

# TERMS AND CONDITIONS for B to C Webshop

## 1. Information about the owner

MAISON NYCA is a sole trader under Austrian law with her business address at A-1180 Vienna, Gentzgasse 144/8, Austria.

T +43 664 4337 007

hello@maisonnyca.com

Commercial Register No.: FN 453197t

VAT Identification number: ATU71098803.

## 2. Scope of application

The following terms and conditions are applicable to all sales contracts concerning goods (including, without limitation, handbags, wallets and other fashion products) concluded between MAISON NYCA (as seller) and you via her webshop at [www.maisonnyca.com](http://www.maisonnyca.com), as amended at the time an order is placed. If you place an order, you accept the following terms and conditions.

## 3. Language of the contract

The contract is concluded in English. All other information and customer services are also provided in German; complaints can be handled in English and German.

## 4. Conclusion of a contract

Your order constitutes a binding offer for the conclusion of a sales contract concerning the product ordered. You may place an order only if you provide complete personal information. You will receive an electronic order confirmation for every online order placed via the webshop. A sales contract is deemed concluded upon MAISON NYCA expressly accepting an order or the product ordered being shipped to you. In the event that MAISON NYCA is unable to confirm a customer's offer, we will endeavour to inform you of this at the earliest possible opportunity. Specially, it may happen that our stocks of the goods a customer has ordered have run out in the interim or that we are unable to deliver them for other reasons. Deviations in colour from the goods depicted on the website are due to technical reasons, and shall not give rise to any basis for complaints.

## 5. Availability of goods

MAISON NYCA produces a very limited number of exemplars of most models per colour and material combination. The possibility thus exists that a unique or last exemplar of this kind may be sold in the webshop at the same time as you are shopping online. Hence, in the event that MAISON NYCA is unable to deliver the goods, MAISON NYCA shall be entitled to cancel the contract and refund all payments made to date without delay to the customer.

## 6. Consumer's right to cancel distance contracts

If you are a consumer as defined in the Austrian Consumer Protection Act and a contract has been concluded using exclusively one or more means of distance communication, such as telephone, letter, E-Mail, order form or webshop form, you may cancel your contract or contractual acceptance without giving any reason within fourteen days, beginning on the day you receive your product. You are deemed to have cancelled your contract in due time if you electronically or otherwise send your cancellation notice on the last day of the above fourteen-day period. If you cancel your contract, you must return the product received in its original packaging and without any signs of use. If you have used the product, you must pay MAISON NYCA reasonable compensation, including compensation for a loss of the product's fair market value resulting from such use; mere acceptance of the product shall not constitute a loss of value. You are expressly required to bear all costs and shipping charges incurred in returning the product. MAISON NYCA concurrently undertakes to refund your payment to you.

## **7. Prices**

Unless expressly provided otherwise, all prices quoted in the webshop are inclusive of all taxes, including VAT and include outgoing shipping costs. On shipments to non-EEA countries, the customer shall be liable for all import and export duties as well as all customs tariffs, fees and taxes associated with the delivery. MAISON NYCA reserves the right to change prices prior to an order. Type or electronic transmission errors excepted.

## **8. Terms and conditions of delivery**

Delivery of the goods will only be made after full payment is received. Following receipt of payment, MAISON NYCA will fulfill an order without undue delay and in any case within thirty days. This delivery period may be exceeded in particular cases if timely fulfillment of an order is prevented by special reasons (e.g. overseas shipments or if a bag component/accessories must be purchased abroad). Exception applies to orders made through „CUSTOMIZED“ and/or custom-made products: the date of dispatch after a placed order depends on the type of bag requested and the effort for the production until finalization. Goods are delivered ex warehouse to your delivery address using customary modes of shipment (post, delivery services, etc.). Any risk and coincidence will pass to you once the product ordered is handed over to the delivery company. Express deliveries must be expressly agreed and you will have to pay for any extra cost.

## **9. Payment, maturity and default**

Payment of the purchase price is due immediately at the time the contract is concluded. Exception applies in the event that a product has been purchased through „CUSTOMIZED“ and/or custom-made orders. In this particular case, 50% of the total purchase price must be paid as soon as MAISON NYCA starts with the realization and creation of the final product. Once the completed final product has been shipped or handed over, you have to pay the remaining 50% of the price.

In the case of invoices, these are payable immediately upon receipt without any deduction of cash discounts. You will have to bear all reminder charges, collection charges and any other costs incurred for legal services if you are culpably in default of payment. Please note that you will have to pay reminder charges of EUR 18.00 per reminder. MAISON NYCA charges EUR 100.00 plus VAT for any reminders sent by her lawyer.

## **10. Retention of title**

MAISON NYCA will retain title to the goods pending full payment.

## **11. Statutory Warranty, guarantees and liability**

We wish to remind you that statutory warranty claims may arise in connection with the purchase of goods, the scope of which is governed by statute and may not be limited by these GTCs (see e.g. secs. 922 ff. Austrian Civil Code in conjunction with sec. 9 (1) Austrian Consumer Protection Act). In order to assert statutory warranty claims, the customer may address such claims to MAISON NYCA care of the above-referenced address. MAISON NYCA shall immediately examine any customer complaints; the customer is obliged to forward the allegedly defective goods to the Seller.

If the product cannot be repaired or replaced, if such repair or replacement would involve disproportionate efforts for MAISON NYCA or if MAISON NYCA cannot comply with such a request at all or within a reasonable period, you may claim a price reduction or cancel the contract in whole. If a product has minor defects, you may not cancel the contract in whole.

The costs associated with return of the goods shall be borne by the Seller provided that the customer's complaint was well-founded. The Seller hereby disclaims any and all liability in compensatory damages for property damage occasioned as a result of slight negligence.

## **12. Right of rescission**

You may cancel the contract within 14 days' time from the date you receive the goods you have ordered without the need to indicate any grounds of rescission either in written or electronic form (e.g. letter, E-Mail) or by returning the goods to MAISON NYCA. It suffices if you send your notification that you are exercising your right of cancellation within such period. In the case of cancellation, a whole or partial refund of the purchase price will only be made simultaneously in exchange for the return of the goods received by the customer. Any returns of goods should be made to the following address: MAISON NYCA, Gentzgasse 144/8, 1180 Vienna, Austria.

The customer must return the goods to MAISON NYCA in an unused condition, capable of being resold as new, and in their original packaging. In the case of items that have been impaired by traces of usage, MAISON NYCA will charge a reasonable fee for the decrease in value.

The same applies where any accessories or parts are missing at such time as the goods are returned. The customer should use the enclosed return slip and return sticker for returning the goods. Payment obligations must be satisfied within 30 days' time. This period shall commence as to the customer at such time as the goods are shipped or the customer requests a return of them, and as to MAISON NYCA at such time as it receives a return of goods.

The customer shall be responsible for the cost of returning the goods. In the event that the goods are returned freight collect /postage due, MAISON NYCA shall be entitled to retain a corresponding amount or to invoice the customer for such amount.

Exception applies in the event that a product has been purchased through „CUSTOMIZED“ and/or custom-made orders. In this particular case, once you have confirmed the prototype and agreed with the final production, you may not cancel the contract.

### **13. Privacy policy**

According to privacy policy regulations, MAISON NYCA, in performing your contract, will store your name, occupation (industry), address, phone and fax numbers, E-Mail address as well as your terms of payment on data carriers for purposes of automated processing (accounting, mailing list). Your personal information will not be disclosed or forwarded to third parties, unless this is required to fulfill a customer's order (e.g. payment data to bank, address data to supplier).

The customer hereby consents to receive information and messages from MAISON NYCA about MAISON NYCA's products, current offers and other company-related information by phone or E-Mail (e.g. Newsletter). The customer may revoke such consent at any time by explicit declaration or for newsletters by using the „unsubscribe“ button at the end of the newsletter.

In addition, our website uses cookies. If you do not wish to accept cookies, please adjust your browser settings accordingly. Please note that this may result in limitations on the functionality of our website. By means of cookies, certain data (specifically: IP address, user account data, etc.) are stored to simplify your future ordering process and to individually tailor the products we offer you.

Data processing is done in line with the relevant provisions of law, in particular sec. 96 of the Telecommunications Act and sec. 8 of the Data Protection Act.

### **14. Place of performance, place of jurisdiction**

The place of performance is Vienna; all contracts and these terms and conditions are exclusively governed by and construed according to Austrian law. Where a transaction is not subject to the Austrian Consumer Protection Act, the court in Vienna having subject-matter jurisdiction will have jurisdiction. If you are a consumer as defined in the Austrian Consumer Protection Act and reside or have your habitual place of abode in Austria or are employed in Austria, the court in the district of which you have your residence, habitual place of abode or place of employment shall have jurisdiction.

### **15. Copyrights**

No part of the products offered may be copied or distributed in any manner whatsoever without MAISON NYCA's written consent. You acknowledge that the design of MAISON NYCA's website, the depiction of the products in the online shop and the products themselves are copyrighted. All rights are reserved to MAISON NYCA.

### **16. Final provisions**

The contract and these terms and conditions include all agreements made. There are no oral side agreements. Any side agreements, subsequent amendments or modifications to the contract shall be confirmed by MAISON NYCA in writing to be effective.

If any terms of the contract, including these terms and conditions, are or become invalid, this shall not affect the remaining terms of the contract concluded or of these terms and conditions. The entirely or partly invalid term will be replaced by a valid term which closest reflects the economic success of the invalid term.