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Terms of Use

Contract conditions for the use of the online platform "REMA TIP TOP Order Portal" (in the following referred to as "platform") of REMA TIP TOP GmbH, Am Ökopark 8, 8230 Hartberg, Austria (in the following referred to as "vendor"):

§ 1 Area of Application, Definitions

(1) For the utilization of the platform the following terms of use shall exclusively apply as well as the general terms and conditions of REMA TIP TOP GmbH in the version relevant at the moment of order. Differing conditions of the customer will not be accepted unless the vendor expressly agrees with their validity in writing.

(2) The platform shall only be open to the industrial customers of the vendor. With his first-time registration the customer confirms to purchase all goods ordered via the platform exclusively in the exercise of his industrial or independent professional activity.

§ 2 Conclusion of Contract

(1) The customer may choose products from the vendor's assortment and collect them via the button "Add to basket" in a so-called shopping basket. By clicking on the button "Send order" the customer places a binding order to buy the goods collected in the shopping basket. Before sending the order the customer can review and amend the data at any time. But the order can only be placed and forwarded if the customer has accepted the contract conditions and the general terms and conditions of the vendor by clicking on the button "terms of use accepted" and thus has incorporated them into his order.

(2) Thereupon the vendor will send to the customer an automatic notice of receipt by e-mail specifying once again the customer's order, which can be printed by the customer via the function "Print". The automatic notice of receipt only documents that the customer's order has arrived at the vendor but does not imply the acceptance of the order. The contract will only be concluded when the vendor issues a notice of acceptance, which will be sent by a separate e-mail (order confirmation).

§ 3 Delivery, Product Availability

(1) If no specimens of the chosen product are available at the date of order the vendor will inform the customer in the order confirmation. If the product is permanently out of stock, the vendor will refrain from a notice of acceptance. In this case a contract will not be concluded.

(2) If the product indicated in the customer's order is only temporarily not available, the vendor will immediately inform the customer in the order confirmation as well. If the delivery is delayed for more than two weeks the customer is entitled to withdraw from the contract. Incidentally in this case the vendor is also entitled to withdraw from the contract. In this connection he will immediately reimburse possibly effected payments of the customer.

§ 4 Prices, Modes of Payment/Delivery

(1) All prices indicated on the vendor's website do not include the respectively valid legal sales tax.

(2) As far as the contracting parties do not stipulate anything different in writing, the terms of payment shall apply, which have been agreed for the conclusion of the contract between the customer and the vendor outside the platform, including the possible obligation to provide securities. If such a regulation between the parties has not been made, the delivery will be carried out on the basis of an immediate payment on the order of products.

(3) Clause 2 also applies analogously to the place of delivery and the payment of the transport costs. If such a regulation has not been made between the parties, the delivery will be carried out ex works Hartberg (Incoterms 2010).

§ 5 Final Provisions

(1) The law of Austria shall apply to the contracts between the vendor and the customer excluding the application of the United Nations Convention on Contracts of the International Sales of Goods.

(2) As far as the customer is a merchant, a corporate body under public law or special assets subject to public law the place of venue for all disputes arising from the contractual relationship between the customer and the vendor shall be the vendor's registered office in Hartberg, Austria.

(3) Even if the contract is legally invalid concerning individual items it shall remain binding in its remaining parts. As far as available the invalid item shall be replaced by the legal provisions. Insofar as this is an unacceptable hardship for one of the contracting parties the contract as a whole shall become invalid.