

Terms and conditions <http://www.dwinguler-europe.com>

1. General

a) Scope

These terms and conditions apply to all business on <http://www.dwinguler-europe.com> between the Youngsan Handels GmbH, Opernring 1/R/608, 1010 Vienna (hereinafter Dwinguler Europe) and its customers in force at the time of the completion of the contract. Customer Conflicting General Terms and Conditions are strictly prohibited.

b) Contract

The purchase contract is concluded with the payment of the order. For orders in which the payment method VPAY or MAESTRO was selected, this is the date the payment is received on the account of Dwinguler Europe, with credit cards of those when the transaction was successfully completed on the website of the credit card company.

2. Delivery

a) Partial shipments

Dwinguler Europe is entitled to make partial deliveries if this is reasonable for the customer. However, in case of partial delivery to the customer no additional shipping costs are applied.

b) Delivery and service delays

Delivery and service delays due to higher force and due to unusual and unforeseeable circumstances which cannot be prevented by all possible care of Dwinguler Europe (including in particular strikes, official or court orders and cases of incorrect or improper delivery despite pertinent hedging transaction), is out of Dwinguler-Europe's responsibilities. The customer entitles Dwinguler Europe to delay the delivery for the duration of the disabling event.

c) Resignation

In case of unavailability of the aforementioned reasons, Dwinguler Europe may withdraw from the contract. Dwinguler Europe is committed to inform the customer immediately about the unavailability and to reimburse already transferred payments back to the customer.

d) Default of acceptance

In case the customer with the acceptance of the ordered goods is in arrears, Dwinguler Europe is entitled, after setting a reasonable grace period, to rescind the contract and claim damages for default or breach of the contract. During the delay the customer bears the risk of accidental loss or accidental deterioration. This does not apply in the event of non-acceptance of the goods and the return associated under these Terms shall be classified as a cancellation.

e) Conduction time

Unless agreed otherwise, goods purchased on Dwinguler Europe are delivered within 10 days. The begin of the period in case of advance payments is the day after the payment order to the transferring credit institute was made. The period ends on the tenth day of this period. If the last day of the period falls on a Saturday, Sunday or a nationally recognized public holiday, the deadline is the next business day.

3. Payment

a) Price and shipping

All prices include a VAT of 20% and shipping costs to countries within the EU.

b) Right of retention

The right of retention for the customer is only applicable for those counterclaims that are due and are based from the same legal relationship as the obligation of the customer.

4. Right of withdrawal for consumers in distance contracts

a) Right of withdrawal for distance contracts

Right of Withdrawal

Withdrawal

The customer has the right to withdraw from the contract within fourteen days without stating a reason.

The withdrawal period is fourteen days from the date on which the customer or a third party indicated, other than the carrier, received the goods purchase from Dwinguler Europe.

To exercise this right, it is necessary to inform us (Dwinguler Europe, Opernring 1/R/608, 1010 Vienna, Austria, E-mail: playmat@youngsan.com, Phone: +43 (0) 522 6243-12) by means of a clear declaration (eg, consigned by mail letter or email) of the customer's decision to withdraw from the contract made with Dwinguler Europe.

To safeguard the withdrawal period it is sufficient that to send a notice concerning the exercise of the withdrawal before the expiry of the withdrawal period.

Effects of withdrawal

If the customer withdraws from a contract, Dwinguler Europe will reimburse all payments received from the customer, including the costs of supply (with the exception of the additional costs arising from other shipping methods than the standard one), and repay immediately, latest within fourteen days from the date on which the cancellation notification has been received by Dwinguler Europe. For this repayment the same method of payment is used as used in the original transaction, unless the customer expressly agreed otherwise; in any case the customer will be charged fees for this

repayment. Dwinguler Europe may withhold reimbursement until having received the returned goods back, or until the customer has demonstrated that he has returned the goods.

The goods have to be returned immediately and in any event not later than fourteen days, counting from the date on which the customer informed Dwinguler Europe about the cancellation of the contract. The deadline is met if the goods are returned before the deadline of 14 days. The costs of return are taken over by the customer.

The customer agrees to pay in case of a diminished value of the goods, including the nature, characteristics and functions of the goods, caused by the customer.

- End of withdrawal -

b) Conditions for the separate supply of several goods

Conditions

Withdrawal

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- End of withdrawal –

c) Exclusion of the right to withdraw the above order cancellation

The right does not apply to contracts for the supply of goods which are not prefabricated and for the production of an individual choice or decision by the consumer which is clearly tailored to the personal needs of the customer.

5. Returns without an explicit declaration

If the customer returns goods within the statutory cooling-off period to Dwinguler Europe without explicitly explaining that this is about the exercise of his right of withdrawal, the return is classified by Dwinguler Europe as revocation, in case a right of withdrawal was given and no other reason could be determined.

6. Title retention

The delivered goods remain owned by Dwinguler Europe until the full payment of the purchase price. The customer has to treat the goods in question any time carefully. In case of certain customer actions, especially default of payment, Dwinguler Europe is entitled to take back the purchased goods. This withdrawal of the goods constitutes a withdrawal from the contract.

7. Warranty

For all goods of Dwinguler Europe of this website is subject to legal warranty rights.

a) Warranty claims

A warranty claim can only arise with regard to the qualities of the goods. Reasonable deviations in the aesthetic characteristics of the product are not subject to the warranty claim.

b) Transfer of Risk

The risk of accidental loss or deterioration of the goods sold will only be transferred to the customer only after the customer received and accepted the goods.

c) Supplementary

If the goods are deficient, the customer can demand subsequent supplement in the form of repair or replacement. If deficiencies are not corrected even after two repair attempts, the customer is entitled to withdrawal or reduction.

d) Rights in case of an insignificant deficiency

In the presence of only insignificant defect, the customer has only the right to reasonable reduction of the purchase price under exclusion of the right of withdrawal.

e) Compensation for damages

For damage caused by improper handling or use of the goods, no warranty can be provided.

8. Liability

a) Liability

Dwinguler Europe and their legal representatives and vicarious agents are liable under the following caveat only for intent or act of gross negligence. In cases of slight negligence, liability only applies to the breach of contractual obligations, hence such obligations, the fulfillment of the purpose of the contract is of particular importance. The liability to the foreseeable, typical, direct average damage is limited. For customers who are not consumers, Dwinguler Europe is liable in the event of grossly negligent violation of non-essential contractual duties only in the amount of foreseeable, typical, direct average damage.