

GENERAL TERMS AND CONDITIONS (GTC) OF ANDMETICS GMBH / A.N.D. BEAUTY

1. SCOPE

These General Terms and Conditions [GTC] apply to all orders placed through our online shop by consumers and entrepreneurs for personal use in household quantities.

A consumer is any natural person who concludes a legal transaction for purposes that are predominantly not attributable to their commercial or self-employed professional activity. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or self-employed professional activity. Entrepreneurs may order products in household quantities for their own use from our online shop.

For entrepreneurs, these GTC also apply to future business relationships without the need for us to refer to them again. Conflicting or supplementary terms and conditions of the entrepreneur shall only become part of the contract if we explicitly agree to them.

In the event of changes to these GTC, the version published on the website at the time of the order shall apply. You may download, store, display, and print the text on your computer. For ease of reading, masculine terms have been used throughout; however, all genders are equally addressed.

2. CONTRACTING PARTY & CONTRACT FORMATION

The purchase contract is concluded with andmetics GmbH / A.N.D. Beauty. By listing the products in our online shop, we make a binding offer to conclude a contract for these items. You may initially place our products in the shopping cart without obligation and correct your entries at any time before submitting your binding order. The contract is concluded when you accept the offer for the items in your cart by clicking the order button. Immediately after submitting the order, you will receive a confirmation via email.

A binding contract may also be concluded beforehand as follows:

- When paying by credit card: upon the charge to your card
- When paying via PayPal: upon your confirmation of the payment instruction to PayPal
- When using Sofortüberweisung: upon your confirmation of the payment instruction

The available languages for concluding the contract are German and English. We do not store the contract text.

3. DELIVERY CONDITIONS

Shipping costs may be added to the product prices displayed. Details can be found in the respective product listings.

We only deliver via shipping. Self-collection is not possible. Delivery to parcel lockers is not available.



A.N.D. Beauty
by **andmetics GmbH**
Schärdinger Str. 6
A-4061 Pasching

Raiffeisenbank Oberösterreich
SWIFT/BIC: RZOOAT2L
EUR IBAN: AT40 3400 0000 0005 2316
USD IBAN: AT38 3400 0701 0005 2316

Firmenbuch/Commercial Register: FN 425 532 h
UID/VAT: ATU 6927 1245
UID/VAT (GER): DE30 484 7237
Steuernummer 147/276/08231

4. PAYMENT

The following payment methods are available in our shop:

- **Credit card (via Stripe):** Charged upon completion of the order
- **PayPal:** Payment via your PayPal account
- **Sofortüberweisung (via Stripe):** Direct transfer using PIN and TAN
- **Amazon Pay:** Payment using your Amazon account details

Further details can be found during the checkout process.

5. RIGHT OF WITHDRAWAL

Consumers have the statutory right of withdrawal as described in the cancellation policy. Entrepreneurs are not granted a voluntary right of withdrawal.

6. RETENTION OF TITLE

Goods remain our property until full payment has been made.

For entrepreneurs, the following also applies: We retain ownership of the goods until all claims arising from the business relationship have been fully settled.

7. TRANSPORT DAMAGE

If goods are delivered with obvious transport damage, please report such defects directly to the delivery service and contact us immediately. Failure to report damages does not affect your statutory rights but helps us to assert our claims against the carrier. Please contact us immediately with your order number, photos of the damage, and a brief description at hello@andbeauty.world.

8. WARRANTY & GUARANTEES

Consumers are entitled to statutory warranty rights for all goods offered in the online shop, in accordance with §§ 923 ff of the Austrian Civil Code [ABGB], valid for 24 months from receipt of goods.

Information on voluntary guarantees can be found in the respective product descriptions and on our information pages.

9. LIABILITY & PRODUCT USAGE INFORMATION

Any claims for damages – regardless of the legal basis – due to slightly negligent breaches of ancillary contractual obligations are excluded.

In the case of slightly negligent breaches of primary contractual obligations, we shall only be liable for damages that were unforeseeable and not reasonably estimable at the time of contract conclusion, and only up to a maximum of ten times the order value and not beyond the actual direct damage at the time of the incident.

The above does not affect liability for intent, gross negligence, or damages arising from culpable injury to life, body, or health, nor does it affect claims under the Product Liability Act.

Customers are advised to carefully follow all instructions and information on the product packaging and leaflets. Failure to do so may limit or void the right to claim damages from andmetics GmbH.



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10. ONLINE DISPUTE RESOLUTION

Online dispute resolution in accordance with Art. 14 [1] ODR Regulation: The European Commission provides a platform for online dispute resolution (ODR), which is available at: <http://ec.europa.eu/consumers/odr/>. We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

11. FINAL PROVISIONS, GOVERNING LAW & JURISDICTION

For contracts with entrepreneurs, the court with jurisdiction over the registered office of andmetics GmbH shall have exclusive jurisdiction.

For consumers residing in an EU member state, jurisdiction lies either at their place of residence or at our registered office.

The parties agree, to the extent permitted by law, that Austrian law shall apply. The UN Sales Convention (CISG) and all related provisions are expressly excluded.

For consumers within the EU, mandatory national consumer protection regulations apply unless Austrian law is more favorable.

The contract language is German.

CONTEST TERMS FOR SOCIAL MEDIA & WEBSITE

1. ORGANIZER

The organizer of the contests is andmetics GmbH / A.N.D. Beauty, Schärdingerstraße 6/4, 4061 Pasching, Austria.

The contests are not affiliated with, sponsored by, or organized by Meta (Facebook, Instagram), TikTok, or any other social media platforms.

2. PARTICIPATION

Participation is free of charge and takes place by following the instructions outlined in the contest post (e.g., liking, commenting, sharing). In some cases, following our official account may also be required.

3. ELIGIBILITY

Eligible participants must reside in Germany or Austria (unless otherwise stated) and be at least 18 years of age. Employees of andmetics GmbH / A.N.D. Beauty are excluded from participation.

4. WINNER NOTIFICATION

Winners will be contacted via direct message on the respective platform. They must respond within 5 days and provide their contact details. If no response is received within this period, the prize will be forfeited and a new winner selected.



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5. DATA PROTECTION

Personal data will be used solely for the purpose of conducting the contest and will be deleted afterward. For more information, please refer to our Privacy Policy.

6. DISQUALIFICATION

Participants who violate platform rules or applicable laws will be disqualified. Manipulations or multiple entries may also lead to disqualification.

7. LIABILITY

andmetrics GmbH / A.N.D. Beauty assumes no liability for technical issues, delays, or disruptions affecting the course of the contest.

8. LEGAL RECOURSE

Legal recourse is excluded. The contest is subject to Austrian law.

01.04.2025



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