



Julius Meinl

AM GRABEN

GENERAL TERMS AND CONDITIONS

of JULIUS MEINL am Graben GmbH
for ordering at Meinl's Online Store

(last update: 28.03.2006)

1. Scope

1.1. These conditions are valid for all deliveries and other services provided by JULIUS MEINL am Graben GmbH and ordered by customers of Meinl's Online store. Any deviations from the General Terms and Conditions will only become valid if there has been a previous written confirmation by JULIUS MEINL am Graben GmbH and will be valid exclusively and explicitly for the corresponding business case.

1.2. By ordering services provided by JULIUS MEINL am Graben GmbH at Meinl's Online Store, customers explicitly agree to the General Terms and Conditions, whereas any of the customer's own existing general terms and conditions are explicitly contradicted and will not be put into action.

2. Ordering of products

2.1. If not explicitly agreed or indicated otherwise, the prerequisite for using the services on the website www.meinlamgraben.at is that the customer fills out an electronic registration form; all of this data (in the following named registration data) must be accurate, precise, up to date and complete. During registration, the customer sets a password (in the following access data), which the customer will have to enter in the course of every ordering process as a means of verification.

2.2. A valid order of goods at Meinl's Online store can only take place via the website www.meinlamgraben.at, in compliance with the electronic order process. Before proceeding with the legally binding order, the customer of JULIUS MEINL am Graben GmbH will receive an overview of the products they have put into their shopping cart, as well as their prices. At this point the content of the shopping cart may be changed by the customer. With the subsequent confirmation of the order and processing of payment, the legally binding transmission of the order to JULIUS MEINL am Graben GmbH takes place; the customer is bound to this order for the duration of 14 days starting from the arrival of the order at JULIUS MEINL am Graben GmbH.

2.3. If not explicitly agreed otherwise, the customer does not have any right of withdrawal regarding the order or the closed contract; in particular, a subsequent change of order data is not possible. In relation to this it is pointed out to the customer that JULIUS MEINL am Graben GmbH is not liable for the consequences of any failure or interruption of the website www.meinlamgraben.at and that any transmission errors, for example concerning the order/registration data, are the responsibility of the customer.

2.4. The incoming of an order at JULIUS MEINL am Graben GmbH is confirmed by the automatic sending of an email, but it is made explicit that this does not constitute an acceptance of order by JULIUS MEINL am Graben GmbH. In this regard the customer acknowledges that the arrival of orders at JULIUS MEINL am Graben GmbH takes place only from Monday to Friday between 6.00 and 13.00. Any orders arriving on the server at other times are taken for orders coming in on the following working day (Monday to Friday).

2.5. The contract relationship between JULIUS MEINL am Graben GmbH and the customer comes into existence and thus becomes legally binding via the explicit confirmation of the order by JULIUS MEINL am Graben GmbH. JULIUS MEINL am Graben GmbH reserves the right to completely or partly refuse orders by customers without giving any reasons and at any time.

3. Offers and prices

3.1. Price offers and cost estimates by JULIUS MEINL am Graben GmbH are made, unless explicitly agreed otherwise, without obligation.

3.2. The descriptions, specifications and prices given on the website www.meinlamgraben.at are subject to confirmation and JULIUS MEINL am Graben GmbH reserves the right to change this information at any time.

3.3. If the prices given on the website are not up to date at the time of ordering or distorted due to an error in electronic transmission or entry, billing will be in accordance with the prices valid for the shop at Graben 19 at the time of order, with the exclusion of a clause reserving customer error. Furthermore, JULIUS MEINL am Graben GmbH also reserves the right of a retrospective adjustment of the contract.

3.4. The prices given on the website www.meinlamgraben.at are gross prices, i.e. including the Austrian purchase tax and other taxes, However, they are always exclusive of all handling charges and shipping and handling, which are given separately.

4. Delivery, place of fulfilment and transfer of perils

4.1. JULIUS MEINL am Graben GmbH will always try to process all accepted orders as quickly as possible. Any specifications regarding time and date of delivery are always non-binding. The actual delivery date will vary depending on the destination. In all cases delivery will proceed within the legally stated 30 days.

4.2. Delivery will be undertaken by GLS (General Logistics Systems).

4.3. Delivery is considered as fulfilled as soon as the goods have left the forwarding office, after which the transport to the stated delivery address is without exception executed under the risk and costs of the customer. JULIUS MEINL am Graben GmbH has the right to perform early or partial deliveries and to invoice these, and the customer is bound to accept and pay for such deliveries.

4.4. In cases of force majeure, JULIUS MEINL am Graben GmbH has the right to delay the possible time of delivery in an appropriate way without incurring default. The delivery obligation of JULIUS MEINL am Graben GmbH is also suspended as long as the customer remains behind with payment, or with regard to any other obligations they may have towards JULIUS MEINL am Graben GmbH.

4.5. The enforcement of claims against JULIUS MEINL am Graben GmbH due to default in delivery or non-fulfilment of the contract is only admissible in the case of gross negligence. In case of a default demonstrably caused by gross negligence, the customer has the right to cancel the corresponding order only after a respite of two weeks has been set and has passed.

4.6. In case of the customer falling behind with acceptance of goods or if the contract fulfilment by JULIUS MEINL am Graben GmbH is delayed or impeded due to other reasons for which the customer is responsible, JULIUS MEINL am Graben GmbH has the right to store the goods at the customer's cost and, after an appropriate period of time, to withdraw from the corresponding delivery and underlying contract, with the customer obliged to pay all resulting costs and damages.

4.7. Independent of any payment conditions agreed upon for the delivery, all risks are transferred to the customer from the shipping of the goods onwards. The place of fulfilment for all services deriving from the contract is Vienna.

5. Mode of Payment

5.1. If not agreed otherwise in written form, the total purchase price as well as the costs for all ancillary services are due directly after the successful completion of the electronic order in advance, and furthermore the customer is bound to make use of the methods of payment specified on the website www.meinlamgraben.at. We accept many different means of payment. Apart from all usual credit cards

(American Express, Diners Club, JCB, MasterCard, Visa) and Paybox you can also pay via online banking offered by Austrian banks. You can also use the latest means of payment via Maestro Secure Code (payment with your cash card). All payment transactions are processed by the service 'mPAY24' (www.mpay24.com). (with regard to credit card payment, we would like to remind our customers that they must include the following information: name and address of card holder, card number, expiry date and Card Verification Number).

5.2. The customer has no right to withhold payment because of claimed warranties or other claims or to charge up against any claims, unless this has been legally established or explicitly acknowledged by JULIUS MEINL am Graben GmbH. With regard to orders by consumers (as understood in P.1 of the Austrian Consumers Protection Act {iSd §1 KSchG}) the customer is only allowed to set claims off against payment for orders in the case of JULIUS MEINL am Graben GmbH becoming insolvent, the claim has a legal relation to the customer's liability, or the corresponding claim has been legally established or was acknowledged by JULIUS MEINL am Graben GmbH (§ 6 Abs. 1 Z 8 KSchG).

5.3. If the customer has fallen behind with payments or other services, JULIUS MEINL am Graben GmbH has the right to delay fulfilment of existing obligations until the payment or the services have taken place, or immediately to withdraw from the delivery and the underlying contract and seek redress for any costs and damages resulting thereof.

5.4. In the case of payment arrears, JULIUS MEINL am Graben GmbH will charge 12,5 % p.a. interest on the amount outstanding as well as a dunning charge of € 20,--. Furthermore, the customer is obliged to pay all costs deriving from any corresponding legal prosecution.

5.5. Until all obligations from all legal transactions are fulfilled by the customer, the goods remain property of JULIUS MEINL am Graben GmbH and the customer is not entitled to dispose of the goods without the written consent of JULIUS MEINL am Graben GmbH. The customer has to fulfil the labelling obligations and other formalities for the protection of the retention of title and is liable to JULIUS MEINL am Graben GmbH for all risks concerning the entrusted goods, especially with regard to loss, damage and theft. In the case of garnishment or any other third party access to the goods the customer is obliged to point out the fact of third party property and to immediately inform JULIUS MEINL am Graben GmbH about it.

6. Guarantees and Compensation

6.1. Immediately after delivery, the customer is obliged to check whether the delivery is complete, correct and free of any defects. Any possible claims must be sent to JULIUS MEINL am Graben GmbH in written form and immediately, at the latest three working days after delivery, otherwise the customer loses all claims whatsoever.

6.2. JULIUS MEINL am Graben GmbH guarantees, in compliance with the law, that the delivered goods correspond with the usual or agreed use.

6.3. Deficiencies in a part of the delivery do give the right to complaint about the delivery as a whole. Especially excluded from guarantee are deficiencies caused by the careless or improper treatment of the goods by the customer or a third party.

6.4. All claims based on deficiencies are statute barred within 3 months from the moment of delivery. For consumers, a legal warranty period of two years is valid. In the case of a justified notice of defects, JULIUS MEINL am Graben GmbH is entitled to choose whether to fulfil warranty claims by a compensation delivery or by a credit note, in both cases the compensation occurring on return of the rejected goods.

6.5. JULIUS MEINL am Graben GmbH is only liable for gross negligence and for damages which affect the delivered product directly. Further claims of the customer, for instance regarding compensation for loss of profit or consequential damages, are explicitly excluded. To consumers, JULIUS MEINL am Graben GmbH is liable for damage to persons as well as other damages done to the consumer in a deliberate or grossly negligent way. Liability for minor negligent behaviour is in any case excluded.

6.6. The customer has no legal right to return items, given that Julius Meinl am Graben GmbH is a food retailer and that legislation governing such businesses does not provide for such a right.

7. Registration and user data, policy of privacy

7.1. The customer is obliged to enter the correct registration data (point 2.1.) and to update it continuously, and furthermore the customer is liable to JULIUS MEINL am Graben GmbH for all damages resulting from a failure to maintain this registration data. In regard to this the customer explicitly acknowledges that all deliveries will be directed to the last given address. If JULIUS MEINL am Graben GmbH has reason to believe that the registration data entered by the customer is not correct or no longer up to date, JULIUS MEINL am Graben GmbH is entitled to delete the registration for the temporarily or permanently and to exclude the customer from all services available on the website www.meinlamgraben.at.

7.2. The customer is committed to a non-disclosure agreement regarding the access data assigned to him during registration. In particular, the customer is obliged to protect his internet connection, his end devices and his access data from unauthorised third party access and to inform JULIUS MEINL am Graben GmbH immediately in case of any suspicions regarding unauthorised access. If JULIUS MEINL am Graben GmbH has reasons to believe that a customer's access data has been misused by a third party, JULIUS MEINL am Graben GmbH is entitled, but not obliged, to suspend the customer's access immediately without giving previous notice.

7.3. The customer acknowledges explicitly that control of access authorisation by JULIUS MEINL can only be executed on basis of the customer's access data. The customer is therefore responsible to JULIUS MEINL am Graben GmbH and third parties for all activities performed with the use of this access data, and the customer declares explicitly that they will fully compensate JULIUS MEINL am Graben GmbH and keep JULIUS MEINL am Graben GmbH entirely free from complaints regarding any claims resulting from use of this access data. In particular, the customer is liable also for any costs deriving from services offered by JULIUS MEINL am Graben GmbH and obtained by use of the customer's access authorisation.

7.4. The customer explicitly agrees to the fact that customer registration data as well as any other personal data which the customer makes available for JULIUS MEINL am Graben GmbH are stored by JULIUS MEINL am Graben GmbH until deletion of registration and processing of all corresponding services (Processing orders from Meinl's Online Store - completion of the contract). With regard to this, the customer acknowledges that withdrawing approval for the use of such data, which is possible at any time (onlinestore@meinlamgraben.at), will cause the registration to be deleted and thus terminate the business relationship.

7.5. With regard to the provided data, JULIUS MEINL am Graben GmbH commits itself to act in compliance with the legal obligations concerning the protection of privacy. If a third party gains illegal access to the customer data stored by JULIUS MEINL am Graben GmbH, JULIUS MEINL am Graben GmbH is only liable in the case of gross negligence.

8. Other regulations

8.1. For all disputes deriving from or in relation to orders at Meinl's Online Store by the customer, it is understood that the court of jurisdiction for this contract is Wien – Innere Stadt (Vienna 1st district). For consumers (as understood in point 5.2 above), the legislation of paragraph 14 of the Austrian Consumer Protection Act (§ 14 KSchG) applies.

8.2. Julius Meinl am Graben recognises the Internet Ombudsman (Margarethenstr. 70/2/10, 1050 Wien, www.ombudsmann.at) as extrajudicial mediator in any cases resulting from orders made with Meinl's Online Store.

8.3. With regard to the General Terms and Conditions of JULIUS MEINL am Graben GmbH for ordering via Meinl's Online Store, as well as all other legal relationships, Austrian law applies exclusively, with the explicit exception of the United Nations Convention on Contracts for the International Sale of Goods.

8.4. The languages for contracts, orders and general business are German and English.

8.5. Billing for all orders made with Meinl's Online Store is calculated in Euro (€).

8.6. If a single clause of the General Terms and Conditions of JULIUS MEINL am Graben GmbH proves to be or becomes null and void the validity of the other regulations remains intact.

8.7. If not explicitly stated otherwise, all trademark rights, prototype rights and copyrights as well as all other intellectual property rights for all contents, graphic contents, source texts etc. that can be retrieved

on the website www.meinlamgraben.at exclusively belong to JULIUS MEINL am Graben GmbH, and the customer has no rights whatsoever in this regard. In particular, reproduction, duplication and any other usage apart from submission of orders are prohibited for the user.

8.8. The General Terms and Conditions of JULIUS MEINL am Graben GmbH are laid out at JULIUS MEINL am Graben GmbH, 1010 Wien, Graben 19, and are electronically stored on the website www.meinlamgraben.at, where they can be retrieved at any time.

8.9. Please direct all questions, comments, complaints, information requests and any other enquiries relating the Meinl's Online Store to: onlinestore@meinlamgraben.at

Firmen A-Z



Informationspflicht lt. § 5 Abs. 1 E-Commerce-Gesetz

Stand: 22.2.2006

Firmenname:	JULIUS MEINL AM GRABEN GmbH
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Telefax:*	+43 (0)1 532 33 34-1090
Homepage:*	www.meinlamgraben.at
E-Mail:*	office@meinlamgraben.at
Bankverbindung:*	BA/CA (BLZ: 12000)
Kontonummer:*	00696513100
IBAN (Int. Bank Account No.):*	AT721200000696513100
BIC (Bank Identifier Code):*	BKAUATWW
Link zu den Allgemeinen Geschäftsbedingungen:*	http://www.meinlamgraben.at/Meinl.aspx?target=106783&
Firmenbuchnummer:	165209f
Firmenbuchgericht:	Handelsgericht Wien
Behörde gem. ECG:	Magistratisches Bezirksamt des I. Bezirkes Magistratisches Bezirksamt des XVI. Bezirkes
UID:*	Atu44360204
Firmensitz (Hauptniederlassung):*	Wien
Unternehmensgegenstand:*	1. Lebensmitteleinzelhandel 2. Gastronomiegewerbe 3. Werbeagentur
Geschäftsführung:*	Hr. Mag. Udo Kaubek Hr. Mag. (FH) Michael König MBA
Blattlinie:*	Information über neue Produkte und kulinarische Aktivitäten rund um Julius Meinl am Graben
	* = Diese Information wurde vom Unternehmer selbst eingetragen.
Mitglied der Wirtschaftskammer Wien	