

# GENERAL TERMS AND CONDITIONS FOR myLEWITT

Status: May 2021

myLEWITT enables you, as a registered user, to take part in audio & educational related activities. The service is free of charge and offers the following functionalities:

- Taking part in the LEWITT music challenge
- Downloading multitrack recordings
- Personalized content

LEWITT reserves the right to terminate the use of this website or individual parts thereof by individual users at any time and without prior warning, and to cancel, in whole or in part, their registration for the myLEWITT service, insofar as this is necessary for justified reasons such as violations of legal obligations or the Terms of Use.

## **Registration information:**

To be able to use myLEWITT, we require your email address.

Please note that we cannot accept any liability if our email notifications are identified as “spam” by your provider or your local PC and cannot be delivered correctly unless this was caused by our gross negligence or willful intent.

If the personal information provided by you during registration is changed, we ask you to update the information online.

The user is solely responsible for keeping his or her password safe. LEWITT accepts no liability arising from the misuse of the password unless this was caused by our gross negligence or willful intent.

We process your personal data for the purpose of conducting our business activities and for marketing purposes. You can find further information at <https://www.lewitt-audio.com/about/privacy>  
By participating in the LEWITT music challenge, you accept the terms and conditions of the music challenge: <https://www.lewitt-audio.com/blog/terms-and-conditions-lewitt-music-challenge-feat-spitting-ibex>

# GENERAL TERMS AND CONDITIONS FOR THE LEWITT WEBSHOP

Status: January 2022

## 1 Basic information

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1.1 Welcome to the webshop of

LEWITT Vienna GmbH, Schanzstraße 14, 1150 Vienna, Austria, commercial register number: FN 483403m (commercial register court: Vienna Commercial Court), telephone: +43 (1) 904 35 45, e-mail: [support@lewitt-audio.com](mailto:support@lewitt-audio.com), UID number: ATU 73231246, Competent supervisory authority Magistratisches Bezirksamt, 6th & 7th district, Chamber affiliation: Vienna Chamber of Commerce, Applicable trade regulations: Gewerbeordnung (short "GewO"), available under this link, whereby LEWITT GmbH is called "LEWITT" or "we" or "us" for short.

1.2 These GTCs govern your (also referred to as "customer") and LEWITT's contractual rights and obligations that arise from your use of the LEWITT webshop, your order and/or the conclusion of one or more purchase contracts via the LEWITT webshop.

1.3 If you use the LEWITT webshop or place an order via the LEWITT webshop, you accept these terms and conditions in the version that is valid at the time of your order. You can view, print and/or save the GTC at any time via a link on the homepage of [www.lewitt-audio.com/](http://www.lewitt-audio.com/). Since these terms and conditions may change at any time without prior notice, we recommend that you read these terms and conditions each time you use the website or place an order.

## **2 Who can order in the LEWITT webshop**

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2.1 The LEWITT webshop is open to both companies and consumers as defined in § 1 of the Austrian Consumer Protection Act (KSchG).

2.2 An "entrepreneur" is someone for whom the business is part of the operation of his enterprise, whereby an enterprise is any permanent organization of independent economic activity, even if it may not be profit-oriented, and legal persons under public law are always considered entrepreneurs by law.

2.3 A "Consumer" is, on the one hand, someone to whom this does not apply and, on the other hand, a natural person who enters into a legal transaction - such as the purchase of goods via the LEWITT web store - prior to the commencement of operations of his business in order to create the conditions for this.

2.4 In these GTC you will find individual provisions that apply either only to consumers or only to entrepreneurs. We have marked such provisions with "Only for consumers:" or "Only for entrepreneurs:". If a provision of these GTC does not bear such a marking, then it applies equally to entrepreneurs and consumers.

2.5 If you place an order via the LEWITT webshop, you expressly declare that you are of legal age (= older than 18 years). LEWITT reserves the right that the deliverer will only hand over the goods after the age check has been completed and only to the buyer in person.

2.6 If you are not of legal age or do not wish to accept these terms and conditions, please do not place an order via the LEWITT webshop. Otherwise, LEWITT reserves the right to refuse orders already placed or to cancel such orders. In any case, you shall indemnify LEWITT in this respect.

2.7 You also expressly declare to use the LEWITT webshop and the corresponding website only within the scope of the intended use. Any legally abusive use of the LEWITT webshop or website, such as unauthorised manipulation, hacking or "Denial of Service" attacks, incorrect indication(s) of data, unauthorised use of third party data, etc., may render you liable to pay damages to LEWITT and may also result in further civil and/or criminal prosecution.

## **3 Delivery area & contract language**

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3.1 The LEWITT webshop currently delivers exclusively to delivery addresses within the following countries: Belgium, Bulgaria, Germany, Denmark, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Cyprus

3.2 You can place orders in the following languages and conclude contracts with LEWITT in the following languages: German, English

## **4 Accepted means of payment, maturity of the purchase price, retention of title, interest on arrears, prohibition of set-off and exclusion of rights of retention**

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4.1 Currently, the LEWITT webshop only accepts payment by the following methods of payment: Visa, Mastercard, Maestro, Paypal Express, eps-Überweisung, Klarna Sofort bezahlen. If you are redirected to the website of a payment service provider as part of the payment transaction, the transactions there are solely within the payment service provider's sphere of influence and responsibility or within the sphere of influence and responsibility of the provider of the payment instruments and LEWITT cannot accept any responsibility for them.

4.2 The purchase price is due upon acceptance of your order by LEWITT. This shall also apply to partial deliveries, where the purchase price shall be paid for the respective partial quantities delivered.

## **5 Order process and conclusion of the sales contract**

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5.1 The purchase agreement between you and LEWITT shall only be concluded once LEWITT has accepted your offer. LEWITT will accept your offer by sending you a shipping confirmation to the e-mail address you provided to LEWITT when placing your order. As soon as LEWITT sends this confirmation of dispatch to the e-mail address you provided, the purchase agreement is concluded.

5.2 LEWITT cannot guarantee the availability of all goods displayed in the LEWITT webshop. If, after receipt of your order, it should turn out that an item you have ordered is temporarily out of stock or otherwise unavailable, LEWITT will inform you of this by e-mail and no sales contract will be concluded in this respect.

## 6 Prices

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6.1 The purchase agreement shall be concluded with the price in the currency displayed in the webshop that was stated and valid on the day of your offer in the LEWITT webshop. The prices stated in catalogs, brochures, price lists, etc. are - unless expressly stated otherwise in individual cases - always non-binding and only to be qualified as an invitation to you to submit a corresponding offer to LEWITT to conclude a sales contract.

6.2 The price is composed of the order value, the shipping costs and the applicable value added tax. The offered prices of the goods are therefore gross prices and include all statutory taxes and duties.

6.3 Deliveries outside of Austria may be subject to additional customs duties and/or charges, including any import or export duties and any excise taxes, which may lead to a change in the gross prices offered. Such customs duties and/or charges shall be borne by the Buyer in the respective statutory amount. Furthermore, deliveries outside of Austria can only be made if there are no legal or disproportionate logistical obstacles to the delivery.

## 7 Account, password and their security

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7.1 In order to place an order via the LEWITT webshop, you may (i.e. if the webshop offers this function) also create a complete account, so that you can log in to this account and have your essential data (e.g. name, delivery address, billing address) pre-filled in the LEWITT webshop for future orders. However, you do not have to create a complete account with your data in order to place an order; you can also do this as a so-called "guest" - and therefore without an account - in which case you will have to enter all your data required to process and execute your order(s) each time.

7.2 Please keep your log-in data together with your password carefully and securely. You may not share your login data or just your password with anybody else. If you do so, you are responsible for all orders placed with us as if you had placed them yourself.

## 8 Shipping, shipping costs, invoice and shipping verification

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8.1 The delivery of the purchased product(s) shall be made exclusively from the LEWITT shipping warehouse as the place of performance to the delivery address provided to you.

8.2 For entrepreneurs only: With the handover of the goods to a carrier, the risk is completely transferred to you.

For consumers only: The risk is transferred to you as soon as you or a third party named by you acquires possession of the goods who is not the carrier of the goods.

8.3 The goods purchased by you are generally transported with the following transport service provider(s): TNT, DPD. Delivery can be made on any working day (Monday to Friday) during normal business hours; depending on your delivery address, delivery can also be made on Saturdays. The delivery time when using standard shipping is usually 1 to 3 business days (Saturday is not a business day); however, it generally depends on the delivery address you specify. If you are not at the delivery address at the time of delivery, the following applies: After the unsuccessful delivery attempt, the transport service provider will inform you about the unsuccessful delivery attempt and you can

pick up your delivery at the responsible pickup location (e.g. post office or parcel store) within a period of time to be determined by the transport service provider.

8.4 The shipping costs depend on the order quantity as well as the place of delivery, and the concrete shipping costs will be displayed separately from the prices of the goods by the button "Pay now" in the context of your order placement before submitting your order.

8.5 You will receive the respective invoice from LEWITT by e-mail to the e-mail address you provided during the ordering process.

8.6 For entrepreneurs only: You shall immediately inspect all delivered goods for any defects and notify LEWITT of any defect that you have discovered or should have discovered in the normal course of business after delivery by inspection within a reasonable period of time, but no later than 3 working days. If you fail to notify LEWITT within this period, all warranty claims, compensation for damages due to the defect itself, as well as from an error regarding the goods being free of defects, are excluded. If a defect only becomes apparent at a later date, you must also notify LEWITT of it within the above-mentioned period; otherwise your above-mentioned claims are also excluded. For consumers only: In order to process your purchase as flawlessly and quickly as possible, you are requested to open each of your deliveries immediately upon receipt and to check them for completeness and possible damage. LEWITT would be grateful if you would address any complaints to the LEWITT support team at [support@lewitt-audio.com](mailto:support@lewitt-audio.com) as soon as possible. This is purely a request from LEWITT; your statutory warranty rights (see point 9, below) remain unaffected.

## 9 Warranty

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9.1 For entrepreneurs only: The warranty period is six months. If a defect arises within the warranty period, you must prove that the defect was already present at the time of delivery. On the day of acceptance of the successful rectification of a defect, the above periods shall begin to run anew for the relevant parts of the service. The extrajudicial notification of a defect does not extend the period for the judicial assertion of all claims related to the notified defect. In the course of the warranty, you are entitled to the rights according to § 932 ABGB.

9.2 For consumers only: You have statutory warranty rights, which are standardized in § 923 to § 933b of the Austrian General Civil Code (ABGB). Any (manufacturer's) warranty, i.e. a contractual agreement on warranty services, can be used in addition to your legal warranty rights if appropriate warranty services have been agreed. Contractual guarantees therefore do not affect your statutory warranty rights.

9.3 The product illustrations in the LEWITT web store do not always have to correspond to the appearance of the goods actually delivered. Especially when new products are added to the product range, changes in the appearance as well as in the equipment of the goods may occur. Your warranty rights do not apply if the goods are otherwise in accordance with their description and such minor changes are therefore reasonable for you.

## 10 Limitation of liability

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10.1 The liability of LEWITT shall be excluded in all cases of slight negligence (except for personal injury and under the German Product Liability Act ("PHG")).

10.2 For entrepreneurs only: The application of § 1298 ABGB (reversal of the burden of proof regarding questions of fault) is excluded.

# 11 Only for consumers: withdrawal from the contract

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11.1 This entire point 11. applies only to consumers. As a consumer within the meaning of the Consumer Protection Act (KSchG) (see point 2., above), you have the legal right to withdraw from any purchase contract from the LEWITT webshop within fourteen days without giving reasons. If you have ordered several goods in combination for a lump sum price, you may only exercise your right of withdrawal with respect to the entire combination of goods.

11.2 Your fortnightly withdrawal period begins

11.2.1 On the day on which you or a third party designated by you, not acting as carrier, acquire possession of the goods,

11.2.2 If you have ordered several goods under a single order which are delivered separately, the date on which you or a third party designated by you and not acting as carrier takes possession of the last delivered goods,

11.2.3 In the event of delivery of goods in several partial consignments, on the day on which you or a third party named by you and not acting as carrier obtain possession of the last partial consignment.

11.3 If you wish to withdraw from a purchase contract, you must inform LEWITT of your decision to withdraw from the contract by means of a clear statement (e.g. by letter or e-mail). You may also use the sample withdrawal form attached to these terms and conditions without being obligated to do so. You can submit your declaration of withdrawal to LEWITT to LEWITT's contact details, which are also listed in section 1.1 above.

11.4 The day on which your declaration of withdrawal is accepted is not included in the deadline. Saturdays, Sundays and public holidays are included in the calculation of the period. To meet the deadline, it is sufficient to send your unambiguous declaration in due time.

11.5 In the event that LEWITT has not complied with the information obligations regarding your right of rescission pursuant to the Austrian Consumer Protection Act (KSchG) and/or pursuant to the Austrian Act on Distance and Away Transactions ("FAGG"), the fourteen-day period for exercising your right of rescission shall be extended to twelve months from the above-mentioned dates. However, if LEWITT should (belatedly) comply with its information obligations within this extended period, the fourteen-day withdrawal period shall begin to run from the time LEWITT provides you with the required information; in this case, the twelve-month period shall therefore no longer apply.

11.6 If you have exercised your right of withdrawal, you must return the affected product(s) to LEWITT immediately and in any case within fourteen days after you have informed LEWITT of your withdrawal. To do so, please contact our technical support at the following e-mail address: [support@lewitt-audio.com](mailto:support@lewitt-audio.com). LEWITT will then inform you of the return address as soon as possible, since this depends on your place of delivery, especially since the place of delivery depends on it. The cost and risk of returning the goods shall be borne by you.

11.7 All goods returned to LEWITT in this manner must be in the same condition and packaging as when you received them. You may open the product packaging for inspection and verification purposes, but all returned goods must be undamaged and properly packaged. If you have damaged and/or improperly packaged any goods, LEWITT shall be entitled to compensation for the resulting reduction in the market value of the goods, unless such reduction in value is due to handling of the goods and/or packaging that is necessary to check the condition and/or properties of the goods and/or the appropriate functioning of the goods.

11.8 LEWITT will refund the payments due to you for return shipments including shipping costs (except for additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by LEWITT) as soon as possible and no later than fourteen days after receipt of your notice of withdrawal by LEWITT. For this refund, LEWITT shall use the same means of payment that you used for your payment. LEWITT will not charge you for the refund. If you return only part of a purchase, you will only be entitled to a proportionate refund. However, if you have ordered several goods in combination for a lump sum price, you may only exercise your right of withdrawal with respect to the entire combination of goods. LEWITT reserves the right to refuse a refund until the return shipment has been received or until you have provided LEWITT with proof of return of the goods, whichever is earlier.

11.9 If you no longer have a right of withdrawal (e.g. after expiry of your withdrawal period) and you still exercise your no longer existing right of withdrawal, you must bear the costs of returning the goods and sending them to you again, and the purchase contract remains unaffected.

## 12 For consumers only: Alternative Dispute Resolution

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12.1 This entire point 12. applies only to consumers.

12.1 The EU Commission has provided an online platform for online dispute resolution under the following link: <http://ec.europa.eu/consumers/odr/>.

12.2 According to § 19 para. 3 of the Austrian Alternative Dispute Resolution Act ("ASStG"), LEWITT shall notify a consumer on paper or another durable data carrier of the competent authority (in short "AS authority") for alternative dispute resolution if LEWITT is unable to reach an agreement with the consumer in a dispute. LEWITT shall also indicate whether LEWITT will participate in such proceedings. The competent AS bodies are the Internet Ombudsman, <http://verbraucherschlichtung.or.at>, and the Arbitration Board for Consumer Business, <http://verbraucherschlichtung.or.at>.

12.3 LEWITT shall not be obligated to participate in any alternative dispute resolution procedure and LEWITT shall not participate in such procedures.

## 13 Final provisions, choice of law and place of jurisdiction

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13.1 Only these General Terms and Conditions shall apply. Your own general terms and conditions and your own other contractual conditions are expressly and completely excluded. This shall apply in particular even if (i) you have informed LEWITT of such terms and conditions, (ii) you have provided LEWITT with such terms and conditions in any manner whatsoever, (iii) LEWITT provides or fulfils any services or obligations under a contract with knowledge of your terms and conditions, or (iv) your terms and conditions appear in your communications or are otherwise stated and are not contradicted by LEWITT.

13.2 Should individual provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be



replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective which the parties to the contract had pursued with the invalid or unenforceable provision. The above provisions shall also apply accordingly in the event that the GTC prove to be incomplete.

13.3 The contractual relationship between you and LEWITT shall be governed exclusively by Austrian law, excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods. Consumers only: This choice of law shall not affect more favourable provisions of your habitual country of residence.

13.3 For entrepreneurs only: The exclusive place of jurisdiction shall be the court that is competent for the first district of Vienna, whereby LEWITT shall, however, be entitled at any time to take legal action against you at any court that is competent for you both factually and locally.