

General Terms and Conditions and Cancellation Policy (valid from 1. January 2024)

For reasons of linguistic simplification, gender is omitted where gender-neutral wording was not possible. In these cases, the masculine terms used include the feminine and diverse forms as well.

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I. General Terms and Conditions

1. Scope

- 1.1. These General Terms and Conditions (hereinafter referred to as “GTC”) of Natural Sources Trading GmbH (hereinafter referred to as “Seller”) apply to all contracts that a consumer (hereinafter referred to as “Customer”) concludes with the Seller in connection with goods and/or services presented in the Seller’s online shop.

These terms and conditions apply exclusively. The inclusion of own terms and conditions of the customer is hereby rejected, unless otherwise agreed.

The goods and/or services displayed in the online shop are sold exclusively to consumers and only in commercial quantities..

- 1.2. Consumer within the meaning of these General Terms and Conditions is any natural person who enters into a legal transaction for a purpose which is predominantly not

attributable to his commercial or independent professional activity. The distinction between consumer and entrepreneur is made in the sense of the Austrian Consumer Protection Act (KSchG).

- 1.3. These terms and conditions apply to all orders; in writing (by mail or post), by telephone, personal orders on site at the company location in 3451 Pixendorf, or at a trade fair stand where the seller presents himself or in his online shop. Each of these orders is accepted by the Seller. You will receive an electronic order confirmation from the seller. Past orders (online shop) can be viewed by the customer in his customer account.

2. Contractors

The purchase contract is concluded with Natural Sources Trading GmbH, Getreidegasse 31, 3451 Pixendorf, FN 589395 h, company register regional court St. Pölten.

3. Conclusion of the contract

- 3.1. All offers made by the seller are non-binding. In particular, the presentation of the goods in the webshop does not constitute a binding offer of the seller. They shall be regarded merely as an invitation to tender. Illustrations and drawings are only considered approximate values, unless these have been explicitly stated as a binding fixed value for the respective product. Minor and objectively justified changes are accepted by the customer.
- 3.2. The ordering process takes place in the following steps:
 - selection of the desired goods;
 - Entering personal data for the order in the webshop (first name, last name, street, house number, zip code, city, country, e-mail address);
 - Accept the terms and conditions that can be accessed and saved by clicking on the respective checkbox;
 - Displaying the pre-contractual information for consumers (§ 4 para. 1, Austrian Distance Selling Act), unless it is already visible with the product;
 - choice of shipping method and method of payment;
 - Checking the information in the shopping cart;
 - Confirmation by clicking on the button “order subject to payment”;
 - re-examination and, if necessary, correction of the data entered,
 - binding sending of the order;
- 3.3. By placing an order in the webshop, the customer declares its binding offer to conclude a purchase contract for the goods included in the shopping cart. By submitting the order, the customer acknowledges the pre-contractual information for consumers and the GTC as being solely relevant for the legal relationship with the seller. The offer made by the customer to the seller in this way only becomes binding for the seller upon its acceptance.
- 3.4. The Seller shall immediately confirm receipt of the customer's order. ("Order Confirmation") This confirmation serves the customer only as proof of the successful receipt of the order and does not in itself constitute acceptance of the order.
- 3.5. The Seller is entitled to refuse or accept the order within a reasonable period of up to 3 working days, e. g. after checking the creditworthiness of the customer or checking whether the goods are available (in sufficient quantity).

- 3.6. The acceptance takes place at different times in different forms depending on the chosen payment method:
- By sending an order confirmation by . . . (e. g. e-mail), whereby the time of receipt of the order confirmation by the customer is decisive.
 - By sending the ordered goods to the customer, whereby a shipping confirmation is to be understood as an order confirmation. If a separate shipping confirmation is not sent to the customer, the receipt of the goods by the customer is decisive.
 - By sending the order confirmation asking the customer to pay, which is the case in particular for the chosen payment methods: credit card payment, bank direct debit, or any other instant payment method.
- 3.7. The text of the contract as well as the order details of the customer are stored by the seller. Upon completion of the order placed by the customer, the customer receives an order confirmation containing all details of the order. It is also possible to print out the contract text via the print function of the browser. The order data of the customer can also be found separately in the e-mail sent to the customer. In addition, the seller shall send the terms of the contract to the Customer at any time upon request by e-mail.
- 3.8. Before submitting the order, the customer has the opportunity to correct his entries at any time. The customer can make corrections directly on the individual offer pages in the existing input fields. It is also possible to update the products or delete individual products in the virtual shopping cart. All of these correction options are available to you until you submit a binding offer using the “PAYABLE ORDER” button.

4. Right of withdrawal

- 4.1. If you are a consumer (i. e. a natural person placing an order for a purpose that cannot be attributed to your commercial or independent professional activity), you have a right of withdrawal in accordance with the statutory provisions.
- 4.2. If you as a consumer, make use of your right of withdrawal according to section 4. 1, you must bear the regular costs of returning the goods.
- 4.3. In addition, the provisions set out in Section **II Right of withdrawal. of withdrawal of the consumer according to the Austrian Distance Selling Act.**

5. Prices and shipping costs

- 5.1. All prices are inclusive of the statutory VAT without shipping costs and are valid in EURO at the time of the order. The price displayed before the completion of the order process is binding.
- 5.2. We ship within Austria as well as to Germany, Switzerland, Belgium, Denmark, Finland, France, Italy, Croatia, Luxembourg, Netherlands, Sweden, Spain, Czech Republic and Hungary.
- 5.3. Shipping costs throughout Austria are EUR 4.70 and EUR 9,50 to Germany, Switzerland, Belgium, Denmark, Finland, France, Italy, Croatia, Luxembourg, Netherlands, Sweden, Spain, Czech Republic and Hungary.
- 5.4. Shipping costs are displayed in the shopping cart system before completing the order process.
- 5.5. Delivery to the other countries of the European Union is possible after prior agreement with the seller. The shipping costs depend on the actual effort for the seller.

6. Availability and delivery time

- 6.1. If one or more of the goods ordered by the customer are no longer available at the time of the order, the order cannot be fulfilled in full by the seller. The Seller reserves the right to partially execute or reject the order in such a case. The customer will be informed of this by e-mail immediately.
- 6.2. If the ordered goods are in stock, the time until delivery to the address specified by the customer in normal business transaction is approximately 3 to 5 working days after receipt of the order by the seller and full payment by the customer.

7. Payment

Payment can be made by credit card or immediate transfer. Delivery by cash on delivery is not possible.

VISA or MasterCard are accepted. The seller checks the validity of the credit card, the coverage of the purchase amount and the correctness of the address details. The invoice amount will be debited to the customer's account or credit card. Shipment takes place only after receipt of full payment.

8. Retention of title

The delivered goods remain the property of the seller until full payment has been made.

9. Applicable law/jurisdiction

For all disputes arising from this contract, including the validity of the contract itself, Austrian law shall apply to the exclusion of the reference norms and the UN Sales Law.

This shall be without prejudice to mandatory provisions in respect of consumers which grant them the right to the law of the State in which they have their habitual residence.

10. Conciliation body/dispute settlement

The seller, Natural Sources Trading GmbH, Getreidegasse 31, 3451 Pixendorf, Austria, submits to consumers an alternative dispute resolution procedure at the Internet Ombudsman, 1050 Wien, Margaretenstraße 70/2/10, , www.ombudsstelle.at.

The European Commission provides a platform for out-of-court online dispute resolution (ODR platform) available at ec.europa.eu/odr

Consumers are asked to check the goods on delivery for completeness, obvious defects and transport damage and to notify the seller as soon as possible. Failure by the customer to comply with this does not affect his statutory warranty claims.

11. Liability for links

The seller's offer contains links to external websites of third parties, over whose content the seller has no influence. Therefore, the seller cannot assume any liability for these third-party contents. The respective provider or operator of the linked pages is always responsible for the content of the linked pages. The linked pages were checked for possible legal violations at the time of linking. Illegal content was not recognizable at the time of linking. However, a permanent control of the content of the linked pages is unreasonable without concrete indications of a violation of the law. Upon becoming aware of legal infringements, the seller shall immediately remove such links.

12. Copyright

The contents and works created by the site operators on these pages are subject to Austrian copyright law. Reproduction, processing, distribution and any kind of exploitation outside

the limits of copyright law require the written consent of the respective author or creator. Downloads and copies of these pages are only permitted for private use. Insofar as the content on these pages has not been created by the operator, the copyrights of third parties are respected. In particular, third-party content is marked as such. Should you nevertheless become aware of a copyright infringement, please notify us accordingly. Upon becoming aware of legal infringements, such content will be removed immediately.

13. Image rights

All image rights belong to Natural Sources Trading GmbH or its partners. Use without express consent is not permitted.

14. Provider identification

Natural Sources Trading GmbH, Getreidegasse 31, 3451 Pixendorf, Austria

Company register number:	FN 589395 h
Register Court:	Landesgericht St. Pölten
Value Added Tax ID:	ATU78573214
Legal form:	Gesellschaft mit beschränkter Haftung (GmbH)
Registered office:	Michelhausen

II. RIGHT OF WITHDRAWAL OF THE CONSUMER ACCORDING TO THE AUSTRIAN DISTANCE SELLING ACT

1. You have the **right to withdraw** from this contract within fourteen days **without giving any reasons**.
2. The **withdrawal period** is **fourteen days** from the date on which you or a third party named by you, other than the carrier, **took possession of the goods**. In the case of a contract for several goods ordered in a single order but delivered separately or ordered in several orders and delivered together, from the date on which you or a third party named by you, other than the carrier, took possession of the last goods.
3. In order to exercise your right of withdrawal, you must inform us (Natural Sources Trading GmbH, Getreidegasse 31, 3451 Pixendorf, Austria) of your decision to withdraw from this contract by means of a clear statement (e. g. a letter sent by post or e-mail). You may use the attached model withdrawal form, which is not mandatory.
4. In order to comply with the withdrawal period, it is sufficient that you send the notification about the exercise of the right of withdrawal before the withdrawal period expires.

5. Consequences of resignation

If you withdraw from this contract,

- i) we shall reimburse all **payments** received from you, including the delivery costs (with the exception of the additional costs resulting from your choice of a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you; under no circumstances will you be charged any fees for this repayment. We may refuse the refund until we have received the goods back or until you have provided proof that you have sent the goods back, whichever is the earlier.
- ii) you must return or hand over the goods to us immediately and in any event no later than fourteen days from the day on which you notify us of your withdrawal from this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You bear the direct costs of returning the goods. In case of non-free return, the costs will be deducted from the refundable purchase price. You only must pay for any loss in value of the goods if this loss in value is due to handling of the goods which is not necessary to check the nature, properties and functioning of the goods.

6. The **right of withdrawal does not exist** in the case of delivery of

- goods manufactured to **customer specifications** or clearly tailored to personal needs;

Model withdrawal form

(If you wish to withdraw from the contract, you can also complete and return this form.)

*Natural Sources Trading GmbH
Getreidegasse 31
3451 Pixendorf
Austria
office@pako-fashion.com*

- _____
- _____
- _____
- _____

I/we hereby declare (*) the withdrawal from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*) _____

Name of consumer(s) _____

Address of consumer(s) _____

Signature of consumer(s) (only for paper communication) _____

Date _____

(*) delete as appropriate