

GENERAL TERMS AND CONDITIONS ONLINE SHOP

Joh. Springer's Erben Handels GmbH

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1. Authorisation, fields of activity

Joh. Springer's Erben Handels GmbH (hereinafter referred to as "JSE") holds a trade license for trading in civilian weapons and civilian ammunition, for their production and repair, as well as pursuing trade. For certain other services not offered in the JSE Online Shop (conducting public auctions, organization of hunting trips, holding training courses on weapons law, the rental of shooting ranges and weapons storage facilities ("safe room"), the storage of firearms and other services in the weapons sector), there are special business or contractual terms and conditions or regulations on use, which take precedence over these GTC when a corresponding contract is concluded. The General Terms and Conditions as well as the special terms and conditions of the auction can be found [here](#) and [here](#).

2. Validity and effectiveness of the GTC

2.1. JSE provides its services for business relationships with purchasers of goods (hereinafter referred to as the "Purchaser" or "Customer") via the online sales platform ("Online Shop") at the Internet address <https://www.springer-vienna.com/shop/> exclusively on the basis of the following General Terms and Conditions (GTC). They are an inseparable part of the offers of JSE and the basis of the order confirmations. These GTC do not apply to orders placed outside the JSE Online Shop.

2.2. Goods within the meaning of these GTC are all products and services that can be purchased within the scope of an online order in the Online Shop of JSE. The subject matter of the contract is the goods specified in the ORDER CONFIRMATION at the prices marked by JSE and specified therein.

2.3. Illustrations and descriptions of the products on the website have been made with the greatest care, but serve only as product examples; deviations are therefore possible, especially in the case of natural products (e.g. wood), where there may be deviations from the products shown in terms of grain, structure and colour.

2.4. The version of the GTC valid at the time of the conclusion of the contract shall be authoritative in each case. Deviations from these and other supplementary agreements with customers are only effective if they are confirmed in writing by JSE.

2.5. Any terms and conditions of business of customers shall not be accepted, even if they are known, unless this is expressly agreed otherwise in writing in individual cases. JSE expressly objects to the customer's GTC. No further objection to the customer's GTC by JSE is required.

2.6. JSE is entitled to unilaterally amend these GTC, insofar as this is necessary to eliminate equivalence disruptions that arise subsequently or to adapt to changes in the legal or technical framework conditions. Amendments to the GTC shall be notified to the customer and shall be deemed to have been agreed if the customer does not object to the amended GTC in writing within 14 days. The customer shall be expressly informed of the significance of the non-disclosure in the notification.

2.7. Mandatory statutory regulations, in particular those of the weapons law and consumer protection, shall remain unaffected by these GTC and shall take precedence over them in any case.

2.8. If individual provisions of these GTC should be invalid, this shall not affect the binding force of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose.

3. Conclusion of contract

3.1. The presentation of goods in the JSE Online Shop does not constitute a binding offer to conclude a sales contract. It is an invitation to the customer to make an offer himself. The offer in the legal sense is made by the customer by placing the order.

3.2. Only persons of legal age may place orders. Goods are only sold in quantities customary for households. The goods shall be dispatched to Austria as a matter of principle, insofar as this is legally permissible; a separate agreement is required for other places of delivery.

3.3. To place an item in the shopping basket from the overview of the Online Shop's range, the customer selects the appropriate configuration and quantity for the desired product and then clicks on the "ADD TO CART" button. The selected goods are temporarily stored in the ping basket for a maximum of 90 days during the customer's visit to the JSE website, unless the customer logs back in before the 90 days have expired, in which case the 90-day period starts again. As soon as the customer has finished filling the shopping basket and wishes to complete the order, he/she goes to the shopping basket and can check the details again there. Under the overview, after specifying the destination, the customer can obtain a shipping estimate of the duration and choose between the desired shipping option or pick-up in the store. Afterwards, the customer clicks on the button "PROCEED TO CHECKOUT" and follows the instructions in the ordering process. There, the customer has the option of logging in as an existing user ("SIGN IN"), registering as a new customer (REGISTER) or placing his order as a quick order (GUEST ORDER). The customer then selects the place of delivery and the desired method of payment and enters the data required for the execution of the payment. The payment is processed by an external payment service provider and the customer is redirected to the external website of the credit card company. Before the order is placed, the data relevant for the order is summarized in an "order summary".

3.4. The customer can check the details in the order summary once again and update them if necessary before the order is submitted to JSE by clicking on the "BUY NOW" button.

3.5. By placing an order - by clicking the "BUY NOW" button - the customer makes a binding offer to purchase the goods in the shopping basket, to which the customer is bound for seven days. JSE sends the customer an automatic confirmation of receipt of the order by e-mail, which again documents the order. This automatic order confirmation merely confirms that the order has been received by JSE and does not constitute an acceptance of the offer; a contract has not yet been concluded as a result.

3.6. Depending on the selected means of payment, JSE reserves the right to check the customer's details with regard to the means of payment, its validity, creditworthiness with regard to the order value, a personal credit limit and, depending on the result of the check, to refuse to accept orders.

3.7. The sales contract with JSE is not concluded with the order confirmation, but only when JSE confirms the order to the customer with a separate e-mail, sends the invoice or sends the ordered goods or hands them over to the customer under the conditions specified in clause 15. ("YOUR ORDER HAS BEEN DISPATCHED").

3.8. If delivery of the ordered goods is not possible or delayed, for example because the corresponding goods or configuration is not in stock, JSE shall refrain from issuing an order confirmation. In this case, a contract is not concluded. JSE shall inform the customer of this immediately and refund any payments already received. Should the customer wish to withdraw from his purchase offer due to the unavailability of the goods, this must be notified to JSE within 14 days of notification of the (current or temporary) unavailability, failing which the contract shall otherwise be concluded by dispatch of the order confirmation.

3.9. The contractual, ordering and business language is German. The present GTC in English are only a translation of the German version of the GTC, which takes precedence over the English version in case of differences in the translation.

3.10. The order data is stored at JSE within the framework of the statutory provisions. If the customer is already an existing customer or has registered as a new customer, the order data can be accessed under "My account". Irrespective of this, JSE sends the confirmation described under point 3.5. to the e-mail address provided by the customer. If the customer has lost the documents relating to his order, these can be requested again by e-mail at office@springer-vienna.com or by telephone on +43(0)1 406 11 04.

4. Right of withdrawal, revocation and cost sharing agreement

4.1. If the customer is a consumer, he/she is entitled to the following right of withdrawal or cancellation within the framework of the Consumer Protection Act or the Distance and Foreign Sales Act (FAGG) for a purchase in the Online Shop of JSE:

- Cancellation policy to the customer -

Right of withdrawal

As a customer, you have the right to revoke 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,

- has taken possession of the goods (in the case of a contract of sale of goods supplied by delivery);
- or has taken possession of the last goods (in the case of a contract for several goods which you have ordered as part of a single order and which are delivered separately); or
- has taken possession of the last partial consignment or piece (in the case of a contract for the delivery of goods in several partial consignments or pieces);

A Sample cancellation form can be found [here](#).

If you wish to cancel the contract, you can do so by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You can formulate the revocation yourself or use the model revocation form, which is not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notice of exercise of the right of withdrawal before the expiry of the withdrawal period. If you fill in and submit the model withdrawal form or another clear declaration electronically, also on our website, JSE will send you confirmation of receipt of such withdrawal without delay (e.g. by e-mail), documenting your withdrawal once again.

Consequences of revocation

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal 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; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must return or hand over the goods to JSE, without undue delay and in any event no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the end of the fourteen-day period.

You as the customer shall bear the direct costs of returning the goods. You must also 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 the condition, properties and functioning of the goods.

- End of the cancellation policy -

4.2. The right of withdrawal does not exist pursuant to § 18 FAGG, inter alia

- in the case of distance selling contracts or contracts concluded away from business premises concerning
- services when the trader has fully performed the service, provided that in those cases where the consumer is obliged to make a payment under the contract, the right of withdrawal shall only cease to apply if, moreover, the trader has commenced performance of the contract with the prior express consent of the consumer and if the consumer has
- either confirmed, prior to the commencement of the provision of the service, to have taken note of the fact that he loses his right of withdrawal upon complete performance of the contract,
- or has expressly requested the Contractor to visit in order to have repair work carried out,
- Goods that are manufactured according to customer specifications or are clearly tailored to personal needs,
- Goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene, provided that their seal has been removed after delivery,
- the supply of digital content which is not to be supplied on a tangible medium, where the trader has commenced performance of the contract, provided that, in those cases where the consumer is obliged to make a payment under the contract, the right of withdrawal shall only cease to apply if in addition

- the consumer has expressly consented to the commencement of performance of the contract before the expiry of the withdrawal period,
- the consumer has confirmed that he has taken note of the fact that he loses his right of withdrawal as a result of the early commencement of the performance of the contract.

4.3. Finally, the consumer has no right of withdrawal from contracts concluded at public auctions.

4.4. For reasons of simplification, JSE asks customers to return goods to the address listed there or to hand them in at the company's registered office by presenting the return slip and using the return papers enclosed with each delivery. The acceptance of returned goods does not constitute recognition of any notice of defects. Furthermore, the acceptance of returned goods at the company's headquarters does not imply any acknowledgement that the goods handed in are the original goods sent by the customer and that they have not deteriorated. A corresponding check is only carried out in the logistics department of JSE. A refund of the purchase price on site at the company headquarters of JSE is not possible. The refund will be made after appropriate inspection and by transferring the purchase price (including any shipping costs) back to the same means of payment that was used to pay for the order.

4.5. JSE is not obliged to accept goods returned freight collect (i.e. postage paid by the recipient). If JSE is obliged to reimburse postage costs for returns, these will be refunded to the customer by way of reimbursement.

4.6. JSE points out that in the event of deterioration of the goods, the customer may be obliged to pay compensation. The customer can avoid any obligation to compensate for lost value by refraining from doing anything that impairs the value of the goods and by not using the goods as if they were his property. In addition, the customer should only try on or inspect the goods as he or she would have been able to do in a shop, for example.

4.7. JSE shall bear the costs of packaging a delivery of goods to the customer. The customer must note that product packaging, such as protective bags, is part of the ordered goods. In such cases, JSE therefore reserves the right to demand the return of the product packaging or to claim compensation for lost value. In the event of a return, the goods must be returned in the original packaging.

If this product packaging is not returned with the goods, this may lead to a considerable deterioration of the goods. If further packaging of the goods (e.g. cardboard box, envelope, etc.) is required for the return shipment, the costs for this shall be borne by the customer.

4.8. Until the expiry of the period for the statutory right of withdrawal, the statutory provisions shall apply exclusively. A restriction of your right of withdrawal and statutory warranty rights is not associated with the above regulations.

5. Dates

5.1. Stated delivery periods for individual productions are based on estimates of the scope of work and, unless expressly agreed as binding, are only approximate and non-binding. Binding agreements on deadlines must be recorded in writing or confirmed in writing by JSE.

5.2. If JSE's delivery/service is delayed for reasons for which JSE is not responsible, such as events of force majeure and other unforeseeable events that cannot be averted by reasonable means, the performance obligations shall be suspended for the duration and to the extent of the impediment and the deadlines shall be extended accordingly. If such delays last for more than three months, the Client and JSE shall be entitled to withdraw from the contract.

5.3. If JSE is in default for reasons other than those stated in clause 5.2, the customer may only withdraw from the contract after having granted JSE a reasonable period of grace of at least 14 days in writing and this period has expired fruitlessly. If the customer is an entrepreneur, claims for damages due to non-fulfilment or delay are excluded, except in the case of proof of intent or gross negligence.

6. Purchase prices, service charges

6.1. The prices announced on the website at the time of the order shall apply. Payment shall be made in the event of a purchase via the website in the Online Shop after submission of the purchase offer, otherwise the purchase price plus shipping costs shall be due for payment within 7 days after conclusion of the purchase contract. No delivery or dispatch of the goods shall take place before receipt of the purchase price.

6.2. The price stated is the gross price including VAT at the statutory rate. Additional work is not included in the price of the goods and will be invoiced separately if necessary.

6.3. Price errors remain reserved. If the correct price is higher, JSE will contact the customer immediately; in this case, a contract will only be concluded if the customer wishes to buy at the actual price. If the price is lower, this price will be charged.

7. Retention of title

7.1. The goods shall remain our property until all claims arising from the respective contract have been fulfilled, in particular until all payments have been made.

(invoice amounts, interest, costs, reminder fees, etc.) shall remain the sole property of JSE ("goods subject to retention of title"), even if individual parts/components have already been paid for. Until this point in time, the Customer shall only be entitled to resell, process or modify the goods with the written consent of JSE.

7.2. The pledging, transfer of ownership by way of security, leasing or other transfer of the reserved goods or a change of location of the goods is not permitted without the demonstrable written consent of JSE.

7.3. In the event of resale of the goods subject to retention of title, the customer hereby assigns to JSE in advance, until the claims have been settled, all claims against the buyer/client arising from the resale, in particular future claims, without the need for any special declarations at a later date; the assignment also extends to balance claims arising within the scope of existing current account relationships or upon termination of such relationships with your buyers/clients. At the request of JSE, the customer shall disclose the assignment to the customers/clients and hand over to JSE the documents required to assert the rights against the customers/clients, e.g. invoices, and provide all necessary information. The customer shall bear all costs of collection and any interventions.

8. Payment, means of payment Transfer of risk

8.1. The price is due for payment immediately upon conclusion of the contract and without deduction, unless special terms of payment are agreed in writing in individual cases.

8.2. In the event of default in payment by the customer, the statutory default interest shall apply in the amount customary for end consumers or applicable to business transactions. Furthermore, in the event of default in payment, the customer undertakes to reimburse JSE for the reminder and collection costs incurred, insofar as they are necessary for appropriate legal action. In any case, this includes the costs of two reminder letters in the amount customary in the market for each reminder as well as a reminder letter from a lawyer commissioned with the collection. The assertion of further rights and claims remains unaffected.

8.3. In the event of the Client's default in payment, JSE may declare all services and partial services provided under other contracts concluded with the Client to be immediately due and payable. Any rebates, discounts or bonuses granted shall be conditional on full payment being made on time.

8.4. Furthermore, JSE is not obliged to provide further services until the outstanding amount has been settled (right of retention). The obligation to pay the fee remains unaffected.

8.5. The customer is not entitled to set off its own claims, of whatever kind, against claims of JSE or to withhold payments, unless the customer's claim has been recognised by JSE in writing or has been established by a court of law.

8.6. The customer can pay in the Online Shop via an external payment service provider.

Payment by credit card: The customer's credit card will be charged when the order is completed. The following data are disclosed: Cardholder, card number, credit card company, validity date, CVV code. The data is transmitted via SSL encryption with at least 128 bit key and thus cannot be viewed by unauthorised persons.

9. Shipping

9.1. The goods purchased in the Online Shop can either be delivered in the case of "mail order goods" by JSE or a third party commissioned by JSE by post or another company specializing in the dispatch of goods and documents or collected from the shop at the company's registered office ("COLLECTION AT THE STORE"). In the event of an order for several mail-order goods, the delivery shall be made as a total delivery. Partial delivery of mail-order goods will only be made on the basis of a separate agreement with JSE and may trigger additional shipping costs.

9.2. The customer decides which method of delivery is selected when ordering in the Online Shop under the item "Shipping method" or on the basis of an individual agreement with JSE.

In any case, JSE shall not be liable for the selection of the shipping method or for ensuring that it is the fastest or cheapest shipping method. In the event of delivery by JSE, transport insurance will only be taken out at the express request of the customer; any costs arising from this will be borne by the customer.

9.3. If shipment of the goods is not possible due to legal requirements, the customer will be advised of this in the order process before the order is completed. After completion of the order, the customer will be contacted by JSE to arrange the collection details.

9.4. Insofar as no deviating delivery periods are specified within the framework of the order process, the delivery period is usually up to 7 calendar days from receipt of the order confirmation. Influences of force majeure on supply chains can, however, delay the delivery time; JSE is not responsible for these.

9.5. Events of force majeure affecting JSE or a supplier of JSE shall entitle JSE to suspend deliveries for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract in whole or in part in accordance with its effects. If the delivery is delayed by more than 3 months due to the effects of force majeure, the customer is entitled to withdraw from the part of the delivery affected by this.

9.6. Events of force majeure include, but are not limited to: All effects of natural forces, such as earthquakes, lightning, frost, storms, floods, pandemics; furthermore, war, laws, official interventions, confiscation, transport disruptions, export, import and transit bans, international payment restrictions, delivery failure or default of upstream suppliers, raw material and energy failure; furthermore, operational disruptions such as explosion, fire, strikes, sabotage and all other events that could only be prevented with disproportionate costs and economically unreasonable means.

9.7. Any applicable service and shipping costs and delivery conditions can be found under "Shipping costs and delivery conditions" on the website. They are also indicated on the order form.

9.8. The customer's share of the shipping costs is based on the postal rates applicable in Austria and generally depends on the size and weight of the shipment. Exceptions to this are deliveries by forwarding agents or special transports. In these cases, JSE shall agree the shipping costs separately with the customer in each individual case. Fees for foreign orders must be enquired about separately or can be taken from the shipping calculator.

9.9. The customer shall bear the costs for the additional effort associated with the processing of the sale iZm with cross-border purchases in the EU or a third country. The costs shall be notified separately to the customer.

9.10. In the event of collection from JSE's registered office, the customer will be notified by separate e-mail as soon as the goods are ready for collection. The customer then has the opportunity to collect the goods within ten days of receipt of the collection notification. To collect the goods, the customer needs a valid photo ID and the collection notification sent by e-mail.

If the goods are not collected within ten days of notification that they are ready for collection, JSE reserves the right to charge storage costs or to withdraw from the contract, and the claim to handover of the goods shall lapse. Any consideration already received will be refunded, deducting any storage costs incurred, by the same means as payment.

10. Transfer of risk

When the goods are dispatched, the risk of loss or damage to the goods does not pass to the consumer until the goods are delivered to the consumer or to a third party designated by the consumer. However, if the consumer has concluded the contract of carriage himself/herself without making use of a selection option proposed by JSE, the risk shall pass as soon as the goods are handed over to the carrier. If the customer is in default of acceptance, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer as soon as the goods are ready for dispatch or can be accepted. If the customer is in default of acceptance, JSE shall be entitled to charge a customary storage fee for the storage of the goods.

11. Warranty and set-off

11.1 JSE is liable for material defects and defects of title in accordance with the applicable statutory provisions, in particular §§ 922 ff. ABGB (AUSTRIAN CIVIL CODE).

11.2 The right to warranty exists within a period of two years (24 months from receipt of goods). Legal action must be taken within a period of three months following the limitation period.

11.3 If the customer is an entrepreneur, he must report any defects in writing without delay, in any case within eight days of delivery/service by JSE, concealed defects within eight days of recognizing them, describing the defect; otherwise the goods shall be deemed to have been accepted or the service to have been approved. In this case, the assertion of warranty claims and claims for damages as well as the right to contest errors due to defects shall be excluded.

11.4 In the event of justified and timely notification of defects, the customer shall be entitled to improvement or replacement of the delivery/service by JSE, which shall remedy the defects within a reasonable period of time, whereby the customer shall enable JSE to take all measures necessary to investigate and remedy the defects. JSE is entitled to refuse to improve the performance if this is impossible or involves a disproportionately high effort for JSE. In this case, the customer shall be entitled to the statutory rights of conversion or reduction.

11.5 If the customer is an entrepreneur, the warranty period is six months from delivery/service. The right of recourse against JSE pursuant to § 933b para. 1 ABGB as amended shall expire one year after delivery/service. The customer is not entitled to withhold payments due to defects. The presumption provision of § 924 ABGB is excluded.

11.6 The assertion of a defect does not release the customer from his payment obligation.

11.7 Compensation for consequential (defect) damages, as well as other property damages, financial losses and damages of third parties against the customer are excluded, unless it is a consumer transaction.

11.8 The customer may only offset claims of JSE against claims that are related to the liability towards JSE, have been legally established or have been recognized by JSE.

12. Liability for goods on commission and second-hand goods

12.1. JSE also brokers sales in the name of third parties (agency business, commission business). In this case, it is not JSE that becomes the contracting party of the customer, but the party in whose name JSE sells the goods (introducer).

12.2. Descriptions of the goods in this case are based on information provided by the introducer, JSE accepts no liability for the accuracy or completeness of this information. Statements made by JSE in a description, even if they are made in the run-up to a brokerage transaction, do not in any case constitute a guarantee of a specific property, a functional capability or a specific value of the object of purchase for the customer.

12.3. Complaints and claims of any kind whatsoever, e.g. concerning the price, the quality and the condition of the brokered goods, are to be asserted directly against the party bringing the goods, i.e. the party in whose name JSE is brokering the transaction. This is only not the case with consumers if claims exist due to grossly negligent or intentional conduct on the part of JSE.

12.4. In view of the fact that in the case of brokerage or commission sales, JSE only brokers the sale of the contractual items and does not become the contractual partner of the buyer, JSE is permitted, in particular in the case of complaints, to disclose the identity of the seller (introducer, commission agent) to the customer as buyer and the identity of the customer to the introducer.

12.5. The warranty period for used movable goods shall be reduced to one year; an agreement to this effect shall be made separately in the course of the purchase.

13. Liability and product liability

13.1. If the customer is an Entrepreneur, liability on the part of JSE and its employees, contractors or other vicarious agents for material or financial damage to the Client is excluded in cases of slight negligence, irrespective of whether the damage is direct damage due to delay, impossibility, positive breach of contract, culpa in contrahendo, defective or incomplete performance.

13.2. Liability for indirect damage, loss of profit or consequential damage is completely excluded. The injured party must prove the existence of gross negligence. Insofar as the liability of JSE is excluded or limited, this shall also apply to the personal liability of its personnel, contractors or other vicarious agents.

13.3. If the customer is an entrepreneur, any liability on the part of JSE for claims made against the customer on the basis of the service it has provided is expressly excluded if JSE has complied with its duty to inform or if such a duty was not apparent to it, whereby slight negligence shall not be detrimental. In particular, JSE shall not be liable for legal costs, the client's own legal fees or the costs of publishing judgements, nor for any claims for damages or other claims by third parties; the client shall indemnify and hold JSE harmless in this respect.

13.4. If the Client is an entrepreneur, claims for damages by the Client expire six months after knowledge of the damage; in any case, however, after three years after the act of infringement by JSE. Claims for damages are limited to the net order value.

14. Data protection

14.1. JSE is bound by the applicable data protection laws, in particular the Data Protection Act (DSG) as amended and the General Data Protection Regulation (GDPR) EU 2016/679, with regard to all information provided and received by the Customer.

14.2. All confidential information and personal data necessary for their activities will only be handled and processed in accordance with the statutory provisions. Detailed information on data processing can be found in JSE's data protection information. You can find the data protection information [here](#).

14.3. Any person who gives an incorrect name, address, telephone number, fax number or e-mail address or fails to notify JSE of any subsequent changes shall be liable for any resulting loss or damage or shall compensate JSE for any such loss or damage. Deliveries to the address last notified to JSE shall also be deemed to have been effectively made if the customer is not or is no longer at this address and the new address cannot be ascertained with reasonable effort.

15. Weapons Act (WaffG), Trade, Commerce and Industry Regulation Act (Gewerbeordnung)

15.1. The acquisition of firearms is subject to the Austrian Weapons Act (Waffengesetz) or the Trade, Commerce and Industry Regulation Act (Gewerbeordnung) as amended. This also applies to the transfer of firearms to other EU countries. Exports to non-EU countries are subject to the provisions of the Austrian Foreign Trade Act as amended from time to time.

15.2. According to the Trade, Commerce and Industry Regulation Act shipping of weapons and ammunition to domestic end customers is not permitted. The purchased goods may, however, be sent to a specialist firearms dealer or gunsmith named by the buyer for collection there. Any costs for this service are to be agreed by the buyer with the named commercial recipient. However, the shipment of ammunition is neither possible within Austria nor abroad.

15.3. The notification of C-weapons in the Central Weapons Register (CWR) is the responsibility of the acquirer within six weeks pursuant to Section 33 (1) Weapons Act 1996. JSE does not carry out this notification independently, but only after being instructed to do so by the customer against payment of the fee provided for this purpose.

This does not apply to A or B weapons; this notification must be made at the time of collection from the premises of JSE (free of charge). In the case of transfer to a firearms dealer for collection by the purchaser, these obligations are transferred to the receiving firearms dealer.

15.4. When personally transporting firearms (e.g. bringing them to auctions or brokerage sales, collecting purchased weapons), it should be noted that they must be transported in a closed container, e.g. in a rifle bag or case or in a pistol case or case. Lockability is not currently required. Wrapping them in a blanket or wrapping paper or carrying them in a nylon bag, for example, is not sufficient and may be punished as unauthorised carrying of a weapon according to § 7 WaffG 1996 in connection with its penal provisions.

15.5. JSE accepts no liability for the accuracy and completeness of the information provided under this clause 15. This does not release the customer from his own obligation to inform himself about the legal framework conditions for purchasing, about the required declarations, the transport and the dispatch of goods that are the subject of the purchase.

16. Copyright

The content and structure of the Online Shop and the Website operated by JSE are protected by copyright. All texts, images, graphics, sound, video and animation files are subject to copyright, trademark law and other laws for the protection of intellectual property. Some Internet pages also contain images, graphics, sound, video and animation files that are subject to the copyright, trademark and other intellectual property rights of their providers. Copying or other use for other than private purposes or for disclosure, other publication, reproduction and distribution, whether in original or modified form and in any medium, or such use on other websites is not permitted without the prior express written consent of JSE.

17. Dispute Resolution

17.1. JSE is willing to participate in dispute resolution procedures with consumers at a consumer arbitration board.

In case of complaints, the customer can also contact the independent ombudsman's office of the trade association at any time. Trust Mark Austria, Ombudsstelle Handelsverband, 1080 Vienna, Alserstraße 45, ombudsstelle@handelsverband.at.

17.2. JSE also undertakes to participate in the arbitration procedure of the ECG and the Internet Ombudsman's Office (online dispute resolution pursuant to Art. 14 (1) ODR Regulation). The European Commission provides a platform for online dispute resolution (OS), which can be found at <http://ec.europa.eu/consumers/odr/>. This is an option in the event of a dispute, but you are not obliged to use it. You can also address any other complaints directly to JSE at office@springer-vienna.com.

18. Applicable civil law and General Agreements

18.1. The contract and all mutual rights and obligations derived therefrom as well as claims between JSE and the customer shall be governed by Austrian law to the exclusion of its conflict of law rules and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
18.2. Ineffective provisions of this agreement shall not affect the effectiveness of the remaining provisions. In the event that a clause of this agreement is invalid, the contracting parties agree to replace it with a valid clause that comes as close as possible to the meaning and purpose of the invalid clause.

19. Place of Performance and jurisdiction

19.1. The place of performance is the place of business of the branch of Joh. Springer's Erben Handels GmbH in which the respective legal transaction was concluded.
19.2. The court with subject-matter jurisdiction for the registered office of the respective branch of JSE is agreed as the place of jurisdiction for all legal disputes arising between JSE and the customer in connection with the specific contractual relationship. If the consumer has his domicile or habitual residence in Germany or if he is employed in Germany, only the jurisdiction of the court can be established for an action against him, in whose district the domicile, habitual residence or place of employment is situated; this shall not apply to legal disputes that have already arisen.

20. Misprint

If JSE subsequently realises that an error has crept in, e.g. in the information on a product, on a price or on a delivery availability, the customer will be informed of this immediately. The order can then be reconfirmed under the amended conditions. Otherwise, JSE shall be entitled to withdraw from the contract.

21. Contact details of the contractual partner

Joh. Springer's Erben Handels GmbH
FN 304323i
Josefsgasse 10, 1080 Vienna,
Tel.: +43(0)1 406 11 04
office@springer-vienna.com

You can reach us by telephone Monday to Friday from 10.00 to 18.00. Calls from the Austrian fixed network at the local rate, prices from the mobile network may vary (depending on the provider).

Status of the GTC: October 2023