

## General Terms of Business

### § 1 Scope of application

The version of the following General Terms of Business (GTB) that is valid when the order is placed shall apply exclusively for the business relationship between Prime Time Touristik & Marketing GmbH (hereinafter: LIFESTYLE HOTELS) and the purchaser for the sale and dispatch of products that are ordered on the Internet via [www.lifestylehotels.net](http://www.lifestylehotels.net).

LIFESTYLEHOTELS does not recognise any differing conditions of the purchaser, unless LIFESTYLEHOTELS has expressly approved of their validity in writing.

### § 2 Conclusion of contract

Your order represents an offer to us for the conclusion of a purchase contract. Our offers are without obligation and non-binding. The contract between you and LIFESTYLEHOTELS is only concluded when the purchaser submits an order and it is accepted by LIFESTYLEHOTELS. The purchaser submits the order on-line by sending off the order form. Acceptance takes place when the order is confirmed by e-mail.

LIFESTYLEHOTELS does not offer any products for minors to purchase. Any products that may be suitable for children can only be purchased by adults.

Please note that we only sell all of our products in normal household quantities. This affects both the number of products ordered within one transaction and the submission of several orders for the same product, for which the individual orders constitute a normal household quantity.

### § 3 Right of cancellation for up to 2 weeks, exclusion of right of cancellation

#### **Cancellation policy**

#### Right of cancellation

You may cancel your contract declaration in writing (e.g. by letter or e-mail) within two weeks without stating any reasons or by returning the item. This period only begins when the item is delivered and not before this policy has been received. In order to adhere to the cancellation period, it is sufficient to send notification of cancellation or to return the item within the defined period.

**The item can be cancelled by returning it to:**

**Prime Time Touristik & Marketing GmbH**

**Schmiedgasse 38**

8010 Graz [office@lifestylehotels.net](mailto:office@lifestylehotels.net)

Consequences of cancellation:

In the event of effective cancellation, the services received by both parties must be returned and, if applicable, payment must be made for continuous use (e.g. a charge for the use of an item). If you are not able to restate the service received to us wholly or partially or only in deteriorated condition, you will be required to provide us with adequate compensation, if applicable. This does not apply to the surrender of goods, if the deterioration of the item is due exclusively to it being tested – as would have been possible in a retail outlet. Otherwise, you can avoid the obligation to pay compensation by refraining from using the item as one of your own possessions and by avoiding any actions that would compromise its value. Items that can be sent in parcels must be returned. You will be required to bear the cost of returning the item, if the item supplied is the same as the item ordered. Items that cannot be sent in parcels will be collected from your home. You will be required to fulfil payment obligations within 30 days.

End of cancellation policy

Exclusion of the right of cancellation

The right of cancellation does not apply to distance contracts

- For the supply of goods, which are produced according to customer specifications or clearly tailored to meet personal needs or which cannot be returned due to their characteristics or which may rapidly deteriorate or which have exceeded their expiry date,
- For the supply of audio or video recordings or of software, if the seal has been removed from the data carriers supplied or
- For the supply of newspapers, magazines and periodicals

§ 4 Guarantee

Our manufacturers guarantee the reliability of their products. You can examine the precise guarantee conditions in the information provided with the operating instructions.

#### § 5 Delivery

Unless otherwise agreed, delivery will be conducted from the storage facility of LIFESTYLEHOTELS to the delivery address indicated by the purchaser. Any information concerning to the period of delivery is non-binding, unless the date of delivery was exceptionally described as binding.

If LIFESTYLEHOTELS is not in a position to supply the item ordered without incurring further expenses, because the supplier of LIFESTYLEHOTELS fails to fulfil his contractual obligations, LIFESTYLEHOTELS is entitled to withdraw from its contract with the purchaser. In this case, the purchaser will be informed immediately that the product ordered is not available. The legal claims of the purchasers remain unaffected.

If it is not possible to deliver the relevant goods to the purchaser, because the goods supplied will not fit through the entrance, front door or staircase of the purchaser or because the purchaser cannot be found at the delivery address that he provided, although the purchaser was notified of the time of delivery with reasonable notice, the purchaser shall bear the cost of the failed delivery.

#### § 6 Deliveries to other countries

The current rate of VAT in the Republic of Austria shall apply for deliveries to countries within the European Union (EU). For orders from countries outside of the EU, we will reduce our prices by deducting the Austrian VAT that has been included. However, you will be required to pay the relevant import sales tax that applies for the country concerned. We are unable to provide any information concerning the collection of customs duties. You will receive from us a declaration of origin printed on the reverse side of the invoice. Payments should be transferred to the financial institution indicated.

#### § 7 Due date and payment, default

The purchaser can pay the purchase price by Visa, MasterCard, American Express or Diners Club cards in advance. All personal information will be transferred SSL-encoded.

#### § 8 Compensation, retention

The purchaser only has a right of retention, if his counter-claims are legally founded or unchallenged by LIFESTYLEHOTELS. Moreover, he is only permitted to exercise the right of retention if his counter-claim is based on the same contractual relationship.

#### § 9 Retention of title

The goods remain in the ownership of LIFESTYLEHOTELS until the payment transaction is completed.

#### § 10 Liability for defects

If the object of the sale displays a defect, the legal regulations shall apply. Any assignment of these claims of the purchaser is excluded.

If no other developments subsequently occur, any further claims of the purchaser – regardless of the legal reasons – are excluded. LIFESTYLEHOTELS is not therefore liable for any damage that may occur to the actual item supplied; in particular, LIFESTYLEHOTELS is not liable for any lost profits or other financial losses suffered by the purchaser. In so far as the contractual liability of LIFESTYLEHOTELS is excluded or restricted, this also applies for the personal liability of employees, representatives and agents.

The above limitation of liability does not apply, if the cause of damage is due to malice or gross negligence or if personal injury occurs. Nor does it apply, if the purchaser asserts legally regulated claims.

If LIFESTYLEHOTELS negligently violates a contractual obligation, the obligation to provide compensation for material damages is limited to the damage that would normally occur as a result.

If subsequent performance takes place in the form of a replacement delivery, the purchaser is bound to return the goods initially delivered to LIFESTYLEHOTELS within 30 days and at the expense of LIFESTYLEHOTELS. The return of the defective goods must be conducted according to the legal regulations. LIFESTYLEHOTELS reserves the right to claim compensation subject to the legally regulated conditions.

There is a period of limitation of twenty-four months, which commences upon delivery.

#### § 11 Collection, processing and use of personal information concerning our customers

Personal information concerning the purchaser is obtained only within the framework of the legal regulations of the German Federal Data Protection Law (BDSG) and the German Federal Telecommunication Services Data Protection Law (TDDSG and used exclusively for the purpose of the fulfilment of the contract.

#### § 12 Applicable law

The contractual relationship concluded between LIFESTYLEHOTELS and the purchaser is governed exclusively by Austrian law.

#### § 13 Severability clause

If one or more of the provisions of these GTB is ineffective, this shall not render the entire contract invalid. The ineffective provision will be replaced by relevant legal regulation.