#### Terms & Conditions

Our terms and conditions are standard agreement terms. They are valid for all purchases via the WUBET e.U. online shop.

#### 1. Validity and Terminology

The following terms and conditions are applicable for the business relationship between Arnold Haas, Vienna (hereafter called "WUBET", "vendor" or "us/we") and the customer ("you") at the time the order is placed. Any discrepancies or other general terms of agreement and/or conditions of the customer are, irrelevant of their description, explicitly contradicted, unless we accept them specifically and in writing.

Specific agreements with the customer in individual cases (including amendments and additions and/or alterations) always have priority over our general terms and conditions of sale. Any amendment of, and addition to, as well as the rescission of these terms and conditions must be in writing in order to be valid. The same applies to any waiver of this written-form requirement.

### 2. How the contract is formed between you and us

The contract language is English. The WUBET website is merely an invitation to the customer to place an order to buy a product. The email confirmation sent to you via PayPal does not yet lead to a contract of sale ("Contract"). Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us.

The Contract applies, after the delivery of the Products this is the declaration of acceptance.

Products that are not delivered do not result in a contract. Slight discrepancies in colour when compared to the Products shown on the website are possible and due to technical conditions.

WUBET does not accept orders from customers under the legal age of 18.

An order is only possible via logging in to your PayPal account or when all the fields within the PayPal window have been completed. If there is information missing, or WUBET cannot supply the order for other reasons, the customer will receive an error message. The customer has the opportunity of amending his/her order before the final dispatch of the Products. As soon as payment has been completed, you will be notified via an information window. This does not yet constitute an acceptance by the customer.

#### 3. Order Confirmation

Your order details are saved. After successful payment, you are sent an email via PayPal to the given address when the order has arrived at WUBET. You may also print a confirmation after successful payment. This information does not yet constitute an acceptance of the order.

# 4. Prices and Dispatch Costs

All prices are given in EURO excluding the legally valid value added tax of 20%. You will be informed of the applicable dispatch costs depending on your location. You must pay the dispatch costs.

In a delivery to a non EU country you must also pay all additional import and export costs, as well as all duties, taxes and fees. Any foreign bank charges are also to be paid by the customer. Taxes, duties and fees as well as handling charges by the carrier will NOT be refunded after a return of the Products.

### 5. Delivery, Delivery Period, Product Availability, Dispatch

WUBET delivers to the given address. Your Product is dispatched at the latest three working days following the day WUBET receives your Order. According to experience the delivery period is three to five working days, at the latest 14 working days after placing your Order. If this period of dispatch has expired, an extension of 14 working days is automatically generated without any further declaration by the customer. If this additional period also expires you can cancel your Contract.

If the Products you have ordered are not available at the time of your order, or WUBET cannot otherwise for any reason comply with the terms of delivery, you will be informed directly.

At the same time WUBET will inform you of a new delivery date as is reasonable according to circumstances. If the Product is still not available in this new delivery period, WUBET can partially or completely withdraw from the Contract. Any pre-payments will promptly be refunded by WUBET.

If the delay is not acceptable to you, you can cancel your Order by notifying WUBET in writing immediately (by fax or email).

If you have ordered several Products, WUBET might send you these in several separate deliveries. WUBET will inform you of this course of action before dispatch. If part of your order is currently not available or permanently unavailable, this part of your Order will be cancelled. Only the Products available will be listed in the Order Confirmation. Thus a Contract does not result from unavailable Products in the Order.

The dispatch occurs with the most cost effective mode of dispatch, with GLS or via The Post Office, or, if specifically requested by the customer, with EMS or FedEx. The danger of damage is transferred to the dispatcher, and then, after you have accepted the products from the dispatcher, to you. If you receive goods visibly damaged by transport, you can claim your right to return the goods.

#### 6. Returns

You can cancel your contract up to 7 working days after receiving the Products without citing a reason by notifying us in writing (letter, fax, email) or by returning the Products to us. It is satisfactory if you notify us (in writing) of your intention to return the Products to us within this period. If you wish to return part or all of your Order a partial or full refund will only be paid when the Products have arrived at WUBET in their original, undamaged state.

The returns must be sent to the following address: WUBET
Online-Store
Praterstrasse 11
1020 Vienna
Austria

Please note, you must take reasonable care of the Products whilst they are in your possession and, when returning products to us, you must ensure that they are in the same condition they were in when you received them (i.e. they must be unworn and returned with all labeling and original packaging).

If you fail to comply with this obligation, we may have a right of action against you for compensation. This also applies if any accessories or other parts are missing. There is no right of return if the original label was removed from the Product, as WUBET assumes that, in this case, the Product has been accepted. Returns can be sent by post or as judged suitable by the customer.

Refunds must be completed within 30 days. For the customer this period begins after dispatching the Products or the request of return, for WUBET with receipt of the Returns.

You cannot claim any right of return if the Product has been made specifically according to your wishes.

The cost of returns are payable by the customer. Should the Returns be sent by freight forward, WUBET has the right to charge you the relevant sum or deduct it from your refund.

#### 7. Our Liability

If there is a defect in the Product you have the right to ask for a supplementary performance (new delivery or removal of defect). WUBET is authorized to refer the customer to a new delivery, if removal of the defect would mean a disproportional outlay. Commercial or technically unavoidable, material aberrations on quality, colour, size, shape, finishing, width, weight, fittings or design of the Product are irrelevant. We aim to offer true colour representation. However, due to the nature of online shopping we cannot be held responsible for any variations of colour as shown on screens, monitors or printouts. You have no right of return for such or other unavoidable deviations. Otherwise you must clearly state and prove why the deviation is considerable to you. You have no right of return if you have altered the Product in any way and the defect was the result of such an action.

You have the right to guarantee claims by giving the order number, your name and address as well as a short description of the reason in an email to: info@wubet.com, by telephone: +43 664 7692102 or by post to the following address:

WUBET Online-Store Praterstrasse 11 1020 Vienna Austria

You must send your Product to WUBET for examination if requested to do so. WUBET will cover costs and is liable for the product during this process. Please send it to the following address:

WUBET Online-Store Praterstrasse 11 1020 Vienna Austria

Please use the original packaging for the return. If the Product is made of various separate parts, please return it to its condition of delivery.

### 8. Reservation of Property Rights

Until complete payment of the sale price the delivered Products remain the property of WUBET.

You must notify us immediately in writing if the Products have been pledged; confiscated or other interventions by a third party, and inform the third party of the reservation of property rights of the seller.

### 9. Payment

You can pay for your order by credit card. WUBET will only accept the payment type declared in the order process.

All payments and credits are transacted in EURO. Our partner for secure online payments is PayPal (www.paypal.com).

#### 10. Data processing, Protection of Data Privacy

All your personal data will be handled with utmost care and confidentiality by WUBET.

#### 11. Law and Jurisdiction

All Contracts and Agreements between the customer and WUBET will be governed by Austrian Law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

Place of execution is Vienna/Austria.

If individual terms in these terms and conditions of sale are or should become invalid, the effectiveness of the rest of the regulations remains unchanged. Instead of the invalid term, it is appropriate corresponding term according to Austrian Law becomes effective.

## 12. Supplier Identification according to § 5 ECG

WUBET e.U Praterstrasse 11 1020 Vienna Austria

Phone: +43 664 7692102 E-mail: info@wubet.com

Place of Jurisdiction:

Vienna, Austria

VAT-ID Number: ATU63119468

Bank Details:

Account: Wubet e.U

Bank: Volksbank Wien-Baden,

Franz-Josefs-Kai 13,

1010 Vienna, Austria, Europe

SWIFT/BIC: VBWIATW1

IBAN: AT53 4300 0426 6018 9012