

General Terms and Conditions for the web shop of Tyrolit AG (hereinafter referred to as Tyrolit Shop), operated by WERTPRÄSENT GmbH (hereinafter referred to as “GTC Tyrolit Shop”)

It is expressly pointed out that, upon acceptance by WERTPRÄSENT GmbH, the order directly leads to a binding purchase contract between WERTPRÄSENT GmbH and the customer in accordance with the General Terms and Conditions for Distance Selling set out herein.

Issue: October 31, 2025

Operator of the web shop and contractual partner:

WERTPRÄSENT GmbH
Carl Auer-von-Welsbach-Straße 17
Austria - 4614 Marchtrenk
Email: tyrolit@wertpraesent.com
FN 188571 k
Commercial register court: Wels Commercial Court
VAT No.: ATU74758826

Questions, information, inquiries, or complaints about the Tyrolit Shop (www.merchandising.tyrolit.com) should be directed to the following addresses:

WERTPRÄSENT GmbH
Carl Auer-von-Welsbach-Straße 17
Austria - 4614 Marchtrenk
Email: webshopsupport@wertpraesent.com
Phone: +43 7242 / 93 696 – 4311

I. Scope of application

1. These GTC Tyrolit Shop apply to all legal transactions relating to the purchase of goods in the Tyrolit Shop in the version valid on the day of the order. Any conflicting or other general terms and conditions and/or other conditions of the customer are expressly rejected, regardless of their designation, unless WERTPRÄSENT GmbH expressly agrees to their validity in writing.
2. By placing an order, the customer expressly agrees to these GTC Tyrolit Shop. The GTC Tyrolit Shop are available for users to save and print.
3. The terms used in these GTC Tyrolit Shop refer to both women and men equally. All personal terms are to be read as gender-neutral.

II. Conclusion of contract

1. This website and the invitation to submit purchase offers contained therein are directed at customers who are resident in a country that can be selected from the country selection.
2. WERTPRÄSENT GmbH reserves the right to make ongoing changes to the content of the respective range of services. Minor deviations (e.g., color, size) between the goods displayed on the website and the goods delivered are due to technical reasons, cannot be ruled out, and do not constitute a defect.
3. The customer places an order by clicking on the order button and this constitutes a binding offer to conclude a purchase contract for the goods ordered, which becomes effective upon disclosure of all necessary and required data for payment processing, in accordance with the terms and conditions currently published on this website www.merchandising.tyrolit.com. The customer is obliged to provide all data correctly. For each online order placed via the Tyrolit Shop, the customer will receive an electronic order confirmation, which does not yet constitute acceptance of the customer's purchase offer, but merely documents that the order has been received by WERTPRÄSENT GmbH.
4. The purchase contract is concluded when WERTPRÄSENT GmbH either ships the ordered goods after payment has been made or expressly accepts the order by sending an order confirmation by email within seven days of receipt of the order by WERTPRÄSENT GmbH. WERTPRÄSENT GmbH is entitled, but not obliged, to accept the customer's purchase offer.
5. A minimum age of 18 applies to online orders. By placing an order, the customer confirms that they are at least 18 years of age.

III. Contract language

1. The contract language is German. All information, customer service, and complaint handling are provided in German/English.

IV. Prices

1. The purchase price for the ordered goods is deemed to be agreed upon as stated in the Tyrolit Shop on the day of the order.

2. Unless otherwise stated, all prices are gross prices including statutory sales tax, but excluding all costs incurred for shipping. If export or import duties are payable in the course of shipping, these shall also be borne by the customer.

3. The applicable postage/shipping costs are available in the Tyrolit Shop and will be communicated to the customer before they submit their binding offer (by clicking on the order button: "Place order with obligation to pay").

4. Austrian sales tax is payable on sales to customers outside the EU. The customer must also take into account the respective national import duties. For sales to businesses within the EU, no Austrian sales tax is payable upon presentation of a VAT ID number, but businesses must pay sales tax in their home country.

V. Terms of payment/retention of title

1. The purchase price is due for payment before the contract is concluded. The ordered goods are invoiced and paid for in euros and, unless otherwise agreed in writing, are generally paid for in advance during the online ordering process by credit card or bank transfer in the payment system (online banking).

2. The delivered goods remain the property of WERTPRÄSENT GmbH until the purchase price has been paid in full.

VI. General delivery terms

1. Delivery is generally made within one week of the customer's order. In individual cases, the delivery period may be exceeded if there are special reasons preventing timely execution (e.g., procurement from abroad). The customer will be notified of this by separate email.

2. The place of performance for all transactions is the registered office of WERTPRÄSENT GmbH in Wels. The goods are delivered from the warehouse to the delivery address specified by the customer using standard shipping methods. If the customer provides incorrect or incomplete information, they shall bear the resulting costs.

3. WERTPRÄSENT GmbH accepts no responsibility for delivery obstacles on the part of suppliers.

4. If an order cannot be accepted due to the unavailability of goods, or if delivery becomes impossible due to circumstances beyond the control of WERTPRÄSENT GmbH, the customer will be notified immediately. Payments already made will be refunded immediately, but in any case, within 14 days of becoming aware of the impossibility of delivery, using the payment method specified by the customer when placing the order.

5. Shipping is at the expense and risk of the customer. The risk is transferred to the customer at the time the goods are handed over to the carrier.

VII. Right of withdrawal for consumers in distance selling transactions

1. Customers who are consumers within the meaning of the Consumer Protection Act (KSchG) have the right to withdraw from the purchase contract without giving reasons if the contract was concluded exclusively using one or more means of distance communication (post, internet, telephone). The withdrawal period is 14 calendar days and begins on the day on which the consumer takes possession of the goods or, in the case of delivery of the goods in several partial shipments, on the day on which the consumer takes possession of the last partial shipment. The withdrawal is deemed to have been made in good time if the customer sends their declaration of withdrawal on the last day of the withdrawal period.

2. In this case, the buyer is obliged to inform WERTPRÄSENT GmbH of the withdrawal by means of a clear statement (e.g., mail, email). The consumer can use the sample withdrawal form provided in the appendix (cancellation form). If the goods have already been received, they must be returned immediately to WERTPRÄSENT GmbH at the following address, stating the buyer's bank details, and the costs and shipping expenses actually incurred in returning the goods must be borne by the buyer:

WERTPRÄSENT GmbH, Carl Auer-von-Welsbach-Straße 17, 4614 Marchtrenk, Austria

3. If the goods have been used (impairment or damage to the goods), WERTPRÄSENT GmbH, as the seller, is entitled to demand compensation for a reduction in the market value of the goods if this loss in value is attributable to the goods being handled to an extent that is not necessary for checking their condition, properties, and functionality. The mere acceptance of the goods and their inspection to the usual extent does not constitute a reduction in value. Personalized goods are excluded from the right of return in any case.

4. WERTPRÄSENT GmbH undertakes to refund the payment already made by the consumer immediately after receipt of the goods, in any case within 14 days of receipt of the notice of withdrawal from the consumer. WERTPRÄSENT GmbH shall use the same means of payment for the refund as the consumer used for the transaction. WERTPRÄSENT GmbH is entitled to refuse the refund until the goods have been received in proper condition or proof of return of the goods has been provided.

5. There is no right of withdrawal for goods that are manufactured according to customer specifications or clearly tailored to personal needs, for goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that their seal has been removed after delivery, for audio or video recordings (e.g., CDs, DVDs, video cassettes) or computer software that are delivered in sealed packaging, provided that the seal has been removed after delivery, as well as newspapers, magazines, and illustrated magazines, with the exception of subscription contracts for the delivery of such publications.

VIII. Warranty

1. If the delivered goods are defective, the warranty shall be provided in accordance with the statutory provisions of warranty law. The warranty period for movable goods is two years from delivery of the goods. This also applies in principle to new items marked as B-stock, subject to clause 6 of this provision.

2. The customer (unless they are a consumer) must notify WERTPRÄSENT GmbH in writing of any obvious defects within 14 days of receipt of the goods, presenting the invoice, and return the defective goods to WERTPRÄSENT GmbH immediately to the following address:

WERTPRÄSENT GmbH; Carl Auer-von-Welsbach-Straße 17; A-4614 Marchtrenk

3. WERTPRÄSENT GmbH is primarily entitled to repair or replace the goods. Only if an improvement or replacement is impossible, would involve disproportionately high costs for the customer, or WERTPRÄSENT GmbH does not carry out the improvement or replacement within a reasonable period of time, is the customer entitled to demand a price reduction or rescission (complete cancellation of the contract). In the case of minor defects and commercially acceptable or technically unavoidable, material-related deviations in the quality, color, size, equipment, or design of the goods, the right to rescission is excluded.

4. No warranty is provided for defects or damage resulting from improper use, operation, or storage; negligent or incorrect care and maintenance; overuse; or improper repair.

5. WERTPRÄSENT GmbH does not assume any warranty obligations beyond the statutory warranty, unless a warranty statement exceeding this is made for individual goods.

6. B-grade goods/defective goods: B-grade goods are, for example, items that have minor visual or technical defects, originate from returns, or whose original packaging is missing or damaged. The warranty rights pursuant to Section 1 of this provision and the notification of defects pursuant to Sections 2 and 3 of this provision do not apply to defects in items that have led to these items being marked as B-grade goods and reduced in price, or which are explicitly mentioned in the product description in the Tyrolit Shop. The right of withdrawal pursuant to provision VII. of a customer who is a consumer within the meaning of the Consumer Protection Act (KSchG) remains unaffected.

IX. Damages

1. WERTPRÄSENT GmbH shall only be liable for damages in cases of intent or gross negligence; in the event of personal injury, this limitation of liability shall not apply.

2. Compensation for consequential damages, other indirect damages and losses or lost profits is excluded in relation to companies (except in cases of intent).

X. Data protection and processing

1. WERTPRÄSENT GmbH processes the personal data provided by the customer during the ordering process for the purpose and for the duration of contract execution, i.e. for order processing, payment processing, clarification of questions relating to your order, and compliance with legal requirements.
2. If the customer has given their express consent to receive a newsletter, they will receive the requested newsletter regularly by email. The customer can unsubscribe from the newsletter at any time, easily and free of charge. There is a link for this purpose at the end of each newsletter.

XI. Applicable law, place of jurisdiction

1. Austrian law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.
2. The exclusive place of jurisdiction for all disputes in connection with and arising from the contract is the competent court in Wels. If the customer is a consumer within the meaning of the Consumer Protection Act (KSchG) and has their domicile or habitual residence in Austria or is employed in Austria, the jurisdiction of the court in whose district the customer's domicile, habitual residence or place of employment is located shall apply.

XII. Miscellaneous

1. Should individual provisions of these GTC Tyrolit Shop be or become invalid in whole or in part, the remaining provisions of these GTC Tyrolit Shop shall remain valid. In this case, the invalid provision shall be replaced by a valid provision that comes closest to the original purpose of the invalid provision and the intention of the contracting parties as determined in accordance with generally applicable rules of contract interpretation.
2. Agreements deviating from these GTC Tyrolit Shop shall only apply if they have been expressly agreed in writing between WERTPRÄSENT GmbH and the customer.