



***General terms and conditions (GTC)***  
***Private Clients (B2C)***

*Version 001*  
*190908*

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## §1 Scope

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(1) The General Terms and Conditions (hereinafter "GTC") of W2 Polymer GmbH (hereinafter "W2P") apply to all contracts for the delivery of goods and services concluded by a consumer (hereinafter "customer") with W2P with regard to the goods / services presented by W2P in its online shop.

(2) Consumer in the sense of these General Terms and Conditions is any natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor his self-employed professional activity.

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## §2 Conclusion of contract

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(1) The product descriptions contained in W2P's online shop do not represent binding offers on the part of W2P, but serve for the submission of a binding offer by the customer.

(2) The customer can submit the offer via the online order form integrated into the W2P online shop. After placing the selected goods in the virtual shopping cart and completing the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping cart by clicking the button that concludes the ordering process. The customer may also submit the offer to the seller by telephone, fax, e-mail, post or online contact form.

(3) W2P can accept the customer's offer within five days by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by the customer is decisive, or by delivering the ordered goods to the customer, whereby the receipt of the goods by the customer is decisive, or by requesting payment from the customer after placing his order. If several of the aforementioned alternatives exist, the contract is concluded at the point in time at which one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day after the dispatch of the offer by the customer and ends with the expiry of the fifth day following the dispatch of the offer. If W2P does not accept the customer's offer within the aforementioned period, this shall be deemed a rejection of the offer with the consequence that the customer is no longer bound by his declaration of intent.

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## §3 Payment methods & conditions

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(1) The payment option(s) will be communicated to the customer in the online shop of W2P.

(2) If prepayment by bank transfer is agreed, payment is due immediately after conclusion of the contract, unless the parties have agreed a later due date. The purchase price shall be transferred to the following account upon receipt of the invoice:

**W2 Polymer GmbH**

Steiermärkische Sparkasse

IBAN: AT33 2081 5000 4188 6664

BIC: STSPAT2GXXX

(3) If payment is made by a payment method offered by PayPal, the payment shall be processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal Terms of Use, available at:

<https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>

or if the customer does not have a PayPal account, under the terms and conditions for payments without a PayPal account, available at:

<https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>

When selecting the payment method "PayPal invoice", the seller assigns his payment claim to PayPal. Before accepting the seller's declaration of assignment, PayPal will carry out a credit check using the customer data provided. The seller reserves the right to refuse the customer the payment method "PayPal invoice" in case of a negative check result. If the payment method "PayPal Invoice" is permitted by PayPal, the Customer shall pay the invoice amount to PayPal within 30 days of receipt of the goods, unless PayPal specifies a different payment term. In this case he can only pay to PayPal with debt discharging effect. However, even in the case of assignment of the claim, the seller remains responsible for general customer enquiries, e.g. regarding the goods, delivery time, dispatch, returns, complaints, declarations of revocation and revocation or credit notes. In addition, the General Terms of Use for the use of the PayPal invoice purchase, which can be viewed at:

<https://www.paypal.com/de/webapps/mpp/ua/pui-terms>, shall apply.

When selecting the "PayPal Direct Debit" payment method, PayPal collects the invoice amount from the customer's bank account on behalf of the seller after a SEPA Direct Debit Mandate has been issued, but not before the expiry of the deadline for the preliminary information. Pre-notification is any communication (e.g. invoice, policy, contract) to the Customer announcing a debit by SEPA Direct Debit. If the Direct Debit is not honoured due to insufficient funds in the account or due to the provision of incorrect bank details, or if the Customer objects to the Direct Debit although he is not entitled to do so, the Customer shall bear the fees arising from the reversal of the respective credit institution if he is responsible for this.

(4) If the Buyer chooses a payment method offered by Stripe, the payment shall be processed by the payment service provider Stripe, Inc. 185 Berry Street, Suite 550 San Francisco, CA 94107 (hereinafter referred to as "Stripe"), subject to the Stripe Terms of Use: <https://stripe.com/de/legal>

(5) If the buyer chooses a payment method offered by Klarna, the payment will be processed by the payment service provider Klarna Bank AB (publ). Sveavägen 46, 111 34 Stockholm (hereinafter referred to as "Klarna"), subject to the Klarna Terms of Use. In order to use the free and TÜV-certified payment method of Sofortüberweisung (Klarna), you need a bank account with eBanking function, account number, online banking PIN and TAN.

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## §4 Delivery and shipping conditions

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(1) The delivery of goods shall be effected by dispatch to the delivery address specified by the customer, unless otherwise agreed.

(2) The delivery of services in the form of reports or test results shall be made to the email address provided by the customer with the order.

(3) If the carrier returns the goods to the seller because it was not possible to deliver them to the customer, the customer shall bear the costs of the unsuccessful shipment. This does not apply if the customer effectively exercises his right of withdrawal, if he is not responsible for the circumstance that led to the impossibility of delivery, or if he was temporarily prevented from accepting the service offered, unless W2P had announced the service to him a reasonable time in advance.

(4) In the case of collection by the customer, the seller shall first inform the customer by e-mail that the goods ordered by him are ready for collection. Upon receipt of this e-mail, the customer may collect the goods from the seller's registered office after consultation with the seller. In this case no shipping costs will be charged.

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## §5 Retention of title

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(1) If W2P makes an advance delivery, it reserves ownership of the delivered goods until the purchase price owed has been paid in full..

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## §6 Warranty

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(1) If the purchased item is defective, the provisions of the statutory warranty shall apply.

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## §7 Applicable law

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(1) The contracts concluded with the inclusion of these General Terms and Conditions are subject to Austrian law. This choice of law shall only apply insofar as mandatory provisions of the law of the country in which the consumer has his habitual residence do not conflict. Graz shall be the place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions.

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## §8 Resignation / Revocation

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(1) Dienstleistungen (zum Beispiel Test your print) sind vom Rücktritts-/Widerrufsrecht ausgenommen, da diese Dienstleistungen spezifisch für jeden einzelnen Kunden erstellt werden.

2) For products other than the Services, you have the right to resignation / revocation from this Agreement within fourteen days without giving reasons.

The resignation / revocation period shall be fourteen days from the date on which you or a third party other than the carrier designated by you have taken possession of the goods.

To exercise your right of resignation / revocation, you must contact us,

**W2 Polymer GmbH**

Schrems 100

A-8130 Frohnleiten

[widerruf@w2polymer.com](mailto:widerruf@w2polymer.com)

with a clear statement (e.g. a letter or e-mail sent by post) of your decision to resignate / revoke from this Agreement. You can use the attached sample revocation form (see next page), which is not mandatory.

(3) Consequences of revocation

If you revoke this Agreement, we shall reimburse you immediately and no later than fourteen days from the date on which we received notice of your revocation of this Agreement for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the

cheapest standard delivery offered by us). We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund.

We may refuse to refund until we have received the Goods back or until you have provided evidence that you have returned the Goods, whichever is earlier.

You shall return the goods to us immediately and in any event no later than fourteen days after the day on which you notify us of the revocation of this Agreement.

This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.

**You have to pay the costs of returning the goods.**

You shall only be liable for any loss in value of the goods if such loss in value is due to handling of the goods which is not necessary to examine their condition, properties and functionality.

**(3) Cancellation form**

(If you want to cancel the contract, please fill in this form and send it back)

To: W2 Polymer GmbH  
Schrems 100  
A-8130 Frohnleiten

widerruf@w2polymer.com

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following services (\*)

-Ordered on (\*)/received on:

----- (\*)

-Name of the consumer(s):

----- (\*)

-Address of the consumer(s):

----- (\*)

-Signature of the consumer(s) (only for paper communication):

----- (\*)

-Date:

----- (\*)

(\*) Delete as appropriate.