

Schnauzer & Beagle Brewery

General Terms & Conditions (Consumers)

We deal with our customers in a very accommodating manner. The following terms and conditions are therefore intended as part of our cooperation to show where our responsibility lies.

1. Scope

- 1.1** For the business transactions between Schnauzerbeagle.com and consumers - i.e. persons for whom the legal transaction is not part of the operation of their company.
- 1.2** Contracts for deliveries and services by Schnauzerbeagle.com are only concluded using these terms and conditions.
- 1.3** Deviating, conflicting or supplementary contractual conditions of the consumer do not become part of the contract, unless Schnauzerbeagle.com has expressly approved the application in writing.

2. Service & prices

- 2.1** The prices are given in euros and include the statutory sales tax and standard packaging costs.
- 2.2** The prices do not include the shipping costs (see point 11. "Shipping" and the shipping costs overview on the Schnauzerbeagle.com website) as well as all additional services and any special requests
- 2.3** The prices stated by Schnauzerbeagle.com apply at the time of the offer by the consumer, provided that the consumer does not want any subsequent changes

3. Email traffic

- 5.1** The customer has the option to actively contact Schnauzerbeagle.com by email and to send personal data (e.g. invoice data, delivery data) and orders.
- 5.2** It is pointed out that the transmission of unencrypted emails is not considered secure and Schnauzerbeagle.com therefore assumes no liability for any data loss or correctness of the data.

4. Conclusion of contract

- 6.1** Offers and prices quoted by Schnauzerbeagle.com are generally non-binding, unless their binding nature has been expressly agreed.
- 6.2** The consumer submits a binding offer with his order.
- 6.3** When ordering via the online shop or by email, the consumer receives an order confirmation. This is a binding order confirmation.

6.4 Schnauzerbeagle.com can accept offers from consumers within one week after receipt of the offer, or in the case of an order via the online shop within three days. A contract is only concluded when the consumer receives an order confirmation.

5. Retention of title

The contractual items remain the property of Schnauzerbeagle.com until the invoice amount has been paid in full.

6. Subsequent changes to the contract

6.1 Changes to the order by the consumer after the contract has been concluded require the consent of Schnauzerbeagle.com.

6.2 The consumer bears all additional costs that Schnauzerbeagle.com incurs as a result of subsequent changes to the order by the consumer. This also includes the cost of the machine downtime caused by the changes.

6.3 Schnauzerbeagle.com is not liable for compliance with the original delivery time in the event of subsequent changes by the consumer.

7. Right of withdrawal

7.1 Schnauzerbeagle.com has the right to withdraw from an already concluded contract if either the transmitted print data or the fulfillment of the contract violate Austrian criminal law or are racist, federal constitution of the Republic of Austria or other immoral goals.

7.2 In the event of force majeure or other unforeseeable, exceptional and non-culpable circumstances (e.g. in the case of material procurement difficulties due to a lack of raw materials, strikes, lockouts, official intervention, energy supply difficulties or the like) - if Schnauzerbeagle.com is prevented from fulfilling its obligation in good time - the delivery time will be extended accordingly Scope (maximum five weeks). If Schnauzerbeagle.com is prevented from fulfilling its contractual obligations in good time due to the circumstances mentioned and if the delay in performance lasts longer than five weeks, there is a mutual right of withdrawal. If the delivery time is extended or if Schnauzerbeagle.com is released from its performance obligation, the consumer cannot derive any claims for damages from this. The circumstances mentioned can be under pressure.

9. The consumer has no right to withdraw from distance contracts

9.1 if Schnauzerbeagle.com has started to perform the service before the end of the withdrawal period - based on an express request by the consumer and confirmation of the consumer that he is aware of the loss of the right to withdraw from the contract - and the service has then been rendered in full;

9.2 Goods that are made according to customer specifications or are clearly tailored to personal needs.

9.3 In the case of contracts that are not listed in 7.3. listed, the consumer has the right to withdraw from the contract within 14 days without giving any reason.

10. The withdrawal period is 14 days and is calculated as follows:

10.1 in the case of a service contract, calculated from the day the contract was concluded;

10.2 in the case of a sales contract, calculated from the day on which the consumer or a third party named by him, who is not the carrier, took possession of the goods;

10.3. in the case of a contract for several goods that the consumer has ordered as part of a single order and that are delivered separately, counting from the day on which the consumer or a third party named by him, who is not the carrier, receives the last goods in Has taken possession;

10.4 In order to exercise the right of withdrawal, the consumer must contact info@schnauzerbeagle.com about his decision to withdraw from the contract.

10.4 To meet the withdrawal deadline, it is sufficient if the consumer sends a declaration of exercise of the right of withdrawal before the withdrawal period expires.

11. Consequences of withdrawal

11.1 If the consumer exercises his legal right of withdrawal, Schnauzerbeagle.com is obliged to make all payments made by the consumer including the shipping costs (with the exception of those shipping costs that the consumer chose for a shipping method other than the cheapest standard delivery offered by Schnauzerbeagle.com) to be reimbursed immediately and at the latest within 14 days of receipt of the cancellation notice. The same means of payment that the consumer used in the original transaction will be used for the repayment, unless expressly agreed otherwise. Under no circumstances will the consumer be charged a fee for the repayment.

11.2 Schnauzerbeagle.com is entitled to refuse repayment until the goods to be returned are received or until proof is received that the goods have been returned (whichever is the earlier).

11.3 The consumer must return or hand over the goods to Schnauzerbeagle.com immediately (at the latest within 14 days) from the day on which he informs Schnauzerbeagle.com of the withdrawal from the contract. The deadline is met if the goods are dispatched before the 14-day deadline.

11.4 Schnauzerbeagle.com bears the direct costs of returning the goods.

11.5 If the consumer has demanded that Schnauzerbeagle.com should start performing services during the withdrawal period, he must pay printing.at an appropriate amount that corresponds to the portion of the services already provided by the time the right of withdrawal was exercised Compares to the total scope of the services provided in the contract.

12. Payment

12.1 Invoices are sent together with the order or separately by post. The due date is expressly stated on the invoice.

12.2 For larger orders as well as orders that require the purchase of special ingredients, Schnauzerbeagle.com can require the consumer to make an advance payment and - in accordance with the work performed - also to make partial payments by delivering partial invoices.

13. Late payment

13.1 In the **event of late** payment, the consumer has to pay default interest of 5% above the EURIBOR (Euro Interbank Offered Rate).

13.2 In the event of a delay in payment, the consumer undertakes to replace expenses necessary for the appropriate legal prosecution and reasonable in relation to the claim. If a debt collection agency is included, the consumer is obliged to reimburse the costs resulting from Schnauzerbeagle.com, provided that these do not exceed the maximum fees due to the debt collection agencies in accordance with the BMWA ordinance.

12.3 The assertion of further damage caused by delay is not excluded.

12.4 In the event of default in payment, Schnauzerbeagle.com is entitled to make invoices that are not yet due, to demand partial payments for the costs already incurred, to make the further work on open orders dependent on partial payments to be made in advance and to settle all open invoice amounts. In addition, Schnauzerbeagle.com is entitled to withhold the goods that have not yet been delivered until all outstanding down payments, partial payments and invoice amounts have been paid in full.

12.5 If the consumer concludes the contract on behalf of a third party, he is liable for the collectibility of the claim against that third party. Schnauzerbeagle.com can only demand payment of the outstanding claim from the consumer after unsuccessful reminder from the third party.

12.6 In the case of billing to third parties, the consumer is **jointly and severally** liable for the payment of the invoice amount in addition to the recipient of the invoice.

14. Shipping

14.1 Schnauzerbeagle.com delivers in the European Union.

14.2 The currently possible shipping methods and their costs are displayed on the Schnauzerbeagle.com website under "Shipping costs".

14.3 Schnauzerbeagle.com is entitled to deliver orders in partial deliveries. Partial invoices are also permitted for partial deliveries.

14.4 The delivery or production time depends on the type of product and the scope of the order. Detailed information can be found in the online price table on the Schnauzerbeagle.com website. The delivery time is measured from the conclusion of the contract, provided that at this time Schnauzerbeagle.com all the necessary work documents, in particular the printable templates (see point 16. "Supplied materials") are available and nothing different has been noted in

the order confirmation. Otherwise, the delivery time begins when the specified conditions are met.

13.5 The duration of the delivery period is interrupted for the duration of the inspection of sent brush prints, proofs or failure samples as well as for the duration of the inspection of print results sent for approval by the consumer.

13.6 The delivery times specified by Schnauzerbeagle.com in the order confirmation do not include the promise of a fixed date. Fixed dates are to be agreed separately in writing.

14.7 If compliance with the delivery time depends on the timely participation of the consumer (e.g. provision of fault-free data and required working documents, immediate checking of preliminary and interim results, delivery of the films, author's correction) and if the latter fails to meet its duties to cooperate on time, Schnauzerbeagle.com is liable not for compliance with the agreed delivery date. This also applies in the event of subsequent order changes by the consumer. In addition, Schnauzerbeagle.com is entitled to reimbursement of any costs that it may incur - culpably caused by the consumer.

14.8 The risk of loss or damage to the goods is transferred to the consumer when the goods are handed over to the delivery address specified by the consumer. The handover is the same if the consumer is in default with the acceptance of the goods. If the consumer himself has concluded a transport contract without using a selection option proposed by Schnauzerbeagle.com, the risk passes to the carrier as soon as the goods are handed over.

15. Delay in delivery

15.1 In the event of a delay in delivery, the consumer must set a reasonable grace period of at least one week based on the respective order. After the grace period has expired without effect, the consumer can withdraw from the contract by setting a new grace period of at least one week.

14.2 However, in the event of a delay in delivery, the consumer can withdraw from the contract immediately if there is a fixed deal or Schnauzerbeagle.com unjustifiably and finally refuses the service or is unable to deliver within a reasonable period.

14.3 If the consumer withdraws from the contract due to a delay in delivery, the contract will be **canceled** step by step.

16. Delay in acceptance

- a. **15.1** The consumer is obliged to immediately accept the goods sent in accordance with the contract or made available for collection.
- b. **15.2** If the consumer is in default of acceptance, Schnauzerbeagle.com is entitled to store the goods for a period of 4 weeks at the risk and expense of the consumer himself or with a freight forwarder (see also item 17 "Storage").

17. Warranty

17.1 In the **event of** a justified complaint, the consumer can choose between improvement and exchange. Schnauzerbeagle.com is entitled to refuse the

chosen remedy if it is impossible or involves a disproportionate effort compared to the other remedy. If an improvement or an exchange is not possible or feasible, the consumer can demand price reduction or - if it is not just a minor defect - conversion of the contract.

18. Limitation of liability

18.1 Claims for damages by the consumer are excluded, unless the damage was caused by willful or grossly negligent actions. In the event of slight negligence, Schnauzerbeagle.com is only liable for any personal injury.

18.2 In the event of liability, only monetary compensation can be requested.

18.3 Claims for damages in the event of other forfeiture must be made within three years of becoming aware of the damage and the damaging party.

19. Final provisions

19.1 Austrian law applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply. For any legal disputes arising from the contract, the mandatory consumer law provisions at the consumer's place of residence apply to the contractual relationship.

19.2 If the consumer is domiciled or habitually resident in Austria or is employed in Austria, the competent court at the domicile, place of habitual residence or employment of the consumer is solely responsible for all disputes arising directly or indirectly from the contract. This does not apply to legal disputes that have already arisen.

19.3 The contract language is English

General Terms & Conditions (Businesses)

We deal with our customers in a very accommodating manner. The following terms and conditions are therefore intended as part of our cooperation to show where our responsibility lies.

1. Scope

1.1 For all business relationships between Schnauzer & Beagle and natural or legal persons who are not consumers within the meaning of the KSchG (hereinafter: entrepreneurs), the following general terms and conditions apply.

1.2 These terms and conditions also apply to all future business relationships with the entrepreneur, even if they are not expressly agreed again. The version valid at the time the contract is concluded is decisive.

1.3 Contracts for deliveries and services by Schnauzer & Beagle are only concluded using these terms and conditions.

1.4 Deviating, conflicting or supplementary contractual conditions - in particular business or delivery conditions of the entrepreneur - do not become part of the contract, unless Schnauzer & Beagle.at has expressly agreed to their application in writing.

2. Service & prices

2.1 The prices are given in EURO and include the statutory sales tax, unless they are expressly marked as net prices, as well as the standard packaging costs.

2.2 The prices do not include the shipping costs (see point 11 and the overview of shipping costs on the Schnauzer & Beagle.at website) as well as all additional services and any special requests (see point 4 in particular). Any shipping costs are always listed separately.

2.3 The prices stated by <https://www.schnauzerbeagle.com/> apply at the time of the offer by the entrepreneur, provided that the entrepreneur does not want any subsequent changes.

3. Email traffic

3.1 The customer has the possibility to actively contact <https://www.schnauzerbeagle.com/> by email and to send personal data (e.g. invoice data, delivery data) and orders.

3.2 Please note that the transmission of unencrypted emails is not considered to be secure and therefore Schnauzer & Beagle.at assumes no liability for any loss of data or the correctness of the data.

4. Conclusion of contract

4.1 Offers and prices quoted by Schnauzer & Beagle.at are generally non-binding, unless their binding nature has been expressly agreed.

4.2 The entrepreneur makes a binding offer with his order.

4.3 When ordering via the online shop or email, the entrepreneur receives an order confirmation. This is a binding order confirmation.

4.4 Schnauzer & Beagle.at can accept offers from entrepreneurs within one week after receipt of the offer, in the case of an order via the online shop within three days. Schnauzer & Beagle.at is entitled to refuse to carry out the order - for example after checking the creditworthiness of the entrepreneur.

4.5 Objections to possible deviations in the content of an order confirmation from the order must be raised within two working days after receipt of the order confirmation, otherwise the content of the order confirmation is deemed to be agreed.

5. Retention of title

5.1 Any contractual items remain the property of Schnauzer & Beagle.at until the invoice amount has been paid in full. The following provisions also apply:

5.1.1 The goods remain the property of Schnauzer & Beagle.at until full payment of all claims by Schnauzer & Beagle against the entrepreneur on the invoice date. In the case of an ongoing invoice, the reserved property is considered as security for the balance claim of Schnauzer & Beagle.

5.1.2. The claims of the entrepreneur from a resale of the goods subject to retention of title are assigned to Schnauzer & Beagle.at as soon as an order is placed to secure all claims of Schnauzer & Beagle.at from the business relationship.

5.1.3. The entrepreneur is not entitled to dispose of the reserved goods in any other way. At the request of Schnauzer & Beagle.at, the entrepreneur is obliged to notify the third party ordering of the assignment to Schnauzer & Beagle.at.

5.1.4.. If the value of the collateral existing for Schnauzer & Beagle.at exceeds the total claim by more than 20%, Schnauzer & Beagle.at is obliged to release collateral at the discretion of the entrepreneur at the request of the entrepreneur or a third party affected by the over-collateralisation of Schnauzer & Beagle.at.

6. Subsequent changes to the contract

6.1 Changes to the order by the entrepreneur after the contract has been concluded (e.g. also in the context of the so-called orderer and author correction) require the approval of Schnauzer & Beagle.at. Subsequent changes also include repetitions of test prints that are requested by the entrepreneur due to a slight deviation from the template or its details.

6.2 The entrepreneur bears all additional costs that Schnauzer & Beagle.at incurs due to subsequent changes to the order by the entrepreneur. This also includes the cost of the machine downtime caused by the changes.

6.3 Schnauzer & Beagle.at is not liable in the event of subsequent changes by the entrepreneur for compliance with the original delivery time.

7. Invoice price

Schnauzer & Beagle.at invoices the deliveries and services on the day of (also partial) delivery or when the goods are stored for the entrepreneur or kept ready for him on call. The accounting is done in EURO. The invoice price can deviate from the order price if subsequent changes are made by the entrepreneur after the order has been specified (see point 7).

8. Payment

8.1 Invoices are sent together with the order or separately by post. They are due within 14 days or to be paid at the payment terms specified on the invoice.

8.2 Unless another bank account is specified on the invoice, payments must be made to the following bank account:

Payee:

Schnauzer & Beagle

TBC

IBAN:

tbc

BIC:

tbc

8.2 Before making a conditional down payment, Schnauzer & Beagle.at is under no obligation to execute the order. Any adverse consequences that may arise from this (eg failure to meet the delivery deadlines) will be borne by the entrepreneur.

8.3 Offsetting against claims of Schnauzer & Beagle.at with counterclaims of whatever kind is excluded. The entrepreneur is not entitled to withhold payments.

8.4 Justified complaints do not entitle to withhold the entire, but only a reasonable part of the invoice amount.

8.5 Any discounts for resellers (partners) will be displayed in the online product order form after entering a valid reseller email address and password. Any additional discounts that may be available are automatically assigned to the in-house entry. Special agreements are only possible in exceptional cases and require the approval of the executive board of Schnauzer & Beagle.at.

9. Late payment

9.1 In the **event of late** payment, the entrepreneur has to pay default interest of 5% above the base rate.

9.2 In the event of default, the entrepreneur undertakes to bear all costs and expenses associated with the collection of the receivable or other costs necessary for appropriate legal prosecution.

9.3 The assertion of further damage caused by delay - in particular the damage caused by the fact that due to non-payment correspondingly higher interest on any credit accounts of Schnauzer & Beagle.at - is not excluded.

9.4 In the event of a delay in payment or a significant deterioration in the financial situation of the entrepreneur, Schnauzer & Beagle.at is entitled to demand immediate payment of all - not yet due - invoices, to request partial payments for the costs already incurred, to continue working on current orders to be performed in advance. Make partial payments and the settlement of all outstanding invoice amounts dependent. In addition, Schnauzer & Beagle.at is entitled to withhold the goods that have not yet been delivered until all outstanding down payments, partial payments and invoice amounts have been paid in full, and to stop working on ongoing orders if the proportionate payments are not paid. Schnauzer & Beagle.at is also entitled to these rights if the entrepreneur does not make any payment despite a reminder that gives rise to the default.

9.5 If the entrepreneur concludes the contract on behalf of a third party, he is liable for the collectability of the claim against that third party. Schnauzer & Beagle.at can only request payment of the outstanding claim from the entrepreneur after unsuccessful reminder from the third party.

9.6 In the case of offsetting to third parties, the entrepreneur is **jointly and severally** liable for the payment of the invoice amount in addition to the invoice recipient.

10. Shipping

10.1 Schnauzer & Beagle delivers in the EU

10.2 The currently possible shipping methods and their costs are displayed on the Schnauzer & Beagle website under "Shipping costs".

10.3 Schnauzer & Beagle.at is entitled to deliver orders in partial deliveries. Partial invoices are also permitted for partial deliveries.

11. Delay in delivery

11.1 In the event of a delay in delivery, the entrepreneur must set a reasonable grace period of at least one week based on the respective order. After the grace period has expired without effect, the entrepreneur can withdraw from the contract by setting a new grace period of at least one week. The withdrawal must be made by registered letter.

11.2 The right of withdrawal always relates only to the delivery or service part with regard to which there is a delay.

11.3 If the entrepreneur withdraws from the contract due to a delay in delivery, the contract will be carried out step by step.

11.4 The entrepreneur has to accept minor exceedances of the agreed delivery times or dates without being entitled to withdraw or to claim damages.

11.5 In the event of force majeure or other unforeseeable, exceptional and no fault of your own (e.g. in the event of material procurement difficulties, operational disruptions, strikes, lockouts, lack of means of transport, official intervention, energy supply difficulties, etc.) - even if they occur with suppliers or suppliers Schnauzer & Beagle.at is released from the obligation to deliver for the duration of the disruption. If the delivery or service becomes impossible or unreasonable due to the above-mentioned circumstances, Schnauzer & Beagle.at is released from the service obligation. If the delay in performance lasts longer

than five weeks, the entrepreneur is entitled to withdraw from the contract. If the delivery time is extended or Schnauzer & Beagle.at is released from its performance obligation, the entrepreneur cannot derive any claims for damages from this. Schnauzer & Beagle.at can only refer to the above-mentioned circumstances if it notifies the entrepreneur immediately.

12. Delay in acceptance

12.1 The entrepreneur is obliged to immediately accept the goods sent in accordance with the contract or made available for collection.

12.2 If the entrepreneur is in default of acceptance, Schnauzer & Beagle is entitled to store the goods for a period of four weeks at the risk and expense of the entrepreneur himself or with a freight forwarder (see point 17). After this period has expired or a further reasonable grace period has been set, durck.at is entitled to withdraw from the contract and to use the goods for other purposes.

13. Warranty

13.1 In the case of partial delivery, these regulations apply to the delivered part. Defects in part of the delivered goods do not entitle the customer to object to the entire delivery.

13.2 The entrepreneur must examine the delivered goods for defects. Open defects are to be reported to Schnauzer & Beagle immediately, clearly and in writing (notification of defects). Hidden defects must be reported to Schnauzer & Beagle immediately after discovery.

13.3 Section 924 ABGB does not apply. The entrepreneur must prove the existence of the defect at the time of delivery.

13.4 The right of recourse according to § 933b, second sentence ABGB expires two years after the service has been provided by Schnauzer & Beagle.at.

13.5 In the **event of** justified complaints, Schnauzer & Beagle is at its own discretion, subject to the exclusion of other claims, may replace the delivery, up to the amount of the order value. The same applies in the event of a justified complaint about the rectification or replacement delivery. In the event of delayed, omitted or unsuccessful repair or replacement delivery, the entrepreneur can demand a reduction in the remuneration or withdraw from the contract.

13.5 Schnauzer & Beagle.at is only liable for consequential harm caused by a defect if Schnauzer & Beagle.at or a vicarious agent has acted with intent or gross negligence.

13:6 Schnauzer & Beagle.at not liable for damages caused by faulty storage of the products on the part of the entrepreneur.

14. Limitation of liability

14.1 Claims for damages by the entrepreneur are excluded, unless the damage was caused by willful or grossly negligent actions. In the event of slight negligence, Schnauzer & Beagle.at is only liable for any personal injury.

14.2 Schnauzer & Beagle.at is only liable for contract-typical, foreseeable damage. Furthermore, Schnauzer & Beagle.at's liability for each damage event is limited to the amount of the order. Liability for lost profits is excluded.

14.3 In the event of liability, only monetary compensation can be requested.

14.4 Claims for damages in the event of other forfeiture must be brought to court within six months of becoming aware of the damage and the damaging party. After one year from delivery or the provision of services by Schnauzer & Beagle.at, the entrepreneur bears the burden of proof.

14.5 If Schnauzer & Beagle.at is liable, Schnauzer & Beagle.at is exempt from liability to the extent that existing and enforceable claims against supplying or processing companies are assigned to the entrepreneur.

14.6 The subject of the contract only offers that certainty that can be expected taking into account the material-specific properties.

14.7 The limitations of liability also apply to pre-contractual obligations, ie even if no contract is concluded.

15. Indemnification and indemnification

15.1 Schnauzer & Beagle.at must immediately notify the entrepreneur of such third-party claims and announce the dispute to it in the event of legal claims. If the entrepreneur does not join the procedure as a contestant of Schnauzer & Beagle.at as a result of the proclamation of the dispute, Schnauzer & Beagle.at is entitled to recognize the claimant's claim and to indemnify and indemnify the entrepreneur regardless of the legality of the recognized claim.

16. Final provisions

16.1 Austrian law applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

16.2 For all legal disputes arising from the contractual relationship, which are subject to these terms and conditions, including those relating to the existence or non-existence of the contractual relationship, (a) for actions brought by Schnauzer & Beagle at the choice of Schnauzer & Beagle, the relevant court at the registered office of Schnauzer & Beagle or at the general place of jurisdiction of the entrepreneur, (b) for complaints against Schnauzer & Beagle only the relevant court at the headquarters of Schnauzer & Beagle is responsible.

16.3 The contract language is English.

16.4 **The place of** performance for delivery and payment is the registered office of Schnauzer & Beagle.

16.5 We undertake to participate in the dispute settlement procedure of the Internet Ombudsman: www.ombudsmann.at. For more information on the [types of](#) proceedings, [go to www.ombudsmann.at](http://www.ombudsmann.at) .

The OS platform can also be used to settle disputes with our company: <https://ec.europa.eu/consumers/odr>

Our email address: info@schnauzerbeagle.com

16.6 All order agreements, changes or additions to the contract and these terms and conditions must be in writing to be valid. This also applies to the departure from the written form requirement. Verbal agreements, for example by employees in the field, must be confirmed in writing.

16.7 Should individual provisions of the contract, including these terms and conditions, be or become ineffective in whole or in part, this does not affect the validity of the remaining provisions. The wholly or partly ineffective regulation is replaced by a regulation that comes as close as possible to the content and purpose of the wholly or partly ineffective regulation.