

[NB: The English translation of this document is provided solely for the purpose of convenience; in case of dispute only the original German version is legally binding.]

General Terms and Conditions

General Terms and Conditions for the Internet Shops of the City of Linz

1 Scope and Applicability

1.1 The General Terms and Conditions (AGB Linz-Shops) of the City of Linz in the respectively current version apply to all deliveries and services that the City of Linz provides to the customer via the online web shops, to the extent that no special conditions apply to the individual web shops. They also apply to all future transactions, even in such cases where no explicit reference is made to them.

Linz-Shops:

- Linz Souvenirs
- Linz Media
- Linz for Senior Citizens
- Linz for Parents and Children
- Linz for Kids and Young People
- Linz Brochures
- Linz for Guests
- Linz Culture
- Linz History
- Linz Environment
- Lentos Shop

1.2 An agreement pertinent to the Internet Shop between the City of Linz and the customer results from a commission by the customer and its acceptance by the City of Linz.

The customer's commission results from the transmission of the relevant order form provided on the Internet. The commission is accepted when an order confirmation pursuant to § 5 d Abs 1 KschG is sent to the customer via e-mail.

A valid e-mail address is required for an order via the Internet Shops of the City of Linz.

1.3 By concluding this agreement, the customer agrees to these General Terms and Conditions and is bound by them. Differing conditions on the part of the customer are not recognized by the City of Linz, unless the City of Linz has explicitly agreed to them in writing.

1.4 By placing an order, the customer declares that he or she is of legal age and of full legal capacity.

1.5 The City of Linz retains the right to alter the General Terms and Conditions of the Linz Shops or to adapt them to a new legal situation at any time. These changes in the General Terms and Conditions will be made known on the Linz web site at www.linz.at. They are effective immediately from this point on for new agreement partners.

2 Delivery, Transport, Default of Acceptance, Transfer of Risk

2.1 We deliver the goods ordered by the means of transport of our choice to the place of business or residence of the customer. We reserve the right of a partial delivery, if this can be considered feasible for the customer in individual cases. The rejection of an order or the impossibility of providing services will be communicated without delay, payment will be reimbursed as applicable.

Models and technical information represented on the Internet may be subject to technical improvements or other reasonable changes and deviations. We also reserve the right to withdraw from the agreement, if the goods cannot be delivered due to reasons that we cannot accept.

The normal delivery period for deliveries within Austria is two weeks, for deliveries abroad four weeks.

If no other agreements exist, the place of fulfillment is Linz.

2.2 Retention of Title

In the case of deliveries, the delivered goods remain the property of the City of Linz until complete payment of the price and all additional costs has been received.

2.3 With the transfer to a transport company, the risk of accidental loss is transferred to the customer. This also applies in the case of partial deliveries. With the transfer to the transport company the City of Linz also transfer all liability for delivery, and the risks and costs of the transport lie with the customer.

2.4 If the customer does not accept the ordered product as agreed (default of acceptance), the City of Linz is entitled to charge for damages incurred accordingly.

2.5 Default of Acceptance

Should the normal period of delivery or a respectively agreed period of delivery be culpably exceeded by the City of Linz, a default of acceptance is only the case after a suitable extension of time has been set by the customer. For deliveries within Austria, a period of two weeks is regarded as a suitable extension, for deliveries abroad a period of four weeks.

If the delivery has not been concluded within the extension of time, the customer is entitled to withdraw from the agreement with a written declaration. If the purchase price has already been paid, it will be reimbursed to the customer.

3 Prices and Conditions for Payment

3.1 Prices

Prices for deliveries and services from the City of Linz are listed in the respective web shop. The prices listed there, but also the prices in other price lists, catalogues and Internet sites are subject to change, meaning the right to change to listed prices is explicitly reserved. If not otherwise agreed in writing, the prices indicated at the time of the order apply. All prices are principally indicated as gross prices including the sales tax prescribed by law and excluding shipping costs, unless explicitly indicated differently in the respective web shop.

The actual costs of postage and packaging are charged as shipping costs. The specific prices and costs are indicated in the respective web shop. For the Lentos Shop, shipping is carried out only after payment is received (prepayment). The currency is Euro (EUR). Net prices apply solely to commercial enterprises.

3.2 Payment Conditions

3.2.1 Payment can be made by the customer with a payment form (bank transfer). Unless otherwise agreed, payments for services and deliveries are due in this case within 30 days of the receipt of the invoice without reduction.

3.2.2 Alternative Methods of Payment:

Payment can also be made by the customer via eps (e-payment standard via Internet-banking of the customer's bank). For this, a highly secure (encrypted) connection to the customer's bank is established, so that the customer can transfer the amount due directly through Internet-banking. A transfer is made from the customer's account to the account of the City of Linz. In this case, payment for services and deliveries, unless otherwise agreed, is due at the beginning of the working day following the placement of the order.

The City of Linz currently enables interfaces to all banks that offer the eps2 standard.

We also accept credit cards from providers with payment guarantees (Visa, Mastercard at this time).

In addition, payment is also possible using the Maestro function of an ATM card – following prior registration with Maestro.

3.2.3 The customer is responsible for all declarations required for the payment transaction and to repeat them as required at any time. In the course of an online order transaction, the customer supplies all the data needed to fulfill the agreement, and after reading and agreeing to the General Terms and Conditions of the Linz

Shops and the completed order transaction, concludes an agreement based on the agreed service.

4 Customer Obligations

The customer is obligated to promptly inform the City of Linz about any changes to the e-mail or postal address during an ongoing agreement relationship. Legally important statements are considered communicated to the customer, if they are sent to the last known address, if no notification of a change of address has been given.

5 Return/Right of Withdrawal Pursuant to Distance Selling Law

5.1 Pursuant to § 5 e KSchG, the customer can withdraw from a contract made or agreed to as a distance sale and return the acquired goods. It is sufficient if the statement of withdrawal is sent within the time limit. The withdrawal time limit is seven working days, whereby Saturday is not considered a working day. It starts for contracts regarding the delivery of goods with the day it is received by the customer; for contracts regarding the performance of services it starts with the day the contract is concluded.

5.2 If the customer withdraws from the contract, the City of Linz is to contemporaneously reimburse all payments made by the customer and to reimburse the customer for necessary and expedient work performed by the customer on ordered hardware, software or other goods. Moreover, the customer is obligated to return the hardware, software or other goods to the original state and to pay the City of Linz a commensurate fee for use, including compensation for a concomitant reduction of the conventional value of the hardware, software or other goods.

5.3 Pursuant to § 5 f KSchG there is not right to withdrawal

- for services, the performance of which for the customer has started as agreed within seven working days after agreement to the contract,
- for goods made according to the customer's specifications,
- for audio or video recordings or software, if they are unsealed by the customer,
- for newspapers, journals and magazines, with the exception of contracts for periodicals.

5.4 Pursuant to § 5 e KSchG, if the customer withdraws from the contract, then the customer is responsible for the costs of returning the delivery.

6 Warranty and Liability

6.1. The City of Linz offers its available services with meticulous attention to detail, dependability, and availability. However, the City of Linz can assume no liability for services subject to interruption and when, due to technical difficulties, the requested connection must always be continually resumed or that data can be saved under all circumstances. The City of Linz reserves the right to adjust and modify their web shops in order to accommodate and update to new conditions.

6.2. Customers can submit a claim to replace or exchange damaged goods, providing the exchange or replacement is not a disproportionately high expenditure for the City of Linz. Customers can receive adequate discount on the product, providing the damage is only slight and minimal, and customers have the right to terminate the agreement if the damages fail to be eliminated. The same applies if the City of Linz does not supply an adequate replacement or exchange in the time allotted, if the action causes the customer significant inconvenience or if, with reasons stated by the City of Linz, the customer considers the solution unreasonable.

6.3. If the City of Linz guarantees the attributes of the product or its capacity for a particular use, the City of Linz is liable to the business for consent when submitted in writing.

6.4. If the customer determines a product defect, the City of Linz is to be notified immediately in order for legal claims to be addressed adequately and in a timely manner.

6.5. Businesses are required to honor inspection and obligation and give notice of defects according to § 377 HGB

6.6. Warranty claims become null and void when and if, without previous written consent by the City of Linz, the customer, or a third party non-authorized by the City of Linz, attempts to repair or alter the product. The same applies if customers receive goods requiring assembly and damage is caused by improper assembly and not on account of the assembly instructions.

6.7 Non-Warranty Clause

The City of Linz is only liable for damage caused deliberately or by severe negligence. The City of Linz is not subject to provide compensation for cases of mild negligence, except involving personal injury.

Equally excluded is the liability for acts of nature beyond our control, consequential damage and loss profits. The replacement of material and property damage is excluded if a business has suffered and the product was mainly used at that company.

7 Site of Jurisdiction

7.1. For impending conflicts with the contract agreement, legal jurisdiction is to be handled exclusively at the relevant court in the City of Linz.

7.2. For impending conflicts resulting from consumer commercial activity, the legal courts in the City of Linz will be the site of jurisdiction providing Linz is either the customer's legal place residence, place of a longer stay, or the customer's location of business. Furthermore, these mandatory consumer legal regulations are effective according to § 14 KSchG.

8. Applied Law

Austrian Law is to be applied under preclusion of the remittal norms of foreign law as well as the UN Convention on Contracts for the Sale of International Goods (CISG).

9. Contract Language in accordance to E-Commerce Law

The contract language is German.

10 Supplemental Agreements

Additional agreements are required to be submitted in written form. In particular, an agreement on the absence of a written consent can only be submitted in written form.

11. Salvatorian Clause

If a part of the contract is determined inaccurately specified, this does not mean that the whole terms and conditions of the General Terms and Conditions of Linz Shops are invalid and the other parts of the terms and conditions remain in full force and in effect. The customer agrees that it will be displaced by a legal solution or effective clause which is as close as possible to the originally intended one, after agreement and without either party being disproportionately disadvantaged.

12 Data Protection Policy, Cookies

Personal data, required to complete the agreement, is to be supplied by the customer and saved in order to successfully complete the transaction and will not be given to a third party. The general rules for data security and the use of cookies can be found at: http://www.linz.at/images/agb_e-gov2.pdf. Specific rules concerning data protection and cookies can also be found each of the web shops.

12a Problems Receiving E-mails

Due to some e-mail providers use of very restrictive criteria regarding spam and junk e-mail messages, e-mail messages sent by the Internet shops to customers could erroneously be classified as junk or spam mail. If a customer has problems finding sent and received e-mails from the Internet shops, customers are asked to check and monitor their "Junk" and "Spam" folders. Customers should be aware that due to technical reasons, sending e-mails is not always spontaneous and could take up to a few hours. Most Internet providers allow options for customers to declare individual "junk" and "spam" e-mails as "non junk e-mail". The official e-mail contact address for the City of Linz is: webmaster@mag.linz.at

If customers experience additional technical problems, customers are requested to contact their e-mail providers directly.