



## **General Terms and Conditions**

woom GmbH, FN 394311w

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Email: [woom@woom.com](mailto:woom@woom.com)

### **1. Scope of application of the General Terms and Conditions**

- 1.1. The following General Terms and Conditions shall apply to all business relations between the "Customer" on the one hand and woom GmbH (hereinafter referred to as "woom", "we" or the "Provider") on the other, arising from the purchase of goods, services or vouchers ("Products") from the woom online shop, which can currently be accessed at <https://woom.com> (22/04/2024).
- 1.2. When placing an order, the Customer accepts the current version of the General Terms and Conditions by ticking a box and submitting their order.
- 1.3. Any terms and conditions that differ from, conflict with or supplement these General Terms and Conditions will not be included in the contract, even if we are aware of them, unless woom has expressly agreed in writing that they shall be considered valid.

### **2. Conclusion of contract**

- 2.1. The presentation of products in the online shop does not constitute a proposal in the legal sense. woom invites customers to submit a proposal to purchase products, but this invitation is non-binding and without obligation. The Customer must actively make a proposal, which becomes binding when they click on the "Pay now" button. Once the Customer has made a binding proposal in this way, they will not be able to change their order. The Customer will, however, have the chance to check the details of their order and correct any mistakes before they make their proposal.
- 2.2. Placement of orders is open to natural persons who are at least 18 years old and have full legal capacity at the time the contract is concluded.
- 2.3. woom will confirm receipt of the Customer's electronic contract proposal immediately. Confirmation of receipt does not constitute binding acceptance of the order.



- 2.4. An order has been accepted by woom and a contract has been concluded when a separate order confirmation has been received or the products in the order have been delivered. woom is entitled to refuse to accept the order without providing any reason for doing so. This applies in particular if the products in the order are out of stock or if a private individual has exceeded the standard per-household quantity.

### **3. Prices and shipping costs**

- 3.1. The prices listed in the online shop are retail prices including VAT and packaging costs.
- 3.2. The Customer will be made aware of any additional costs, including those for freight, delivery or shipping, before they submit their proposal provided that it is reasonable to expect that these costs can be calculated in advance. If the costs cannot be calculated in advance, we will advise the customer that additional costs may apply before they submit their proposal.

### **4. Shipping conditions**

- 4.1. We will arrange dispatch of the order. We will use our best judgment to select the shipping company but cannot guarantee that we will choose the fastest and cheapest option.
- 4.2. The order will be delivered to the address specified by the Customer.

### **5. Legal right to cancel**

- 5.1. If the Customer is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG), they have the right to cancel this contract within 14 days without having to provide a reason for doing so.
- 5.2. The cancellation period is 14 days from the day on which the Customer or a third party designated by the Customer (but not the carrier) received the goods or received the warranty certificate if the warranty has been extended for a fee.
- 5.3. In order to exercise their right to cancel, the Customer must inform woom (woom GmbH, Muthgasse 109 A, 1190 Vienna, Austria, woom@woom.com, phone: +43 1 358 58 03) in the form of a clear declaration (e.g. in a letter, fax or email) of their decision to cancel this contract. The Customer can use the standard cancellation form (link to form) below to notify woom of their decision to cancel, but this is not mandatory.
- 5.4. To meet the cancellation deadline, the Customer will just need to inform woom that they are exercising their right to cancel before the expiration of the cancellation period.

#### **Consequences of cancelation**

- 5.5. If the Customer cancels this contract, woom will refund any payments received from the Customer, including delivery costs, without delay and no later than fourteen days from the day on



which woom received notification of the Customer's decision to cancel this contract. To make this refund, woom will use the same payment method that the Customer used for the original transaction unless otherwise expressly agreed with the Customer. Under no circumstances will the Customer be charged any fees for this refund.

- 5.6. woom may refuse to pay the refund until the returned goods have been received or until the Customer has provided proof that they have returned the goods, whichever happens first.
- 5.7. The Customer will be required to return the received goods to woom without delay and no later than fourteen days from the day on which they informed woom of their decision to cancel this contract. The deadline will be deemed to have been met if the Customer returns the goods to woom GmbH, Muthgasse 109 A, 1190 Vienna, Austria before the expiration of the fourteen-day period.
- 5.8. We will pay the direct cost of returning the goods.
- 5.9. The Customer will only be required to pay for any loss in the value of the goods if this loss in value is caused by unnecessary handling of the goods when checking the condition, features and functionality of the goods.

#### **Standard cancellation form**

- 5.10. If the Customer wishes to cancel the contract, they can fill in the following form and return it to us at:

woom GmbH, Muthgasse 109 A, 1190 Vienna, Austria, email: [woom@woom.com](mailto:woom@woom.com), phone: +43 1 358 58 03

I/we (\*) hereby cancel the contract concluded by me/us (\*) to purchase the following goods (\*):

Ordered on (\*)/received on (\*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (not applicable if this form is being submitted electronically)

Date

(\*) Delete as applicable.

- 5.11. In the cases listed in Section 18 of the Austrian Act on Remote and Off-Premises Transactions (FAGG), the right to cancel does not apply. This applies in particular to purchases of goods that



are custom-made in line with the Customer's specifications or specific requirements; or

are sealed when delivered and cannot be returned for health and safety or hygiene reasons if the seal has been removed after delivery; or

have due to their nature been inseparably mixed with other goods after being delivered.

## **6. Voluntarily extended right to return**

- 6.1. woom voluntarily extends the statutory 14-day cancellation period for consumers by another 16 days. This means that woom grants its customers the right to return goods within 30 days in total. woom may extend this 30-day period on an individual basis during promotional campaigns.
- 6.2. The voluntarily extended right to return with respect to clothing is subject to the condition that the clothing has not been worn and is returned with the price tag attached. This does not limit the statutory right to cancel within the first 14 days.
- 6.3. If the Customer exercises the voluntarily extended right to return, woom will pay the return costs, and the Customer should use the return slip and return label.
- 6.4. Unless otherwise agreed, the statutory provisions relating to the right to cancel in section 5 will apply in the same way to the voluntarily extended right to return.

## **7. Payment terms and conditions**

- 7.1. Unless otherwise agreed, the Customer will be required to pay the agreed fee promptly upon conclusion of the contract using the available payment methods and within 14 days of the contract being concluded, at the latest.
- 7.2. Customers making at-fault late payments will be charged the statutory interest rate of 4% per annum for payments in arrears. For business customers, interest will be applied at a rate of 9.2 percentage points above the base rate.
- 7.3. If a consumer as per the Austrian Consumer Protection Act (KSchG) is late making a payment, they will be required to pay any reminder and collection expenses incurred as part of the corresponding legal proceedings, in particular the fees for any collection agency hired, which apply in line with the applicable regulations on maximum fees for debt collection, and the legal fees as per the Austrian Lawyers' Fees Act.
- 7.4. If a business customer is late making a payment, they will also be required to pay for any enforcement costs, regardless of the amount invoiced, at a flat rate of EUR 40 for each instance of enforcement in addition to the costs set out in section 9.3.
- 7.5. Depending on who is at fault, all other damages must also be compensated for, including but not limited to the damages incurred as a result of higher interest rates being applied to any of our credit accounts due to the missed payment.



- 7.6. In the case of business customers, if woom has granted the Customer the option of paying in installments, a process for dealing with failure to meet a payment date will be deemed to have been agreed, and woom will be entitled to request payment of all outstanding amounts from the Customer or to withdraw from the contract for cause if it has sent a written notice, including a grace period, following the failure to pay. This provision does not apply to consumer contracts.

## **8. Retention of title**

- 8.1. woom retains title to delivered goods until full payment has been received.

## **9. Warranty/liability**

- 9.1. Statutory warranty provisions apply to the Customer if goods are found to be faulty unless an agreement to the contrary has been made here in the case of business customers.
- 9.2. If the Customer is a consumer, it is their responsibility to check goods to ensure they are complete, correct and in good condition upon delivery where possible. Most importantly, they should check that the packaging is intact. Any problems should be reported by email to [woom@woom.com](mailto:woom@woom.com) with a brief description. This will help any warranty claims to be resolved more quickly and effectively. Failure to follow this obligation will not result in any limitation of the consumer's statutory warranty rights.
- 9.3. If a business customer does not report any problems within three days, the delivery is considered to be accepted. After this point, all claims will be excluded, e.g. warranty, avoidance for mistake and compensation for damages owing to a discrepancy or fault reported at a later date (Section 377 of the Austrian Commercial Code, UGB). The same applies to incorrect or incomplete deliveries.
- 9.4. In the case of business customers, we will be solely responsible for selecting the legal course of action to rectify a problem reported to us within the specified period. We are also entitled to amend the agreement immediately. A business customer will also be required to cover the costs of returning the goods to be repaired or replaced.
- 9.5. woom's liability and the liability of its company bodies, its employees, contractors and other vicarious agents ("Personnel") is limited to intent or gross negligence. Liability for slight negligence is excluded. This limitation of liability does not apply to damages arising from loss of life, injury or damage to people's health, to claims relating to a breach of the main obligations or to claims in accordance with the Austrian Product Liability Law. This liability disclaimer does not apply to personal injury and damage to property that woom has accepted for processing. Any exclusions or restrictions that apply to our liability will also apply to the personal liability of our Personnel.
- 9.6. Business customers will be required to provide proof of intent or gross negligence in the case of damages and make claims for compensation within one year of the risk being transferred. The provisions set out in these General Terms and Conditions and other provisions agreed upon in



relation to compensation for damages also apply if the damages claim is made alongside or instead of a warranty claim. In the case of business customers, any recourse claims as per Section 12 of the Austrian Product Liability Act (PHG) are excluded unless the party entitled to recourse can prove that the problem falls within the scope of our responsibility and has been caused by gross negligence at the very least. These limitations do not apply to consumers.

## **10. Warranty commitments**

Read our warranty commitments and conditions here: [https://woom.com/en\\_INT/warranty](https://woom.com/en_INT/warranty)

## **11. Final provisions**

- 11.1. It has been agreed that the local competent court for 1190 Vienna has exclusive jurisdiction with respect to all disputes arising in connection with this contract, including any prior impacts and consequences arising from the contract. This only applies if the Customer is a business customer or if a consumer is not domiciled or habitually resident in Austria nor employed in Austria when legal proceedings begin. In the case of consumers, if another court of jurisdiction applies by law, this will be upheld.
- 11.2. Substantive Austrian law shall apply and will exclude the United Nations Convention on Contracts for the International Sale of Goods and regulations governing conflicts of laws. In the case of consumers, this choice of law will only apply if mandatory provisions in the law of the country in which they are habitually resident will not be overridden.
- 11.3. If natural persons are only referred to in this contract using the masculine form, this shall be deemed to refer equally to women, men and people of unspecified gender. If reference is made to specific natural persons, the correct masculine or feminine form must be used.

Vienna, [22/04/2024]