

## Terms and Conditions of Organic+ Store

Version: September 2018

### Preamble

- a. mWS myWorld Solutions AG, Grazbachgasse 87-93, 8010 Graz, Austria, operates an online shop (“Organic+ Store”) at [www.organic.plus](http://www.organic.plus).
- b. Customer in the singular will include the plural and vice versa. A reference to one gender will include a reference to the other gender.

### 1. Parties to, and objects of contract

- 1.1. The Organic+ Store is operated by **mWS myWorld Solutions AG (Grazbachgasse 87-93, 8010 Graz, Austria, phone number: +43 (0)316 7077 0, e-mail: [service@organic.plus](mailto:service@organic.plus), Commercial Register number 389134g)**, hereinafter referred to as “myWorld Solutions”.
- 1.2. These Terms and Conditions will apply to all contracts between myWorld Solutions and a Customer, concluded via the Organic+ Store.
- 1.3. Products in the Organic+ Store are offered for a Customer’s own use. Products offered in the Organic+ Store are not medicinal products. **Therefore, the products are not intended for treating or curing any disease.**
- 1.4. **The products offered may not be used as a substitute for a balanced diet.**

### 2. Order process, offer, acceptance of offer, completion of contract, billing and collection of amount receivable

- 2.1. A Customer’s order in the Organic+ Store (the order process is completed by clicking on the button marked “BUY NOW”) constitutes a binding offer to buy the ordered products from myWorld Solutions.
- 2.2. The order confirmation that is sent automatically upon completion of the order process does not represent an acceptance of the offer by myWorld Solutions. The contract will come into effect only if and when the ordered products are dispatched by myWorld Solutions to the Customer.
- 2.3. The contract of sale is between myWorld Solutions and a Customer. However, the billing process and the collection of the amount receivable are carried out either by myWorld Solutions Group AG itself or it is carried out on behalf of myWorld Solutions by the service company, listed in Appendix 1, in the country in which the Customer resides.

### 3. Retention of title

The delivered goods will remain the property of myWorld Solutions until they are paid in full.

#### **4. Prices, mode of payment, shipping costs and delivery**

- 4.1. The product prices in the Organic+ Store are indicated in the respective national currency (see Appendix 2) and are inclusive of the statutory rate of value added tax but are exclusive of shipping costs (see clause 4.2.)
- 4.2. In addition to the indicated product prices, shipping costs may be payable. The amount of shipping cost depends on the size and weight of the ordered products. The amount of shipping cost will be calculated during the order process and will be indicated to the Customer before the ordering process is completed.
- 4.3. myWorld Solutions accepts payment by credit card. Credit card payments will be debited upon completion of the order by the Customer. No other payment options are accepted.
- 4.4. myWorld Solutions ships all orders using logistics companies (e.g. UPS, GLS, Fedex, postal operator etc).
- 4.5. Delivery time for products held in stock is between three and five working days from the order date. The respective delivery time for products not held in stock will be disclosed to the Customer before the ordering process is completed.
- 4.6. Products are shipped to the Customer. Personal collection of the ordered products is not possible. Delivery to packstations is not possible.

#### **5. Warranty**

Statutory warranty provisions are applicable and the purchasing Customer will exercise his warranty rights against myWorld Solutions.

#### **6. Statutory right of withdrawal**

##### **6.1. Right of withdrawal**

**The Customer has the right to withdraw from this contract within 14 days without giving any reason.**

The withdrawal period will expire 14 days after the day on which the Customer acquires, or a third party other than the carrier and indicated by the Customer, acquires physical possession of the goods.

**To exercise the right of withdrawal, the Customer must inform mWS myWorld Solutions AG (Grazbachgasse 87-93, 8010 Graz, Austria, phone number: +43 (0) 316 7077 0, e-mail:service@organic.plus) of his decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).**

The Customer may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, the Customer must communicate his withdrawal before the withdrawal period has expired.

## 6.2. Effects of withdrawal

If the Customer withdraws from this contract, myWorld Solutions will reimburse the Customer all payments received from the Customer, including the cost of delivery (with the exception of any supplementary cost resulting from the Customer's choice of means of delivery other than the least expensive standard delivery offered by myWorld Solutions), without undue delay and in any event no later than 14 days from the day on which myWorld Solutions is informed about Customer's withdrawal from this contract. myWorld Solutions will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of such reimbursement. myWorld Solutions may withhold the reimbursement until the goods have been returned or the Customer has supplied evidence of having returned them, whichever is the earlier.

The Customer will return the goods to, or hand them over to:

**mWS myWorld Solutions AG  
c/o Schenker & Co AG  
Am Terminal 10/Tor 58  
8142 Wundschuh  
Austria**

without undue delay and in any event no later than 14 days from the day on which the Customer communicates his withdrawal from this contract to myWorld Solutions. The deadline is met if the Customer returns the goods before the period of 14 days has expired.

The Customer will have to bear the direct cost of returning the goods.

The Customer is only liable for any diminished value of the goods resulting from handling, excepting what is necessary to establish the nature, characteristics and functioning of the goods.

## End of instructions on withdrawal

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To

**mWS myWorld Solutions AG  
Grazbachgasse 87-93**

**8010 Graz, Austria**

**OR**

**e-mail: [service@organic.plus](mailto:service@organic.plus)**

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)

Ordered on (\*)/received on (\*),

Name of Customer,

Address of Customer,

Signature of Customer (only if this form is notified on paper)

Date

A Customer has no right of withdrawal regarding contracts for the supply of sealed goods which, if unsealed after delivery, are not suitable for return due to health protection or hygiene reasons.

## **7. Complaints**

### **7.1. Transport damages**

A Customer whose goods have been obviously damaged in transit will make an immediate complaint to the deliverer and also to myWorld Solutions. This shall have no effect on the Customer's statutory warranty rights (see clause 5.). The notification should be sent without delay to:

mWS myWorld Solutions AG  
Grazbachgasse 87-93, 8010 Graz, Austria  
Phone: +43 (0) 316 7077 0  
E-mail: [service@organic.plus](mailto:service@organic.plus)

### **7.2. Wrong delivery**

If a Customer receives accidentally a product that has not been ordered by him (e.g. in the case of a wrong delivery), the Customer may make a complaint about the wrong delivery within 14 days of receiving the product. The Customer undertakes to return the product in the same (unused) condition in which it was received. This will have no effect on the Customer's statutory warranty rights (see clause 5.). The complaint should be sent to:

**mWS myWorld Solutions AG**  
**Grazbachgasse 87-93**  
**8010 Graz, Austria**  
**Phone: +43 (0) 316 7077 0**

**E-mail: [service@organic.plus](mailto:service@organic.plus)**

Returned goods should be sent to:  
mWS myWorld Solutions AG  
c/o Schenker & Co AG  
Am Terminal 10/Tor 58  
8142 Wundschuh  
Austria

## **8. Disclaimer of liability**

- 8.1. myWorld Solutions will be liable without limitation for any damage resulting from violations of life, limb or health, provided that the damage results from an intentional or negligent breach of duty by myWorld Solutions.
- 8.2. myWorld Solutions will be liable without any limitation also for other damages, provided that the damage results from an intentional breach of duty by myWorld Solutions.
- 8.3. The liability of myWorld Solutions will be limited to damages which are foreseeable and typical, provided that the damage results from a gross negligent breach of duty by myWorld Solutions.
- 8.4. The liability of myWorld Solutions will be limited to damages which are foreseeable and typical, provided that the damage results from a simple negligent breach of such duties by myWorld Solutions which are fundamental for the proper and adequate execution of the contract and on the fulfillment of which the Customer relies or may rely (cardinal duties).
- 8.5. If and insofar as the liability of myWorld Solutions is limited or excluded, such limitation or exclusion will also apply to employees, legal representatives and vicarious agents of myWorld Solutions.
- 8.6. Liability for any detrimental effects or damages resulting from a failure to observe the warning instruction in clause 1.4. will be excluded.
- 8.7. Subject to clause 8.8., any further claims for damages will be excluded. This exclusion will apply in particular to the strict liability for initial defects.
- 8.8. The limitations of liability and the exclusions of liability pursuant to clause 8.1. to 8.7. will in no way affect the liability of myWorld Solutions under the mandatory legal provisions of the Product Liability Act.

## **9. Consent to data processing**

- 9.1. **mWS myWorld Solutions AG, having its place of business in Grazbachgasse 87-93, 8010 Graz, Austria, collects, saves and processes the following data for the purpose of processing orders made in the Organic+ Store: name, surname, phone number, e-mail address, country code, shipping address and billing address.**

- 9.2. **A Customer hereby, subject to revocation at any time, expressly consents that mWS myWorld Solutions AG, having its place of business in Grazbachgasse 87-93, 8010 Graz, Austria, forwards the Customer's personal data, namely name, surname, phone number, e-mail address, country code, shipping address and billing address, for the purpose of billing and debt collection to the Service Company (see Appendix 1) in the country where the Customer resides, if the billing process is carried out from the Service Company.**
- 9.3. A Customer has the right to revoke his consent declared under clause 9.2. at any time, free of charge, in writing by letter (mWS myWorld Solutions AG, Grazbachgasse 87-93, 8010 Graz, Austria,) or e-mail ([service@organic.plus](mailto:service@organic.plus)).

These contact details may also be used to exercise the right to information, the right to modification and the right to deletion that exists under data protection regulations.

- 9.4. **Credit card data will not be saved or processed by mWS myWorld Solutions AG. mWS myWorld Solutions AG uses the services of Global Collect Services B.V., Planetenweg 43-59, 2132 HM Hoofddorp, Netherlands (Ingenico ePayments) for processing credit card payments. Enquiries can be directed at [service@organic.plus](mailto:service@organic.plus).**

## **10. Governing law, place of jurisdiction, severability clause**

### **10.1. Governing law**

This Agreement will be governed by Austrian law (excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the reference rules of International Private Law). **THIS, HOWEVER, WILL IN NO WAY AFFECT THE APPLICATION OF PROVISIONS EXISTING IN THE COUNTRY WHERE THE CUSTOMER HAS HIS PLACE OF RESIDENCE WHICH ARE MORE FAVORABLE FOR THE CUSTOMER.**

### **10.2. Place of jurisdiction**

The only court with jurisdiction to hear an action against a Customer will be a court whose district includes the Customer's domicile, the Customer's normal residence or the Customer's place of employment.

### **10.3. Severability clause**

If any or more provisions of this Agreement are or become partly or wholly invalid in any respect, the validity of the remaining provisions contained herein will not in any respect be affected or impaired. The invalid provision shall be replaced by the respective applicable statutory provisions.

Appendix 1 – Service Companies

Appendix 2 – Currencies

Name	Address		Postcode	Town/City	email
mWA myWorld Austria GmbH	Grazbachgasse 87-93		8010	Graz, Austria	service.at@organic.plus
myWorld Belgium bvba	Belgicastraat 7	Fountain Plaza	1930	Zaventem, Belgium	service.be@organic.plus
myWorld, s.r.o.	Evropská 2591/33e		160 00	Praha 6, Czech Republic	service.cz@organic.plus
mWG myWorld Germany GmbH	Gereonstrasse 1 - 3		50670	Köln, Germany	service.de@organic.plus
myWorld Danmark ApS	Bomhusvej 13, st. th.		2100	København Ø, Denmark	service.dk@organic.plus
myWorld Estonia OÜ	Laeva 2		10111	Tallinn, Estonia	service.ee@organic.plus
mWS myWorld Customer & Retail Services Spain, S.L.U.	Plaza Manuel Gómez Moreno, 2	Edificio Torre Mahou, Planta 11	28020	Madrid, Spain	service.es@organic.plus
myWorld Finland Oy	Plaza Business Park	Ayritie 16	01510	Vantaa, Finland	service.fi@organic.plus
myWorld Retail Services UK Limited	40 Bank Street		E14 5NR	London, UK	service.uk@organic.plus
myWorld Greece M.E.P.E.	Leoforos Thessaloniki 52	Diethis Koinotita Agoron	57019	Peraia, Greece	service.gr@organic.plus
myWorld d.o.o.	Josipa Marohnića 1		10000	Zagreb, Croatia	service.hr@organic.plus
myWorld Hungary Kft.	Stefánia út 101-103.		1143	Budapest, Hungary	service.hu@organic.plus
Lyoness Italia S.R.L	Via Belvedere 15		37066	Caselle di Sommacampagna VR, Italy	service.it@organic.plus
myWorld Lithuania UAB	Olimpiečių g. 1		09235	Vilnius, Lithuania	service.lt@organic.plus
myWorld Latvia SIA	Cēsu iela 31/2	(2.kāpņu telpa, 2.stāvs)	1012	Riga, Latvia	service.lv@organic.plus
myWorld Nederland BV	Hoofdweg 258		3067	GJ Rotterdam, Netherlands	service.nl@organic.plus
myWorld Norway AS	Lysaker Torg 15		1366	Lysaker, Norway	service.no@organic.plus
myWorld Poland sp. z.o.o.	Ul. Kościuszki 169		40-524	Katowice, Poland	service.pl@organic.plus
myWorld Retail Services SRL	Calea Floreasca nr. 169 A	clădirea B parter	014459	București, Romania	service.ro@organic.plus
myWorld Sweden AB	Wenner-Gren Center, vån 5	Sveavägen 166	113 46	Stockholm, Sweden	service.se@organic.plus
myWorld d.o.o.	Ulica Vita Kraigherja 3		2000	Maribor, Slovenia	service.si@organic.plus
myWorld Slovakia, s.r.o.	Digital Park II Einsteinova 25		85101	Bratislava, Slovakia	service.sk@organic.plus

**Appendix ./2**

<b>country</b>	<b>currency</b>
Austria	EUR
Belgium	EUR
Bulgaria	BGN
Cyprus	EUR
Czech Republic	CZK
Germany	EUR
Denmark	DKK
Estonia	EUR
Spain	EUR
Finland	EUR
Great Britain	GBP
Greece	EUR
Croatia	HRK
Hungary	HUF
Ireland	EUR
Italy	EUR
Lithuania	EUR
Latvia	EUR
Netherlands	EUR
Norway	NOK
Poland	PLN
Romania	ROL
Sweden	SEK
Slovenia	EUR
Slovakia	EUR
Switzerland	CHF