

Terms and Conditions ONLINESHOP Spelunke Gastronomie GmbH:

§1 Scope:

The following Terms & Conditions apply in their current version at the time of the conclusion of the contract for all orders made via our online shop. We do not acknowledge the customer's terms and conditions which are contrary or which differ from these Terms & Conditions unless we expressly agree in writing to them. This also applies in the case of our not expressly objecting to them. All agreements reached verbally, by telegraph or by telephone must be confirmed in writing first to acquire binding force. We reserve the right to change the terms and conditions at any time.

By placing an order the customer agrees with the general terms and conditions and is bound by them. The Terms & Conditions thus constitute an integral part of the Contract.

The contract, all other information, customer services, data information and processing of complaints is offered in the German language.

Customers can view, save and download the Terms & Conditions from the homepage www.spelunke.at at any time.

§2 Conclusion of contract:

(1)

All Contracts are entered into with Spelunke Gastronomie GmbH.

(2)

The customer can place articles in the shopping cart without any obligation to purchase these. The articles can be stored in the shopping cart and viewed at any time. Articles in the shopping cart can be changed or deleted at any time. The purchasing process is continued by clicking on the "checkout" button. Customers are then required to enter their billing and delivery address, whereupon they must specify their preferred shipping and payment method.

The customer is able to verify his or her information for accuracy and can modify it prior to submitting the order if necessary. The order is placed by clicking on the "purchase" button. By clicking the "purchase" button, the customer makes a binding offer, thus concluding the purchase contract. Before clicking the "purchase" button, the customer must accept the terms and conditions by clicking on the button "READ AND ACCEPTED TERMS & CONDITIONS". The contract is subsequently concluded by sending an order confirmation. The content of the order can be stored and / or printed after the order has been placed.

§3 Delivery, shipping costs:

(1)

Shipments are only made within Austria.

(2)

The delivery is made to the delivery address specified by the customer by post.

(3)

A flat rate of €0,68 is charged for postage. If the value of the placed order exceeds €100, nothing is charged for postage.

§4 Payment:

Payments can be made via credit card or direct debit.

§5 Right of Withdrawal:

(1)

If the customer is a consumer in the sense outlined in the Consumer Protection Act, the customer may withdraw from the contract within 14 days without stating a reason if distance and off-premises commerce, as outlined in the Austrian Act on Off-Premises and Distance Contracts, is in effect. The deadline for withdrawal from the contract begins on the day the contract is concluded. In order to exercise the right of withdrawal, the customer must inform us by means of a clear declaration about his or her decision to withdraw from this contract. This must be communicated to ahoi@spelunke.at or Spelunke Gastronomie GmbH, Taborstraße 1, 1020 Vienna. The customer can use the withdrawal form below for this purpose. The right of withdrawal is upheld as long as the customer sends a notice of his or her exercising of the right of withdrawal before the expiry of the withdrawal period.

(2)

Consequences of withdrawal: If the customer revokes this contract, we must repay the payments received from the customer immediately and at the latest within fourteen days from receipt of the withdrawal. Unless otherwise agreed upon with the customer, we use the same method of payment for the repayment as that which was used by the customer in the original transaction. In no case will the customer be charged for the repayment. We can refuse repayment until the goods have reached us or until the customer has provided proof that he or she has returned the goods. The customer must send back or hand over the goods to Spelunke Gastronomie GmbH, Taborstraße 1, 1020 Vienna no later than fourteen days from the date on which he or she informed us of withdrawal. The time limit is deemed adhered to if the customer sends the goods before the expiration of the fourteen-day period. The customer bears the immediate costs as well as the risk of returning the goods.

(3)

Withdrawal form template (Should you wish to withdraw from the contract, please fill in this form and return it to us):

To [the name, address and, where appropriate, the business's fax number and e-mail address must be inserted here by the business owner]:

I / we (*) hereby withdraw from the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)

Ordered on (*) / received on (*)

Name of the consumer (s)

Address of the consumer (s)

Signature of the consumer (s) (only when the notice is written on paper)

date

(*) Delete as applicable.

(4)

The customer has no right to withdrawal if services have been accepted within the timeframe of the withdrawal period.

(5)

Business owners do not have the right to withdraw from the contract.

§6 Data protection:

(1)

Personal data is only used for processing of the order and will not be forwarded to third parties.

§7 Applicable law:

(1)

These Terms and Conditions shall be governed by Austrian law, under the exclusion of private international law and the UN sales law.

(2)

The Court in Vienna, which has jurisdiction over the subject-matter, has exclusive jurisdiction over all disputes with customers which arise out of contractual provisions. This provision does not apply if the customer is a customer in the sense outlined in the Consumer Protection Act.

§8 Severability clause

If individual clauses of these Terms & Conditions become invalid or becomes so after completion of the contract, this does not affect the other clauses. The ineffective provisions will be replaced by an effective one that has an objective that comes closest to the one pursued by the contractual parties with the invalid provision.

§9 Further information:

Contact:

Spelunke Gastronomie GmbH

Taborstraße 1

1020 Vienna

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Fax: +43 1 212 4151 99

E-Mail: ahoi@spelunke.at

Manager: Werner Helnwein

UID: AT71774626, FN: 463070 k, Commercial Court, Vienna

Authority, under the provisions of the E-Commerce-Law:

Authority in accordance with E-Commerce-Law: Municipal District Office of the 2. district, Member of the Vienna Chamber of Commerce, **FG** Gastronomy, Restaurants

Information regarding online dispute-settlements: consumers can address complaints to the EU's online dispute-settlements platform: <http://ec.europa.eu/odr>. Consumers may also direct complaints to the e-mail address listed above.