

# Terms and Conditions

## 1. Scope of application

The following terms and conditions (T&C), issued by WU (Vienna University of Economics and Business), Welthandelsplatz 1, 1020 Vienna, apply to distance selling transactions with the WU Shop, i.e. either orders placed using the online order form on the WU website or orders placed by email. By placing an order, you accept these T&C and agree to be bound by them. Any other, additional agreements shall only be valid upon express approval from WU.

## 2. Orders, conclusion of contracts

You can use the online order form to submit a non-binding order request. Please complete the specially marked required fields and enter the necessary data. You can easily correct any mistakes before submitting the request by selecting the appropriate field and reentering or correcting the text.

Once you have submitted your non-binding order request via the online order form or by email to [wu.shop@wu.ac.at](mailto:wu.shop@wu.ac.at), you will receive a non-binding offer by email. The offer email includes all key information about your order request, in particular the ordered quantity, price, payment information, a note indicating that the transaction is subject to these T&C, and a note about your right to cancel and return your order pursuant to the Austrian Distance Selling Act (*Fern- und Auswärtsgeschäfte-Gesetz*), as specified in these T&C (for details, see item 5 below).

To place a binding order, you need to settle the total due amount by advance payment. In any case, the purchase contract is only concluded when WU expressly confirms acceptance of your order or carries out the order by shipping the ordered items.

If the ordered quantity is no longer available or your order cannot be accepted for any other reasons, WU will notify you that the order cannot be accepted as soon as possible, but in any case no later than within 10 workdays. Until then, you remain bound by your order.

The contract may only be concluded in German or English. WU shall not store or disclose the text of the contract.

## 3. Prices and payment

The per-item prices of all articles are indicated on the WU website. The total price is calculated by multiplying the per-item price with the quantity ordered. All prices indicated are given in € (euro) amounts, including VAT, unless indicated otherwise. The shipping costs are the usual delivery fees charged by Österreichische Post AG. You will receive detailed information after submitting your non-binding order request. The total price and any shipping costs that may apply will be indicated in the non-binding offer that WU will send to you. Advance payment is the only accepted payment method.

## 4. Shipping

The order will be shipped by Österreichische Post AG to the shipping address provided by you in the online order form, unless other shipping details have been agreed upon.

Orders are usually shipped within 3 to 10 workdays after receipt of the payment, unless indicated otherwise. If the shipment is delayed by more than two weeks, you have the right to withdraw from the contract. In the event of a justified withdrawal from the contract, any payments you have made will be refunded to you without delay.

## **5. The consumer's statutory right of withdrawal**

If you are a consumer within the meaning of the Consumer Protection Law (*Konsumentenschutzgesetz, KSchG*), you have the statutory right to withdraw from the contract pursuant to the Distance Selling Act (*Fern- und Auswärtsgeschäfte-Gesetz, FAGG*), as indicated in the following (hereinafter referred to as "right of withdrawal"):

### **(a) Right of withdrawal**

You have the right to withdraw from the contract within fourteen days, without giving any reasons.

The withdrawal period is fourteen days, counting from the day when you or an authorized third party indicated by you, other than the carrier, acquire(s) physical possession of the goods. If the contract includes multiple goods that you have ordered in one single order and that are delivered separately, the fourteen-day withdrawal period starts on the day on which you or a third party indicated by you, other than the carrier, acquire(s) physical possession of the last good.

To exercise your right of withdrawal, you have to submit a clear notice to WU (Vienna University of Economics and Business), Marketing & Communications, Welthandelsplatz 1, AD building, level 2, 1020 Vienna (e.g. a letter sent by postal mail or an email) to inform us of your decision to withdraw from the contract. You can use the attached sample withdrawal form, but use of this form is not mandatory. For the withdrawal notice to be considered on time, it is sufficient that you mail the withdrawal notice before the end of the withdrawal period.

### **(b) Consequences of withdrawal**

If you withdraw from this contract, we shall refund any payments received from you, including shipping costs (with the exception of any additional costs you may have incurred for choosing a shipping method other than the default economy shipping method offered by us). The costs shall be refunded without undue delay, in any event no later than within 14 days from receipt of your withdrawal notice.

For the refund, we will use the same payment method that you used in the original transaction, unless an express agreement has been made with you to use a different payment method. You will not be charged any fees for the refund.

We may withhold the refund until we have received the return shipment of the ordered goods or until you have submitted proof that you have returned the goods, depending on what happens earlier.

You shall return the goods by mail or in person without undue delay, in any event no later than within 14 days from the day on which you notified us of your withdrawal from the contract. The return shipment is considered on time if you mail the goods before expiration of the 14-day period.

The direct costs of the return shipment shall be borne by you.

### **(c) Exclusion of the right of withdrawal**

Please note that some articles are excluded from the right of withdrawal for reasons of hygiene.

## 6. Warranty and liability

The statutory obligations regarding the guarantee of conformity for the goods apply. Any damages claims due to slight negligence on the part of WU are excluded, as long as the negligent actions do not affect any obligations essential to the contract, cause any physical damage to persons or personal injury, or affect any rights pursuant to the Product Liability Act (*Produkthaftungsgesetz*). In the event of slight negligence leading to the violation of obligations essential to the contract that are required for the proper performance of the contract and in whose fulfillment you could be reasonably expected to trust, WU's liability shall be limited to foreseeable damage that is typical to the contract in question.

In addition, WU's liability towards entrepreneurs within the meaning of the Consumer Protection Law (*Konsumentenschutzgesetz*, KSchG) is limited to the amount of the purchase price, unless any binding legal regulations specify otherwise. In any event, any liability towards entrepreneurs for loss of profit and indirect and consequential damages is excluded.

These limitations of liability also apply to WU's statutory representatives and agents.

## 7. Amendments to these T&C

The currently valid version of these T&C is available on the WU Shop pages on the WU website. WU reserves the right to amend these T&C without notice at any time. Any such amendments apply only to new orders and do not affect any orders placed before the publication of the changed version of the T&C on the WU website.

## 8. Final provisions

Any changes, amendments, and additions to these T&C must be made in writing. If one or more of the provisions of these T&C are or become invalid, this shall not affect the validity of the remaining provisions.

Austrian law applies, excluding its conflict-of-laws rules. The exclusive place of jurisdiction for any disputes arising out of or in connection with this agreement shall be Vienna, Austria. For consumers, the statutory regulations for the place of jurisdiction apply. If the consumer is domiciled or habitually resident in Austria at the time of conclusion of the contract, Austrian courts shall be internationally responsible for any legal disputes arising from or related to the contract.

## 9. Contact information

For suggestions, questions, and complaints, you can contact us at:  
WU (Vienna University of Economics and Business), Marketing & Communications  
AD building, level 2, 1020 Vienna, Welthandelsplatz 1, Austria  
Email: [wu.shop@wu.ac.at](mailto:wu.shop@wu.ac.at)

## Sample Withdrawal Form

If you would like to withdraw from the contract, please complete this form and send it to:

WU (Vienna University of Economics and Business)  
Marketing & Communications  
AD building, level 2  
1020 Vienna, Welthandelsplatz 1  
Austria

E-Mail: [wu.shop@wu.ac.at](mailto:wu.shop@wu.ac.at)

I/we (\*) hereby withdraw from the contract I/we (\*) have concluded for the following purchase from the WU Shop:

Ordered on ...../ received on .....

Name of the consumer

.....

Address of the consumer

.....

.....

Signature of the consumer (only required if submitted in hard copy)

.....

Date

.....

(\*) delete as appropriate