

## **General Terms of business (GTB)**

Please read these Terms and Conditions carefully before buying from our WEBSHOP. A purchase from you means the full acceptance of our business terms.

This WEBSHOP / DOMAIN [www.leanschi.com] is operated by the Austrian company LEANSCHI & PARTNERS GmbH; here-after the SELLER.

See our IMPRINT for more information relatively to our company.

### **1. Field of application**

The following conditions applies for any purchases / sales made through our webshop, WETHER the BUYER / PURCHASER is a private person / end-consumer (physical person, B-to-C business) OR a company or an entrepreneur (legal entity or corporate body, B-to-B business). Here-after the BUYER.

In particular, those GTB remain valid in full in case a first purchase from a LEGAL ENTITY turns subsequently into a regular business relation and the first-time BUYER is then de facto turning into an official Leanschi DEALER or RESELLER. Therefore, we would not necessarily remind those GTB to a DEALER who is here-with supposed to have read and accepted them. Should a dealer or business partner have different GTB, we expressly do not recognise them; except we agreed on part of them in the written form.

### **2. CONTRACTOR, SALES or PURCHASE AGREEMENT**

Your purchase on this webshop is a SALE AGREEMENT agreed upon between the company **LEANSCHI & Partners GmbH** (SELLER) and you (BUYER).

The products presented on this webshop represent an official and binding offer from the SELLER. The BUYER can select any of the articles from the webshop-part and add it to its buying basket; with no obligations. You can anytime correct, modify this basket or suppress one or several items from this basket. A sales contract is occurring only when the BUYER validates its purchase(s) while accepting these GTB and clicking on the [I BUY] button; accepting the basket content in full. Right after the BUYER confirmed the order, a CONFIRMATION per e-Mail, with a purchases overview will be automatically sent to the BUYER.

### **3. CONTRACT LANGUAGE and DOCUMENT STORAGE**

LANGUAGES available for contract validation are currently GERMAN, ENGLISH or FRENCH. A written contract document will not be generated and not stored.

### **4. SHIPPING / DELIVERY CONDITIONS**

Shipping charges apply and are added to the basket's value.

More information about shipping costs is available during the basket validation process or under the website menu [SHIPPING FEES].

We deliver by POST or by COURRIER. A direct pick-up from our premises is not possible. However, it is possible to pick-up the goods FREE of shipping CHARGE while selecting a PREMIUM LEANSCHI DEALER's ADDRESS as DELIVERY ADDRESS for your order.

## **5. PAYMENT**

Basically, the following payment options are available in our webshop:

### **CREDIT CARDS (VISA or MASTER)**

While confirming your order, you would simultaneously provide us your CREDIT CARD's details.

Once your identity and card's validity have been certified, we will automatically and immediately require the goods / articles' payment from your credit card provider. The payment operation is fully automated and your credit card will be debited for the corresponding amount.

### **PayPal**

During the order confirmation process, you will be redirected to PayPal website. For being able to buy and pay through PayPal, you must have a PayPal account OR create one. Upon login + password, your identity will be certified and you just have to confirm your payment transaction (amount + beneficiary, Leanschi.com, will automatically be set)

After you confirmed your order, we will automatically and immediately require the goods / articles' payment from PayPal and the transaction will automatically and immediately take place. Detailed instructions will be provided during the ordering and paying procedure.

### **SOFORT**

Right after your order confirmation, you will be redirected to SOFORT payment website. For being able to buy and pay through SOFORT, you must have a bank account accessible through ONLINE BANKING and use PIN/TAN procedure for transfer or payments, confirm your identity (through LOGIN and PASSWORD from your online-bank system) and confirm your payment transaction (amount + beneficiary, Leanschi.com). Detailed instructions will be provided during the ordering and paying procedure.

Once confirmed, SOFORT will immediately initiate and execute the payment transaction and your bank-account will be debited for the corresponding amount.

## **6. OWNERSHIP RIGHTS RETENTION**

Goods remain our full property until their integral payment.

Furthermore, for legal entities or corporate bodies:

Goods remain SELLER's property until all previous transactions have been entirely settled by the BUYER. In the course of its normal business activity, the BUYER may sell those goods to third parties as it is, or as a part of a wider sales transaction; but the BUYER herewith recognize and accept herewith that the whole proceedings must be immediately transferred to the SELLER, at least for an amount equal to the outstanding invoice amount. The BUYER may still collect his debt's payments by himself; however, in case the BUYER is not fulfilling this commitment, the SELLER is fully entitled to collect by itself the account receivables.

## **7. SHIPPING DAMAGES**

For END-CONSUMERS:

Should your parcel be delivered with any visible damages, please immediately advise the courier or the transport company that you accept the parcel only WITH RESERVES due to its bad conditions. Furthermore, immediately inform us.

Should you default on these requirements, none of your consumers' rights would be lost or diminished. However your help in this regard is much valuable as it would significantly help the SELLER to recover his claim versus the courier or transport company; or from the insurance.

For B-to-B BUYERS (legal entities, corporate bodies):

From the time the SELLER remitted the goods to the forwarder or courier in charge of transporting them, the transportation risk (loss, damages, etc...) are supported in full by the BUYER. Should the parcel be delivered with any visible damages, the BUYER must immediately oppose the full acceptance of the parcel and initiate a COMPLAINT/CLAIM PROCEDURE toward the forwarder or courier. Duty of inspection, notification, and rejection are common and recognised practice among business partners: in case no claim is timely made, goods are supposed free of damages and accepted.

## **8. GUARANTEE and GUARANTY CLAIM**

Those GTB comply in full with EUROPEAN and AUSTRIAN laws and consumers' rights regulations. Those laws and regulations apply here. Guarantee terms information about voluntary better terms are indicated every time it occurs. Otherwise, a 2 YEAR guarantee term is here-with agreed upon.

You can reach our AFTER-SALES-SERVICE for any question or claim under: [service@leanschi.com](mailto:service@leanschi.com)

## **9. WITHDRAWAL RIGHT**

Withdrawal rights for private persons, end-consumers apply. All information related to the BUYER's right to withdraw from sales agreement, including the form to be filled for enacting it, can be found under the MENU [**WITHDRAWAL**].

**MADE-to-MEASURES products** or **bespoke** orders are excluded from this disposition.

## **9. DISPUTES SETTLEMENT**

In case of dispute, we do agree with an extrajudicial settlement or with an arbitration through an independent conciliation body (=dispute resolution body). Obviously, before we land there, you can contact us directly and forward your claim to this eMail address: [service@leanschi.com](mailto:service@leanschi.com)

We are always keen on an acceptable solution for our clients or partners.

Otherwise, pls consider the Online Dispute Platform from the EU, about resolving your online consumer problem fairly and efficiently without going to court:

<http://ec.europa.eu/consumers/odr>

If you are based in AUSTRIA, you may instead use the local ONLINE DISPUTE PLATFORMS:  
<http://www.ombudsmann.at/> or <https://www.verbraucherschlichtung.at/>

In case BUYER is a legal entity or a corporate body, the AUSTRIAN LAWS are regulating this agreement and competent judiciary court for disputes settlement is VIENNA or KORNEUBURG.

Stand: **April 2018**

***Under the [DOWNLOAD]-MENU you can find our GTB | General Terms of Business-text as PDF to download.***

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***GTB translated from our German "Allgemeine Geschäftsbedingungen – AGB", generated with the kind support from TrustedShops.de in cooperation with Wilde Beuger Solmecke lawyers.***