

WWW.EUROLEAGUESTORE.NET GENERAL TERMS AND CONDITIONS

Trade World Handels GmbH, St. Peter Strasse 5, 9020 Klagenfurt, Austria
General manager: Karl Otto Strouken
VAT identification number: ATU57605158 – Reg. Number: FN241342s, Court jurisdiction: Klagenfurt District Court

Telephone Main Office: 0043463318146 (Mon. – Fri., 8 a.m. – 1 p.m.)
Telephone Customer Service: 00386059222591 (Mon. – Fri., 8 a.m. – 4 p.m.)
Customer Service e-mail: euroleague-L@tw.slo.si
Customer Service fax: 00386059222599

Use the above contact data for questions, complaints and suggestions as well. For all frequent questions see our [FAQ!](#)

When you buy goods from our web shop you agree to sale contract between yourself and our company Trade World Handels GmbH. The matter of contract are Euroleague brand mark clothing and accessories presented and available on our web shop www.euroleaguestore.net.

The following conditions apply to shipments within the European Union (EU) and to other foreign countries outside of the Republic of Austria.

I. Completion of the Agreement, Order Confirmation, Storage

1. Your partner in the agreement is TW Handels GmbH. Agreements can currently be made in English in our Internet shop. A sales agreement is concluded provided that we accept your purchase order via a delivery or via notification of delivery within the indicated delivery time.
2. You will receive a technical order confirmation on the Web site and via e-mail after you place your order. You will have your purchase order repeated for you in this automatic e-mail, and you will get, as an attached file, our general business terms and conditions with information on revocation rights. This order-confirmation e-mail is not yet a declaration of acceptance of the order, because we have to review the purchase order first.
3. You can review these general business terms and conditions with the included general contract terms at our shop site. Furthermore, you can print out or download and save this document in a PDF form by clicking [here](#). To open the PDF file, you need the free program Adobe Reader (at www.adobe.com) or comparable programs that can handle the PDF format. You can also easily save the contract terms in the order-confirmation e-mail and the general business terms and conditions in the attached file there by separately saving the e-mail and the attached file.
4. When payment will be made and you will get you credit card statement you will see that you were charged for purchased items and delivery cost from a company Manao d.o.o.. The company is TW Handels' GmbH daughter company and as such part of TW Handels GmbH. TW Handels GmbH did authorise with a binding agreement company Manao d.o.o. to handle all payments for Euroleaguestore.net.

5. In addition, we will save your concrete order data. Also answer for frequent asked questions are provided in [FAQ](#) section. You can call up this data at our Web site under "My Account" and save it via your Internet services program (browser). Furthermore, you can also get in touch with us via a contact form, in order to change your address or your type of payment when there are open orders, for example. For your security, this takes place via an encrypted connection (SSL), as is also the case for everything else in the log-in area.

II. Prices, Shipping Costs, Return Costs

1. All of the euro prices include the statutory Austrian value-added tax and do not include shipping costs as a general principle, unless the order was explicitly offered free of shipping costs (e.g. certain products or order values).
2. You can find the detailed shipping costs for foreign countries in our shop at [link](#).
3. A consumer with a domicile in the EU has to return the product when there is a revocation and pay the direct costs of the return shipment if the product that is delivered corresponds to the product that was ordered. TW Handels GmbH will only pay the direct costs of the return shipment that customarily arise when there is a reimbursement. The consumer will pay other special costs that arise because of unstamped shipments or special shipment types (courier shipments and the like).

III. Right of Revocation for Consumers

TW Handels GmbH give consumers with a domicile and a place of delivery in a country of the EU the statutory right of revocation in long-distance sales for their orders for private purposes. The following information is in line with Austrian law. If the national law of the consumer provides for deviations in the prerequisites for, and consequences of, the right of revocation that are more favorable to the consumer than the Austrian regulations, they will apply. In the case of deliveries to consumers with a domicile and a place of delivery outside of the area of the European Union, the right of revocation will only apply, if the law of the country in which the consumer is domiciled, provides in a compulsory way for a revocation right or a right of return for consumer orders. Consumers from Switzerland therefore do not have a revocation right. If a revocation is accepted by TW Handels GmbH, the consumer will pay the costs of the return shipment if the product that is delivered corresponds to the product that was ordered.

Information on Revocation Rights

Answer to frequent asked questions about right of revocation and returns are also detailed in [FAQ](#) section – Returns.

The Right of Revocation You can revoke your contractual acceptance in writing (e.g. letter, email) within 7 workdays (Sunday is not considered as workday) without citing reasons or – if the item has been turned over to you before the expiration of the time limit – by returning the item. The time limit will start to run after this information is received in writing, but not before the receipt of the product by the recipient (in the case of recurring deliveries of the same type of products, not before the receipt of the first partial delivery). If TW Handels GmbH does not fulfill its notification duties in accordance with § 5d, paragraph 1 and 2 BGBI. (Austrian Civil Code – 185. Bundesgesetz: Fernabsatz-Gesetz)

the customers can revoke his/hers contractual acceptance within 3 Months from above mentioned time limit. If TW Handels GmbH fulfills its notification duties in 3 Months time limit, the customers can revoke his/hers contractual acceptance within 7 workdays from that time point as in accordance with § 5e, paragraph 3 BGBI. (Austrian Civil Code – 185. Bundesgesetz: Fernabsatz-Gesetz). The sending of the revocation or the item within the relevant period of time will suffice for adherence to the revocation time limit. The revocation is to be sent: TW Handels GmbH, St. Peter Strasse 5, 9020 Klagenfurt, Austria, e-mail: euroleague-L@tw-slo.si, fax: 00386059222599

Consequences of a Revocation In the case that there is an effective revocation, the products or payments that are received on either side are to be returned and benefits that may have been obtained (e.g. interest) are to be surrendered. If you cannot return the item that was received to us in whole or in part, or only in a degraded condition, you have to provide us with compensation, if applicable, for any deterioration in value as far as that is concerned. When items are turned over to a party, this will not apply if the deterioration of the item can exclusively be traced back to its inspection – as would be possible for you in a store, for instance. As for the rest, you can avoid the duty to provide compensation for a change in value for deterioration that arises via the intended use of the item by not using the item as if it were your property and refraining from doing anything that will impact its value. Items that can be shipped in packages are to be returned at your risk. You have to pay the costs of a return shipment if the products that are delivered correspond to those that were ordered and if the price of the item to be sent back does not exceed an amount of 40 euros. Otherwise, the return shipment is free of charge for you. Items that cannot be shipped in packages will be picked up from you. Obligations to reimburse payments have to be fulfilled within 30 days. The time limit starts running for you when the declaration of revocation or the item is sent; it starts running for us when it is received.

IV. Payments, Delivery, Delivery Proviso

Answers to frequent asked questions about delivery are also detailed in [FAQ](#) section – Delivery.

1. You have the possibility of making payment to us as follows - Payment by credit card (Visa, Visa Electron, MasterCard, Maestro, Activa) Please observe our data protection notes and have understanding for the fact that we will not do risk entering into a contract for delivery of the goods before payment. When there is doubt, we reserve the right to offer you the cash-in-advance form of payment.
2. We will deliver products that have been ordered without delay. You can find further information on delivery times in the shipping info section on our website. In accordance with § 5i, paragraph 1 BGBI. (Austrian Civil Code – 185. Bundesgesetz: Fernabsatz-Gesetz) delivery must be made in any case no later than 30 days from receiving the order unless we do not accept the order. If the delivery cannot be made for reasons we do not have goods on stock or the production of an individual item is stopped, we are in accordance with § 5i, paragraph 2 BGBI. (Austrian Civil Code – 185. Bundesgesetz: Fernabsatz-Gesetz) obligated to pay you back the payment you already made. This applies also in cases when we can not accept your order.
3. All items ordered or purchased on our website already include delivery cost to your particular region so no delivery payment upon receiving the goods is necessary. If you are forced to pay any additional delivery cost please contact our Customer Service or write an email to euroleague-L@tw-slo.si.

4. We use Austrian post for postal shipments. You will get a message from us when the product has left our company. If delivery was not possible, you will receive a message from us or the carrier that will provide for further possibilities.

V. Warranty

The warranty is provided according to statutory regulations of the Republic of Austria. We will only pay the transport costs when a defect is remedied in business transactions with clients who have not ordered for private purposes in so far as they are not increased by the item that is purchased being brought to a place that is different than the place of performance.

VI. Reservation of Title

The product that is delivered will continue to be owned by us until complete payment is made.

VII. Data Protection

We store and use your address and ordering data for the purposes of customer management, the execution of the agreement, possible processing of a warranty and for our own marketing. Address data is not passed along to third parties for advertising purposes! You can also use some of the services from us on an anonymous or pseudonymous basis, for instance our free-of-charge information service "Newsletter " (menu item "Newsletter" on the home page) and also surfing on our pages. We will not pass along your e-mail address for third parties to use. We need your address and the communication data for your purchase orders and for processing the order, of course. In addition, we will also store your open orders and orders that have been completed for you. You can now review this data at any time in the new password-protected customer log-in area (home page) and even still edit open orders. We have to protect you and ourselves against improper use in order to be able to offer you the best possible options for the selection of the type of payment. You can naturally object to the use of your data for advertising purposes by us at any time with a simple note to TW Handels GmbH, St. Peter Strasse 5, 9020 Klagenfurt, Austria and we will immediately include you in our lock file. Tell us whether you no longer want any advertising sent to you in general from TW Handels GmbH or if it's only the case that you no longer want a certain advertisement.

VIII. Jurisdiction, Partial Ineffectiveness, Applicable Law

1. The headquarters of TW Handels GmbH is agreed upon as the jurisdiction for any legal disputes resulting from the agreement, including legal actions regarding bills of exchange and checks, in business transactions involving businesspeople and legal entities under public law; with regard to those customers, we are also entitled to bring a legal action at the headquarters of these customers.
2. When individual provisions of the delivery agreement or of these general business terms and conditions are ineffective, the remaining provisions will continue to be effective.
3. The law of the Republic of Austria will apply to legal transactions or other legal relationships with Trade World GmbH. When legal transactions are concluded with natural persons for a purpose that can neither be attributed to their commercial activities

nor to independent occupational activity (consumers), this choice of law will only apply in so far as the protection that is provided by compulsory regulations under the law of the state in which the consumer has his habitual abode is not taken away. Furthermore, the rights of the consumer in the country in which he is domiciled will apply with regard to the imposition of, and compensation for, the return-shipment costs in the case of the right of revocation for consumers (§ 20, 21 and 22 ECG - E-Commerce Gesetz).

Yours Trade World Handels GmbH