

## GENERAL TERMS AND CONDITIONS OF BUSINESS

**General terms and conditions of business (GCB) of WITASEK PflanzenSchutz GmbH (Inc.), also valid for the online shops [www.witasek.com](http://www.witasek.com), [www.haus-garten-biowit.at](http://www.haus-garten-biowit.at) (valid as from 11.11.2025)**

WITASEK PflanzenSchutz GmbH  
Witasek-Allee 2  
9560 Feldkirchen, Carinthia  
AUSTRIA

### 1. Areas of application

1.1. These present GCB - General Conditions of Business of WITASEK PflanzenSchutz GmbH (Inc.) (hereinafter referred to as the 'Seller') apply to all contracts of purchase and sales, into which the Customer enters with the Seller regarding products offered in the print media (catalogue, brochures, etc.) and in the online shop of the Seller, by the remote sales' method. Rejection is hereby made to the inclusion of contradictory or additional conditions of the Customer without any exception, unless they have been specifically accepted by the Seller in writing in each individual case. Contractual execution by the Seller however does not imply any consent to other contract conditions, which may deviate from these present GCBs.

1.2. Amendments or additional agreements require written confirmation by authorised representatives of the Seller to be valid and only apply to the one individual business case. This applies also for any waiver of this clause. Employees of the Seller, as well as subsidiaries disclosed by name before the start of the work are not authorised to arrange changes of or additional agreements to these GCBs.

1.3. Customers in the sense of Point 1.1. are both users and retail traders, whereby a user is every natural person, who completes a legal transaction for a purpose that can neither be attributed to their commercial nor their self-employed professional work, and/or such serves the creation of the prerequisites therefor, before the commencement of their professional work in an enterprise (incorporation transactions). All legal persons subject to the private law, who exercise no commercial trading activities, are also to be considered as Consumers. However, a retail trader is every natural or legal person or a legal partnership that for the completion of a legal transaction acts in pursuit of their individual professional or commercial activities.

### 2. The Contractual Party

The contract of purchase and sale is concluded with WITASEK PflanzenSchutz GmbH (Inc.), Witasek-Allee 2, A-9560 Feldkirchen, Carinthia, AUSTRIA.

### 3. Products, Offers and Conclusion of a Contract of purchase and sale

#### 3.1. Products

3.1.1. The Seller trades in biological, mechanical and chemical pesticides of all types, together with the associated accessories (also in its online shop).

3.1.2. The Seller points out that the product images shown in the print media (catalogues, brochures, etc.) or in the online shop may

differ from the actual format of the product (symbol images). Slight optical differences do not represent any deficiencies.

#### 3.1.3. Note according to battery law

Please note, that batteries and rechargeable accumulators may be included in our consignments, and pursuant to the Austrian Federal 'BattG' - legislation governing batteries and accumulators - we are therefore statutorily required to indicate the following to Customers: batteries and accumulators may not be disposed of in the household waste (refuse), but that exhausted batteries and accumulators should be returned to the supplier, or deposited with special waste contractors or in municipal waste depots. Exhausted batteries and accumulators contain contaminants, which can negatively affect the ecological environment or human health, when not properly deposited or disposed of. Batteries and accumulators however also contain important raw materials, such as iron, zinc, manganese or nickel and these can be normally recycled. Customers can therefore return the batteries and accumulators to us, or deposit these in neighbouring facilities (i.e. with retail traders, in municipal waste disposal depots or in our consignment warehouses), free of charge. Returns of exhausted batteries and accumulators to retail traders are sometimes restricted only to the new types, which the retailer usually sells. The symbol of a crossed-through household-waste (refuse) container means, that batteries and accumulators may not be disposed of with the household waste or refuse. Below this symbol are also displayed other symbols meaning: Pb: battery contains lead; Cd: battery contains cadmium; Hg: battery contains mercury.

#### 3.2. Conclusion of the Contract of purchase and sale

The product images shown in the print media (catalogues, brochures, etc.) or in the online shops of the Seller, do not represent any legally binding contractual offer from the Seller, but are merely a non-binding invitation to the Customer to make a legally binding offer of purchase. The Seller will immediately confirm receipt of the offer by the Customer electronically. This does not yet represent acceptance of the purchase offer made by the Customer. The Seller is entitled to reject the acceptance of the order - also with regard to individual products that do not belong together.

If the seller is unable to fulfill the order because the ordered goods are not available, or if the seller does not accept the customer's offer, the seller shall notify the customer of this by email or telephone within a reasonable period of time after receiving the order. Upon the expiration of this period, or upon shipment of the ordered goods within this period, the customer's offer to enter into a contract shall be deemed accepted and the purchase contract shall be deemed to have been conclusively concluded. A separate confirmation of the order will not be provided before the goods are delivered.

#### 3.3. Order Procedure

3.3.1. The Customer may submit the order or an offer request in writing on the online order form integrated in the online shop (order of offer request also possible by e-mail or telephone). The Customer thus has the option of opening an user account in the online shop by entering his personal data (name, address, e-mail address), as well as a password chosen by himself. In this case, the personal Customer data entered are only saved for the purpose of simpler and faster processing of future order procedures and may be called up by the Customer at any time by entering the e-mail address and the password selected by him. Furthermore, the Customer has

the option of purchasing as a guest and entering his data for each order separately. In this case, the Customer data is not stored in the systems of the website online shops for future orders, so that a new data entry is required for each new order. Only the entered personal Customer data will be stored in our internal merchandising system for the purpose of processing the order transaction and can be retrieved by the Customer at any time by calling +43 (0) 4276 3230, or by e-mail query to: office@witasek.com. Further information on the processing of your personal data can be found under Point 10: 'Data protection and privacy'.

3.3.2. By clicking on the desired product category and sub-category in the online shops, the Customer gets to the presentation of the individual products, assigned to the respective category. By selecting the desired quantity or consignment unit in the field provided for this, as well as clicking on the button 'add to shopping cart', the desired quantity is placed in the shopping cart. By clicking on the button 'continue shopping' and the desired product category, the Customer again reaches the product offerings and may continue his product selection. By clicking on the button 'shopping cart' or 'edit shopping cart', the Customer reaches his product selection that may be changed at any time before submitting the order, by changing the quantity of the product or by cancelling the selection by clicking on the 'X symbol'. By clicking on the button 'check-out', the order procedure will be initiated. After registering or logging-in by a Customer, who has already registered or by entering the personally referred data, as well as the billing address and consignment address by a guest buyer, the Customer submits a legally binding offer to conclude a contract of purchase and sale for the goods contained in the shopping cart by clicking on the button 'order subject to payment' during the final step of the ordering process. Before the binding submission of the order, all entries are shown again in a confirmation window screen whereby the product selection may still be changed. Prior to the legally binding submission of the order, the Customer states explicitly that he agrees to these present GCBs. As soon as the order procedure has been completed, the Customer will be notified about this on an information window. This however does not yet mean, that the offer of purchase by the Customer has been accepted by the Seller.

3.4. The order data are saved by the Seller and can be retrieved by the Customer – as long as he has opened a Customer account in the online shop of the Seller before submitting his order – for a limited period of time (but at least for 6 months) via the password protected Customer account.

3.5. Order processing and making contact take place in the website online shops by e-mail and automatic order processing. The Customer must ensure that the e-mail address specified by him for order processing is accurate, so that the e-mails sent by the Seller to this address can be received. The Customer is to ensure, that all e-mail messages sent by the Seller can be received, in particular when using SPAM filters.

3.6. Conclusion of a contract of purchase and sale for remote sales of goods without involvement of the website online shops

3.6.1. The Customer may also submit a legally binding offer in writing by e-mail, letter or by telephone.

3.6.2. If the Seller is not able to execute the order, because the ordered goods are not available, or the Seller does not accept the Customer's offer, then the Customer will be notified immediately by e-mail, no later than 5 working days from receipt of the order, by e-mail or by telephone. After this term has expired or the ordered goods have been sent within this term, the contract offer by the Customer is deemed to have been accepted and the contract of purchase and sale is deemed to be binding. A separate confirmation of the order will not be provided before the goods are delivered.

The Seller also retains the right of declining orders of individual products that do not belong together.

3.6.3. The customer must ensure that any email address provided for order processing is accurate, so that emails sent by the seller can be received at that address. In particular, if the customer uses spam filters, they must ensure that all emails sent by the seller can be delivered.

The Customer must also ensure that any telephone number indicated by him/her is correct, so that the calls made by the Seller may be properly received.

3.6.4. The Customer has also to ensure that the delivery and billing address are correct, so that the goods and invoices sent by the Seller can be received at that particular postal address. Otherwise, the Seller reserves the right to charge additional costs to Customer, in the event of inadequate or incorrect indication of the delivery or billing address.

#### **4. Right of withdrawal and revocation**

The following instructions for revocations only apply to private users. Retail traders do not have a right of withdrawal or revocation.

##### **Revocation Instructions**

You have the right to revoke the contract of purchase and sale within fourteen days without indicating the reasons for the revocation.

The period of revocation is fourteen days from the day that you or a third party appointed by you, who is not the carrier, have/has received the goods.

In order to exercise your right of revocation, you must inform us

WITASEK PflanzenSchutz GmbH  
Witasek-Allee 2  
9560 Feldkirchen, Carinthia  
AUSTRIA  
Tel.: +43 (0) 4276 3230  
Email: office@witasek.com

by means of a clear statement (e.g. a letter sent by post or e-mail) regarding your decision to revoke the contract of purchase and sale. You may use the attached sample revocation form, which is, however, not required. You may also fill in and submit the sample revocation form or another clear statement on our website [www.witasek.com/widerruff/ruecktrittsrecht](http://www.witasek.com/widerruff/ruecktrittsrecht) electronically. We will send you immediately (e.g. by e-mail) a confirmation regarding the receipt of such a revocation, if you make use of this option.

In order to safeguard the revocation period, it is sufficient that you send the notice of revocation before the expiration of the revocation period.

##### **The consequences of revocations**

If you cancel this contract, we will refund all payments we have received from you, including delivery costs (with the exception of any additional costs resulting from your choice of a delivery method other than the cheapest standard delivery option we offer), without delay and no later than fourteen days from the day on which we receive notice of your cancellation of this contract. We will issue the refund using the same payment method you used for the original transaction, unless we have expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever comes first.

You must return or hand over the goods to us without delay and, in any event, no later than fourteen days from the day on which you notify us of your withdrawal from this contract. The deadline is met if you send the goods before the fourteen-day period expires. You are responsible for the direct costs of returning the goods.

If the goods are returned freight collect, we are entitled to withhold or charge a corresponding amount.

You are only liable for any loss in value of the goods if such loss is attributable to handling of the goods that goes beyond what is necessary to ascertain their nature, characteristics, and functioning.

### **Exclusion of right of withdrawal/revocation**

The user does not have any right of withdrawal/revocation for contracts concerning goods,

- that are manufactured according to Customer specifications or clearly have been customised to personal needs;
- that can spoil quickly or whose expiry date would soon be exceeded (e.g. pheromones, pesticides, etc.);
- that are delivered sealed and are not suitable to be returned for reasons of public health or for hygienic reasons, to the extent that the sealing was removed after delivery (e.g., pheromones, pesticides, etc.);
- that have been mixed inseparably with other goods after delivery due to their condition.

### **General Notes**

Please note that the following notes are not prerequisites for effectively exercising the rights of withdrawal/revocation:

Please avoid damage and contamination of the goods. Please return the goods in the original packaging with all accessories and packaging components, if possible. If you no longer have the original packaging, please ensure sufficient protection against consignment damage by using suitable packaging. Loss, wear and tear, damage or contamination of the packaging may dissolve any liability for compensation in as much as the loss of value of the goods is connected to this and that it can be ascribed to unnecessary handling for testing of the composition, characteristics and operation of the goods.

## **5. Prices and payment conditions**

5.1. The seller's product listings include both prices excluding VAT (net prices) and prices including Austrian statutory VAT (gross prices). We reserve the right to adjust prices based on the cost of raw materials. The current prices listed in our online stores apply without exception. The prices valid at the time of the order are decisive for invoicing.

5.2. The sales prices shown in the print media (catalogue, brochures, etc.) and in website online shops are to be understood plus consignment charges. These are listed in the website online shops under the menu item 'Delivery and Payment & Consignment Charges'.

5.3. The Seller will accept the following methods of payment:

- payment in advance by bank transfer (obligatory for Customers for their first order);
- purchase against invoice (for their second order, as an alternative to payment in advance, subject to a positive creditworthiness check by the Seller).
- Payment via the external payment service provider Nexi and the payment methods it offers (e.g., credit card, debit card, or other payment methods supported by Nexi)

The Seller reserves entitlement to change the methods of payment in individual cases. Closer details on various methods of payment are shown in the menu item 'Payment and Consignment Charges'.

5.4. The entire order value (the purchase price plus the consignment charges) is to be paid in advance immediately after sending the order to the account of the Seller. Should however the Seller reject the order, the already paid in purchase price will be

immediately reimbursed by return transfer. For purchases made by the invoice method of payment, the amount of the invoice should be transferred net, without deduction of any bank charges within 10 days of the date of receipt of the invoice, to the bank account of the Seller. Invoices will be sent by the Seller separately by postal mail or e-mail to the Customer, and these should be paid within 10 days of date of invoice without any deduction.

5.5. In the event of late payment—regardless of who is at fault for the delay—late payment interest will be charged at a rate of 4% per annum above the base rate for consumers and 9.2% per annum above the base rate for businesses, along with compound interest at the statutory rate. In addition, in the event of a default in payment for which the customer is at fault, the customer is obligated to compensate the seller for any additional actual damages incurred, in particular damages resulting from higher interest charges on any credit accounts held by the seller due to non-payment, as well as all costs incurred by the seller in connection with the appropriate collection of the claim, such as attorneys' fees and collection agency costs, to be refunded. Without prejudice to the assertion of further rights and claims, in the case of transactions between businesses pursuant to Section 458 of the Austrian Commercial Code (UGB), the customer is obligated to pay a lump-sum amount of €40.00 (net) as compensation for collection costs.5.6. Rebates off list prices and discounts will only be granted to other enterprises under Point 1.3., on condition of the complete and maturity-date payment of the purchase price. Should the purchase price (diminished by the amounts of rebate and discount) not be paid completely and by maturity date, such as for example in cases of insolvency proceedings or out-of-court settlements, the Seller is to be entitled to re-invoice the foregoing benefits and to charge the full list price. The foregoing stipulations do not apply to consumers as defined under the statute law.

5.7. The Customer is only then entitled to offset with his own claim against the Seller, when insolvency of the Seller is imminent or the claim by the Customer stands in a legal context with his liabilities or the claim by the Customer is unchallenged, legally established or acknowledged by the Seller.

5.8. The Customer can only exercise a withholding right, as long as it involves claims from the same contractual relationship. If the Customer is a retail trader, then a withholding right is explicitly excluded.

5.9. Settlement is in Euros.

5.10. Payment Processing via Nexi

5.10.1. The Seller offers certain payment methods provided by the external payment service provider Nexi (e.g., credit card, debit card, or other payment methods supported by Nexi) as additional payment options. If the Customer selects a payment method processed via Nexi, payment processing is handled exclusively by Nexi.

5.10.2. To process the payment, the payment data entered by the customer (e.g., cardholder details, card number, security code, transaction details) is transmitted to Nexi in accordance with Article 6(1)(b) of the GDPR, to the extent necessary for payment processing. Nexi processes this data under its own responsibility in accordance with the payment service provider's privacy policy.

5.10.3. The Seller has no control over how Nexi processes data or over the availability or rejection of specific payment methods. If a payment is rejected by the payment service provider Nexi, the Customer is required to notify the Seller immediately upon being notified of the rejection. In such cases, the Seller will offer the Customer an alternative payment option. In this case, the seller will offer the customer an alternative payment method. A refusal of payment by Nexi does not constitute a valid reason for the seller to withhold performance or fulfillment. The customer's obligation to pay remains in effect.

5.10.4. Further information regarding data processing by Nexi can

be found in the payment service provider's privacy policy (<https://www.nexi.at/de/legal-footer/datenschutzerklaerung>). Customers are requested to review this policy on their own.

## 6. Delivery and Consignment Conditions, Acceptance Default, Transfer of Risk

6.1. Delivery of goods occurs by the consignment method of the Seller's choice by Österreichische Post AG (LLC/Ltd.), DPD, DB Schenker or GLS or by haulage carrier (for bulky goods) to the delivery address indicated by the Customer, in as much as there is no other agreement. The postal address indicated by the Customer in the order is definitive for the processing of 'online' orders.

6.2. Delivery typically takes approximately 3–21 business days from the date the seller receives the order (or, for orders paid in advance, from the date payment is received). If an item is out of stock or not immediately available, and the delivery time is extended as a result, the customer will be notified separately.

6.3. The appointed transport company returns the goods to the Seller, if it is not possible to deliver these to the Customer, whereby the Customer must bear the costs of the unsuccessful delivery and return, as well as any storage costs. This does not apply, when the Customer is not responsible for the unsuccessful delivery attempt.

6.4. If the Customer is in default of acceptance, then the Seller is entitled to withdraw from the contract of purchase and sale, after setting a suitable extension and utilise the goods otherwise or insist on fulfilment of the contract of purchase and sale. The Customer must, in addition, reimburse the Seller for the damages caused by the delay, if he is at fault for the default of acceptance. A purchase price, that has already been transferred, will be refunded, less the consignment costs, as well as any amount of damages owing to the Seller.

6.5. If the customer is a consumer, the goods are shipped at the seller's risk. In this case, the risk of loss or damage to the goods passes to the customer only once the goods have been delivered to the customer or to a third party designated by the customer who is not the carrier. If the customer is a business, the goods are shipped at the customer's risk; that is, the customer bears the risk of transport.

6.6. The Customer may also collect the ordered goods himself at the head office of the Seller at: Mozartstraße 1, A-9560 Feldkirchen, Carinthia, Austria. If the goods are not ready for immediate collection, then the Customer will be informed by the Seller, when he may collect the goods. If the ordered goods are not collected within 10 working days from the notification of their availability, the consequences of default will occur and the Seller may either withdraw from the contract of purchase and sale after setting an appropriate extension or insist that the contract of purchase and sale be fulfilled. Any damage claims by the Seller by culpable default of acceptance remain unaffected. No consignment charges are applicable for collection by the Customer.

## 7. Retention of ownership

The delivered goods remain the property of the Seller until payment is completed. The Customer carries the total risk for the retained goods, especially for the danger of destruction, loss or deterioration. At the time of delivery by the Seller the Customer already cedes to the Seller his claims against third parties in lieu of payment, as far as these occur because of the disposal of the goods, until the final payment of his liabilities. The Seller accepts this assignment explicitly. The Customer must name his client at the request of the Seller and notify him on time about the cession. The cession must be made apparent to the purchaser on the company books, delivery notes, invoices, etc. If the Customer is in arrears with his payments to the Seller, then substantial sales revenues of his must be separated out and the Customer only holds/keeps these under the name of

the Seller. The Customer is not allowed to pledge or make collateral assignment of the reserved goods. The Customer is to inform the Seller with immediate effect of any pledging, mortgaging or other encroachment upon the rights of the Seller to receive the purchase price, asserted by third parties, and otherwise to provide all necessary information for asserting the ownership rights. In such cases, the goods are therefore to be sent by the Customer upon the first demand of the seller to a certain address to be advised for retention purposes, as a protection against any further pledging or mortgaging of the goods.

Any claims against an underwriter have already been transferred to the Seller under the limits of Art. 15 of the Austrian Federal 'Versicherungsvertragsgesetz' – Legislation governing contracts of insurance.

It is agreed that there is no withdrawal from the contract of purchase and sale in the enforcement of the retention of ownership, unless the Seller explicitly states withdrawal from the contract of purchase and sale.

If the Seller exercises his retention of ownership and takes the goods back, a credit note will be issued for the goods taken back under the retention of ownership taking into account an appropriate price reduction for the time of storage and wear and tear. Return consignment of the goods to the Seller is at the expense and risk of the Customer.

## 8. Liability for Deficiencies

8.1. If there is a deficiency in the purchased items at the time of deliver, the legal provisions apply, with the exception of the deviations for retail traders under Point 8.3.

8.2. The statute of limitations for warranty claims for users is two years from the delivery of the goods to the Customer. The Customer may demand compensation in accordance with Art. 933a of the Austrian Federal 'ABGB-Allgemeines Bürgerliches Gesetzbuch' – Civil Law Code, within three years from the notification of the damage and wrongdoer, instead of asserting the warranty claims, if the Seller is responsible for the deficiency.

8.3. The following legal regulations apply differently to retail traders:

- The burden of proof for presenting a deficiency is on the Customer.
- Pursuant to Section 933a of the Austrian Civil Code (ABGB), the statute of limitations is one year from the transfer of risk; claims for defects must be asserted in court within this period, failing which they will be barred.
- Minor defects, such as cosmetic variations and material variations in size and weight of +/- 10%, generally do not give rise to claims for defects.
- The seller may choose the remedy to be provided under the warranty.
- The seller is not obligated to reimburse the customer for the costs of rectifying a defect (by a third party).
- The statute of limitations does not restart if a replacement delivery is made under the warranty.

8.4. If the Customer is a retail trader in the sense of Art. 1 of the Austrian Federal 'UGB-Unternehmensgesetzbuch' – Legislation governing corporate entities, it bears the commercial obligation to investigate and give notice of deficiencies in accordance with Art. 377 of the foregoing 'UGB'. The Customer is in this case obliged to assert its warranty claims and to complain in writing about any deficiencies immediately after receiving the delivery, at the latest within 5 working days, hidden deficiencies within 3 working days from their detection. The complaint must be justified sufficiently and verified by evidence. If the Customer omits to make notification of the deficiencies in time, the goods shall be deemed as approved.

8.5. When the Customer is a consumer, it is asked to complain to the carrier concerning any obvious transportation loss or damage to goods delivered, and to inform the Seller and/or to inform the Seller in arrears of any hidden transportation damage immediately upon discovery, so that the Seller can claim from its insurance. Should the Customer fail to comply with this stipulation, this will not affect its statutory rights to assert defect claims.

8.6. The above regulations under Point 8.3. and Point 8.4. hereof apply equally, regardless whether claims are submitted because of the deficiency itself from the title of the warranty or restitution in accordance with Art. 933a of the Austrian Federal 'ABGB-Allgemeines Bürgerliches Gesetzbuch' – Civil Law Code. The regulations of Point 9 apply to consequential damages arising from the deficiency without exception.

8.7. The warranty does not apply to deficiencies caused by the Customer. This applies especially to incorrect use or storage.

8.8. If the rectification has been made by replacement, the Customer is obliged to return the original goods shipped to the Seller at his costs within 14 days. The return of the deficient goods must take place in accordance with the legal provisions.

8.9. Reclamations based on deficiencies may be submitted to the following address:

WITASEK PflanzenSchutz GmbH  
Witasek-Allee 2  
9560 Feldkirchen, Carinthia  
AUSTRIA  
Tel.: +43 (0) 4276 3230  
Email: office@witasek.com

## 9. Liability for loss or damage indemnification

9.1. The Seller is liable without restrictions on any legal basis for loss of life, physical or health injuries, whether on purpose or due to gross negligence, with malice and warranty promises and when the liability takes place in accordance with binding legal regulations, such as the product liability act.

9.2. The following applies for retail traders (deviating in part):

- The Seller does not accept without intent any liability for indirect damages, loss of profit, loss of interest, lack of savings, consequential damages and damages from claims by third parties.
- By gross negligence, the liability for property damage is limited to the value of the delivered goods.
- Proof that the Seller is at fault must be provided by the Customer; reversal of the burden of proof is explicitly excluded.
- Indemnity claims must be enforced legally in case of other preclusions, within a year of discovery of the damages or wrongdoer, no later than 10 years from the transfer of risk.
- Indemnity claims are excluded hereunder, in so far as permitted by the statute law.

## 10. Data protection and privacy

The use of personal data (also in the website online shops) is conducted in accordance with the Data Protection Declaration published separately by the Seller on the Home Page of its Website under the title 'Data Protection'.

## 11. Applicable Law, Jurisdiction, Contractual Language

11.1. For all disputes between the Seller and the Customer arising from the contractual relationship, including disputes regarding the realisation and/or validity of the contract of purchase and sale, Austrian law applies, except for the UN sales convention and the reference norms of international civil law, as agreed. This applicable law applies to users only to the extent that the protection granted

is not revoked by compelling regulations of the law of the state in which the user has his/ her usual place of residence.

11.2. If the Customer is a user, the legal jurisdiction applies. However, if the Customer is a retail trader, legal person of the public law or a special fund under public law, the exclusive jurisdiction for all disputes arising from this contract of purchase and sale is the court responsible for the headquarters of the Seller (9560 Feldkirchen in Carinthia).

11.3. The contractual language is exclusively German.

## 12. Out-of-court dispute arbitration

12.1. In the event of contractual disputes, the seller accepts the Internet Ombudsman and the Austrian E-Commerce Quality Seal Association as an out-of-court arbitration body; however, this is done voluntarily and without waiving the right to pursue legal action through the courts.

Internet Ombudsmann

Margaretenstraße 70/2/10  
A-1050 Wien  
www.ombudsmann.at

In cases of definite complaints, and under the following preconditions, the Internet Ombudsman can be contacted via an enterprise for the conduct of out-of-court arbitrations:

- when a complaint concerns a contract of purchase and sale for valuable consideration or reward concluded via the internet, or a complaint concerns other E-Commerce queries or the statute law governing internet trading and/or data protection, copyrights or trademark rights (a specific and definite reference to internet use must be apparent).
- The complainant is a consumer has its residence or domicile in Austria (for users from Germany the European User Centre Germany, [www.eu-verbraucher.de](http://www.eu-verbraucher.de) is responsible as affiliate).
- The complaint-opposing respondent (the Seller) has its domicile in a member state of the European Union.
- No cases of litigation are currently pending before the course in the matter.
- Attempts have already been undertaken to make contact with the perpetrator of the complaint without success to solve the problem.
- The Complainant asserts specific rights' claims on the complaint-opposing respondent or disputes the rights' claims of the complaint-opposing respondent in the matter.

Details are available on the website of the Internet Ombudsman at: [www.ombudsman.at/schlichtung.php](http://www.ombudsman.at/schlichtung.php) concerning the procedure for submitting complaints as well as concerning the course of an arbitration.

12.2. The European Commission also has a website available at: <http://ec.europa.eu/consumers/odr/> for online arbitrations (OS). Consumers have the possibility of using this website for the settlement of their disputes.

## 13. Miscellaneous

If any of the individual regulations of the following general terms and conditions be legally ineffective, invalid and/or void or become so in the course of their duration, this will not affect the legal effect and validity of the remaining regulations. This does not apply, if the ineffective regulation is one of the main obligations. Instead of the ineffective or missing regulations, the respective legal regulations occur. Waiver of these rights may not be deduced from the fact that the Seller does not exercise some or all of the rights to which he is entitled.

## Model Cancellation Form

(If you would like to cancel the contract, please fill out the form below and send it back to us.)

To:

WITASEK PflanzenSchutz GmbH  
Witasek-Allee 2  
9560 Feldkirchen, Carinthia  
AUSTRIA  
Email: office@witasek.com

I/we (\*) herby cancel the contract I/we (\*) entered into for the purchase of the following goods (\*)/the provision of the following service(\*)

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

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

(\*) Delete as appropriate.

