

# TERMS AND CONDITIONS

of the Modellbau Lindinger GmbH (last updated on 27.12.2018)

## 1. GENERAL

The general terms and conditions apply to the sales and deliveries of goods from Modellbau Lindinger Ltd. Alternative conditions for the buyer are only valid if agreed in written form and approved/signed by Modellbau Lindinger GmbH. With the placement of an order, the buyer agrees to the general terms and conditions and is committed to them. Modellbau Lindinger will only close contracts with natural persons, who are contractually capable without limitation and who have reached their 18th birthday, and with legal entities.

All offers are subject to change and are non-binding. The order of the customer represents an offer to close a sales contract. Our sent acknowledgment of receipt and any status reports do not represent an acceptance of the offer. The sales contract is not closed until we deliver the ordered goods and confirm the customer the dispatch.

**Electronic communication:** You agree to receiving order related communication (e.g. invoice) in electronic form.

## 2. ORDERING

Ordering is only possible after a successful login into the customer's account. When ordering for the first time, the customer must create a "new customer" account. For all following orders, the customer can login with the email address and the password you chose at your first entry.

Consumers: For transactions with consumers in the sense of the Austrian customer protection law these general terms and conditions apply insofar so they do not disagree with the compulsory terms of the customer protection law.

## 3. CONTRACTUAL LANGUAGE

The content of the contract, all other information, customer service, data-information and complaint handling are generally offered in German language.

## 4. PRICING

Unless otherwise noted, all prices are daily market prices "ex works" including the legal sales tax plus all expenses arising from the dispatch. Changes in price (through exchange rate fluctuation and technical changes) on the part of the producer are reserved.

The buyer has to bear the cost of any arising import or export duties.

No sales tax applies for sales with customers outside the EC, but they do have to bear the respective national import duties. For sales to entrepreneurs within the EC no sales tax applies after the proof of the UID, however they have to pay the sales tax of their home country. The announcement of the UID has to be at placement of the order. The charging is made in Euros.

## 5. RIGHT OF WITHDRAWAL

Customers, who are consumers in the sense of the Austrian customer protection law, can withdraw from their purchase/contract within a period of 14 days from the receipt of the goods. It is sufficient if the declaration of withdrawal is sent within this period without any statement of reasons.

In the event of a withdrawal, entire or partial reimbursement of the retail price occurs from delivery versus payment against the deferment of the goods received from the purchaser.

Condition therefore is that the goods and its packaging are sent back in "as new" re-sellable condition and in the original packaging.

The costs of dispatch are payable by the customer. If the goods are sent back not prepaid, we are authorized to charge the amount to your account.

<b>Standard returns up to 1,20m in length:</b>	€6
<b>Bulky goods fee for returns longer than 1,20m:</b>	€5
<b>Bulky goods fee for returns longer than 1,50m:</b>	€20

Following terms concerning the return of goods within the period of withdrawal of 14 days apply to German customers: Upwards a value of ordered goods of 250 Euros we pay the costs of the dispatch, under this sum the customer has to pay them.

If the goods bear traces of usage, the packaging is damaged or accessories (like manuals, driver CDs, software, ..) are missing, we will charge an adequate compensation for the loss in value.

**The right to cancel does not apply to the following kind of contracts:**

- Contracts for the supply of goods that are made to the consumer's specifications or are clearly personalised.
- Contracts for the supply of goods which are liable to deteriorate or expire rapidly.
- Contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- Contracts for the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items.
- Contracts for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.
- Contracts for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications.

## 6. LACK OF AVAILABILITY OF GOODS

Should Modellbau Lindinger discover after receipt of the order that the ordered goods are no longer available at Modellbau Lindinger, Modellbau Lindinger can offer the customer goods similar in quality and price. In this case the customer is not obliged to accept and he does not have to bear the costs of the return.

The same applies in the event that some of the ordered goods are not in stock.

## 6. PRICES

Unless otherwise stated, all prices and daily prices are "ex works". Prices for the deliveries and services offered at <http://www.lindinger.at> do not include the costs charged by third parties. Billing is in euros.

The shipping costs can be found in the list of delivery and payment conditions at <https://www.lindinger.at/en/shipping-payment>.

## 7. DELIVERY

Delivery is ex works Inzersdorf. The delivery costs and conditions can be found in the shipping and payment conditions at: <https://www.lindinger.at/en/shipping-payment>. If some of the ordered items are not available, the customer has the choice of an partial delivery or a complete delivery, where all items will be shipped as soon as they are all available. Partial deliveries could have additional shipping costs. Delivery is carried out by Austrian Post, DHL/Deutsche Post or by GLS. Goods that may not be shipped due to their nature (e.g. dangerous goods) are available for collection at Modellbau Lindinger GmbH, Industriestrasse 10, 4565 Inzersdorf im Kremstal, Austria.

When the goods are dispatched, the risk of loss or damage to the goods shall not pass to the consumer until the goods have been delivered to the consumer or their designated third party, not including the carrier. However, if the consumer has chosen their own carrier, the risk shall pass to their designated carrier as soon as the goods are handed over.

The dispatch of dangerous goods in limited quantities (Limited Quantity / LQ) are limited to the countries permitted by our contractual partners. If the dispatch of certain goods to the country of the contractual partner is not permitted, Modellbau Lindinger reserves the right to withdraw from the contract if necessary. The dispatch of dangerous goods (e.g. lithium ion batteries over 100Wh,...) currently takes place exclusively within Austria and Germany via GLS. The return of dangerous goods is not possible. In the case of shipping by forwarding agent, the costs shall be borne by the customer. Returns of defective goods will only be accepted if they are delivered by the post office. The maximum bulky goods dimensions of the respective countries apply. In the case of a delivery consisting of several parcels, parcel slips must be prepared and enclosed for customs clearance for each individual parcel. This delivery fee in the destination country is payable per parcel. Please note that we can only provide our normal commercial invoice. Data such as customs tariff number, certificates of origin and the like are not made available.



## DAMAGED DELIVERIES

If any goods are damaged during transportation, please report the damage immediately to the delivery agent and to Modellbau Lindinger. If you fail to report the damage, please be aware that the legal warranty term still applies as usual and that you may not receive a refund or replacement from Modellbau Lindinger or the applicable insurance.

For all deliveries outside of the EU: your local customs office can inform you about the import & customs fees.

## 8. DELIVERY TIME

Delivery is normally made within 5 working days from the order confirmation, but in any case within a delivery period of 30 days from the order date, provided that the goods are available and nothing else has been agreed.

## 9. FORWARDING EXPENSES

Please gather information about the forwarding expenses from this list: ([Link to Shipping Cost Document](#)).

## 10. PAYMENT & METHODS OF PAYMENT

Terms of payment: 10 days net. Place of payment is the business location of the company Modellbau Lindinger Ltd. Open invoices over €150 are only possible for Austrian and German customers with a positive credit check.

In the event of a delay of payment the customer has to compensate all collecting expenses as well as interests of 1 percent per month. This is also true for collection of debt through a third party.

Modellbau Lindinger Ltd. offers its customers highest comfort at shopping and paying.

The payment by credit card (worldwide) is possible. Modellbau Lindinger Ltd. reserves the right to not accept credit card payment from non EU-countries.

We accept Eurocard/MasterCard, Visa, cash on delivery and prepayment. We use the actual state of the art concerning encoded transmission – the SLL-codification - with credit card payments, whereby your data are protected against unauthorized access.

The debiting of your account takes place at the date of the delivery of the goods.

Link to: [Information concerning credit card payments](#)

How does the credit card payment work?

You select the credit card payment. Enter the credit card holder, the 16-digit card number and the validity date. Select month and year, you can find both numbers on your credit card. Click next and finished!

[www.visa.at](http://www.visa.at), [www.mastercard.at](http://www.mastercard.at)

Claims of customers against us are not allowed to be assigned without your explicit written consent. Justified reclamations not entitle to withhold the full amount, but only an adequate part of the invoice.

## 11. DATA PROTECTION

Our staff members are sworn to secrecy due to the Data Protection Law. In addition, any customer data communication that took place is subject to the secrecy.

Routing- and domain information have to be and are allowed to be passed on.

The customer agrees to the using of his facts according to the contract for our bookkeeping and our customers administration.

The customer accepts that his data stated in the contract are used and saved for the purpose of accounting and customer evidence.

The data are used to satisfy laws and regulations and for the payment transaction.

Customer data are not passed on to third parties, unless this is necessary for the transaction.

Our contractual partners are informed about data protection regulations and are bound to us.

For any further questions please contact the information center for data protection information, general questions, complaints, etc.: [office@lindinger.at](mailto:office@lindinger.at)

## 12. RESERVATION OF PROPRIETARY RIGHTS, WARRANTY, LIABILITY, GUARANTEE

The ordered goods are our property until the complete payment. Before this the customer is not allowed to mortgage and to hedge the goods or to entitle third parties.

Since 1.1.2002 the warranty is limited to the compulsory period of 24 months.

Arising defects are to be announced at the delivery or at the appearance -

without having negative legal effects to clients, who are customers according to the Customers Protection Law. If the defect is legitimated and rejected we will choose between corrections, reduction of price or replacement free of charge, for what an adequate time period is fixed.



If the purchase is a commercial transaction (B2B) in the sense of § 1 Customer Protection Law (377 paragraph 1 commercial code) for the customer, he has to examine the goods immediately after the receipt and to inform us without delay about any defects.

Modellbau Lindinger Ltd. is only liable for defects with premeditation and gross negligence, with the exception of damage to persons.

The injured person has to prove the existence of slight or gross negligence, unless it is a consumer transaction. The compensation of consequential harm caused by a defect, other physical loss, and loss of property and damages of third party against the customer are impossible.

Modellbau Lindinger as operator of shop.lindinger.at performs its services with greatest care, but is not liable for services, which are provided from third parties.

Recourse receivables from product liability in the sense of the Product Liability Law from contractual partners or third parties against us are impossible, unless the beneficiary of the recourse prove that it was a mistake with gross negligence in our sphere.

The warranty is subject to the manufacturer's terms and is described in the enclosed warranty card (if provided).

## 13. APPLICABLE LAW, PLACE OF JURISDICTION

The contractual partners stipulate the use of Austrian right, as far as no compulsory regulations are opposed.

If the contractual partner is a consumer, then the compulsory regulation of the law of the county, in which he has his general residence, must be applied.

For disputes from the contract with entrepreneurs, our business location is agreed as the place of jurisdiction. If the contractual partner is a consumer, he can take legal actions against Modellbau Lindinger in Austria or in the country in which he has his residence.

If he had his residence in Austria at the date of the conclusion of the contract, he can only bring suit in Austria.

## 14. PLACE OF DELIVERY

For all deliveries, services and payments the place of fulfillment of the contract is the business location of your company.

## 15. COPYRIGHT

All news, pictures and the design of Modellbau Lindinger's website are just for personal information for our customers. The use is carried out at one's own risk. All dates of this offer is protected by §4 and §§87a ff of the copyright law.

The reproduction, copying and the print of the website are only allowed for the purpose of an order. Every other handling, duplication, copying and/or public reproduction exceeding normal use violates the copyright.

## 16. MEDIATION

Wir verpflichten uns, in Streitfällen am Schlichtungsverfahren des Internet Ombudsmann teilzunehmen:

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

Nähere Informationen zu den Verfahrensarten unter [www.ombudsmann.at](http://www.ombudsmann.at) oder in den jeweiligen Verfahrensrichtlinien:

Verfahrensrichtlinien des Internet Ombudsmann für die alternative Streitbeilegung nach dem ASStG (ASStG-Schlichtungsverfahren):

[http://www.ombudsmann.at/media/file/67.Richtlinien\\_Internet\\_Ombudsmann\\_ASStG-Verfahren.pdf](http://www.ombudsmann.at/media/file/67.Richtlinien_Internet_Ombudsmann_ASStG-Verfahren.pdf)

Richtlinien für das Schlichtungsverfahren beim Internet Ombudsmann außerhalb des Anwendungsbereichs des ASStG (Standard-Verfahren):

[https://secure.ombudsmann.at/media/file/66.Richtlinien\\_Internet\\_Ombudsmann\\_Standard-Verfahren.pdf](https://secure.ombudsmann.at/media/file/66.Richtlinien_Internet_Ombudsmann_Standard-Verfahren.pdf)

Für die Beilegung von Streitigkeiten mit unserem Unternehmen kann auch die OS-Plattform genutzt werden: <http://ec.europa.eu/consumers/odr/>

Unsere E-Mail-Adresse: [office@lindinger.at](mailto:office@lindinger.at)

## 17. OTHER

★★★★★  
Excellent  
4.78/5.00

Certified  
website



The inoperativeness, invalidity, nullity and cancellation of single regulations do not prejudice the other regulations of these general terms and conditions.

The UN purchase law and all regulations that refer to it are explicitly excluded.

The General terms and conditions are also available as PDF-Document.

## 18. REPAIR/SERVICE COST ESTIMATES

The customer may be responsible for the cost of preparing a repair estimation. If the customer decides not to have their product repaired, they will be charged for the cost of preparing the estimate. The repair estimate itself is not binding.

## 19. PRINT AND GRAMMATICAL ERRORS

Should Modellbau Lindinger GmbH discover that product information (on the website, customer service communication, or price list) is incorrect or incomplete, Modellbau Lindinger GmbH reserves the right to make corrections. Modellbau Lindinger GmbH will inform the customer, who has already made a binding offer to Modellbau Lindinger GmbH, about the correct information. The customer can then re-confirm their order by agreeing to the corrected product information in writing or by implying their agreement through payment of the corrected price. Otherwise Modellbau Lindinger GmbH shall be entitled to withdraw from the contract immediately if a contract has already been accepted. Claims for damages are excluded in this case, except for intent and personal injury.



Excellent  
4.78/5.00

