

General Terms and Conditions

General Terms and Conditions (GTC) for the Webshop of artofhimalaya gmbh

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office@vajrashop.com

Commercial register number 507398 z

(hereinafter referred to as AOH)

1 Scope of the GTC

1.1 All present and future deliveries and other services provided by AOH to the contractual partner for orders via the webshop (www.vajrashop.com), for orders by phone or post and for orders placed by email or fax (hereinafter referred to as the services), are governed exclusively by the following Terms and Conditions. By placing the order, the contractual partner accepts these GTC and is bound by them.

1.2 The contractual partner's terms and conditions shall not apply.

1.3 The GTC apply only insofar as the more extensive consumer protection rights applicable at your place of residence are not limited as a result.

2 Conclusion of contract and prices

2.1 The goods and services offered by AOH on the webshop at www.vajrashop.com are a non-binding invitation by AOH to the contractual partner to make a binding offer for the goods and services that are offered. By placing an order on the webshop (by clicking the "Pay now" button), the contractual partner makes such a binding offer. A contract between the contractual partner and AOH is only concluded once AOH has accepted this offer with a separate confirmation or by dispatching the goods. If the delivery of the goods you have ordered is not possible, e.g. because the corresponding goods are not in stock, AOH shall not accept the offer. In this case, no contract is concluded. AOH shall inform you immediately and shall immediately refund any payments already received.

2.2 All deliveries shall be made at the expense and risk of the contractual partner. Unless otherwise stated, prices are ex AOH's warehouse, but do not include shipping costs. If an EU member state is selected as the country on the webshop at www.vajrashop.com, the prices stated include the VAT of the selected country (unless otherwise stated). If a Non-EU member state is selected as the country, the prices stated do not include VAT (unless

otherwise stated). Before entering into the contract, the total costs including any applicable VAT are shown.

2.3 Invoices are payable without deduction within the period stated on the invoice. Payment shall not be deemed to have been made until irrevocably credited to AOH's account. In the event of late payment for which the contractual partner is responsible, the interest on arrears shall be 12% per annum. AOH shall be entitled to claim for loss/damage for which the contractual partner is responsible and which AOH has suffered, in particular the necessary costs of appropriate out-of-court enforcement or collection, insofar as such costs are in reasonable proportion to the claim being enforced.

2.4 Delivery shall be made exclusively to delivery addresses within those countries that are listed on the webshop under "Shipping information".

3 Retention of title

3.1 AOH shall retain title in the products delivered by AOH until all claims arising from the commercial relationship with the contractual partner have been paid. Title shall also continue to be retained in the event of resale of the delivered products by the contractual partner to a third party. The contractual partner hereby assigns to AOH those claims to which the contractual partner is entitled from such resale to a third party. Any fees arising therefrom shall be borne by the contractual partner.

4 Compensation and warranty

4.1 Compensation: for loss/damage resulting from culpable breach of contract due to the fault of AOH or one of its agents, AOH shall only be liable for intent or gross negligence. This does not apply to injury to persons. Gross negligence must be proven by the party which has incurred loss/damage, unless the transaction is a consumer transaction. Compensation for consequential loss/damage (due to defects) and purely financial loss is excluded for companies.

4.2 Warranty: the statutory warranty under the statutory provisions is for a period of 24 months from receipt of the goods. If replacement or improvement is not considered (impossible, too much effort, unreasonable or because of delay), the contractual partner shall be entitled to a price reduction or, if the defect is more than minor, shall be entitled to cancel the contract (cancellation). Compensation for consequential loss/damage (as a result of defect) and other damage to property, financial losses and damage/loss of third parties is excluded, unless the transaction is a consumer transaction.

5 Right of withdrawal

5.1 Information about the right of withdrawal is available here:

<https://vajrashop.com/en/right-of-withdrawal>.

5.2 AOH is covered by the following alternative dispute resolution bodies: "Online Dispute Resolution" (<https://webgate.ec.europa.eu/odr>) and the "Internet Ombudsman" (www.ombudsmann.at). If the contractual partner is a consumer, the contractual partner has the option on the above platforms of making use of out-of-court dispute resolution by an impartial arbitration board. AOH's email address for the webshop is office@vajrashop.com

6 Final provisions

6.1 The place of fulfillment for all services under this contract is Vienna, Austria.

6.2 Legal disputes arising from this contract shall be governed exclusively by Austrian law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG), the reference norms of the Austrian Private International Law Act (IPRG) and Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) is excluded. The application of mandatory foreign consumer protection regulations remains unaffected.

6.3 If the transaction is not a consumer transaction, the competent court in Vienna shall have jurisdiction over all disputes arising from this contract.

6.4 Amendments and supplements to these GTC must be made in writing to be effective. This also applies to any waiver of the written form requirement.

6.5 We shall not be liable for any failure or delay in performance of any obligation under these GTC if the failure or delay is caused by circumstances beyond our control, including, but not limited to, acts of god, war, hostilities, invasion, foreign enemy, terrorism or civil commotion, storm, earthquake or other natural disaster of overwhelming magnitude ("force majeure").