

General Terms and Conditions

effective from: 01.04.2024

1 Imprint

Information according to §5 of the Austrian E-Commerce Act (ECG):
The3DObject.com – a project of **Septisys GmbH**

Septisys GmbH

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Septisys GmbH

Place of jurisdiction: 9020 Klagenfurt, Österreich
Commercial register number: 606390 a
VAT number: ATU79523605

Supervisory authority: District authority St. Veit an der Glan

Legal regulations: Trade regulation act (www.ris.bka.gv.at)

Memberships: Economic Chambers Carinthia:

- Section Information & Consulting
- Section Trade

Branch of industry:

- Services in the field of automated data processing and information technology
- Commercial trade with the exception of regulated commercial trade

Line of business:

- Management, consulting and information technology
- Commercial trade – e-commerce company

Voluntary code of conduct:

www.guetezeichen.at

The General Terms and Conditions of Septisys GmbH apply, which are available from www.The3DObject.com.

All deliveries remain in the property of Septisys GmbH until full payment is received.

In case of conflict, it is agreed that only the responsible local court in Septisys GmbH's place of business has jurisdiction.

Septisys GmbH

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9556 Liebenfels, Austria
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2 General

The general terms and conditions apply to the sale and delivery of goods and the provision of services by our company. Our company delivers the goods and provides the services within all EU member states. By clicking the checkbox “I have read and accept the General Terms and Conditions.” which can be found within the shopping cart before placing the order the buyer agrees to these General Terms and Conditions and is bound by them.

Our range of service is non-binding. The order of a fully legally competent customer (persons over the age of 18) represents an offer to conclude a purchase contract. The confirmation of receipt of the order that we send of within the meaning of § 10 Abs 2 ECG does not itself represent acceptance of the offer. The purchase contract is only concluded as soon as we deliver the ordered goods, by sending a second e-mail as an order confirmation or by otherwise accepting the customer’s offer. All offers on our website are subject to change, non-binding and only available while stocks last.

3 Ordering Process, Order Correction, Order Cancellation

Once you have selected the desired product, you can add it to the shopping cart without obligation by clicking on the [Add to shopping cart] or [Shopping cart +] button. You can view the content of the shopping cart without obligation at any time by clicking on the [Shopping cart] button. You can remove the products from the shopping cart at any time by clicking the [Remove] button. If you want to buy the products in the shopping cart, click the [Checkout] button. You can either order as a guest without registration or with a registered customer account. If you do not have a customer account with us, you can create a new one at any time. Your data will be transmitted in encrypted form. After entering your data and selecting the type of payment and delivery, you will be taken to the order page, where you can check your entries again. By clicking on the [Order with obligation to pay] button, you complete the ordering process. You can correct the entries by clicking the “back arrow” of the browser. The ordering process can be canceled at any time by closing the browser. After you have completed the ordering process, we will save the text of the contract and send you the order confirmation by e-mail. If you have completed the order via a registered customer account, you can view and change your orders and your personal data at any time by logging in.

You can find more information about placing an order in our shop under: [FAQs](#)

4 Contract Language

The contents of the contract, all other information, customer service, data information and complaint handling are offered in German and English.

5 Prices

The prices apply at the time of the order including legal VAT plus all expenses incurred with shipping. They are visible in the shopping cart before the contract is concluded and afterwards in a contract confirmation sent to the customer. Should export or import duties become due in the course of shipping, these are also at the expense of the customer (you can obtain information on this from your responsible customs office).

6 Payment

We accept the following payment methods:

- Credit Card (MasterCard, Visa)
 - With the payment method credit card, we receive the payment amount on the same day and can therefore process your order immediately.
 - When paying by credit card, you provide the following data: cardholder, card number, credit card company, expiry date, CVV code. The data is transmitted via SSL encryption with a key of at least 128 bits and is therefore not visible to unauthorized persons.
- SOFORT Bank Transfer
 - With the payment method SOFORT Bank Transfer, we receive the payment amount on the same day and can therefore process your order immediately.
 - Your online banking access data are required for payment. Your bank account will be debited.

- PayPal
 - With the payment method PayPal, we receive the payment amount on the same day and can therefore process your order immediately.
 - If you choose this payment method, you will be forwarded directly to PayPal for the payment. If you already have a PayPal account, you can log in with your account details and make the payment. If you are new to PayPal, you can create a user account for free by entering your bank or credit card details at PayPal. You then pay by entering your e-mail address and a password and will receive a payment confirmation by e-mail.

More information on security and data protection can be found here: [Privacy Notice](#)

7 Default of Payment

If the customer is in default of payment, we are entitled to demand the legal default interest. The legal default interest between consumers and entrepreneurs is 4 percentage points.

8 Reminder and Collection Fees

In the event of default, the contractual partner undertakes to reimburse the reminder and collection fees to which we are entitled, even if payment is not at fault, insofar as they are necessary for the appropriate legal prosecution and appropriate in relation to the claim, whereby he undertakes in particular to reimburse the costs incurred by us in the event that a debt collection agency is consulted, insofar as these do not exceed the maximum rates of remuneration due to the debt collection agency. If we operate the dunning process ourselves, the debtor undertakes to pay an amount of EUR 10,00 per reminder, as well as an amount of EUR 5,00 per half year for the record keeping of the debt relationship in the dunning process.

9 Default in Acceptance

In the event of default in acceptance by the customer who have ordered as entrepreneurs, we are entitled to store the goods at our premises, for which we charge a storage fee of EUR 5,00 per calendar day or part thereof. At the same time, we insist on fulfilment of the contract.

10 Retention of Title

We reserve title to the service or goods delivered or the media processed or created by us until all payments from the business relationship with the customer have been received. If the customer resells goods subject to retention of title, he must also pass on the retention of title. The customer must report access by third parties to our reserved goods immediately. Pledges, security assignments and the like of the goods subject to retention of title are only permitted with our prior consent. If payment is not made immediately after a reminder in the event of a default in payment, the goods subject to retention of title must be returned immediately.

The return costs are at the expense of the customer.

11 Warranty, Liability, Guarantee

The warranty is based on the legal provisions. It is limited to the legal period of 24 months from the acceptance of the goods by the buyer or, in the case of services, from the conclusion of the service. In the case of justified complaints about defects, either a free replacement or improvement will be made, for which a reasonable period of time must be granted. If an exchange or an improvement is out of question (not possible, too much effort, unreasonable, delay, etc.) then the buyer is entitled to a price reduction or, if the defect is not minor, cancellation of the contract (recission).

Any defects that occur should be reported upon delivery or after they become visible, whereby failure to report them upon delivery or after they become visible has no effect on the consumer's warranty claims. If the purchase is a commercial transaction (B2B) for the customer, he must examine the goods no later than 2 weeks after the receipt and notify us immediately if a defect is found.

Our company is only liable for damage caused by intent and gross negligence. This does not apply to personal injury or consumer businesses. The existence of slight or gross negligence, unless it is a consumer business, has to be proven by the injured party. Compensation for (defect) consequential damage, financial loss and damage to third parties against the customer, unless it is a consumer business, is excluded.

The guarantee is to be claimed from the seller and is carried out according to his regulations. Please refer to the contract confirmation for any guarantee conditions. Claiming the guarantee does not restrict the legal guarantee.

When shipping goods in consumer businesses, the risk of loss or damage to the goods only passes to the customer when the goods are delivered to the customer or to a third party designated by the customer who is different from the carrier. However, if the consumer has concluded the contract of carriage himself without using one of the options suggested by us, the risk passes to the carrier as soon as the goods are handed over.

12 Applicable Law, Place of Jurisdiction

The contractual partners agree on the application of Austrian law. If the consumer has his place of residence or habitual residence inland or is employed inland, only the jurisdiction of the court in whose district the place of residence, habitual residence or place of employment is located can be justified for an action against him; this does not apply to legal disputes that have already arisen. The UN sales law and all provisions that refer to the UN sales law are expressly excluded.

For contracts with companies our place of business is agreed as the place of jurisdiction.

13 Place of Fulfilment for entrepreneurial Businesses

Place of fulfilment for all services from the contract is our place of business.

14 Copyright

All messages, graphics and the design of our website are for the sole purpose of providing our customers with personal information and are protected by copyright.

15 Arbitration Board

In the event of a dispute, we undertake to participate in the arbitration procedure of the Internet Ombudsstelle:
www.ombudsstelle.at

The OS platform can be used to settle disputes with our company:
ec.europa.eu/consumers/odr

Our e-mail address:
office@The3DObject.com

16 Delivery

Delivery is via Austrian Post.

If not all goods ordered can be delivered immediately, the goods that can be delivered immediately will be delivered immediately and the others will be delivered as soon as they are available. However, the delivery costs are only charged once per order, even in the case of partial deliveries.

17 Delivery Costs

The delivery costs can be found in the table under the following link:
[Delivery Costs](#)

18 Storage of the Contract

The text of the contract is stored by us and can be requested by you after completing the ordering process. After completing the ordering process, you will also automatically receive an e-mail with your order data, which you can archive or print out, for example.



19 Other

Inquiries via our e-mail address office@The3DObject.com are usually being answered within 2 working days.

Claims for recourse within the meaning of the Product Liability Act are excluded unless the person entitled to recourse proves that the error was caused in our sphere and was at least the result of gross negligence.

The contractual partner waives the possibility of offsetting. However, this does not apply to consumers.

Voluntary Code of Conduct:

www.guetezeichen.at

The General Terms and Conditions are also available for download as PDF document:

[General Terms and Conditions](#)

Free software to open and print a PDF file:

Adobe Acrobat Reader ([Download](#))



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