



## 1. Scope and general information

- 1.1. The General terms and Conditions (hereinafter referred to as "GTC") apply to all goods deliveries and services (repair, service and/or maintenance services) provided by myMACO Service GmbH (hereinafter simply referred to as "myMACO"), registered under business register number 499201w at Salzburg Regional Court. Unless otherwise agreed in writing, all transactions concluded by myMACO with its customers are exclusively subject to these GTC which form an integral part of all transactions. General terms and conditions of delivery of the customer do not apply, even if myMACO has not explicitly objected to them on an individual basis.
- 1.2. These GTC apply to natural persons and legal entities who utilise the goods deliveries and services stated in Section 1.1 for the operations of their businesses (hereinafter referred to as "Entrepreneur") as well as natural persons to whom this does not apply (hereinafter referred to as "Consumer"). Both consumers and entrepreneurs are hereinafter also jointly referred to as "Customers". Unless otherwise agreed in individual sections, these GTC apply to consumers and entrepreneurs alike. For consumers, the respective statutory regulations must be complied with if the provisions of these GTC differ from them.
- 1.3. For entrepreneurs, Austrian law applies exclusively under exclusion of International Private Law (IPL) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). For consumers, the choice of Austrian law only applies insofar as the statutory provisions of the law of the country in which the consumer has their regular place of residence must be complied with at all times.
- 1.4. For entrepreneurs, the sole place of jurisdiction is the factually responsible court in 5020 Salzburg, Austria. In the event of active and passive processes between myMACO and a consumer with residence or regular place of residence in Austria, the place of jurisdiction for all disputes arising from or in connection with these GTC is the factually responsible court in the region of the residence or regular place of residence of the consumer in Austria.
- 1.5. Should individual provisions of these GTC be or become legally ineffective, this shall not affect the remaining provisions of these GTC. The ineffective provisions shall be replaced with the legally prescribed provisions. Should there be no legally prescribed provisions, ineffective or incomplete contractual provisions shall be replaced and/or supplemented with effective provisions that come closest in meaning to the legal and economic purpose of the ineffective provisions.
- 1.6. Any amendments to the contractual documentation, including these GTC, shall be placed in writing to become effective.

## 2. Offers and conclusion of contract

- 2.1. The Customer may email written enquiries or orders to myMACO. Written enquiries or orders received from the Customer are non-binding. myMACO may submit a written offer to the Customer that suits the latter's enquiry or order.
- 2.2. myMACO generally does not accept nor process enquiries or orders placed by the Customer verbally or over the phone. If the Customer places a new order with myMACO during the course of repairs, service and/or maintenance work carried out at the Customer's premises, myMACO shall accept such order verbally as a matter of exception. However, the Customer must confirm the verbal order in writing.
- 2.3. myMACO shall provide a written offer insofar as this is possible based on the documents, photographs and information provided by the Customer. The offer shall be binding for myMACO until the due date, which must be imparted to the Customer.
- 2.4. The Customer assumes liability to myMACO for the accuracy and completeness of any information, documents and photographs provided by them to myMACO for the performance of the contract.
- 2.5. All offers made by myMACO shall become binding once confirmed in writing.
- 2.6. By accepting the offer of myMACO (order) in writing, the Customer explicitly agrees to the applicability of these GTC.

## 3. Information on the Consumer's right to withdraw in accordance with the Remote Sales and Away Business Act (Fern- und Auswärtsgeschäfte-Gesetz – FAGG)

- 3.1. If the Customer is a Consumer, they shall acknowledge that they have the right to withdraw from the order placed when ordering via email or other means of telecommunication for the purpose of remote sales within fourteen (14) days without stating any reasons.



- 3.2. **Right to withdraw for goods deliveries:**  
The right to withdraw starts on the day on which the Customer, or a third party appointed by the Customer who is not a carrier, takes possession of the goods. To exercise the right to withdraw, the Customer must inform myMACO (Alpenstrasse 173, 5020 Salzburg, Austria) about the decision to withdraw from this contract. The attached withdrawal form template at the bottom of these GTC can be used for this purpose. To maintain the right to withdraw, it suffices for the Customer to send notification to myMACO about their intention to exercise their right to withdraw prior to the expiry of the deadline specified in Section 3.1 of these GTC.
- 3.3. **Right to withdraw for services:**  
In the event of the Customer purchasing services from myMACO that do not constitute goods deliveries (services), the withdrawal period is fourteen (14) days from the date of conclusion of contract. To maintain the right to withdraw, it suffices for the Customer to send notification to myMACO about their intention to exercise their right to withdraw prior to the expiry of the deadline specified in Section 3.1 of these GTC. The attached withdrawal form template can also be used in this case.
- 3.4. **Right to withdraw for away business:**  
Away business within the meaning of Section 3 no. 1 FAGG comprise all contracts between myMACO and Consumers that are concluded in the physical presence of myMACO and the Consumer in locations that are not business premises of myMACO (e.g. at the Customer's premises).  
Should the Customer accept an offer made by myMACO as part of away business, the Customer may withdraw from the contract within fourteen (14) days. The withdrawal period starts upon delivery of goods once the Customer, or a third party appointed by the Customer who is not a carrier, takes possession of the goods. In the event of provision of services, the withdrawal period starts upon conclusion of the contract (acceptance of offer). To exercise the right to withdraw, the Customer must inform myMACO about the decision to withdraw from this contract. The attached withdrawal form template can be used in this case. To maintain the right to withdraw, it suffices for the Customer to send notification to myMACO about their intention to exercise their right to withdraw prior to the expiry of the deadline specified in Section 3.1 of these GTC.
- 3.5. **Right to withdraw for goods deliveries and services:**  
If myMACO supplies the Customer with both goods and services, the provisions on goods deliveries apply in accordance with Section 3.2 of these GTC.
- 3.6. However, the Customer shall declare explicitly that, in the case of them using their right to withdraw within the 14 day period, they shall nevertheless pay all invoices for any services provided by myMACO in the meantime if the Customer explicitly wishes for myMACO to start working for the Customer before the end of the withdrawal period. The Customer shall further explicitly acknowledge that there is no right to withdraw for urgent repairs and/or maintenance work that are provided upon the Customer's explicit order.
- 3.7. If the Customer exercises their right to withdraw, myMACO shall confirm to the Customer receipt of the withdrawal notice in writing. In the event of the withdrawal being legitimate, myMACO shall pay the Customer any amounts received from the Customer, including delivery costs paid by the Customer (for goods deliveries), within fourteen (14) days from receipt of the withdrawal notice into the bank account disclosed by the Customer.
- 3.8. The Customer shall return or hand over to myMACO the goods immediately or no later than fourteen (14) days from the date on which the Customer informed myMACO about them exercising of their right to withdraw. The 14-day period shall be deemed to have been maintained if the goods are sent before the period has expired.
- 3.9. In the event of goods deliveries, myMACO may refuse to repay any funds until it has received the goods. The Customer shall pay the costs for returning the goods. The Customer shall pay any loss of value caused by damage to the consistency, functioning or other properties of the goods.
- 4. Scope of services, prices and invoicing**
- 4.1. The scope of services is specified in the respective offer made by myMACO.
- 4.2. If the Customer has ordered myMACO to deliver goods only, the Customer shall engage only qualified professionals for carrying out any related essential repairs, service and/or maintenance work in accordance with the assembly and operating instructions of the fittings manufacturer.
- 4.3. All prices are stated in euros and include statutory VAT plus any shipping costs. For goods deliveries, the packaging is included in the price. The prices valid on the date the offer is accepted shall apply.
- 4.4. Service, maintenance and/or repair services are invoiced on the basis of actual time worked plus travel, material and transport costs as well as small parts flat fees.



- 4.5. Invoices are based on the actual quantities, dimensions, weights and other information on the delivery or service.
- 4.6. myMACO explicitly reserves the right to invoice part deliveries and services.
- 4.7. If the delivery or service is planned for a date later than two months from the written acceptance of the offer, myMACO may adjust the price to account for changed raw materials and/or materials prices, wage and operating costs, freight and other cost factors. During the first two months from acceptance of the offer, myMACO shall not change the price unless this was explicitly negotiated with the Customer on an individual basis.

## 5. Due dates and payment conditions

- 5.1. Once the Customer has accepted the offer in writing, myMACO shall send the Customer an auditable invoice.
- 5.2. In the event of goods deliveries, invoices are due immediately upon receipt, net and in advance and payment shall be made via bank transfer or credit or debit card (Visa, Mastercard, Maestro). Once payment has been received by myMACO, the goods are dispatched by myMACO to the delivery address stated by the Customer.
- 5.3. In the event of maintenance, service and repair work invoices are payable immediately upon receipt in cash or via credit or debit card (Visa, Mastercard, Maestro)..
- 5.4. If goods and/or services have to be supplied immediately (e.g. safety-related components), myMACO shall send the invoice together with the goods and/or services supplied, as an exception. In such cases, invoices shall also be paid via bank transfer or credit or debit card immediately upon receipt.
- 5.5. myMACO explicitly reserves the right to exclude certain payment types in individual cases.
- 5.6. Consumers within the meaning of these GTC may offset amounts payable if the Customer's claims which the Customer wishes to offset refer to legally established counterclaims by myMACO arising from the same contract. Offsetting claims against counterclaims disputed by myMACO and not legally established are excluded for entrepreneurs within the meaning of these GTC. Customers shall only have the right to retain payment if the counterclaim is based on the same purchase agreement.

## 6. Payment default of the Customer

- 6.1. If the Customer defaults on payment of a partial or full invoice of myMACO, the latter may, according to the law, invoice all services provided immediately and demand immediate payment.
- 6.2. If the Customer continues to default on payment altogether or on time, myMACO may withdraw from the contract after granting a reasonable period of grace of at least 14 days.
- 6.3. If the Customer defaults on payment, myMACO may demand statutory default interest of 9% p.a., regardless of the right to withdraw from the contract.

## 7. Delivery conditions, delivery and service provision default by myMACO

- 7.1. Goods and services are exclusively supplied in Austria and/or Germany, Italy and Switzerland to the delivery address agreed with the Customer in advance and always within thirty (30) working days from receipt of payment at myMACO. In the cases stated in Section 5.4, goods are delivered upon receipt of the written order by the Customer within a maximum period of seven (7) working days. myMACO may also exceed this delivery period in individual cases. If the ordered goods are unavailable or if they cannot be delivered for reasons that are outside myMACO's scope of control, myMACO may withdraw from the contract without giving a period of grace.
- 7.2. myMACO may supply partial goods deliveries and/or services.
- 7.3. When dispatching the goods (via DPD), the risk of loss or damage of the goods is only transferred to the Customer once it has been handed over to the Customer or a third party appointed by the Customer. If the Customer concludes the contract with a carrier themselves without using the options proposed by myMACO, the risk is transferred as soon as the goods are handed over to the carrier.
- 7.4. When service, maintenance and repair work is provided, the Customer shall provide clear access to the location, adequate areas for resting items and uninterrupted working conditions. The Customer shall ensure that persons are present who are authorised to accept the services provided. Should it be impossible to provide the services for reasons that fall within the Customer's scope of control, myMACO shall not be deemed to have defaulted on the provision of its services.



- 7.5. The Customer further shall also accept deliveries or services supplied after the agreed supply date. Only if myMACO exceeds the supply date by more than four weeks, the Customer may withdraw from the contract in writing after granting a reasonable period of grace of at least 14 days for the parts of the delivery and/or service on which myMACO has defaulted.
- 7.6. myMACO shall also be relieved from the duty to supply goods and/or services if the delay is caused by uncontrollable events (within the meaning of Section 7.7). In such cases, myMACO shall not be held responsible for default for the duration of the effects of such event. Regardless of the right to withdraw, the Customer shall therefore not be entitled to assert compensation claims for the default on the supply of goods and/or services and resulting costs or other claims for damages.
- 7.7. An uncontrollable event within the meaning of Section 7.6 particularly occurs if it falls outside the scope of responsibility, and therefore outside the scope of control of myMACO. In addition to force majeure (e.g. floods, operational breakdowns, transport problems, etc.) and technical reasons, these are, in particular, all delays caused by one of the upstream suppliers of myMACO. myMACO shall notify the Customer of the occurrence of such event immediately and in writing. If one of the reasons for the default on the supply of goods and/or services continues for more than four weeks, both myMACO and the Customer may deduct the service affected by the default from the delivery and/or service or withdraw from the contract with regard to this part.

## 8. Retention of title

- 8.1. myMACO retains the title to the goods delivered until full payment has been received.
- 8.2. The goods delivered under retention of title by myMACO shall not be pledged or transferred as security to third parties without consent from myMACO. The Customer shall notify myMACO immediately about seizure of these goods by a third party.
- 8.3. The goods owned by myMACO may only be sold on if myMACO's retention of title regarding the goods is maintained. In the event of the goods owned by myMACO being sold on, the Customer shall assign all of their rights arising from this sale, such as, in particular, purchase price receivables, retention of title, etc., to myMACO already at the time the contract is concluded. Upon myMACO's request, the Customer shall transfer all of the documents regarding the sale to myMACO and invoice the outstanding receivables immediately. The retention of title shall not be affected by the recognition of balances.
- 8.4. The Customer shall properly store the goods delivered subject to retention of title and, if the Customer is an Entrepreneur within the meaning of these GTC, insure them sufficiently against all risks that are discernible during ordinary operations. In the event of payment default, myMACO may take possession of the goods, which does not relieve the Customer from their obligations arising from the purchase agreement, particularly the obligation to pay.
- 8.5. If myMACO asserts its right to retention of title, the goods shall be returned within five (5) days upon request.

## 9. Warranty

- 9.1. In the event of defects, the provisions of the statutory warranty shall apply. myMACO provides warranty for the explicitly stipulated and commonly expected properties in accordance with the offer and/or contract. Commonly expected properties shall be deemed to be the product characteristics specified by myMACO as well as properties that could be expected from the product if it is used properly as well as all relevant standards.
- 9.2. The warranty period for movable items and service work carried out on movable items is two years from the date of transfer and/or provision of service. The warranty period for service work carried out on immovable items is three years. Afterwards, the Customer may notify myMACO of a defect and/or assert their warranty claim within three months from the expiry of the warranty period.
- 9.3. If replacements or improvements are out of the question for myMACO due to them being impossible to implement, their costs being too high or it being unreasonable to expect myMACO to carry them out, the Customer is entitled to a price reduction and/or has the right to rescind the contract – in the case of major defects.
- 9.4. The enforcement of warranty claims requires that
- 9.4.1. there are no externally visible influences, such as the use of unsuitable consumables or cleaning agents and that the products are not applied and/or used in a rust-inducing environment,
  - 9.4.2. the Customer complies with all of the requirements regarding the treatment or assembly of the goods and also uses or stores the goods properly,



- 9.4.3. the Customer is able to prove that the maintenance work was carried out in accordance with the maintenance instructions and specifications by myMACO by presenting proof of maintenance (e.g. receipt, invoice, etc.) by a qualified professional,
- 9.4.4. the Entrepreneur within the meaning of these GTC notified myMACO properly and on time in accordance with Section 377 et seq. of the Austrian Commercial Code (Unternehmensgesetzbuch – UGB),
- 9.4.5. the Customer or third parties have not modified the goods,
- 9.4.6. the Customer did not repair the goods themselves and that the goods were properly installed by a qualified professional,
- 9.4.7. the defect is not caused by natural wear and tear,
- 9.4.8. the customer applies and/or uses myMACO's goods as specified and/or recommended by myMACO (e.g. with regard to size, weight, surface, etc.), or
- 9.4.9. only fittings, components, individual parts or similar products by myMACO are used when processing (e.g. installing, replacing) goods supplied by myMACO and that myMACO products are not combined with third-party fittings and/or components (including accessories) by other manufacturers.

## 10. Liability

- 10.1. myMACO assumes liability to the Customer only in cases of gross negligence and malicious intent. myMACO shall only be held liable if the Customer engaged a qualified professional to carry out all repairs, service and/or maintenance work and other services.
- 10.2. myMACO shall provide the Customer with all assembly, operating and maintenance instructions required for all of its products. These can be downloaded at [www.mymaco.eu](http://www.mymaco.eu). Despite being provided with extensive assembly, operating and maintenance instructions, the Customer shall ensure that all repairs, service and/or maintenance work and other services are provided exclusively by a qualified professional.

## 11. Returns, withdrawal by the Customer

- 11.1. Subject to the Consumers' statutory right to withdraw within the meaning of Section 3, delivered goods are generally excluded from being returned to myMACO.
- 11.2. In the event of a unjustified withdrawal by the Customer after accepting the offer from myMACO, the Customer shall carry the costs for the delivery and/or service as well as any road tolls and travel costs plus material and transport costs. If the products included in the goods delivery are special items and if the Customer withdraws from the contract illegitimately, they shall pay myMACO the costs for planning, developing and manufacturing these special items (plus costs for tools). This shall not affect any further-reaching claims for damages by myMACO.

## 12. Delayed acceptance of goods and services

If the Customer delays the acceptance of goods, myMACO may store the goods at the Customer's cost and risk, invoice the provision of the goods and/or services and set a payment date as agreed, or withdraw from the contract in writing after granting a reasonable period of grace of at least 14 days with regard to the part of the delivery and/or service that the Customer has delayed in accepting, or sell the goods otherwise once the 14-day period of grace has expired.

## 13. Data protection

myMACO exclusively collects, processes and stores personal data (name, address, email address, phone number, bank as well as credit and debit card details) in accordance with the provisions of applicable laws, such as the Data Protection Act (Datenschutzgesetz – DSG), General Data Protection Regulation (GDPR) and Telecommunications Act 2003 (Telekommunikationsgesetz 2003 – TKG 2003).

The data provided by the Customer is required for fulfilling the contract. myMACO's data privacy statement, together with further information on the type, scope and purpose of data processing, is available at <https://www.mymaco.eu>.



## Withdrawal form

**(Please complete and return this form if you wish to withdraw from the contract.)**

To (the Entrepreneur should enter their name, address, fax number – if applicable – and email address here)

I/we(\*) herewith withdraw from the contract concluded by me/us(\*) for the purchase of the following goods(\*) / provision of the following service(\*):

.....  
.....  
Ordered on (\*) / received on (\*): .....

Name of Consumer(s): .....

.....  
.....  
Address of Consumer(s): .....

.....  
.....  
Signature of Consumer(s) (only for printed versions)

Date: .....



Withdrawal form template in accordance with Annex I to the Federal Law Gazette (BGBl.) I 2014/33