

Terms and Conditions

1. Scope

- a.) Any relationship between the customer and Dunkelvolk Europe is exclusively subject to the terms and conditions of Dunkelvolk Europe starting on 1st of January 2021.
- b.) Except by written consent on the part of Dunkelvolk Europe the customer accepts the terms and conditions of Dunkelvolk Europe unconditionally as basis for business relation.

2. Contract completion

- a.) The customer's order is an offer. The purchase contract is only valid after the customer receives the shipping confirmation. The language of contract is German.
- b.) If any offered products are no longer available or out of stock, the customer will be informed immediately.
- c.) There is no right of withdrawal from the contract for used items.
- d.) Before returning of payment the item will be checked by Dunkelvolk Europe.
- e.) The customer pays the entire postal return costs.
- f.) If Dunkelvolk Europe sent a wrong or defective product, the shipping costs will be subsequently refunded within 14 days by the receipt of the good/s.
- g.) Product pictures are only reference s and don't need to be corresponding to the original product.
- h.) After the withdrawal comes into force, the payment made will be refunded within 14 days or credited in exchange for a new product.
- i.) If the offer on the website has an error in writing, calculation or printing Dunkelvolk Europe is entitled to withdraw from the contract.

3. Delivery

- a.) The delivery goes to the address provided by the customer using Österreichische Post. Delivery dates on the shipping confirmation and on the website are not binding and in certain cases they might take up to 14 days longer without the customer's right to cancel the contract. Acts of nature beyond control can also extend delivery times without the right to withdraw from the contract.

- b.) If the shipping address is incorrect or has changed or there is a refusal of acceptance or the shipment is undeliverable despite the notification by Österreichische Post, the customer must bear the costs of this non-executable delivery. Dunkelvolk Europe may withdraw from the contract in such a case.
- c.) In general, the risk passes to the customer when the delivery leaves our warehouse. If the goods are damaged, we kindly ask the customer to contact us immediately. If the delivery/packaging is obviously damaged, please note this on the confirmation receipt.

4. Payment Terms

- a.) The purchase price is due immediately when ordering. All prices are in Euros and include 20% VAT on the website. The prices are valid at the time of the order.
- b.) For late payment, default interests in the amount of 3,5 % per year will be charged.
- c.) The goods stay in the possession of Dunkelvolk Europe until they are fully paid.

5. Warranty

- a.) The warranty is 2 years and starts with the date of the acceptance of the goods and it does not cover normal wear and tear.
- b.) We grant warranty claims either through replacement, repair, compensation delivery or a reduction in price within a reasonable time.
- c.) Claims from the manufacturer's warranty statements are inadmissible against Dunkelvolk Europe.
- d.) Any kind of consequential damages, property damages and loss for third parties is excluded.

6. Liability

- a.) Compensation claims are excluded in cases of negligence.
- b.) Recourse claims for consequential loss and property damage to third parties are excluded.

7. Privacy Policy

- a.) Personal data are only collected in the course of ordering or registering for the newsletter. All data can be changed or deleted any time at personal account using the password. All data is just used to fulfill the contract and is not disclosed to third parties.
- b.) We use cookies, small files containing configuration information. They help to determine user preferences and to realize special user functions. We collect no personal information from cookies. All the features of the website can be used without cookies.

c.) This website uses Google Analytics, a web analytics service provided by Google Inc. ("Google"). Google Analytics uses "cookies", text files that are stored on your computer, to analyze the use of the website by you. The information gathered by the cookie about your use of this website (including your IP address) is sent to a Google server in the U.S. and stored there. Google will use this information to evaluate your use of the website, compiling reports on website activities for website operators and providing further website activities and internet related services. Google may also transfer this information to third parties if required by law or if third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by changing the settings on your browser. We would like to point out that in this case you might not be able to use all the features of the website. By using this website, you consent to the processing of data about you by Google in the manner described above and for the purpose mentioned before.

8. Jurisdiction and Applicable Law

a.) The Austrian law applies, so the applicability of the UN purchasing law is excluded.

b.) The contract language is German. As competent court between the contract partners only the court responsible for Dunkelvolk Europe in Vienna can take action.

9. Severability

a.) If any provisions of the contract between Dunkelvolk Europe and the customer, including these terms and conditions, become wholly or partly ineffective, or should there be a loophole here, the validity of the remaining provisions shall not be affected.