

General Terms and Conditions – Online Shop (As per 25 April 2018)

ALBERTINA
Albertinaplatz 1
1010 Vienna

UID No.: ATU 1628 7202
Commercial Register number: FN 193651g / Commercial Court of Vienna

By ordering from the Online Shop, customers accept the General Terms and Conditions of the Online Shop of the ALBERTINA and the General Terms and Conditions of the ALBERTINA Museum.

An order can only be placed after all required fields (those marked with an asterisk) have been filled in. Before submitting an order, customers will receive an overview of the contents of the order, including prices, for modification or confirmation. We will automatically confirm receipt of the order by means of an email, which, however, does not yet constitute acceptance of the order. Communications will only be received by us during normal business hours (Mondays through Fridays from 9 a.m. to 4 p.m., with the exception of Austrian public holidays). Communications delivered to our server outside these times shall only be considered received on the next workday.

We shall be entitled to accept orders only in part.

If we decide not to accept an order, the customer will be duly informed.

1. Prices

The prices in the currently valid ALBERTINA price lists as well as those displayed in the Online Shop shall apply. The prices stated in the price lists include the respective statutory VAT. In individual cases, the ALBERTINA reserves the right to set prices that deviate from the price lists. These prices will be shown during the order transaction.

Pricing errors are reserved. If the correct price is higher, the customer will be contacted; in this case, a contract will be concluded only if the customer wants to purchase at the actual, correct price. If the correct price is lower, the lower price will be charged.

2. Delivery times for the shipping of goods

Goods purchased online (catalogues, etc.) will be shipped via postal service. In case of payment by credit card, we shall ship the goods within 7 workdays from approval of the payment by the credit card company. In case of advance payment, we shall ship the goods within 7 workdays from receipt of the full payment in our account. Shipment within Austria and abroad is per postal service to the address specified in the order. Upon handing over of the goods to the postal service as carrier, the risk shall pass to the customer.

We reserve the right to partial shipments. If a product to be shipped should not be in stock for a period of at least four weeks, we shall inform the customer of this via email and thus enable the customer to withdraw from the purchase contract regarding the goods not in stock by written notice via email sent to us. If the customer should not avail himself or herself of this possibility of withdrawal from the purchase contract within the period specified by us, the contract shall remain in force and will be fulfilled by us as soon as the goods are again in stock for shipment.

3. Payment

Payment shall be by credit card or by advance payment. Only after receipt of the order, the staff of the ALBERTINA will contact the customer to clarify all further steps of the payment and shipment procedure. The sale shall only be deemed completed after the payment procedure has been clarified. At that point, the purchase is considered binding and may no longer be cancelled or modified, unless a statutory right of withdrawal applies. However, the sales contract shall only be concluded if the transaction was executed with a valid credit card and after the payment has been authorised by the relevant credit card company, or – in case of advance payment – after receipt of the full payment in our bank account.

4. Reservation of Ownership

Until full payment, all goods shall remain the property of the ALBERTINA.

5. Warranty and Liability

The statutory warranty provisions shall apply.

This website has been created to the best of our knowledge and has been conscientiously tested. Nevertheless, liability cannot be assumed for the flawless functioning of the website, for the remedying of errors and for the freedom of the website and server from viruses or other harmful programs, functions or similar. Claims for damages lodged by the customer on whatsoever legal grounds and in particular for default, inability of performance, positive breach of contractual duty, negligence upon conclusion of the contract, consequential damage due to defects, defects or torts shall be excluded, unless such claims are based on intentional action or gross negligence on the part of the ALBERTINA. This restriction shall not apply to compensation for injury to persons or damage to property handed over for processing or to claims for damages according to the Product Liability Act.

Contents of referenced and linked sites are expressly not a component of the website. Any warranty or liability for contents of referenced sites is herewith expressly excluded. The ALBERTINA expressly distances itself from any unlawful contents of referenced sites and assumes no responsibility for the contents and functions of such websites.

6. Data Protection

Please find all information on data protection in our data protection policy at the website of the ALBERTINA Museum: [\[\[LINK\]\]](#)

7. Cancellation Policy

You are entitled, within a period of fourteen days and without giving reasons, to withdraw from this contract. The withdrawal period shall begin fourteen days from the day on which you have – or a third party nominated by you, who is not the carrier, has – taken possession of the goods (or in case of ordering several goods shipped separately, the last piece of goods).

To exercise your right of withdrawal, you must inform us about your decision to withdraw from this contract by means of an unequivocal statement (e.g. letter sent by post, fax or email). For this purpose, you may use the standard withdrawal form given below, which, however, is not mandatory.

To observe the withdrawal period, it shall be sufficient for you to send the information regarding your exercise of the right of withdrawal before expiry of the withdrawal period to the following address.

ALBERTINA
Albertinaplatz 1
A - 1010 Vienna
T +43 (0)1 53483-0
F +43 (0)1 53483-199
E shop@albertina.at

Standard Withdrawal Form

Please fill in this form if you wish to withdraw from the contract:
I hereby give notice of withdrawal from the contract concluded by me.
Ordered on (*)
Name of customer (*)
Postal address of customer (*)
Date (*)
Signature of customer (only for communications on paper) (*)

8. Consequences of Withdrawal

If a customer withdraws from a contract already concluded, the ALBERTINA shall refund all payments received by the ALBERTINA from the customer, including the shipment charges (with exception of additional costs resulting from the fact that the customer had chosen another type of shipment than the one offered by the ALBERTINA as the most convenient standard delivery), promptly and not later than fourteen days from the day on which notice of withdrawal from this contract was received by the ALBERTINA. For this refund, the ALBERTINA shall use the same means of payment that was employed by the customer in the original transaction, unless some other modality was expressly agreed with the customer; in no case shall the customer be charged any fee for this refund. The ALBERTINA may refuse the refund until it has received the goods returned or until the customer has furnished proof of the fact that he or she has sent back the goods, whichever is earliest.

The customer shall send back or hand over the goods to the ALBERTINA promptly and in any case not later than fourteen days from the day on which he or she has informed the ALBERTINA about his or her withdrawal from the contract. This period shall be deemed observed if the customer sends back the goods before expiry of the fourteen-day period.

The customer shall bear the direct costs of returning the goods.

9. Miscellaneous

The email address or postal address indicated by the customer in the order shall be the customer's legally valid address for delivery and declarations of intent until written notice of a different email address or postal address is given. The customer shall be obligated to fully and accurately furnish the relevant information requested in the contract. In case of incorrect, incomplete or unclear information furnished, the customer shall be liable for all related costs arising to the ALBERTINA. The customer shall be required, under penalty of liability for damages, to report any changes in his or her name, postal address or place of residence promptly in writing. In case of the customer failing to do so, any written notice sent to the last furnished email address or postal address shall be deemed to satisfy the requirements for valid delivery.

The customers are aware that the Internet is not a secure medium of communication and that data sent over the Internet may become known on the one hand and may be modified by third parties on the other hand. The customers shall bear the risk that data will not be received by us, or that data will not be received by us in the form in which it was sent by the customers. We may rely on the assumption that data was sent by the customers in the form in which we have received it.

Austrian law shall apply. For entrepreneurs and consumers whose place of residence or usual abode is outside Austria or who are not employed in Austria, the competent court for 1010 Vienna is agreed on as the competent court for all legal disputes arising in connection with this contract, also inasmuch as this may concern its establishment or termination.

We reserve the right to modify or adapt these General Terms and Conditions as necessary, in which case the respective modifications shall only apply to the conclusion of future contracts.

Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

If your place of residence is in the EU, you can access the online platform of the European Commission for online dispute resolution here: <http://ec.europa.eu/consumers/odr>.

In case of questions, please contact:

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