. We deliver as soon as we receive your payment.

- **Credit Card**

We charge your credit card at the time we confirm your order.

- **Paypal**

You can pay the invoice amount via the online provider Paypal. Therefore you have to be registered there and confirm the advice of payment on our account. Further information you get at the order transaction.

- **Immediate Money Transfer**

We also offer the payment method immediate money transfer. There we receive the credit note of your transaction immediately which accelerates the order transaction tremendously. You only need an account number, the bank code, PIN

and TAN. Via the form of remittance of Payment Network AG sofortueberweisung.de transfers the money promptly. The invoice amount is paid directly on our account. Our service is free for you, you only have to pay the fee of your main bank.

If you choose the payment method immediate money transfer, there is a pre-completed form at the end of the order transaction. This form contains our bank data. The invoice amount and the designated use are also already filled-in. You have to select the country of your online bank account and the bank code. Then you enter the same data which you used at the application (bank account number and PIN) Confirm your order by entering the TAN-code. The transaction will get confirmed directly.

Every internet user who has an online bank account with PIN and TAN-code can use immediate money transfer as a method of payment. Please note that there are still a few banks where it is not possible to make an immediate money transfer. For further information have a look at <https://www.payment-network.com/de/user/sofortueberweisung-bankensuche.html>.

6. Cash payment when the customer picks up the goods himself

There is of course also the opportunity to pick up the ordered goods personally at Textilshop.at, Rathausplatz 6, 4550 Kremsmünster, Austria, at the business hours stated above.

7. Reservation of ownership

The merchandise shall remain the property of the company until full payment of the saleprice.

8. Transport damage

If goods should be delivered with obvious transport damage, please inform the delivery company about this without delay and contact us immediately. Your statutory guarantee rights are not affected by complaint or failure to make a timely complaint. However, you help us to be able to assert our own claims towards the forwarder, in fact transport insurance.

9. Information about the right of cancellation

In the following you will receive information about the prerequisite and consequences of the legal right of revocation for shipping orders.

Right of cancellation

You may revoke your contractual declaration within two weeks without indicating any grounds in text form (e.g. by letter, fax or e-mail). or by returning the unused goods within the time limit. The time limit starts at the receipt of this instruction, but not before the goods are received by the recipient (where similar goods are delivered on a recurring basis, then not before receipt of the first part delivery), nor before we have fulfilled our obligations of information as per article 246 § 2 in connection with § 1 (1)

and 2 EGBGB as well as our duties under § 312g (1) sentence 1 BGB in connection with article 246 § 3 EGBGB. Timely dispatch of revocation shall suffice to meet the revocation deadline. The cancellation or the product return is to be addressed to:

Söllradl Textil GmbH
Rathausplatz 6
4550 Kremsmünster
AUSTRIA
E-Mail: office@textilshop.at

Consequences of the cancellation

In the case of an effective revocation the mutually received benefits are to be returned and if so derived profits are to be returned. In case you are unable to reimburse us either in total or partially for services received, you are required to offer a compensation of equal value. This does not apply, when the deterioration of the merchandise has been checked like it is possible in a shop. Has the merchandise been damaged through conventional usage, you do not have to pay compensation. Any merchandise eligible for shipping will be returned at our expense and risk. You are responsible for covering the regular cost of return postage if the goods delivered are as ordered and if the price of the goods to be returned is less than 40 Euros or in the case of a higher price when you have not yet, at the time of the cancellation, provided the compensation or have not paid a contractually conditioned partial payment. Otherwise we will carry the costs for sending back the goods. Goods not ready for shipment are collected at your place. Duties for the compensation of payments must be fulfilled within 30 days. This time period begins for you when you send your cancellation or the goods, for us, with their reception.

End of the information about the right of cancellation

The right of withdrawal does not apply to distance contracts

- to deliver goods that are made to customer specifications or are clearly tailored to personal needs. This applies in particular to custom-made products.

10. Agreement of the bearing of costs in the exercise of the right of cancellation

The customer has to pay for the costs of the return consignment if the goods delivered are consistent with the goods ordered and the price of the reconsignment is not higher than 40 Euros. You also have to pay for the costs of the return consignment when the price is over 40 Euros but you have not paid it/have not paid the agreed down-payment at the time of the cancellation.

11. Backup of the wording of the contract

We store the contract text and send you the order data and our general terms and conditions by e-mail. You can also view the terms and conditions here on this page at any time. For security reasons, your previous orders are no longer accessible via the Internet.

12. Language of the contract

The language of the contract is German.

13. Legal venue

Exclusive legal venue is Kirchdorf/Krems or another legal venue of the choice of textilshop.at.

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