

General Terms and Conditions

§ 1 Scope of application and supplier

- (1) These General Conditions apply to all orders placed in the store online store of Solías Spirit of Life in Arts - Giava Ferrandina.
- (2) The merchandise offered in our online store is intended exclusively for buyers who are 18 years of age or older.
- (3) Our supplies, services and offers are provided exclusively on the basis of these General Terms and Conditions. The General Terms and Conditions contract apply to companies and individuals.
- (4) The language of the contract is exclusively German.

§ 2 Conclusion of the contract

- (1) The presentation of goods in the online store does not constitute a request binding for the conclusion of a purchase contract. It is therefore only a non binding invitation to order in the online store.
- (2) By clicking on the “Order now”/“Buy” button, you are sending an offer to purchase binding (§ 145 BGB). Immediately before submitting your order, you can check the order again and correct it if necessary.
- (3) After receiving the purchase offer, you will receive an automatic e-mail confirming of the receipt of your order (acknowledgement of receipt). This confirmation of receipt does not constitute acceptance of the purchase offer.
- (4) The purchase contract for the goods is concluded only when we state expressly accept the purchase offer (order confirmation) or when we ship the goods - without a previous express declaration of acceptance. Exception: in the case of prepayment and PayPal, acceptance of the order takes place immediately with the order.
- (5) The customer acknowledges that all images used to illustrate and represent the offer, with the exception of technical specifications and product description, may differ from the actual color of the product.

§ 3 Prices

- All prices quoted are without “VAT” and delivery/shipping costs. By virtue of the status of a small business under § 6 UStG, we do not charge VAT and therefore we do not indicate it.
- Solías Spirit of Life in Arts - Giava Ferrandina, reserves the right to change the prices indicated at any time and without prior notice.
- In the event that Solías Spirit of Life in Arts - Giava Ferrandina, for any reason. (human error, computer system error, etc.), indicates an incorrect price, Solías Spirit of Life in Arts - Giava Ferrandina has the option to cancel the order. In this case, Solías Spirit of Life in Arts will inform the customer of the error and refund the amounts received.

§ 4 Methods of payment; default

Payment can be made by:
Prepayment,
Sofortige Banküberweisung
or Paypal.

We are responsible for selecting the available payment methods in each case. In particular, we reserve the right to offer you only selected payment methods, e.g. for example, only prepayment to cover our credit risk.

- If you select the Sofortüberweisung payment method, the respective bank will authorize the amount corresponding to the purchased product only when the online transaction is completed. Im Falle einer mangelnden Bewilligung der Transaktion wird der Kunde einen negativen Bescheid erhalten und der Kauf wird als nicht abgeschlossen gelten.
- If you choose to pay in advance, we will provide you with our bank details in the order confirmation. The invoice amount must be paid to our account within 10 days after receipt of the order confirmation.
- If you choose the PayPal payment method, during the ordering process you will be redirected to the website of the online provider PayPal. In order to pay the amount of the invoice via PayPal, you must be registered or register first, legitimize yourself with your login information and confirm the payment instruction to us. After placing the order in the store, we ask PayPal to initiate the payment transaction. You will receive further instructions during the ordering process. The payment transaction payment will be automatically made by PayPal immediately afterwards.

If you are late with your payments, you are required to pay interest on late payments as provided

by law, equal to 5 percentage points more than the base interest rate. For each reminder sent after the default has occurred, you will be charged a fee dunning fee in the amount of EUR 2.50, unless you can prove lower or higher in individual cases.

§ 5 Compensation/right of retention

(1) You will be entitled to set-off only if your counterclaim has been legally established, is not disputed or recognized by us, or is in a close synallagmatic with our claim.

(2) You may exercise the right of retention only if your counterclaim is based on the same contractual relationship.

§ 6 Delivery; retention of title

(1) Unless otherwise agreed, delivery will take place to the address indicated by the customer.

(2) The goods remain our property until the purchase price has been paid in full. purchase price.

(3) Solías Spirit of Life in Arts - Java Ferrandina uses delivery partners, Solías - Spirit of Life in Arts - osefsplatz, 3 2500 Baden (Vienna)
E-mail: art-space@solias.at Tel: +43 660 4048086
forwarders or couriers for delivery.

(4) Delivery time is normally about 7 to 8 working days.
However, Solías Spirit of Life in Arts - Java Ferrandina cannot be held responsible for any delays in delivery.

(5) Delivery costs are included in the prices of the products indicated.

(6) The customer agrees to check the package for damage upon delivery. If the customer finds any irregularities (damage), he/she is obliged to do so:

- Externally recognizable damage must be reported in writing to the forwarder immediately after delivery, at the latest within 5 working days.

If this is not done (within the above time limit), the customer may not make any claim

claim against the carrier regarding the external appearance of the product delivered.

§ 7 Cancellation policy

In the event that the customer is a consumer within the meaning of Section 13 of the Civil Code German Civil Code (BGB), i.e. he makes the purchase for purposes that cannot be attributed primarily to his or her commercial or independent professional activity, he or she has the right to withdrawal under the following provisions.

1. Right of withdrawal

- The customer has the right to withdraw from the contract within fourteen days without providing any reasons. - The cancellation period is fourteen days from the day on which the customer or a third party appointed by the customer, other than the carrier, took possession of the goods. - To exercise the right of cancellation, you must contact us: Solías - Spirit of Life in Arts - Giava Ferrandina Josefsplatz, 3 Top 207 2500 Baden bei Wien (Niederösterreich) E-Mail: art-space@solias.at Telephone: +43 660 404 80 86 Of your decision to withdraw from this contract by means of an unequivocal (e.g., a letter sent by mail, fax, or e-mail).

2. Consequences of withdrawal If you withdraw from this contract, we will refund all payments received by you,

including delivery costs (except for additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us offered), without undue delay and in any event no later than 14 days from the day on which we are informed of your decision to withdraw from this contract.

we will use the same means of payment that you used for the original transaction original, unless expressly agreed otherwise with you; in no charge will be made to you for this refund.

We may refuse to refund the customer until we have received the goods or until the customer has provided proof that he or she has returned it, whichever whichever occurs first.

You must return or deliver the goods to us immediately and in any event no later than fourteen days from the day you informed us of the cancellation of this Solías - Spirit of Life in Arts - osefsplatz, 3 2500 Baden (Vienna)

E-mail: art-space@solias.at

Tel: +43 660 4048086

contract.

The deadline is met if the goods are shipped before the expiration of the 14-day period.

The direct costs of returning the goods are the responsibility of the customer.

Please avoid damage and contamination. If possible, return the goods in the original packaging with all accessories and packaging components. If necessary, use protective outer packaging. If you no longer have the original packaging, please use appropriate packaging to ensure

adequate protection against shipping damage in order to avoid claims for compensation for damage caused by defective packaging.

Please contact us at +43 660 404 80 86 or by e-mail: art-space@solias.at to notify us of your return.

§ 8 Warranty

Unless expressly agreed otherwise, the user's warranty rights shall be governed by the statutory provisions of the right of sale.

9.1 The company If the customer is a company, he is obliged to check the defects in the goods within a reasonable time and to report them in writing within one week after the transfer of risk, otherwise the warranty is excluded. Timely shipment is sufficient to meeting the deadline. The burden of proof for all prerequisites of the claim, in particular particular the defect itself, the time of discovery of the defect, and the timeliness of the communication of the defect, rests entirely with the customer. The warranty period is 12 months from the transfer of risk. In case of replacement of individual components in the course of repair, the warranty period for the replaced part shall be 12 months.

9.2 Consumers If the customer is a consumer, he/she must report in writing the defects evident within 14 days after delivery of the goods. Failure to report does not affect the customer's warranty rights, but may be considered contributory fault within the meaning of § 1304 ABGB. The warranty period is 24 months from the acceptance of the goods by the customer. In case of replacement of individual components in the course of a repair work, the warranty period for the replaced part is 12 months.

9.3 Costs for any return shipment In case of a warranty claim, the customer is required to make the disputed goods available to us for inspection and subsequent elimination of the defect. The cost of returning the goods shall be borne by the customer. The customer also bears the risk of damage during return shipment.

To exercise the right of withdrawal, you must send the goods to:

The company: Solías - Spirit of Life in Arts - Giava Ferrandina Adresse: Josefsplatz,
3 Top 207 2500 Baden bei Wien (Niederösterreich) E-Mail: art-space@solias.at
Telephone: +43 660 404 80 86

Solías - Spirit of Life in Arts - osefsplatz, 3 2500 Baden (Vienna)

E-mail: art-space@solias.at Tel: +43 660 4048086

Please contact us at +43 660 404 80 86 or e-mail: art-space@solias.at

To notify us of return.

§ 9 Liability.

- (1) Unlimited liability: we are liable without limitation for intent and gross negligence and in accordance with the German Product Liability Act. We are liable for slight negligence in case of injury to life, limb and health of persons.
- (2) Otherwise, the following limited liability shall apply: in case of negligence slight, we shall be liable only in case of breach of a contractual obligation substantial, the fulfillment of which is essential for the proper performance of the contract and on whose observance you may regularly rely (cardinal obligation). The liability for slight negligence is limited to the amount of damages foreseeable at the time of entering into the contract, the occurrence of which is typically foreseeable. This limitation of liability also applies to our auxiliary agents.
- (3) For Solías - Spirit of Life in the Arts - Giava Ferrandina responsible: Ms. Giava Ferrandina

§ 10 Final Provisions

The terms and conditions listed above may be modified at any time and without notice by Solías Spirit of Life in Arts- Java Ferrandina and the resulting terms and resulting conditions will be valid from the date of publication on the website.