

GENERAL TERMS AND CONDITIONS FOR THE HUSQVARNA MOBILITY WEBSHOP

1. SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions ("GTC") apply to the sale of goods of all kinds by Pierer E-Commerce GmbH, FN 217335 k, Gewerbegebiet Nord 20, 5222 Munderfing, hereinafter referred to as PIERER E-COMMERCE, via the webshop established on the website www.husqvarna-mobility.com (hereinafter referred to as "WEBSHOP") to end-customers (hereinafter referred to as "CUSTOMERS" or "you"), who are considered consumers pursuant to § 1 para 1 Austrian Consumer Protection Act (ACPA).
- 1.2. These GTC therefore apply exclusively to sales via the WEBSHOP to CUSTOMERS ("B2C" online sales). On the other hand, these GTC do not apply to orders placed by entrepreneurs within the meaning of § 1 para 2 ACPA.
- 1.3. These GTC may be amended by PIERER E-COMMERCE at any time and shall apply in the version current at the time of your order.
- 1.4. Agreements deviating from these GTC shall only apply if they have been expressly confirmed by PIERER E-COMMERCE in writing.
- 1.5. By using the WEBSHOP or placing an order, you agree to the GTC stated herein. Please read the GTC thoroughly before placing an order.

2. OFFERS, ORDER AND CONCLUSION OF CONTRACT

- 2.1. All offers made by PIERER E-COMMERCE are subject to change and non-binding with regard to availability. PIERER E-COMMERCE does not guarantee that all products will be available at all times.
- 2.2. An order is to be understood as an offer to PIERER E-COMMERCE to conclude a contract. A contract shall only be concluded upon acceptance of an order by PIERER E-COMMERCE. Acceptance of the order by PIERER E-COMMERCE shall be effected by confirmation by e-mail to the address provided by you or by delivery of the goods.

3. ORDERING PROCESS & SHIPPING

- 3.1. You can order within the WEBSHOP by adding your items into the shopping cart.
- 3.2. You can proceed with the checkout and provide all necessary details, such as your name, contact details and shipping address.
- 3.3. The order will be successful once the payment has gone through.
- 3.4. A confirmation e-mail, summarizing all order details, will be sent to the CUSTOMER's e-mail address as well as an e-mail confirming the shipping of the ordered items.
- 3.5. Shipping is currently limited to certain markets, which can be reviewed within the WEBSHOP [frequently asked questions](#).

4. PAYMENT

- 4.1. In the course of the ordering process, you can choose between the payment options defined within our [FAQs](#).
- 4.2. Unless otherwise agreed, the invoice amount must be paid upon completing the order using the available payment options.

5. PRICES AND SHIPPING COSTS

- 5.1. All prices are in Euro gross including VAT, unless otherwise expressly stated with the price. The prices are per unit, unless otherwise stated.
- 5.2. Displayed prices always apply only to the specific order and may therefore change in the event of a subsequent order. Prices, articles and offers in the business premises of authorized dealers, in the catalog and online may vary.

6. PROMOTIONAL VOUCHERS

- 6.1. Promotional vouchers are vouchers that cannot be purchased but are given out by PIERER E-COMMERCE and are valid with set conditions.
- 6.2. Promotional vouchers can be redeemed only once in connection with an order, and only in the specified period. Please note, a minimum order value may apply to use some promotional vouchers.
- 6.3. The value of the purchase must exceed the value of the promotional voucher. The difference can be paid using any of the accepted payment methods. The value of the promotional voucher will not be paid out in cash, nor will it accrue interest. Promotional vouchers will not be refunded if all or some of the purchase is returned.
- 6.4. Promotional vouchers can only be redeemed before the ordering process is complete. It is not possible to apply vouchers retrospectively. Promotional vouchers may not be transferred to third parties. It is not possible to combine multiple vouchers.
- 6.5. If you used a promotional voucher when making your purchase and, as a result of revocation by you, the total value of your order is less than or equal to the value of the promotional voucher, we reserve the right to charge you the original price for the product you retain.

7. RETURN & REFUND POLICY

- 7.1. Items can only be returned within the [stated return period](#), after receiving them.
- 7.2. All items must be intact, unused, undamaged, and returned in its original packaging. Any returns that are not in a suitable condition will be refused and returned to the CUSTOMER.
- 7.3. To initiate a return to PIERER E-COMMERCE, [customer support](#) needs to be contacted with your order number and a description of your return reason. The customer support will determine the eligibility of your return and get back regarding your request.
- 7.4. Items returned without authorization will not be accepted.

- 7.5. After contacting customer support, the return needs to be registered within the customer profile (explicitly return portal) of the WEBSHOP by the CUSTOMER. Instructions given within the return portal must be followed.
- 7.6. A return label will be provided within the portal, which needs to be placed on the return package. Items need to be returned with the carrier provided and stated on the return label.
- 7.7. In case of an authorized and eligible return, the return shipping costs will be covered by PIERER E-COMMERCE.
- 7.8. Any refunds for eligible returns will be paid to the original method of payment within 14 working days.

8. LEGAL RIGHT OF REVOCATION

- 8.1. You have the right to cancel the contract concluded with PIERER E-COMMERCE within 14 days without giving any reason. This 14-day period shall commence on the day on which you or a third party named by you who is not the carrier takes possession of the goods or - in the case of partial deliveries - on which you or a third party named by you who is not the carrier takes possession of the last goods.
- 8.2. In order to exercise the right of withdrawal, you must inform us, Pierer E-Commerce GmbH, FN 217335 k, Gewerbegebiet Nord 20, 5222 Munderfing, by means of a clear declaration of your decision to withdraw from this contract. This information can be provided most easily via e-mail to our [customer support](#).
- 8.3. To comply with the withdrawal period, it is sufficient that you send the notice of exercise of the right of withdrawal before the expiry of the withdrawal period.
- 8.4. Consequences of the revocation:
 - 8.4.1. if you revoke the contract concluded with PIERER E-COMMERCE, we shall reimburse you all payments we have received from you on the basis of the concluded purchase contract, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and at the latest within 14 days from the day on which we received the notification of your revocation of the contract concluded with PIERER E-COMMERCE. 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 any fees due to this repayment.
 - 8.4.2. 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.
 - 8.4.3. You must return or hand over the goods to PIERER E-COMMERCE without undue delay and in any case no later than 14 days from the day on which you notify us of the revocation of this contract. The deadline shall be deemed to have been met if you send off the goods before the expiry of the 14-day period.
 - 8.4.4. For returning goods, please follow the process mentioned as of Section 7.3.
 - 8.4.5. If the process as mentioned as of Section 7.3. is followed, we will bear the cost of returning the goods. If another method of return is chosen, you will have to bear the costs.

- 8.4.6. You will only have to pay for any loss of value of the goods if this loss of value is due to handling not required by inspection of the condition, quality and functioning of the goods.
- 8.5. The right of withdrawal is excluded in the cases of § 18 FAGG, this is especially the case for 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.

9. RETENTION OF TITLE

- 9.1. Delivered goods shall remain the property of PIERER E-COMMERCE until payment has been made in full.
- 9.2. If payment is not made on time, PIERER E-COMMERCE shall be entitled at any time to assert its retention of title and demand the return of the goods. In this case, PIERER E-COMMERCE shall be entitled to charge any transport and handling costs incurred. A demand for return does not automatically constitute a declaration of withdrawal. Rather, PIERER E-COMMERCE shall also be entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. This shall not affect PIERER E-COMMERCE's right to demand interest on arrears and damages if the statutory requirements are met.

10. ASSUMPTION OF RISK

The risk of loss or damage to the goods shall pass to you only as soon as the goods are delivered to you or to a third party designated by you and different from the carrier.

11. DELIVERY

- 11.1. Delivery dates stated by PIERER E-COMMERCE in the course of the ordering process are to be understood as non-binding and do not become part of the contract unless otherwise stated or agreed in writing. PIERER E-COMMERCE will to its utmost to always deliver as fast as possible.
- 11.2. The estimated delivery dates are not legally binding delivery periods.
- 11.3. The delivery status can be viewed in the customer profile of the WEBSHOP.
- 11.4. Unless otherwise agreed, orders shall be deemed to be divisible. PIERER E-COMMERCE may also make partial deliveries but shall not be obliged to do so.
- 11.5. If PIERER E-COMMERCE is prevented from complying with any agreed delivery or service deadline due to force majeure (e.g. strike, natural disasters) or other circumstances for which it is not responsible, PIERER E-COMMERCE shall inform the customer of the expected delay. Any agreed delivery or service period is extended by the duration of such an event.
- 11.6. Delivery costs are stated [here](#).

12. WARRANTY

- 12.1. The statutory warranty provisions shall apply.
- 12.2. To plead a warranty claim, contact [customer support](#) detailing the issue.

12.3. If there is a problem with a product that you have purchased online in the PIERER E-COMMERCE WEBSHOP and you have not been able to solve this problem together with PIERER E-COMMERCE, you can submit a complaint on the EU online dispute resolution portal (ODR platform, Online Dispute Resolution).

12.4. The portal offers customers and dealers within the EU the possibility to reach an out-of-court settlement in case of problems with online purchases. The user-friendly and interactive website serves as a one-stop shop, provided free of charge in all official EU languages. With the help of the ODR platform, consumers and merchants can locate a dispute resolution body and work together through the process of finding a solution. The ODR platform can be found at: <http://ec.europa.eu/odr>.

13. EXCLUSION OF LIABILITY FOR SLIGHT NEGLIGENCE

PIERER E-COMMERCE is liable for personal injury in accordance with the statutory provisions. However, PIERER E-COMMERCE shall only be liable for other damage if PIERER E-COMMERCE or a person for whom PIERER E-COMMERCE is responsible caused the damage intentionally or through gross negligence.

14. PLACE OF PERFORMANCE AND CHOICE OF LAW

14.1. The place of performance for all obligations arising from the contract shall be the registered office of PIERER E-COMMERCE.

14.2. The contract shall be governed exclusively by Austrian substantive law, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules.

14.3. However, if your habitual residence is in a country other than Austria, to which we have directed our commercial activities, and the purchase contract also falls within the scope of these activities, then the mandatory provisions of the legal system of that country shall remain unaffected by this choice of law, insofar as they are more favorable to you than the chosen Austrian law.

15. JURISDICTION

15.1. If you are domiciled in Austria, the international, local and subject matter jurisdiction of courts for disputes arising from the contract concluded between you and PIERER E-COMMERCE shall be determined in accordance with the statutory provisions.

15.2. The same shall apply if your place of residence is in another member state of the European Union or in a contracting state of the Lugano Convention 2007 (i.e. Switzerland, Norway, Iceland and Denmark) to which PIERER E-COMMERCE has directed its commercial activities and the purchase agreement also falls within the scope of these activities: the international, local and subject-matter jurisdiction of courts for disputes arising from the contract concluded between you and PIERER E-COMMERCE shall then also be determined in accordance with the statutory provisions.

16. DATA PROTECTION

In the course of your order, PIERER E-COMMERCE processes personal data. Detailed information on this can be found in the data protection notice: [Privacy Policy](#) (husqvarna-mobility.com)