

## Legal Notice and Terms of Service

**Company name:** Novelty o' Dreams

**Owner:** Jennifer Tringler

**Head office:**

Jennifer Tringler

Haydngasse 30/1/9,

2340 Mödling

**Phone:** +436507738766

**E-Mail :** [JenLeifire@noveltyodreams.com](mailto:JenLeifire@noveltyodreams.com)

**Membership of the Economic Chamber Organization:** Member of the WKO

**Professional law:**

Trade regulations: [www.ris.bka.gv.at](http://www.ris.bka.gv.at)

**Supervisory authority:** District authority Mödling

**Job title:** Trade (e-commerce)

**Information on online dispute resolution:** Consumers have the possibility to submit complaints to the EU's online dispute resolution platform: <http://ec.europa.eu/odr>.

You can also send any complaints to the e-mail address given above.

## Terms of Services

### GENERAL TERMS AND CONDITIONS ONLINE SHOP

#### 1. Scope of Application

For all mutual claims arising from and in connection with the conclusion of a distance contract between the customer (hereinafter referred to as "Customer") and [www.noveltyodreams.com](http://www.noveltyodreams.com), owner Jennifer Tringler (hereinafter referred to as "Novelty o' Dreams"), with registered office at: Haydngasse 30/1/9, 2340 Mödling, which were concluded using exclusively one or more means of distance communication, these General Terms and Conditions apply in the version valid at the time of the respective conclusion of the contract. The General Terms and Conditions for the online store are available at [www.noveltyodreams.com](http://www.noveltyodreams.com) in the TOS section and can be accessed at any time.

#### 2 Conclusion of Contract

The presentation of goods in the online store does not constitute a binding offer in the legal sense. It is merely an invitation to the customer to make an offer. A contract is concluded by the customer's order on the one hand and only by Novelty o' Dreams' acceptance on the other. The offer is made by submitting the fully completed order form provided on the website [www.noveltyodreams.com](http://www.noveltyodreams.com). The receipt of the order is confirmed by sending a confirmation by e-mail to the customer, which contains product, delivery and payment conditions. The offer is accepted when the goods are dispatched to the customer. The customer is bound to his order for two days from receipt of this order. The statutory right of revocation (right of withdrawal) remains unaffected.

#### 1. Return Policy

All items, except special orders, may be returned within 14 days of receipt of the goods and in accordance with the following provisions. The customer meets this deadline by sending a timely return request to our address:

Novelty o' Dreams  
Jennifer Tringler  
Haydngasse 30/1/9  
2340 Mödling

The goods must be in an unused and resalable condition. The shipping costs for returns are to be paid by the customer in any case. If the purchase price has already been paid, it will be refunded within 7 days to an account to be specified by the customer, minus an invoice and packaging fee of € 5.

The following sample letter is provided for a return request:

*First name, surname*

*Street, house number, staircase, door*

*Zip code, town*

*Country*

*Place, date*

*Registered mail/letter*

*Company*

*Jennifer Tringler*

*"Novelty o' Dreams"*

*Haydngasse 30/1/9*

2340 Mödling

*Subject: Order from ..... (Order number .....)*

*Withdrawal according to § 5e KSchG*

*Dear Sir or Madam!*

*I ordered the following goods from you via the website ..... at a price of EUR  
..... (order number/specification of the goods .....).*

*The goods have not yet been delivered.*

*I withdraw from this contract in due time according to § 5e KSchG as well as for any other suitable  
legal reason.*

*Yours sincerely*

*First name Last name (= personal signature)*

The right of withdrawal does not apply to goods that have been damaged by improper handling by  
the customer.

#### 1 Warranty and Guarantee

The provisions of the statutory warranty shall apply. The warranty period for the delivery of movable goods is two years from acceptance of the goods, unless they are intended for consumption. Novelty o' Dreams does not grant any guarantees over and above the statutory warranty. Warranty claims or other complaints can be made using the contact details given in the legal notice above.

If shipped goods have material or manufacturing defects, the customer is requested to complain about visible defects - including transport damage - as soon as possible in writing to the postal address according to the data in the Legal notice.

#### 1. Exclusion of Liability

Any consequences of injury and damage of a direct or indirect nature to people and animals that arise in the course of using the goods shipped by Novelty o' Dreams are excluded. Furthermore, no liability is accepted for direct and indirect damage caused by the use of the sent goods.

## 1. Terms of Payment and Shipping

All prices quoted by Novelty o' Dreams in the online store are in euros. Promotional offers are generally quoted at the normal price and the promotional price.

In the case of payment in advance, the customer is requested to transfer the due invoice amount, stating the order number, to our account free of charge. Your order will only be dispatched once the full invoice amount has been credited to our account.

If you pay by credit card, the goods will be dispatched after receipt of the invoice amount.

In the event of late payment, we reserve the right to charge a reminder fee of € 15.

We charge per weight of the total goods plus a packaging fee of € 2 per order.

If the goods are shipped outside the EU, additional customs costs may be incurred.

The goods will be sent by post or another delivery service.

Vouchers, discount codes and gifts cannot be combined with other promotions. The regular prices apply. Furthermore, free items of any kind and products purchased with gift vouchers cannot be exchanged, replaced or returned. Free promotional vouchers from competitions etc. expire after 12 months at the latest.

### 1. Reservation of Title

The delivered goods remain the property of Novelty o' Dreams until the purchase price and any shipping costs have been paid in full.

### 1. Data Protection

The data necessary for the business transaction will be stored and, if necessary, passed on to companies commissioned with the order. Personal data will be treated confidentially by Novelty o' Dreams and will neither be passed on to third parties nor rented out. Details on data protection can be found at [www.noveltyodreams.com](http://www.noveltyodreams.com) under Privacy Policy.

You can request a deletion of your data at any time.

### 1. Choice of Law and Place of Jurisdiction

The legal relationships arising from distance selling between Novelty o' Dreams and the customer are subject to national Austrian law to the exclusion of international uniform private law (UN Convention on Contracts for the International Sale of Goods, CISG). According to § 1 JN, the exclusive place of jurisdiction for disputes arising from this contract is the registered office of Novelty o' Dreams.

### 1. Alternative Dispute Resolution

According to the Alternative Dispute Resolution Act (ASTG), a dispute resolution procedure can also be followed in the event of a dispute. The EU Regulation on Online Dispute Resolution in Consumer Matters (ODR Regulation) applies to online contracts.

The link to the EU's online dispute resolution platform is <http://ec.europa.eu/odr>. Consumers can also submit their complaint directly to Novelty o' Dreams at the e-mail address [JenLeifire@noveltyodreams.com](mailto:JenLeifire@noveltyodreams.com).

### 1. Severability Clause

Should individual provisions of a sales transaction between Novelty o' Dreams as an online store and the customer, including these General Terms and Conditions, be or become partially invalid, this shall not affect the validity of the remaining regulations, which shall remain in force.

Mödling February, 2025