

**Welcome to hs-portal.eu!**

### **§ 1 Scope and Supplier**

- (1) The General Terms and Conditions (hereinafter referred to as "GTC") regulate the sale of products by E. U. Fedor Ushakov (hereinafter referred to as the supplier) in the version valid at the time of the order.
- (2) Deviating conditions of the customer are contradicted.
- (3) Please read these terms carefully before placing an order with Fedor Ushakov. By logging on to E. U. Fedor Ushakov give up, you consent to the application of these conditions of sale apply to your order.
- (4) On hs-portal.eu we offer you the sale of the following products:

Moskitonetze

### **§ 2 Conclusion of contract**

- (1) Contracts on this portal can be concluded in English, Russian and German.
- (2) The offers are aimed exclusively at end customers who are natural persons who have a delivery address:  
  
Russia.  
  
In the case of individual bulky goods, possible delivery addresses and delivery locations may be restricted; the restriction is indicated in the corresponding list price.
- (3) The customer must be over 18 years old.
- (4) The presentation of goods in the online shop does not constitute a legally valid offer. The presentation of the goods merely encourages the buyer to submit an offer.
- (5) Your order represents an offer from hs-portal.eu to conclude a sales contract. The process of concluding a contract should look like this: A customer visits the website and selects the desired product from the catalog. He then clicks on the "Pre-order" button and sends an offer to the supplier of the goods (ie to the "online shop"). The seller then receives an offer and calculates the cost of the order, which he confirms in any way, the offer agreement is automatically accepted and the contract is concluded without a contract being concluded in paper, electronic or other form.
- (6) The purchase contract between the provider and the buyer is only concluded when the provider declares acceptance. This happens on the earlier of two dates: Either the goods are dispatched or the dispatch confirmation is sent by e-mail or otherwise. Please note that the confirmation of receipt of your order is not a declaration of acceptance in the aforementioned sense.
- (7) The validity of contracts for a more than usual number of household items as well as the commercial resale of the purchased item requires the special confirmation of the provider. This applies both to

the quantity of products ordered as part of an order and to multiple orders for the same product, in which the individual orders represent the normal household quantity.

- (8) Your orders will be saved by us after the conclusion of the contract. If you lose your order documents, please contact us by email or phone. We will send you a copy of the order details.
- (9) You agree to receive invoices electronically. Electronic invoices will be made available to you by email or in a customer account on the website. For each delivery, we will inform you on the delivery confirmation whether an electronic invoice is available. For more information on electronic invoicing, please visit our website.

### **§ 3 Prices and shipping costs**

- (1) E. U. Fedor Ushakov is a small business, therefore, in accordance with the laws of the Republic of Austria on entrepreneurs and small businesses, the company does not work with VAT and does not include VAT in the price of goods. Our prices include flat-rate shipping costs and additional shipping costs. The shipping costs depend on the type of delivery and the type of product.
- (2) Despite our best efforts, it is possible that a small number of items in our catalog are not correctly priced. We check prices when processing your order and before billing. If the price of the product is wrong and the correct price is higher than the price on the website, we will contact you before shipping the item to ask if you want to buy the item at the correct price or to cancel the order. If the correct price of the product is lower than the price we quote, we will charge the lower amount and ship the product to you.
- (3) The prices at the time of the order apply. If list prices are available, the list prices valid at the time of the order apply.

### **§ 4 Delivery and cancellation**

- (1) Unless otherwise agreed, delivery will be made to the delivery address specified by the customer. On the website you will find information on the availability of the products that hs-portal.eu sells (for example on the respective product detail page). Please note that all information on the availability, delivery or delivery of a product are only approximate and guide values. They do not represent binding or guaranteed shipping or delivery dates, unless they are expressly marked as binding dates for the respective product in the shipping options.
- (2) If hs-portal.eu determines when processing your order that the products you have ordered are not available, you will be informed separately by email or message in your customer account. The legal rights of the client remain unaffected.
- (3) Since delivery to the buyer is not possible because the goods delivered do not go through the buyer's front door, front door or stairwell or because the buyer cannot be found at the specified delivery address, although the delivery time is reasonable for the buyer. Once the deadline has been announced, the customer bears the costs of the failed delivery.
- (4) The delivery takes place depending on the payment method of the buyer. In the case of prepayment, delivery takes place after the payment order has been placed with the translation bank. When paying by credit card, instant transfer or invoice, delivery takes place after the contract has been concluded.

(5) If your order is sent in several packages, you may receive a separate shipping confirmation for each package. In this case, we conclude a separate sales contract for each delivery confirmation for the products listed on the corresponding delivery confirmation. Contractual partner - FE Fedor

Ushakov. Regardless of your right of cancellation, you can cancel your order for a product free of charge at any time prior to sending the corresponding delivery confirmation.

## **§ 5 Custom**

(1) If you order goods for delivery outside the European Union (including the Russian Federation) on [hsportal.eu](https://hsportal.eu), you may incur import duties and taxes, which will be charged as soon as the package reaches the specified destination. You are responsible for all additional customs clearance costs; we have no control over these charges. Customs regulations vary widely from country to country, so check with your local customs office for more information.

(2) Please also note that when you place an order on [hs-portal.eu](https://hs-portal.eu) you are perceived as an importer and must comply with all laws and regulations of the country in which you receive the products. The protection of your data is important to us and we would like to point out to our international customers that cross-border shipments are subject to opening and control by the customs authorities. Further information can be found in our customs information.

(3) Customs duties and other duties are to be paid when passing through customs. Despite the fact that the cost of customs is included in the cost of goods, the customs fees are technically paid by the supplier, namely the E. U. ship Ushakov Fedor.

## **§ 6 Payment**

(1) The buyer can pay for the goods in the following ways:

- Credit card

- Immediate bank transfer

- invoicing

(2) Some payment methods can be excluded by the provider in individual cases.

(3) The buyer may not pay for the goods in cash or by check.

(4) If the buyer chooses the online payment method, he authorizes the provider to collect the amounts due at the time of the order.

(5) If the provider offers advance payment and the buyer chooses this payment method, the buyer receives the invoice amount within five calendar days of receipt of the order, to be transferred to the provider's account. The provider reserves the goods accordingly for five calendar days.

(6) If the provider offers payment by credit card and the buyer chooses this type of payment, he expressly authorizes the provider to collect the amounts due after delivery of partial deliveries or deliveries of goods.

- (7) If the provider offers advance payment and the buyer chooses this method of payment, the buyer undertakes to pay the invoice amount within 14 days from the date of dispatch of the goods without any discount.
- (8) If the purchaser is in default of payment, the supplier reserves the right to claim damages caused by default.

### **§ 7 Offsetting and right of retention**

- (1) The customer is only entitled to offset if the customer's counterclaims have been legally established or have not been disputed by the provider.
- (2) The customer can only exercise a right of retention if your counterclaim is based on the same contractual relationship.

### **§ 8 Retention of title**

E. U. Fedor Ushakov retains ownership of the goods until they have been paid for in full.

### **§ 9 Transport Damage**

A damaged or defective item is a product that cannot be used as intended due to serious defects. Minor damage or normal wear and tear of the product does not give the consumer the right to defend his rights in court or otherwise.

The responsibility for the safety of the goods is distributed as follows: The manufacturer is responsible for the original condition of the goods, after acceptance of the goods the supplier is responsible, then when the goods are handed over to the transport company, the respective transport company is responsible for the goods. Acceptance of the goods by the buyer transfers responsibility to the customer.

### **§ 10 Right of Defects**

- (1) If the customer is a consumer, the warranty and liability for defects of the delivered object of purchase is based on the statutory provisions: According to this, customers in the European Union have warranty rights in addition to their 30-day return guarantee for a period of two years from delivery of the goods and can request the repair or replacement of the products purchased on [hsportal.eu](https://hsportal.eu) if they prove to be defective or not as described. If the goods cannot be repaired or replaced within a reasonable time or without difficulty, you can request a refund or a reduction in the purchase price.
- (2) In the case of used goods, the warranty period can be shorter than two years.
- (3) If the customer is not a consumer, the defect will be remedied by a new delivery or a new performance.
- (4) If the customer is not a consumer, the limitation period is one year. This does not apply to any claims for damages or reimbursement of expenses which are asserted for compensation for damage to body and health or for willful intent or gross negligence.

## **§ 11 Limitation of Liability (Products)**

- (1) The provider is liable for claims for damages by the purchaser from injury to life, limb, health or from the breach of essential contractual obligations, as well as for other damage resulting from their willful or grossly negligent breach of duty, or one of the legal representatives or vicarious agents of Based on the provider.
- (2) Essential contractual obligations are obligations the fulfillment of which is necessary to achieve the objective of the contract.
- (3) The provider is liable for breaches of essential contractual obligations that are based on contracttypical, foreseeable damage, provided that the damage was caused simply by negligence. This limitation does not apply to claims for damages by the customer based on injury to life, limb or health.
- (4) The provisions of the Product Liability Act remain unaffected.
- (5) As far as the liability of hs-portal.eu is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

## **§ 12 Cancellation policy**

- (1) If the customer is a consumer, he has a right of withdrawal in accordance with the following provisions:

- (2) Right of objection

You have the right to terminate this contract within fourteen days only if the goods have been received and there is considerable damage that makes the intended use of the goods in accordance with Section 9 of this contract impossible.

The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier, the article (or the last article, partial delivery or unit in a single-piece-quantityliecontract). Goods in several partial lots or piece goods) taken into possession without giving reasons.

In order to exercise your right of objection, you must inform us of the following:

E. U. Fedor Ushakov

Am Grünen Prater 11/417

1020, Vienna

Austria

Mail: [fedor1ushakov@gmail.com](mailto:fedor1ushakov@gmail.com) Telefon:

+43 681 81362187

through a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. YOU can use the sample opt-out form on our website or send us another clear statement. If YOU choose this option, we will, if possible, send you a confirmation of receipt of such feedback (e.g. by email).

In order to comply with the withdrawal period, it is sufficient

### (3) Consequences of cancellation

If you unsubscribe from this contract, we will only send you those payments that relate to the delivery of the goods within 14 days from the day we received notification of your withdrawal agreement. Other payments related to the production of nets and their painting cannot be refunded. For refunds, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you. Under no circumstances will YOU be charged a fee for this payment.

We can delay payment until we have received the item back or you can provide evidence of this.

You must die regularly and in any case within 14 days from the day on which you notify us of the termination of this contract.

E. U. Fedor Ushakov

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subject to return or transfer. The deadline is met if you send the goods before the 14-day period has expired. You are responsible for all costs associated with returning the item.

### (4) Exceptions to the right of withdrawal

If you only have to pay for any loss in value of the goods if this loss in value is not necessary to check the nature, properties and functionality of the goods

The right of withdrawal does not exist or expires in accordance with the following provisions:

- for the delivery of goods that cannot be returned for health or hygiene reasons and the seal of which was removed after delivery or which died of them after delivery;
- for the delivery of audio or video recordings or computer software in full packaging if the seal has been removed after delivery;
- for the delivery of goods that are manufactured according to customer specifications or that are clearly tailored to personal needs.
- for the delivery of goods that can spoil quickly or whose use-by date has been exceeded quickly;
- in the case of services IF h has provided these in full and you have taken note of and expressly consented to the services before placing your order
- for the delivery of newspapers, magazines or periodicals, with the exception of subscription contracts; and
- for the delivery of alcoholic beverages, the price of which was agreed when the purchase contract was concluded, but the delivery of which is only possible after 30 days and the current value of which is determined by fluctuations in the market on which the company operates

### **§ 13 Exclusion of the right of withdrawal**

(1) The right of withdrawal does not apply to contracts.

- for the delivery of goods that are not prefabricated and for the production of which the individual selection or decision of the consumer is decisive or which are clearly tailored to the personal needs of the consumer, in particular mosquito nets belong to such goods.
- for the delivery of goods that can spoil quickly or whose use-by date can be exceeded quickly;

(2) In the case of contracts, the right of withdrawal expires prematurely.

- for the delivery of sealed goods that are unsuitable for return for health or hygiene reasons if the seal has been removed after delivery;
- for the delivery of goods if they have been inseparably mixed with other goods after delivery;
- for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery.

### **§ 14 Data protection**

(1) If we collect personal data (e.g. name, address, email address), we will obtain your prior consent. We undertake not to pass on any data to third parties without your prior consent.

(2) We would like to point out that data transmission over the Internet (e.g. by e-mail) can have security gaps. Accordingly, the error-free and fault-free protection of third party data cannot be fully guaranteed. In this respect our liability is excluded.

(3) The use of the contact details in the imprint for commercial advertising is only permitted with the prior written consent of the provider by third parties.

(4) You have the right at any time to receive information about your data from hs-portal.eu in full and free of charge.

(5) In addition, there is a right to correction / deletion of the data / restriction of processing vis-à-vis the user.

(6) Further information on data protection can be found in a separate data protection declaration.

### **§ 15 Cookies**

(1) We can use cookies to display a range of products. Cookies are small text files that are stored locally in the cache of the visitor's Internet browser.

(2) Many websites and servers use cookies. Many cookies contain a so-called cookie ID. The cookie ID is a unique identifier for the cookie. It consists of a string of characters that can be used to assign websites and servers to the specific Internet browser in which the cookie was saved. This enables the visited websites and servers to distinguish the individual browser of the data subject from other Internet browsers that contain other cookies. A specific internet browser can be recognized and identified via a unique cookie ID.

- (3) By using cookies, the users of this website can provide a more user-friendly service that would not be possible without the setting of cookies.
- (4) We would like to point out that some of these cookies are transmitted from our server to your computer system, essentially so-called session-related cookies. Session cookies are characterized by the fact that they are automatically deleted from your hard drive at the end of your browser session. Other cookies remain on your computer system and enable us to recognize your computer system the next time you visit (so-called persistent cookies).
- (5) You can object to the storage of cookies; You have access to a banner that you can decline / accept.
- (6) You can of course set your browser so that no cookies are saved on the hard drive or cookies that have already been saved are deleted. Instructions for preventing and deleting cookies can be found in the help system of your browser or software manufacturer.

### **§ 16 Place of jurisdiction law**

In the event of disagreements and disputes, the first stage in resolving them is negotiation between the parties. If the negotiations do not end with the reconciliation of the parties within 30 days and the problem remains unresolved, one of the parties has the right to appeal to the Austrian district court at the seat of the E. U. Ushakov Fedor, Am Grünen Prater 11/417, 1020 Vienna.

Otherwise, neither party has the right to file a lawsuit in court without the mandatory arbitration procedure.

### **§ 17 Final provisions**

- (1) Neither party is liable to the other party for non-compliance . Obligations arising from circumstances which have arisen against the will and will of the parties and which cannot be foreseen or avoided, including declared or actual wars, civil unrest, epidemics, blockades, embargoes, earthquakes, floods, fires and other natural disasters.
- (2) The document issued by the competent authority is sufficient confirmation of the existence and duration of force majeure.
- (3) The party who fails to fulfill its obligation due to an irresistible act of violence must immediately notify the other side of the obstacle and its effect on the performance obligations under the agreement.
- (4) The provider reserves the unrestricted right to change this public offer without the consent of the other party or other persons. In the event of a change in this agreement, the other party will necessarily be notified.