

## Terms and Conditions

As of December 2020

### 1. General

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") form the basis for the business activities of the Wunschbaby-Zentrum Institut für Kinderwunsch Dr. Wilfried Feichtinger GmbH, located at Lainzer Straße 6, A-1130 Vienna, FN 165 308 (hereinafter referred to as the "Wunschbaby Institute"), which are concluded through distance selling via the website [www.wunschbaby.at](http://www.wunschbaby.at). The GTC constitute an integral part of all contracts, agreements, offers, and other legal declarations concluded by the Wunschbaby Institute through distance selling with business partners (hereinafter referred to as the "Customer"). By engaging in business transactions with the Wunschbaby Institute through distance selling, the Customer agrees to the applicability of the GTC.

1.2. Deviating terms and conditions between the Customer and the Wunschbaby Institute shall only apply if expressly agreed upon in writing between the Customer and the Wunschbaby Institute.

1.3. The term "Customer" refers to both consumers within the meaning of the Consumer Protection Act ("KSchG") and entrepreneurs within the meaning of § 1 of the Austrian Commercial Code ("UGB").

1.4. These general terms and conditions are provided on the website [www.wunschbaby.at](http://www.wunschbaby.at) and can be viewed, downloaded, and printed by the Customer at any time. When placing an order, the Customer is prompted to accept these General Terms and Conditions, and the Customer is given the opportunity to print and permanently save these GTC.

### 2. Conclusion of Contract

2.1. The offers available on the website [www.wunschbaby.at](http://www.wunschbaby.at) are non-binding and subject to change until the Wunschbaby Institute accepts the offer by shipping the goods. Changes are expressly reserved.

2.2. By ordering goods in the webshop, the Customer submits an offer to conclude a purchase contract for the goods previously selected by the Customer to the Wunschbaby Institute. A contract is only concluded after our acceptance by shipping the goods.

2.3. An order is only possible if all mandatory fields marked with \* in the order form are completed. These include first and last names, a deliverable address in Austria or Germany, and a valid email address (date of birth optional). If information is missing or if we are unable to fulfill the order for other reasons, the Customer will receive an error message. Before finally submitting the order, the Customer has the opportunity to correct the order. The Customer will receive supporting detailed information directly during the ordering process. Once the ordering process is completed, the Customer will be notified by an info window stating "Your order has been completed and successfully submitted to us". This notification does not constitute acceptance of the Customer's offer by us.

### 3. Contract Storage

3.1. The contract text of the customer's order is electronically stored by us but is not accessible to the Customer. The Customer will receive a representation of the contract content with all order data with the order confirmation via email to the email address provided by the Customer.

### 4. Prices and Shipping Costs

All prices are total prices. They include all taxes, including value-added tax and duties, but exclude shipping costs.

For orders in Austria under 100 euros, a flat rate of 3 euros is charged for shipping costs. Shipping costs are waived for orders over a total order value of 100 EUR in Austria. For other countries, please refer to the information on the shopping cart page <https://www.wunschbaby.at/shop/checkout.html>.

### 5. Payment Methods

During the ordering process, the Customer must select the payment method for settling the purchase price. We accept the following payment methods: credit cards (Mastercard and Visa), SOFORT Überweisung.

### 6. Delivery Conditions

6.1. The webshop is aimed at Austria. We only deliver to delivery addresses in these countries. No shipping to other countries is available.

6.2. Delivery is only made after prior payment. Purchased goods will be delivered by the Wunschbaby Institute to the address provided by the Customer as the delivery address in the order.

6.3. The delivery of the ordered goods is carried out by professional delivery services.

### BEGINNING OF THE RIGHT OF WITHDRAWAL

### 7. Right of Withdrawal and Withdrawal Policy

7.1. The Customer is entitled to withdraw his contractual declaration or an already concluded contract within fourteen days without giving reasons.

7.2. The withdrawal period is fourteen days from the day on which the Customer or a third party designated by the Customer, who is not the carrier, takes possession of the goods.

7.3. If the Customer has acquired the goods as part of a single order and these goods are delivered separately, the withdrawal period begins on the day on which the Customer or a third party designated by the Customer, who is not the carrier, takes possession of the last goods.

7.4. If the Wunschbaby Institute has not complied with the information obligation regarding the right of withdrawal (conditions, deadlines, and procedure for exercising this right) vis-à-vis the Customer, the withdrawal period is extended by twelve months.

7.5. If the Wunschbaby Institute provides the information within twelve months from the date of receipt of the goods, or in the case of separate delivery of the last goods, the withdrawal period ends 14 days after the Customer has received this information.

7.6. To exercise the right of withdrawal, the Customer must inform the Wunschbaby-Zentrum Institut für Kinderwunsch Dr. Wilfried Feichtinger GmbH, Lainzer Straße 6, A-1130 Vienna, by means of a clear statement (e.g., a letter sent by post or email) of his decision to withdraw from this contract:

Telephone: +43 1 8777775

Email: [office@wunschbaby.at](mailto:office@wunschbaby.at)

By mail: Wunschbaby-Zentrum Institut für Kinderwunsch Dr. Wilfried Feichtinger GmbH, Lainzer Straße 6, A-1130 Vienna

7.7. The Customer may use the sample withdrawal form available here, but is not obliged to do so: <https://www.wunschbaby.at/widerruf.pdf>

7.8. To meet the withdrawal deadline, it is sufficient for the Customer to send the notification of exercising the right of withdrawal before the withdrawal period expires.

#### Consequences of Withdrawal

7.9. If the Customer withdraws his contractual declaration or an already concluded contract, the Wunschbaby Institute shall refund all payments received from the Customer, including delivery costs (with the exception of additional costs resulting from the fact that the Customer chose a different type of delivery than the cheapest standard delivery offered by the Wunschbaby Institute), without delay and no later than fourteen days from the day on which the Wunschbaby Institute received notice of the withdrawal of this contract.

7.10. The Wunschbaby Institute shall use the same means of payment for this refund as the Customer used for the original transaction, unless expressly agreed otherwise with the Customer. The Wunschbaby Institute shall not charge the Customer any fees for this refund. However, it is entitled to refuse the refund until it has received the goods back intact