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General Terms and Conditions  
of the Repair and Service Center R.U.S.Z (R.U.S.Z -  
Association for the Promotion of the Social  
Economy)

**I. Scope of application**

These General Terms and Conditions govern the legal relationship between the Repair and Service Center, R.U.S.Z - Association for the Promotion of the Social Economy, with its registered office at Schwendergasse 41, 1150 Vienna (hereinafter referred to as "R.U.S.Z") and you (hereinafter also referred to as the "Customer") with regard to services (purchase of goods or provision of services) of R. U.S.Z exclusively and in the version valid at the time of repair, with the restriction that the GENERAL TERMS AND CONDITIONS (TOS) for the use of WIDADO (<https://www.widado.com/agb>) apply exclusively to the purchase of goods via the WIDADO webshop (<https://www.widado.com/s/rusz-store>).

The General Terms and Conditions apply to transactions with customers who are deemed to be consumers. A consumer is any natural person who enters into a legal transaction for a purpose that is predominantly outside his trade, business or profession.

**II. Prices, delivery, payment**

1. All prices include the applicable statutory value added tax.
2. The prices are gross and collection prices. The costs for packaging, shipping, cash on delivery charges and other services such as assembly are not included in the prices and will be invoiced separately.
3. The goods remain the property of R.U.S.Z until payment has been made in full.

R.U.S.Z is entitled to make partial deliveries if the partial delivery is usable for you within the scope of the contractual purpose, the provision of the remaining service is ensured and you do not incur any significant additional work or additional costs as a result (unless we agree to bear these costs).

4. Payment shall be made in cash upon receipt of the goods. The invoice shall be settled upon collection or acceptance of the goods or upon delivery.
5. If the customer is a consumer within the meaning of the Consumer Protection Act, he is entitled to settle his liabilities by offsetting if R.U.S.Z is insolvent and if the counterclaim is legally related to the consumer's liability, if it has been established by a court or recognized by R.U.S.Z. In addition, and in the case of a mutual business transaction, offsetting by the customer is excluded.
6. In the event of default of payment by the customer, R.U.S.Z is entitled to demand default interest of 4%.

### **III. Cost estimate**

1. Cost estimates prepared by R.U.S.Z are subject to a charge, unless otherwise agreed. The order to prepare such a cost estimate shall be placed by handing over the item to be inspected or repaired to R.U.S.Z and/or by placing an order for an on-site inspection/repair of the item. We would like to point out that devices that are not ordered for repair after the cost estimate has been communicated can only be handed over in disassembled form.
2. A cost estimate contains a detailed breakdown of the individual items of material and labor according to commercial and technical aspects.

### **IV. Orders and conclusion of contract**

1. The presentations of the services on the homepage are not legally binding offers, but merely represent a non-binding invitation to the customer to place an order with R.U.S.Z and do not lead to the immediate conclusion of a contract when an order is placed.
2. The customer has the option of placing orders in writing by e-mail, by telephone, by post or in person.
3. The general opening hours apply to telephone orders. When ordering by telephone, it is possible to obtain advice, including on alternative models, and immediate delivery information.

## **V. Warranty**

1. Unless otherwise specified, the statutory warranty provisions shall apply. R.U.S.Z guarantees that the quality of the deliveries or services corresponds to the respective state of the art.
2. Existing manufacturer's warranties that go beyond the warranty shall not be affected by the above provisions. The warranty commitments that apply in the relationship between the manufacturer of the goods and the purchaser shall not apply to the contractual relationship between R.U.S.Z and the purchaser; R.U.S.Z shall therefore not be liable on the basis of the warranties assumed by the manufacturer.

## **VI. Liability**

1. R.U.S.Z or its legal representatives or vicarious agents shall only be liable for damages in the event of gross negligence or intent. Excluded from this are claims for damages arising from injury to life, limb or health, as well as from the culpable breach of essential contractual obligations (i.e. those whose fulfillment is necessary to achieve the purpose of the contract).
2. In the event of a breach of material contractual obligations, R.U.S.Z shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless it concerns claims for damages arising from injury to life, limb or health.
3. The provisions of the Product Liability Act remain unaffected.

## **VII. Default of acceptance, default of payment**

1. In the event of default of acceptance or default of payment by the customer, R.U.S.Z is entitled to withdraw from the contract immediately after setting a 14-day grace period.
2. If the customer withdraws from the contract without justification, R.U.S.Z is entitled to insist on the fulfillment of the contract or to agree to the cancellation of the contract. In the event of withdrawal, the buyer is obliged to pay, at R.U.S.Z's discretion, a flat-rate compensation of 15% of the gross invoice amount or the actual damage incurred.

## **VIII. Right of retention**

1. R.U.S.Z shall be entitled to a right of retention on the repair item or the customer's goods for all its claims arising from repair orders, in particular for the repair work, as well as for deliveries of goods and spare parts.
2. This right shall also exist until the debts of the same customer from previous repair orders have been repaid.
3. All delivered and installed goods shall remain the property of R.U.S.Z until full payment has been made. R.U.S.Z shall be entitled to dismantle and/or take possession of the goods subject to retention of title at any time at the customer's expense without obtaining further consent from the customer if the latter is in default of payment.
4. In the event of exercising the right of retention of the repair item or the goods, R.U.S.Z may charge reasonable storage costs or a storage fee.

## **IX. Forfeiture and custody costs**

The customer must accept the items handed over for repair within a reasonable period of time from notification of readiness for collection. If accepted items are not accepted within 4 weeks of notification of readiness for collection, R.U.S.Z shall be entitled to claim reasonable storage and safekeeping costs for the accepted items until collection or expiry. Storage measures and storage costs that become necessary for reasons that lie within the sphere of the client shall be borne by and at the expense of the client. If items handed over for repair are not accepted within 6 months of notification of readiness for collection, the item shall be forfeited and R.U.S.Z shall be entitled to utilize or destroy the items for its own account.

## **X. Old parts**

Unless expressly agreed otherwise in the order, replaced old parts shall become the property of R.U.S.Z without compensation and shall be disposed of by R.U.S.Z unless they are exchange parts. Any disposal costs as well as taxes and fees associated with disposal shall be borne by the customer. Spare parts are excluded from exchange except in the cases provided for by law.

## **XI. Special provisions for emergency repairs on site**

In the event of an emergency repair on site:

Pursuant to Section 18 (2) FAGG, the consumer has no right to withdraw from contracts for urgent repair or maintenance work where the consumer has expressly requested the provider of the repair to make a visit to carry out this work. If, during such a visit, the provider of the repair provides additional services that the consumer has not expressly requested or supplies goods that are not necessarily required as spareparts for the maintenance or repair, the consumer has the right of withdrawal with regard to these additional services or goods. If you have any further questions about returns, please contact customer service: Phone 0043-1-9821647.

## **XII. Data protection**

1. All customer data disclosed to R.U.S.Z is used and processed exclusively within the framework of the applicable data protection laws.
2. The following customer data is stored by R.U.S.Z: Name, address, postal address, telephone number, e-mail address, date of birth, as well as your bank details (if paying by direct debit) and different delivery addresses.
3. This data is processed by R.U.S.Z for the purpose of order processing and for orders, the delivery of goods, the processing of complaints and the handling of warranty or guarantee claims.
4. This data is only passed on to third parties for the purpose of executing the order and invoicing; namely to parcel and postal service providers (customer name and address), as well as to banks (direct debit authorizations, customer name and address, invoice amounts) or credit card companies (customer name and address, credit card numbers, invoice amounts).
5. Otherwise, customer data will only be passed on to third parties if the customer has expressly consented to this in writing in individual cases.
6. In principle, you have the rights to information, correction, deletion, restriction, data portability and objection. The revocation does not affect the legality of the processing carried out up to that point.
7. We store your data for the duration of the business relationship and beyond in accordance with the applicable statutory retention and documentation obligations.

8. R.U.S.Z. is the controller within the meaning of the data protection laws. If you have any questions about data protection or wish to exercise rights or claims regarding your personal data, please send us an e-mail to [office@rusz.at](mailto:office@rusz.at).

### **XIII. Applicable law, place of performance**

1. The place of performance for all obligations arising from this contract is the registered office of R.U.S.Z. All legal relationships between the customer and R.U.S.Z are subject to Austrian substantive law. For legal relationships with consumer customers, mandatory consumer rights of the customer's country of origin remain unaffected. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
2. For the timeliness of written declarations, dispatch within the respective deadline is sufficient. They can only be effectively sent to the addresses specified in the contract.

### **XIV. Cancellation policy**

For services within the scope of the Distance Selling and Off-Premises Transactions Act (FAGG), we would like to draw your attention to the following:

The following applies exclusively to consumer customers within the meaning of Section 1(1)(2) KSchG, i.e. natural persons who enter into a legal transaction for a purpose which can predominantly be attributed neither to their commercial nor their independent professional activity:

#### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the last goods. To exercise your right of withdrawal, you must inform us

Repair and Service Center, R.U.S.Z - Association  
for the Promotion of the Social Economy  
Schwendergasse 41  
1150 Vienna  
Tel: 0043-1-9821647  
E-mail: [office@rusz.at](mailto:office@rusz.at)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the attached sample withdrawal form

which, however, is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

#### Consequences of revocation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may withhold the refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest. You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

End of the withdrawal policy.

If you have any further questions about returns, please contact customer service:  
Phone 0043-1-9821647.

#### Sample withdrawal form

If you wish to cancel the contract, please complete this form and return it to us. However, the use of this form is not mandatory.

To Repair and Service Center, R.U.S.Z - Verein zur Förderung der  
Sozialwirtschaft, Schwendergasse 41, 1150 Vienna, Tel: 0043-1-9821647, E-  
Mail: [office@rusz.at](mailto:office@rusz.at)

I/we (\*) hereby revoke 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 the of the consumer(s)

consumer(s) Address

Signature of the consumer(s) (only for notification on paper)

Date

(\*) Delete as appropriate.

The revocation is excluded if goods are delivered that are manufactured according to customer specifications or that are clearly tailored to the personal needs of the customer.