



GENERAL TERMS AND CONDITIONS



my-pergola24.com

WE DO IT YOUR WAY

WHO WE ARE

The address of our website is:

www.my-pergola24.com – we are a webshop of 2Mountain-Development GmbH with headquarters in Hallein, Austria, EU.

§ 1 VALIDITY, DEFINITIONS OF TERMS

¶ my-pergola24.com - 2 Mountain-Development GmbH, Neualmerstraße 37, 5400 Hallein, Austria - EU (in the following: 'we') operates under the website www.my-pergola24.com, an online store for custom-made motorised aluminum slat roofs, pergolas (goods made of metal and plastic parts) and sells additional products. The following general terms and conditions apply to all services between our customers and us (in the following:

'customer' or 'you') in the version valid at the time of the order, unless otherwise expressly agreed.

¶ 'Consumer', in the sense of these terms and conditions, is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity. 'Entrepreneur' is a natural or legal person or a partnership with legal capacity which, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity, whereby a partnership with legal capacity is a partnership equipped with the ability to acquire rights and enter into obligations.

§ 2 CONCLUSION OF THE CONTRACTS, STORAGE OF THE CONTRACT TEXT

(1) The following regulations on the conclusion of contracts apply to orders placed via our online store at www.my-pergola24.com and for individual inquiries that we offer you outside of the ordering process in the webstore via 2Mountain- Development GmbH.

(2) Our product presentations on the Internet are as photorealistic as possible but may differ in reality.

(3) On receipt of an order in our online store, the following regulations apply: the customer makes a binding contract offer by completing the ordering procedure provided in our online store. The order is made in the next steps:

1. Configuration and selection of the desired goods according to your wishes.
2. Adding the products by clicking the appropriate button (e.g. 'Add to cart'), Check the information in the shopping cart.
3. Call up the order overview by clicking the corresponding button (e.g. 'Continue to checkout', 'Go to payment', 'Go to order overview', or similar).
4. Input/check of address and contact data, selection of payment method, confirmation of the general terms and conditions and cancellation policy, as well as the unique requirements for installment purchases.
5. Completion of the order by pressing the button 'Buy now'. This represents your binding order.
6. The contract is concluded when you receive an order confirmation from us within three working days at the e-mail address provided.

(4) In the case of the contract's conclusion, the agreement with my-pergola24.com - 2Mountain-Development GmbH, Austria, is concluded.

(5) Before ordering, the contract data can be printed out using the browser's print function or saved electronically in the customer account area. The processing of the order and transmission of all information required in connection with the conclusion of the contract, in particular the order data, the general terms and conditions, special installment purchase conditions, and the cancellation policy, is carried out by e-mail after you have placed the order, partly automatically. We do not store the text of the contract after the conclusion of the contract.

(6) Input errors can be corrected using the usual keyboard, mouse and browser functions (e.g. the 'Back' button of the browser). They can also be updated by canceling the order process prematurely, closing the browser window and repeating the process.

(7) The processing of the order and transmission of all information required in connection with the contract's conclusion is partly automated by e-mail. Therefore, you must ensure that the e-mail address you have registered with us is correct. The receipt of e-mails is technically provided, and in particular, SPAM filters do not prevent it.

§ 3 SUBJECT OF THE CONTRACT AND ESSENTIAL CHARACTERISTICS OF THE PRODUCTS

¶ Our online store is subject to the contract: a. The sale of individualised goods. You can use the configurator function on the website to put together the specific interests on offer according to your wishes, choice of colour, dimensions and extras selection.

¶ The product's essential features can be found in the article description and the configurator or the following order summary in the shopping cart.

¶ The conditions mentioned above apply to the sale of additional standardised products.

§ 4 PRICES, SHIPPING COSTS AND DELIVERY

(1) The prices listed in the respective offers and the shipping costs are total. They include all price components, including all applicable taxes.

(2) The respective purchase price is to be paid before delivery of the product according to the invoice purchase confirmation (advance payment) unless we expressly agree to the purchase with a 50% residual payment with max. 36 monthly installments. The payment methods available to you are shown under an appropriately designated button in the online shop or the respective offer. Unless otherwise specified for the particular payment methods, the payment claims are due for payment immediately. In any case, we require a 50% deposit, which must be received in our bank account immediately after the 14-day cancellation period.

(3) In addition to the indicated prices, shipping costs may be incurred for the delivery of products unless the individual item is shown to be free of shipping costs. The shipping costs will be indicated again on the offers, in the shopping cart system and on the order overview.

(4) All offered products are, unless clearly stated otherwise in the product description, individual custom-made products, which is why a delivery time of up to 20 weeks after receipt of payment is possible. A withdrawal after the 14 days is not possible; these are individualised custom-made products.

(5) The following delivery area restrictions apply: Delivery will be made to the following countries: states of the European Union.

§ 5 RIGHT OF RETENTION, RETENTION OF TITLE

(1) You can only exercise a right of retention if it concerns claims from the same contractual relationship.

(2) The goods remain our property until full payment of the purchase price. You have agreed to the right that we may repossess the goods on your property with multiple ownership of access.

§ 6 RIGHT OF REVOCATION

As a consumer, you have a right of withdrawal. This depends on our cancellation policy.

§ 7 LIABILITY

(1) Subject to the following exceptions, our liability for contractual breaches of duty and tort is limited to intent or gross negligence.

(2) We shall have unlimited liability for slight negligence in the event of injury to life, body or health or in the event of a breach of a material contractual obligation. If we are in default of performance due to slight negligence, if performance has become impossible, or if we have breached a content contractual responsibility, liability for property damage and financial losses attributable to this shall be limited to the foreseeable damage typical of the contract. An essential contractual obligation is one whose fulfillment makes the proper execution of the contract possible in the first place, whose violation endangers the achievement of the purpose of the agreement and on whose compliance you may regularly rely. This includes our obligation to take action and fulfill the contractually owed performance, which is described in § 3.

§ 9 WARRANTY/ CUSTOMER SERVICE

¶ The warranty is based on legal regulations.

¶ For entrepreneurs, the warranty period for delivered goods is 12 months.

¶ As a consumer, you are requested to check the goods or the service provided immediately upon fulfillment of the contract for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you do not comply with this, this naturally does not affect your statutory warranty claims.

¶ Our customer service for questions, complaints and objections is available Mon - Fri: 9 am to 6 pm, by phone and by mail at support@my-pergola24.com.

¶ We expressly point out that the webshop mypergola24.com of 2Mountain-Development GmbH is a pure trade portal. We assume no liability for the construction or further use of the goods. This is the sole responsibility of the buyer. Damage resulting from assembly or improper use is excluded from the warranty and guarantee. It is up to the seller to decide whether they will deliver additional parts at a charge; there is no obligation to do so.

¶ The customer undertakes to read the FAQs and follow the assembly instructions provided on the website carefully.

¶ An assembly or assembly assistance service is not provided. It must be provided by the customer in their contribution or be ordered separately.

§ 10 FINAL PROVISIONS

¶ Austrian law applies. In the consumer's case, this choice of law only applies insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not thereby withdrawn (principle of favourability).

¶ The provisions of the UN Sales Convention are expressly not applicable.

¶ If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the provider's registered office.

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