

# General Order Conditions

## Online-Shop „Venus and Moon“

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### 1. Scope of application

- 1.1. The general order conditions („GOC“) shall apply exclusively to all orders placed via the web shop of OS ED GmbH („OS ED“). OS ED is an Austrian Limited Liability Company.
- 1.2. Any provisions deviating from or supplementing the GOC shall not become contract component, except if confirmed in writing by OS ED.
- 1.3. The GOC are applicable in the version at the time of the customer’s order request. OS ED reserves the right to change or update the GOC at any time.
- 1.4. For simplicity, OS ED does not use gender-specific language or pronouns. This is without intent of discrimination or unequal treatment of customers.

### 2. Products and Market

- 2.1. OS ED operates a web store ([www.venusandmoon.eu](http://www.venusandmoon.eu)) and currently offers mobile surveillance cameras and accessories (“goods”) for sale.
- 2.2. Product descriptions and further instructions can be found on the mentioned website and in the web store.
- 2.3. OS ED addresses its business activities to both businesses (B2B) and consumers (B2C). When placing the order, the customer needs to specify, if the order is either business- or consumer related. Depending on the customer status, different regulations apply.
- 2.4. OS ED's business activities extend to customers all over the world. Different regulations may apply depending on the country of order.

### 3. Purchase Process

- 3.1. The presentation of goods in the web shop does not constitute a binding offer by OS ED to conclude a purchase contract. The customer merely submits an offer by placing an order.
- 3.2. The customer undertakes to provide truthful information. In particular, the customer assures OS ED that he has full legal capacity and is placing the order in his own name. Any omissions or untruthful information shall be at the customer's legal risk.
- 3.3. The order proceeds as follows:
  - Selection of the desired goods.
  - Entering of the login data (first name, surname, address, zip code, town, country, e-mail address), after initial registration only a login with e-mail address and password is required.
  - Selection of shipping method and payment (prepayment).

- Examination of the details in the shopping cart.
- Confirmation by clicking the button "order with payment".
- Re-check and, if necessary, correct the respective data entered.
- Binding dispatch of the order.
- By ordering, the customer submits a binding offer regarding the goods contained in the shopping cart. The customer recognizes further the pre-contractual information for consumers and the GOC as solely authoritative and binding.
- OSED confirms the reception of the customer's order by sending a confirmation e-mail. This order confirmation does not constitute acceptance of the contract offer by OSED. It merely serves to inform the customer that the order has been received by OSED.
- OSED confirms the purchase offer and/or the dispatch of the goods and both parties enter a binding contract.

#### **4. Right to withdrawal**

- 4.1. If the customer is a consumer according to Austrian consumer protection law (KSchG)- i.e. someone who places the order for non-commercial use - they may withdraw from the contract within 14 days, unless a statutory exception applies.
- 4.2. The withdrawal period is 14 calendar days. Regarding delivery contracts, it begins on the day on which the consumer (customer) or a third party named by him, other than the delivery service provider, has taken possession of the goods. In the case of a contract for several goods ordered in a single order and delivered separately, from the day on which the consumer (customer) or a third party named by him, other than the delivery service provider, has taken possession of the last goods. It is sufficient if the consumer (customer) has sent the declaration of withdrawal within the mentioned deadline.
- 4.3. Withdrawal in accordance with the above provisions may only be made in writing. The consumer (customer) may use the sample withdrawal form, available at [www.venu-sandmoon.eu/widerrufsformular](http://www.venu-sandmoon.eu/widerrufsformular).
- 4.4. The right of withdrawal does not apply to goods that are manufactured according to customer specifications, that are clearly tailored to personal needs, that are not suitable for return due to their nature, that can spoil quickly or whose expiration date has been exceeded.
- 4.5. If the consumer (customer) withdraws from the contract
  - the consumer (customer) shall return the goods received and pay OSED a reasonable fee for their use, including compensation for any associated reduction in the fair market value of the goods.
  - The consumer shall bear the direct costs of returning the goods.
  - OSED shall reimburse the consumer (customer) concurrently after return of the goods for payments made by him, including regular delivery costs,
  - If the customer lawfully exercises his right of withdrawal, the customer authorizes OSED to deduct the additional costs (transportation, usage fee etc.) from the refundable amount.

## **5. Prices, Terms of Payment, shipping**

- 5.1. All prices are listed in the web shop near the individual items. Unless expressly agreed otherwise, all prices are exclusive of VAT.
- 5.2. Payment must be made in advance (immediate bank transfer) without exception. OSED offers various payment options and payment service providers (e.g. VISA, Mastercard etc.). The use of the payment service provider's services shall be at the customer's risk and the legal conditions published by the respective payment service provider at the time of payment.
- 5.3. The customer's order will only be processed if the ordered goods are available and if the payment has been received.
- 5.4. The sales prices do not include shipping costs. Shipping is at the customer's expense. The actual costs incurred for shipping, including an appropriate mark-up for overhead costs, but at least the freight and transportation charges applicable or customary on the day of delivery for the selected shipping method, shall be invoiced.

## **6. Terms of delivery, delay of acceptance**

- 6.1. Unless otherwise specified in the order confirmation or shipping confirmation, OSED shall dispatch the customer's order within 4 working days of receipt of payment at the latest.
- 6.2. Shipment shall be made from Austria. The estimated delivery times and promises depend on the customer's place of residence and will be adhered to by OSED if possible. Unless expressly agreed as binding, they are non-binding and are always to be understood as the expected time of provision and handover to the contractual partner.
- 6.3. Upon full payment of the purchase price, the customer shall acquire ownership of the goods ordered and the risk of performance and price shall pass to the customer upon handover to the supplier.
- 6.4. Withdrawal from the contract by the contractual partner due to delayed delivery is only possible after setting a reasonable at least four-week grace period. The right of withdrawal shall only apply to the part of the delivery or service in respect of which there is a delay.
- 6.5. If the customer defaults on accepting of the order and the order is returned to OSED as not having been received or accepted, the customer shall bear any additional costs associated with the return shipment or a new delivery attempt.
- 6.6. In addition to statutory interest, OSED may also claim compensation for other damages caused by the customer, in particular the necessary costs of appropriate extrajudicial dunning or recovery measures.
- 6.7. If OSED has handed over the customer's order to the delivery service provider and the delivery has not reached the customer, the customer undertakes to contact the delivery service provider directly and to clarify any delivery status or arisen problems directly with the delivery service provider.

## **7. Warranty, Website Accessibility**

- 7.1. OSED is liable that the ordered goods have the stipulated or usually assumed properties. The product information provided by OSED shall be decisive for this.

- 7.2. OSED is liable for the proper packaging and shipment of the ordered goods. However, it shall not be liable for any transport damage or delays caused by the delivery service provider.
- 7.3. If the customer is not a consumer (B2B), he must report any defects within 3 days of receipt of the goods. If he fails to make this notification, claims for warranty, for damages due to the defect itself or due to an error regarding the defect-free nature of the item can no longer be asserted.
- 7.4. OSED endeavours to ensure the permanent accessibility and retrievability of the web store. Due to the nature of the Internet or maintenance windows, it may occur that the web shop cannot be accessed. The temporary unavailability of the web shop does not entitle the customer to assert claims for compensation.

#### **8. Compensation, Liability Limitation**

- 8.1. OSED shall be liable for the diligence of a reasonable company. OSED shall not be liable for slight negligence, except for personal injury.
- 8.2. OSED shall not be liable for indirect damage, loss of profit, loss of interest, failure to make savings, consequential damage, mere financial loss, damage from third-party claims, damage from the loss of data and programs and their recovery.
- 8.3. OSED's liability is limited to the order value of the respective goods.

#### **9. Data Protection**

- 9.1. OSED and the customer undertake to comply with the provisions of the applicable Austrian Data Protection Act (DSG), the European General Data Protection Regulation (GDPR) and any other legally mandatory confidentiality obligations.
- 9.2. The customer agrees that OSED may use its personal data for the fulfilment of this contract. Detailed information on this can be found at [www.venusandmoon.eu/datenschutzerklärung](http://www.venusandmoon.eu/datenschutzerklärung).
- 9.3. The customer undertakes to take all necessary data protection measures, particularly those within the meaning of the GDPR and those of its country of residence (obtaining the declaration of consent of the data subjects), so that OSED may process the data provided. The customer shall indemnify and hold OSED harmless against third parties in this regard.

#### **10. Change of Address and Copyright**

- 10.1. The customer undertakes to notify OSED of any changes to his residential or business address if the customer's order has not been successfully delivered. If this notification is omitted, declarations shall be deemed to have been received by the customer even if they are sent to the last known address.
- 10.2. Plans, sketches, or other technical documents as well as samples, illustrations, designs, catalogues, brochures, etc. are and shall always remain the intellectual property of OSED. The customer shall not receive any rights to use or exploit them in any way whatsoever.

## **11. Choice of law, Precedence of Consumer Law, Contract Language, Jurisdiction**

- 11.1. Austrian law shall apply exclusively except the conflict-of-law rules of private international law applicable in Austria (ROM-I Convention, etc.) and the UN Convention on Contracts for the International Sale of Goods. This choice of law shall only apply to consumers to the extent that it does not restrict any mandatory statutory provisions of the country in which the consumer is domiciled or habitually resident. In this case, OSED undertakes to comply with all mandatory consumer law provisions of the respective country.
- 11.2. If the customer is a consumer and the mandatory legal provisions of the country in which the customer is domiciled or habitually resident provide for provisions that contradict these GOC, the respective mandatory legal provisions applicable in the country shall take precedence over the provisions of these GOC.
- 11.3. The web shop and all contract-related information is made available to the customer in English and German.
- 11.4. English and German are agreed as the contract languages. In case of doubt regarding the linguistic interpretation, the meaning of the German document versions and/or declarations shall take precedence over the English ones.
- 11.5. The parties agree to Austrian domestic jurisdiction. If the customer is not a consumer, the competent court at the registered office of OSED shall have jurisdiction over all disputes arising from this contract.

## **12. Customs Duties, Taxes, Levies**

- 12.1. If the customer places the order from outside the European Union (EU), import duties and other charges and/or taxes may apply. The customer undertakes to pay all customs duties, taxes and levies that may be incurred.
- 12.2. The customer undertakes to inform himself in detail about all preceding tax-, custom-, and levies-regulations affecting him and shall indemnify and hold OSED harmless in this respect and regarding the payment of these.

## **13. Deliveries, Declarations**

- 13.1. Notifications to the other party shall be made in writing to the postal or electronic address (e.g. e-mail) last provided.
- 13.2. If a declaration is sent to the last known address (provided in writing), it shall be deemed to have been received by the respective contractual partner.

## **14. Formal requirements**

- 14.1. Declarations must be made expressly in writing. Verbal agreements or assurances lose their effect when the customer's order request is sent.
- 14.2. Amendments or additions to the customer's order are only effective if they are agreed in writing.

**15. Severability clause**

- 15.1. Should any provision of the GOC be void or become void or ineffective because of a change in the legal situation, this shall not affect the validity of the remaining provisions of the GOC.
- 15.2. Instead of the invalid or ineffective provision, a provision shall be deemed to have been agreed by way of supplementary interpretation of the contract which comes closest to the intended purpose of the invalid or ineffective provision. The same applies to loop-holes.

**16. Dispute Resolution**

- 16.1. The EU Commission has created an internet platform for the out-of-court settlement of disputes. The customer has the right to choose to make use of this dispute resolution procedure.
- 16.2. The customer can find out more through the link <http://ec.europa.eu/consumers/odr>.

## Information on Rights of Withdrawal

### 1. Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day

- on which you or a third party named by you, who is not the carrier, has taken possession of the goods.
- In the case of a contract for several goods ordered in a single order and delivered separately, from the day on which you or a third party named by you, who is not the carrier, has taken possession of the last goods.

To exercise your right of withdrawal, you must send the declaration of withdrawal to the following address (by post or electronically).

OSD GmbH  
Mozartstraße 6  
2214 Auersthal  
[office@venusandmoon.eu](mailto:office@venusandmoon.eu)

You can use the attached sample withdrawal form, but this is not mandatory.

You can also print out, complete, and submit the sample withdrawal form on the website [www.venusandmoon.eu/widerrufsformular](http://www.venusandmoon.eu/widerrufsformular) or use any another clear written declaration. If you lawfully withdraw, OSD will confirm the withdrawal to you immediately.

To comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period (14 days from receipt of the order).

### 2. Consequences of withdrawal

If you withdraw from the contract, OSD shall reimburse to you all payments received from you, including the costs of delivery (least expensive delivery method), without undue delay and in any event not later than 14 days from the day on which OSD is informed about your decision to withdraw from this contract. For this repayment, OSD will use the same method of payment that was chosen for the original transaction.

OSD may withhold the refund until the goods have been returned or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods to OSED immediately and in any case no later than 14 days from the day on which you inform OSED of the revocation. The deadline is met if you send the goods before the 14-day period has expired.

You shall bear the direct costs of returning the goods. You only must pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

In any case, OSED will support you in handling the withdrawal process and provide you with all necessary information.

### 3. Sample Withdrawal Form

If you wish to withdraw from the contract, please fill out this form and send it back to

OSED GmbH  
Mozartstraße 6  
2214 Auersthal  
[office@venusandmoon.eu](mailto:office@venusandmoon.eu)

I/we hereby revoke the contract concluded by me/us for the purchase of goods from OSED.

Order date ..... (insert date)

Article or description of goods ..... (insert number and type of items)

Name of the consumer(s)

Your address

\_\_\_\_\_  
Signature of the consumer(s)