

# General Terms and conditions of Rudy Games GmbH

(Company registration number FN 399509p Regional Court Linz)  
for retail business

As of 2019-09-04

## **1. Scope of these Terms and Conditions**

- 1.1. The scope of these terms and conditions (hereinafter also called GTC) includes all the services, products and benefits of Rudy Games GmbH (hereinafter also called Rudy Games). The services and goods supplied by Rudy Games carried out exclusively on the basis of these GTC. This does not apply if expressly agreed otherwise in writing.
- 1.2. These GTC apply only to transactions between Rudy Games and consumers. Consumer is anyone who is not an entrepreneur. Entrepreneur is anyone for whom the transaction is part of his company. Companies in this sense is any stable organization of independent, economic activity, they may be not directed at profit. Consumers in the above sense are referred to below as a customer.

## **2. Contract Processing**

- 2.1. The entire logistics execution of the contract, in particular ordering, delivery and service, accounting, cancellation and customer complaint via Rudy Games.

## **3. Order, delivery, outsourcing of logistics management of the contact**

- 3.1. The offers of Rudy Games are non-binding; they are to be understood as a request for an order by the customer.

- 3.2. Customer orders are binding on the customer upon receipt by Rudy Games. Rudy Games will confirm receipt of the order immediately. However, the confirmation is not an acceptance of the offer by Rudy Games. The confirmation is only a declaration of acceptance, if Rudy Games expressly stated in the confirmation of receipt.
- 3.3. If Rudy Games not already in the confirmation of receipt (see point 3.2.) have declared the acceptance of the contract, the acceptance of the order and hence a contract within four business days in the future (Saturday and Sunday do not count as business days) after by the transmission of the order the customer following day.
- 3.4. Rudy Games explicitly points out that they are the adoption or implementation of the order - especially in accordance with the existing supply options - must be reserved. Rudy Games also reserves the right to reject orders from the customer or not to perform, especially when outstanding invoices from other orders of the customers insist. Rudy Games is further entitled to limit the order to a household amount. The customer grown derive any claims whatsoever. Rudy Games should not accept the order, the customer will also be within four business days (Saturday and Sunday do not count as business days) after the submission of the order by the customer following day announced any payments already made by the customer will be refunded this.
- 3.5. The customers only reasonable technical and creative deviations from specifications in brochures, catalogues and written documents and modifications to models, design and material changes remain in the course of technical progress and further development, without any rights or claims of any kind and/or which scope, can be derived from Rudy Games.
- 3.6. Separate specifications or customer requirements to the contract or to Rudy Games of the services or any benefits and additional deliveries of Rudy Games require the express written confirmation by Rudy Games. Subsequent change requests can - without legal claim of the customer - be carried out only in exceptional cases and against appropriate reimbursement.

#### **4. Delivery and deadlines**

- 4.1. The agreement of binding delivery dates or periods between Rudy Games and the customer must be in writing.
- 4.2. Agreed (to be derived also from delivery) delivery times do not begin until all required to meet the obligations of Rudy Games technical or other information, documents, payments or

pre-payments or other benefits of the customer are arrived at Rudy Games.

- 4.3. The delivery date is met if the goods has left the factory/warehouse - with direct sales the factory/warehouse of the supplier - on time, or - in the case of collection by the customer - delivery is ready for dispatch and the customer will be informed in good time.
- 4.4. Malfunctions and force majeure events and other events beyond the control of Rudy Games, particularly delays in delivery and the like from the upstream or at Rudy Games entitle Rudy Games to resign because of the unfulfilled part of the contract.

## **5. Right of withdrawal**

- 5.1 The consumer always has the right of withdrawal. The period begins, at the earliest, on the date of order of the cancellation instruction. To effectively see through your cancellation, you must notify us within 14 working days of your order. If you reside in a country where longer cancellation periods are required, then the required cancellation period will apply. The cancellation need not to contain a reason and has to be in written form (letter, fax or e-mail). To meet the deadline of the cancellation it is enough to send the declaration of cancellation to: Rudy Games GmbH, Blumauerstraße 35, 4020 Linz, Austria or [hello@rudy-games.com](mailto:hello@rudy-games.com). Packaged, finished goods must be complete, i.e. including all accessories, manuals, and original packaging, or at a minimum returned in an appropriate shipping container. With the declaration of cancellation in time the contract between the customer and Rudy Games is cancelled. Already received goods and provided services has to be returned or paid. The customer is allowed to test goods like it would be possible at a retail store. Scratched gift cards and “unsealed”, sealed goods can’t be returned. Rudy Games specifically points out that the customer has to pay compensation if the goods can’t returned as a whole or only partially or if the value of the goods are reduced due to use by the customer. If the costumer wants to avoid a compensation, the customer shouldn’t use it like an owner.

### 5.2 Returns

The customer can revoke the contract within 14 days without giving reasons in writing (for example: letter, fax, e-mail) or – if the goods were delivered to the customer before the deadline – by returning the goods. The period begins with the order and not before fulfillment of the information obligations pursuant to Article 246 § 2 in conjunction with §1 clause 1 and 2 EGBGB and obligations under §312g clause 1 sentence 1 BGB in conjunction Article 246 §3 EGBGB. To maintain the cancellation period, the dispatch of the written cancellation Note or the return of the goods in time is sufficient.

Return address:  
Rudy Games GmbH

Blumauerstraße 35  
4020 Linz  
Austria

### 5.3 Refund policy

As soon as the return has arrived and has been checked, the customer will receive a confirmation via e-mail about receipt of the return. Rudy Games will refund the amount within a few days, provided that the goods are in a reimbursable condition. The return has to be sent free to Rudy Games, as Rudy Games does not accept unfree packages or shipments. Depending on the method of payment the customer receives:

- For payments done with a credit card a credit on the used credit card account
- For payments done with PayPal a credit on the used PayPal account
- For payments done with bank transfer a credit on the used bank account

## 6. Default of acceptance, transfer of risk

- 6.1. If the customer is in default of acceptance, Rudy Games has the right to either store the goods on Rudy Games attributed to a storage fee of 0.1% of the invoice amount per calendar day and to insist on the fulfillment of the contract, or after a reasonable grace period withdraw and sell the goods after a successful retirement. In the event that Rudy Games does use this right of rescission, the customer has to pay in addition to the storage costs liquidated damages in the amount of 25% of the invoice.
- 6.2. For collection, price and performance risk from delivery goes, in the event of default of acceptance from the date of default to the customer.

## 7. Prices and terms of payment

- 7.1. The prices are in Euro including VAT 'ex works' Linz, Austria.
- 7.2. The valid price for the respective delivery is the valid price on the website at the day of the placed order. The ordered goods can be paid by "money transfer", "credit card" or "PayPal". Rudy Games deliver the ordered goods as soon as the payment is received or when it is a "Pre-Order" as soon as the ordered goods are available at Rudy Games. Payments to employees or other representatives of Rudy Games that are not specifically identified in writing for collection, do not act discharging the debt.

- 7.3. Invoices of Rudy Games - even partial invoices - are payable for expenses and deductions, in particular, without discount, for payment. Exchanges or checks will be accepted only by special agreement. It remains Rudy Games reserved to devote Payments received on any of several claims in its sole discretion.
- 7.4. Where payment deadlines are not met and if the customer is in default of payment, Rudy Games entitled after a reasonable period, to withdraw from the contract and ask back the supplied goods from the customer. Furthermore, the customer is strict obligation to pay interest at the rate of 1% per month, we are entitled to make beyond the usual bank interest amount claimed. The customer also has to replace our expenses for reminders and collection fees, and he undertook in particular, maximum to replace the remuneration of the collection agency, resulting from the regulation of the Austrian Federal Ministry for Economic Affairs (BGBl141 / 1996, as amended) arise over the maximum rates of collection agencies due compensation. If a reminder is sent by Rudy Games, the customer is obliged to pay an amount of € 10 per reminder.
- 7.5. When paying by check, exchange, debit or store cards the requirement of Rudy Games will only be repaid with their redemption. Such payment shall be allowed only if they are expressly agreed in advance. Discount charges will always be paid by the customer.
- 7.6. If the customer get separately granted a longer payment period, the payment shall be deferred (pure deferral); in the case of exceeding the time limit for payment deferral is invalid.

## **8. Costs of shipping and returns**

- 8.1 Costs of shipping and returns are listed at "Shipping costs" on our website.

## **9. Retention of title**

- 9.1 The goods remain until all Rudy Games to the customer from the respective contract attributable to minority claims, in particular until all payments (including interest and costs), wholly owned by Rudy Games (reserved goods) even if some parts are already paid.

- 9.2 The customer is not allowed to dispose of reserved goods and take the full risk for the goods entrusted to him, especially the risk of destruction, loss or deterioration.
- 9.3 For the duration of the retention of title, the customer has to handle the delivered goods carefully and gently.
- 9.4 If goods are processed by the customer into a new movable thing, then this is done for Rudy Games, without it being obliged by it. The new item shall become the property of Rudy Games. In combination, processing or mixing of the goods with Rudy Games goods not belonging Rudy Games ownership acquires a proportion of the invoice value of the goods to the other goods
- 9.5 In case of seizure by third parties or the case of other third-party access to the reserved goods, the customer has to refer to the property of Rudy Games and the customer must immediately report to Rudy Games.
- 9.6 Breach of contract by the customer, especially in case of default, is Rudy Games entitled to take back the reserved goods or discretion to demand where appropriate, the assignment of the claims of the customers against third parties.
- 9.7 In case of violation of the customer against the agreements governing the retention of title, the customer is obliged, without deduction for one actually occurred damage (especially the cost of execution proceedings) to pay a penalty equal to twice the net value of the goods. If the customer fails to fulfill his obligations or if he stops payments, so also the entire balance is due immediately. Rudy Games is entitled in this case, to demand the immediate return of the goods to the exclusion of any right of retention. After return of the goods at the discretion of Rudy Games, either to sell the purchased item and to credit the proceeds minus 20% re-selling charges to the customer on its remaining obligations or the invoice price back the goods after deducting any impairment losses and the customer for the period of his property charge for the delivered goods appropriate usage fee.

## **10. Warranty, compensation, assignment clause and guarantees**

- 10.1 Regarding to the warranty, the statutory provisions apply.
- 10.2 Rudy Games is not liable for usual wear and tear of the goods or for defects caused by improper using.

- 10.3 Reparations and replacements within the scope of the warranty will be done within a period of six weeks unless otherwise agreed.
- 10.4 For subsequent deliveries Rudy Games doesn't guarantee a exact match with the originally delivery.
- 10.5 For the customers damages in the context of business Rudy Games is only liable in the event of intent or gross negligence or willful misconduct of Rudy Games vicarious agents except personal injuries for which Rudy Games is fully liable in the event of slight negligence. The provisions of the Product Liability Act remain unaffected.
- 10.6 The assignment of warranty claims and claims for damages or like is inadmissible.
- 10.7 Unless Rudy Games has expressly accepted warranties or guarantees, these shall only apply if the goods and services are used properly and setup, assembling, installation and configuration was done by particular experts and proper care. The warranty doesn't cover wear and tear of any kind, nor damage caused by the customer or third parties. For manufacturers' accepted warranties only their warranty conditions apply.
- 10.8 Instructions given in brochures, manuals or other product information as well as instruction for proper use, setup, assembling, installation and configuration to avoid any damage are to be followed strictly by the customer. Before an application and use beyond the defined application and use is expressly warned.
- 10.9 Data communication via the Internet can't be guaranteed error-free and/or availability at all times at according to the current state of the art. Rudy Games is therefore not liable for continuous and uninterrupted availability of services or the trading system nor for technical and/or electronical malfunction and errors during a transaction over which Rudy Games has no influence, in particular delayed processing or acceptance for offers.

## **11. Choice of Law, Jurisdiction**

- 11.1 All disputes arising out of or relating to these GTC and/or the contract Austrian substantive law as agreed under the conflict of law rules of private international law and the UN Sales Convention. This also applies to questions about the occurrence or the interpretation of the GTC and the contract.

11.2 For customers with an outside residence of the Republic of Austria jurisdiction for all disputes arising from this contractual relationship or in connection with this are only the subject matter jurisdiction for 4020 Linz/Austria court.

## **12. Change of Address**

12.1 The customer is obligated to report, changes of his residential address, to Rudy Games immediately, proven and unsolicited, as long as the legal transaction is not completely fulfilled on both sides. If the customer fails to do so explanations to the customer are also considered received if they were sent to the last known address by Rudy Games. It is the customer to prove access to its notice of change in individual cases.

## **A. Imprint**

Rudy Games GmbH  
Blumauerstraße 35  
4020 Linz  
Österreich

Authority according to

E-Commerce Act:	District authority Linz (City)
Chamber:	Upper Austria Economic Chamber
Registered office:	Linz
Legal form:	Limited liability company
Chief Executive Officer:	Ing. Manfred Lamplmair, MA, MBA
Jurisdiction:	Regional court Linz
Company register number:	FN399509p
VAT identification number:	ATU 68102518