

Terms of Service (ToS) from

Briefmarken Stilus e.U.
Inhaber: Klaus Würschinger
Neustiftgasse 23/9
A - 1070 Wien

1. Scope:

The following general terms and conditions of sale and delivery are exclusively decisive for sales and delivery transactions.

Any provisions to the contrary, in particular the buyer's general terms and conditions of business and purchase, are not valid.

The General Terms and Conditions of Sale and Delivery also apply to future transactions of the same type, unless the contractual partners have expressly agreed otherwise in writing.

2. Offer:

All fixed price offers are non-binding. All incoming offers are binding for the customer.

For auctions organized by Briefmarken Stilus e.U. via various platforms, such as Ebay, Philasearch, Catawiki, Delcampe, etc., the auction conditions and rules specified there apply.

The highest bidder wins the bid unless otherwise clearly stated. Surcharge, lottery fees or other costs may be listed separately there. This also applies to bidding levels and auction processes in general.

Briefmarken Stilus e.U. assumes no liability for the technical process of various internet platforms.

3. Conclusion of contract:

The scope of services confirmed in writing and these general terms and conditions of sale and delivery are decisive.

Verbal, telegraphic or telephone promises of any kind require written confirmation to be effective. A conclusive departure from this form retention is ineffective.

The invalidity of a provision of these terms and conditions does not result in the invalidity of the other provisions.

The contract is considered concluded when the written order confirmation has been sent after receipt of the order.

Changes and additions to the contract require the written confirmation of the company Briefmarken Stilus e.U. to be valid. to be checked immediately upon receipt. If the delivery item deviates from the order, the delivery item is what is designated as such in the order confirmation.

4. Prize:

All prices are subject to change and are understood to be ex warehouse or ex works of Briefmarken Stilus e.U.

The asking prices are based on current wages, salaries, material costs, demand and delivery costs.

The company Stilus e.U. reserves the right to change prices if one or more of the conditions listed have changed by the day of delivery.

Granted discounts and other benefits apply to the agreed period and their agreements.

The buyer bears a vulnerable currency risk.

5. Delivery:

Unless otherwise agreed in writing, delivery periods and delivery dates are only to be regarded as approximate and non-binding. Partial deliveries are permitted.

If the delivery date is exceeded by more than 6 weeks, the buyer is entitled to set us a reasonable grace period.

If we do not deliver by the end of the grace period, the buyer can withdraw from the contract by means of a written declaration.

However, the declaration of withdrawal cannot be submitted in advance.

No claims for damages can be made from a withdrawal by the buyer.

The delivery period begins at the latest on the date of purchase or the order confirmation.

The delivery time of the company Briefmarken Stilus e.U. is extended appropriately in the event of unforeseen obstacles or obstacles that are not our fault, regardless of whether they occur at Briefmarken Stilus e.U. or a supplier.

In the event of force majeure and other events outside of the company Briefmarken Stilus e.U. circumstances, the seller is entitled to suspend the fulfillment of the contract or to withdraw from the contract.

This does not give rise to any claims for additional or replacement deliveries or other claims for compensation for the buyer.

In the absence of others, separately from Briefmarken Stilus e.U. technical conditions to be confirmed in writing, the Ö-NORMEN, etc. apply.

6. Passing of risk:

Returns are made at the expense and risk of the buyer.

The delivery is considered completed when the delivery item has been handed over to the buyer.

If the buyer refrains from a more detailed inspection of the goods to be taken over, he conclusively acknowledges that the goods are free of defects.

7. Packing:

Unless otherwise agreed, packaging is included in the shipping costs. The packaging is non-returnable.

8. Payment:

Unless otherwise agreed in detail, the due date applies from the date of invoicing.

Payment must be made in cash or by bank transfer without any deductions.

The buyer is not entitled to withhold payments due to warranty claims or other counterclaims not recognized by us.

The seller waives the defense of counterclaims.

In the event of a delay in payment, default interest of 5% will be charged, subject to the assertion of further claims.

In the event of default, the buyer is obliged to pay the pre-trial costs for legal reminders and legal interventions in addition to the interest on arrears.

If the buyer is in arrears with the payment of an invoice, all of his liabilities become due immediately. If the buyer understandably declares a withdrawal, if he refuses to take over or collect the delivery item, then in the event that the company Briefmarken Stilus e.U. fulfillment requested, the due date immediately, even without separate accounting.

The seller is free to demand a cancellation fee of 20% of the order amount from the compensation part.

This cancellation fee is not subject to judicial moderation. In this case, the agreed terms of payment are no longer valid.

If a buyer is in default of payment, the seller is entitled, after a prior written warning and setting a 14-day grace period, to withdraw from the purchase contract and to demand the return of all goods stored by the buyer and delivered by the seller at the value of the outstanding invoice balance.

If agreed advance payments are not made or only partially made, the company Briefmarken Stilus e.U. entitled to withdraw from the contract and to request a 20% cancellation fee equal to the order amount.

The costs of the return transport to the seller's company headquarters shall be borne by the defaulting buyer.

9. Retention of title:

The delivered goods remain the property of Briefmarken Stilus e.U. until the basic payment of all claims from the existing business relationship that are still open or will become due in the future.

10. Warranty:

The buyer has to report immediately discovered defects immediately after receipt or takeover, other defects within 5 working days after discovery at the latest by registered letter or e-mail.

Any liability is canceled and excluded if a written notice of defects is not given in good time or if the goods are tampered with by unauthorized persons.

Any compensation for damages for whatever legal reason is excluded.

In the case of minor, removable or non-repairable defects, the seller may grant a price reduction instead of remedial action.

Goods or part returns may only be returned for repair or exchange after the seller's consent.

The rectification of defects through the sale has no influence on the warranty period, i.e. this is not extended again after an attempt at improvement by the originally statutory or agreed warranty period.

The buyer is not entitled to demand reimbursement of costs from the seller for a self-remedy of defects. The seller is not liable to the customer for consequential damages, except in the case of intent, whereby the burden of proof lies with the buyer.

11. Jurisdiction and place of performance:

The place of performance and exclusive place of jurisdiction for the contractual parts for all current and/or future claims and disputes arising from this business relationship or in connection therewith is the competent court of the company Briefmarken Stilus e.U. in Vienna. The seller is free to appeal to the court responsible for the buyer, if necessary.

12. Choice of law:

Austrian law applies to this contractual relationship.

Should, contrary to the agreed place of jurisdiction, a legal dispute become pending between the contracting parties in the buyer's country, individual provisions of this contract cannot be applied due to the "Public Order", the validity of the remaining provisions of this contract shall remain unchanged.

13. Joint and several liability:

Several buyers are jointly and severally liable for all liabilities arising from a purchase contract.

14. Consumer protection:

Should a legal transaction be concluded with a consumer within the meaning of the various consumer protection laws (ABGB, KSchG) in the individual case of these sales and delivery conditions, the above sales and delivery conditions only apply in accordance with their admissibility under these laws.

The present contractual conditions apply without restriction to entrepreneurs.

The EU platform for online dispute resolution (OS platform) can be reached via the following link:

<https://ec.europa.eu/consumers/od>.