

## Information, notification obligations and rights of revocation (FAGG)

Version of 02.06.2020

The consumer within the meaning of the Distance and Away Transactions Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG for short) is subject to the following information, notification and withdrawal rights:

### 1. characteristics of the goods and/or services

1.1 Coffechecker GmbH (in short "Coffechecker") has set itself the goal of offering its customers a wide variety of coffee types (capsules, whole beans, ground) in order to provide them with a special taste experience. Coffechecker also offers coffee seminars. The essential characteristics of the offered coffees and coffee seminars can be found in the extensive product and seminar description on the website [www.coffechecker.com](http://www.coffechecker.com).

### 2. the company and contact details are:

Coffechecker GmbH, school road 4, A-4484 Kronstorf,  
FN 532336y (LG Steyr), UID: ATU 75465738  
43 670 4076308,  
e-mail: [office@coffechecker.com](mailto:office@coffechecker.com)  
Homepage: [www.coffechecker.com](http://www.coffechecker.com)

### 3. individual order: prices and costs

3.1 The prices shown at the time of the order shall apply. All prices are inclusive of all taxes including value added tax and duties.

3.2 Price changes and errors are reserved.

3.3 In addition to the purchase price of the goods, the consumer has to bear the costs for shipping. The shipping costs shall be a flat rate of EURO 4.90 incl. VAT throughout Austria and shall be charged to the consumer in addition to the purchase price of the goods. If the total order value (total price in the shopping basket) exceeds EURO 50.00, the shipping costs are waived and the delivery is free of charge for the customer.

### 4. individual order: terms of payment, delivery and service

4.1 The order (sending the order in the webshop by clicking the button "order now liable to pay") represents a binding offer to us, directed to the conclusion of a contract for the products contained in the shopping cart. After the order has been received by Coffechecker, the consumer will be notified of the receipt of the order via the e-mail address provided. This notification (order confirmation) does not constitute an acceptance of the offer, but only serves to inform the consumer that Coffechecker has received his order.

4.2 A contract is only concluded after acceptance by Coffeechecker. Acceptance is made either by shipping the goods or by a separate declaration of acceptance. Payment is made by the payment method chosen by the consumer at the cash desk. Coffeechecker only accepts the following payment methods:

- Credit cards (VISA, MASTERCARD, AMERICAN EXPRESS)
- Paypal
- Klarna

4.3 Delivery within Europe is made exclusively to the delivery address stated in the order. The delivery period is 7 working days (on Saturdays, Sundays and on regional and national holidays there is no delivery).

4.4 The goods remain the property of Coffeechecker GmbH until full payment has been received.

4.5 The consumer must ensure that the delivery is accepted. If he is not available at the time of delivery or if no alternative delivery is possible, he bears the sole risk that the goods will spoil. A refund of the goods spoiled for this reason is hereby excluded. If the goods still cannot be delivered after two delivery attempts due to the absence of a recipient, the goods will be returned to us. In case of new delivery to the customer an additional € 19,90 will be charged for the return order, new delivery and additional processing.

4.6 The use of the Coffeechecker shop network is free of charge for the consumer. Coffeechecker makes its shop network available so that the consumer can inform himself about the products offered there and purchase them.

5. subscription contract: minimum order value, costs, periods of notice and minimum term

5.1 In the case of a subscription contract, Coffeechecker will deliver to the consumer in periodic monthly deliveries the quantity of goods previously determined by the consumer.

5.2 The consumer's subscription order (sending the order in the webshop by clicking the button "order now ABO payable") represents a binding offer to Coffeechecker, directed towards the conclusion of a subscription contract. After the order has been received by Coffeechecker, the consumer will be notified of the receipt of the order via the e-mail address provided. This notification does not constitute an acceptance of the offer, but only serves to inform the consumer that Coffeechecker has received the order. A subscription contract is only concluded after a separate declaration of acceptance (subscription contract confirmation) by Coffeechecker.

5.3 The subscription contract is concluded for an indefinite period of time.

5.4 Payment is made by the payment method chosen by the consumer at the cash desk. Coffeechecker only accepts the following payment methods:

- credit cards (VISA, MASTERCARD, AMERICAN EXPRESS)
- Paypal
- Klarna

The consumer agrees that for the duration of the subscription contract the credit card and PayPal account data will be stored by us.

The billing period is 1 month each. The billing of the subscribed goods with the credit card company or with PayPal takes place immediately before the dispatch of the goods.

5.5 The contractual partners are entitled to terminate the subscription contract immediately for good cause. Important reasons for the termination of the contract are:

5.5.1. by Coffeechecker:

If it is not possible to bill the goods via the credit card company provided by the consumer, Coffeechecker will inform the consumer immediately and in this case Coffeechecker reserves the right to retain the goods until full payment has been received. If the consumer does not react to Coffeechecker's letter within a grace period of 5 working days or if a billing/payment is still not possible, Coffeechecker is entitled to cancel the subscription contract with immediate effect.

5.5.2. by consumers:

The consumer has the right to cancel the subscription contract with immediate effect if Coffeechecker is not able to deliver the subscribed goods on time despite having been granted a reasonable grace period of 5 working days.

5.6 In the case of subscription contracts, the consumer will incur shipping costs of a flat rate of EURO 4.90 incl. VAT throughout Austria and will be charged to the consumer in addition to the purchase price of the goods. From a total order value (total price in the shopping basket) of EURO 50.00, the shipping costs are waived and the delivery is free of charge for the customer.

5.7 After conclusion of the subscription contract, the ordered goods will be delivered to the delivery address provided for the first time within 7 working days (calculated from conclusion of the contract).

5.7.1 Thereafter, periodic subsequent deliveries will be made at monthly intervals, with the first subsequent delivery taking place one month after conclusion of the contract. Delivery shall be on time if the goods have been delivered to the delivery address provided by the consumer at the latest 7 working days after expiry of the periodic monthly period.

5.7.2 Within Europe, delivery shall be made exclusively to the delivery address specified in the order.

5.7.3 The consumer is responsible for the acceptance of the delivery. If he cannot be reached at the time of delivery or no alternative delivery is possible, he bears the sole risk of spoiling the goods. A refund of the goods spoiled for this reason is hereby excluded. If the goods still cannot be delivered after two delivery attempts due to the absence of a recipient, the goods will be returned to us. In case of new delivery to the customer an additional € 19,90 will be charged for the return order, new delivery and additional processing.

5.8 The goods remain the property of Coffeechecker GmbH until full payment has been received.

6. warranty:

6.1 The consumer has the legal warranty rights.

## 7. rights of withdrawal

7.1 You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods or, in the case of partial deliveries, the last delivery.

7.2 In order to exercise your right of revocation, you must inform Coffeechecker GmbH, Schulstraße 4, A-4484 Kronstorf, Germany, telephone: +43 670 4076308 e-mail: office@coffeechecker.at by means of a clear statement (e.g. a letter, fax or e-mail sent by post) or verbally (e.g. by telephone) of your decision to revoke this contract.

7.3 You can use the attached sample revocation form. However, this is not mandatory. You can also fill out and submit the sample revocation form or other clear declaration electronically via the contact form on our website. If you make use of this option, we will immediately (e.g. by email) send you a confirmation of receipt of your revocation. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

## 8. consequences of revocation:

8.1 If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive the notification of your revocation of this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

8.2 We may refuse to make any refund until we have received the Goods or until you have provided proof that you have returned the Goods, whichever is earlier. You must return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the cancellation of this Agreement. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period. You will only be liable for any loss of value of the goods if such loss of value is due to handling of the goods which is not necessary for the purpose of checking their nature, properties and functioning.

8.3 You have no right of revocation for contracts for goods which were concluded outside of business premises and where the fee to be paid by the consumer does not exceed the amount of 50.00 EURO, for goods which are manufactured according to customer specifications or are clearly tailored to personal needs, for goods which can spoil quickly or whose expiry date is exceeded quickly, and for goods which are delivered sealed and are not

suitable for return for reasons of health protection or for reasons of hygiene, provided that the seal was removed after delivery.

Sample cancellation form

(If you want to cancel the contract, please fill out this form and send it back)

AN Coffeechecker GmbH,  
Address: A-4484 Kronstorf, Schulstraße 4,  
Phone: +43 670 4076308  
e-mail: office@coffeechecker.at

I/we (\*) hereby revoke 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) (only in case of communication on paper)

--- date

(\* Delete as appropriate