

# General Terms and Conditions (GTC)

Valid from 01.01.2021.

## I. Subject of the contract

1. The subject of this contract is the supply of percussion instruments such as "Snare Drum", "Pipe Drum" and "Marching Drum" (hereinafter referred to as "Drum") to the customer by Permatinger Steinmetz GmbH (hereinafter referred to as "Permatinger").
2. Customer can be both consumer and entrepreneur. A consumer is a person who enters into a legal transaction that cannot be attributed to his professional or commercial activity.
3. The technical quality of the drum results from the description of the respective drum in the online store, whereby the representation of the drum may not correspond to the delivered drum.
4. Resale of the Drum to third parties by the customer is prohibited. A transfer to third parties by the customer may only take place with the express consent of Permatinger.

## II. Conclusion of contract

1. By clicking the button "order with costs" or "buy now", the customer submits a binding purchase offer.
2. Permatinger is entitled to reject the order without giving reasons.
3. The contract is concluded by accepting the offer by e-mail from Permatinger, in which the order of the Drum is confirmed to the client. The contract is binding once Permatinger accepted the customers order/offer and confirmed this via email to the customer.

## III. Shipping

1. The shipment of the Drum is at the risk of the customer, provided that the customer is an entrepreneur. The mode of shipment is left to Permatinger. The risk is transferred to the customer when the Drum is handed over to the contractor. At the request of the customer and with reimbursement of the costs, Permatinger will make the delivery using a special shipping method (e.g. express transport) or in parts.
2. Unless otherwise agreed, delivery shall be made at the earliest possible date.
3. If Permatinger delivers to countries outside the European Union, additional costs may be incurred in individual cases, which are to be borne by the customer.
4. Permatinger may use an external service provider to fulfill its obligations.
5. Permatinger is entitled to make and invoice advance deliveries and partial deliveries.

## IV. Price, payment and billing

1. All prices stated on the Permatinger website are gross prices.
2. Payment is due immediate unless otherwise agreed. The goods remain the property of Permatinger until payment has been made in full.
3. A set-off by the customer, unless the customer is a consumer, against claims of Permatinger is excluded.
4. Permatinger is entitled to change the agreed price at its discretion in the event of an increase in its costs for procurement and distribution, which affect the delivery of the Drum.

## **V. Warranty**

1. The customer undertakes to inspect the Drum immediately after handover and to report any defects immediately written and with a precise description of the defect, otherwise he will lose his claims.
2. The warranty is primarily carried out through improvement or replacement of the Drum within a reasonable period of time. Permatinger has the right to choose in this respect.
3. No warranty is given for damage due to external influences, for wearing parts or other parts that are subject to normal wear and tear. No warranty is given for unsuitable or improper use, normal wear and tear, neglected maintenance work and non-observance of instructions.
4. Since the stone of the drum is a natural product, quartz veins, pores and inclusions, as well as drawing and color differences are present. This is not a defect that would result in a reduction in value or a warranty claim; since this is the nature of the product and this makes it unique.

## **VI. Guarantee**

1. Permatinger grants the customer, if he is a consumer, a ten (10) year guarantee for the stone ring of the Drum in addition to the legal warranty claim according to chapter V. of these GTC.
2. The term of the guarantee runs from the date of delivery of the drum.
3. The claim is only valid if the defect occurring on the stone ring is due to a manufacturing or material defect by Permatinger.
4. The guarantee claim cannot be transferred to a third party.

## **VII. Force majeure and other impediments to performance for which we are not responsible**

In the context of the provision of services, unavoidable delays in delivery may occur due to force majeure such as natural disasters, pandemics, epidemics, war, industrial action of a supra-company nature, sovereign orders or as a result of other unavoidable circumstances for which Permatinger is not responsible. In this case, the parties are released from their contractual obligations as long as these circumstances and their significant consequences have not been eliminated. In this case, Permatinger will notify the customer immediately, explaining the circumstances preventing the performance of the contract; Permatinger will also remove the impediment to performance as soon as possible, insofar as it is able to do so.

## **VIII. Liability**

Permatinger is only responsible for intent and gross negligence. Liability under the provisions of the product liability act remains unaffected. In all other respects, liability is excluded.

## **IX. Privacy**

The customer's personal data is subject to data protection and is processed by Permatinger in accordance with its privacy policy, which can be requested free of charge at any time.

## **X. Information obligations, delivery, electronic communication**

1. The customer is obliged to inform Permatinger immediately of any changes to its billing address or other data required for the processing of the contract. A declaration by Permatinger that is legally significant for the customer is deemed to have been received by the customer even if the client has not disclosed the change of address and Permatinger sends the declaration to the last address disclosed.
2. All contractual communication between Permatinger and the customer shall take place exclusively electronically. In this case, notices regarding changes to the fee or these GTC, the transmission of invoices, payment reminders, account information, etc. can also be sent electronically to the e-mail address provided by the client in a legally effective manner. In the case of valid consent, the customer must notify Permatinger of the change in its e-mail address. Electronic declarations are deemed to have been received if they have been sent to the e-mail address last notified by the customer and can be retrieved under normal circumstances. Consent to electronic communication may be revoked by the customer at any time by means of a unilateral written declaration sent by letter or e-mail.

## **XI. Right of withdrawal**

1. The customer has no right of withdrawal if he is an entrepreneur.
2. The customer may, if he is a consumer, withdraw from the contract within fourteen (14) days from actual receipt of the drums without any justification. The withdrawal can be declared in writing by letter, e-mail or by using the withdrawal form. The withdrawal form will be sent by Permatinger free of charge at any time. In order to comply with the withdrawal period, it is sufficient that the consumer sends the notice of exercise of the right of withdrawal before the expiry of the withdrawal period. If the consumer withdraws from this contract, Permatinger must repay all payments that Permatinger has received from customers, including delivery costs (with the exception of additional costs resulting from the fact that a type of delivery other than the cheapest standard delivery offered by Permatinger was chosen), without undue delay and no later than within fourteen (14) business days from the day on which Permatinger received the notification of withdrawal from this contract. For this repayment, Permatinger will use the same means of payment that the client used for the original transaction, unless expressly agreed otherwise with the client; in no event will the client be charged any fees for this repayment.
3. The right of withdrawal for consumers does not apply if the drum a) was not prefabricated b) was personalized at the request of the customer c) was made to personal needs (custom drum).

## **XII. General, applicable law, place of jurisdiction, transfer of the contract to third parties**

1. Should individual provisions of this contract be invalid, a provision that comes closest to the original provision shall be deemed agreed. The remaining provisions of these GTC shall remain effective.
2. This contract is subject to Austrian law with the exception of the provisions of the UN Convention on Contracts for the International Sale of Goods and the non-mandatory reference standards of private international law.
3. The place of jurisdiction for all disputes arising in connection with these GTC and the contract is the court with subject-matter jurisdiction for the provincial capital of Salzburg.

4. Permatinger is entitled to transfer its obligations under this contract or the contract itself to third parties with legal effect and with discharge of debt. If a third party wishes to enter into the rights and obligations of the contract on the part of the client, Permatinger's consent is required for this.
5. Wishes, suggestions and complaints can be sent by the customer to the following e-mail address:  
[contact@stonedrum.at](mailto:contact@stonedrum.at).

### **XIII. Addition for consumers**

For contracts with consumers, the above provisions shall apply only insofar as the statutory regulation for consumers does not mandatorily provide for other provisions.