

Terms & Conditions www.iconsofcreativity.com

Karin Grabner
Eisenstaedterstrasse 1
7350 Oberpullendorf
Austria
+43 664 101 22 37
UID: ATU 61607256
office@karingrabner.com
karingrabner@iconsofcreativity.com
www.iconsofcreativity.com

General Terms and Conditions of Trade

October 2015

1. Application

Unless it is otherwise explicitly agreed upon, our following Terms and Conditions apply to the contractual partner.

Our contractual partner agrees that during his use of Terms and Conditions, if in doubt, our T&C are to be assumed, even when the conditions of the contractual partner are unopposed.

We hereby inform that all the products and offers made by Karin Grabner on this website, are exclusively aimed at corporations (B2B). Sales and the resulting conclusion of contracts are equally only undertaken with corporations.

It is hereby explicitly noted that no contracts with consumers will be made.

There is no right of objection.

The following conditions are exclusively valid for all deliveries and services. This shall also apply to any future deliveries, services and offers. These General Terms and Conditions of Trade are accepted upon placement of the order. Changes or other conditions of the affiliate are only valid, if we have agreed to them writing.

If any provisions of these General Terms and Conditions of Trade are ineffective, the effectiveness of the remaining provisions and the contracts concluded on the basis of the same shall not be affected. The ineffective provision shall be replaced by an effective provision which comes as close as possible to the meaning and purpose of the ineffective one.

2. Offers

Our quotations are subject to change and non-binding. Only after the despatch of the written confirmation of order does the contract count as valid.

3. Copyright and Author's Rights

All rights reserved. Contents and statements in their combinations remain our intellectual property.

No part of the trendbook 'icons of creativity', colour matrix, any visual material of the CD International city trend packages, any newsletter information, any photographs and contents from our website and any material which belongs to the service and product range of Karin Grabner, may be reproduced in any form without the express written consent of Karin Grabner. This includes the transfer, re-production, publication and appropriation of copies or parts of the content. Any abuse will be prosecuted.

4. Order, Payment & Deliveries

On our website www.iconsofcreativity.com you can order a series of TRENDBOOKS*.

Copies of already existing CD PACKAGES International Citytrend** can continue to be bought.

Product information trendbook ICONS OF CREATIVITY:

* Order forms for the trendbook series ICONS OF CREATIVITY can be found on our website <http://www.iconsofcreativity.com/ioc/index.php/shop/order-form-ioc-trendbook>

When buying one of our trendbooks, you will *complimentarily* receive the complete **Pantone TCX Colour Matrix** with reference numbers of all trend themes as a download link. These colours might inspire you in your creations for the respective season.

The **Colour Matrix** can also be bought separately as a download link, or as a CD (as you prefer), for €149,-.

The **prices are seasonal**, deliveries starting in January and July. **All deliveries within the EU are free of charge.** All other destinations on request.

Product information INTERNATIONAL CITYTREND CD package: **

Order forms for our **International Citytrend CD packages can be found on our website <http://www.iconsofcreativity.com/ioc/index.php/shop/order-form-ioc-citytrends>

Please note that we no longer create and sell any **new** International Citytrend CD packages, but that you can continue to buy existing ones.

All deliveries within the EU are free of charge. All other destinations on request.

Sign up to our free Newsletter on www.iconsofcreativity.com or contact us on service@iconsofcreativity.com for further inspiration! You can always unsubscribe at the bottom of each Newsletter.

How to order products on <http://www.iconsocreativity.com/ioc/index.php/shop>

- a) Just click on the **ordering link of your choice**, and fill out the pre-built email.
- b) Please don't forget to fill in the **VAT identification** number as an international company, so that no tax will be added to the international invoice.
- c) We will respond with the **order confirmation** as quickly as possible to ensure that the client's ordered package and correct invoice will be sent promptly.
- d) After **we receive payment**, the ordered products will be directly sent to the stated address in a safe package by courier.
- e) If the client prefers to call us for an order or send us an email all our contact details can be found on our website.
- f) All our quoted prices are, unless otherwise stated, to be understood as exclusive of VAT. Upon the settling of accounts, the lawful VAT will be added to the price.

5. Transport

The ordered products will be directly sent to the stated address in a safe package by courier. All deliveries within the EU are free of charge. All other destinations on request.

Unless otherwise explicitly agreed upon, the risk of transport for delivery lies with the contractual partner. The faultless condition of the product is to be checked upon receiving the product. Any eventual defects are to be immediately declared on the delivery receipt of the delivery company as accepting the goods upon reservation. Karin Grabner service@iconsocreativity.com is to be immediately notified with proof of the defect product. Later reclamations cannot be accepted. We try to deliver a faultless replacement to the client as soon as possible.

6. Guarantee

The statutory regulations apply.

7. Compensation

Apart from personal damage, we only bear liability, if the damaged party proves gross negligence on our part.

8. Governing Law

In this contract Austrian substantive law applies; the applicability of UN-purchase rights is excluded.

9. Place of Payment, place of jurisdiction and applicability

All disputes arising from the contract shall be settled by the court responsible at the location of the company's registered office. However, we also have the right to sue at the place of general jurisdiction of the contracting party.

-
- a) Place of payment for all ordered services is 7350 Oberpullendorf, Austria.

- b) The agreed place of jurisdiction for all legal disputes arising in connection with this contractual relationship shall be the court having jurisdiction over the subject-matter and Karin Grabner's registered office.
- c) Austrian law is applicable. The agreement of the UN from 11.04.1980 ("United Nations Convention on Contracts for the International Sale of Goods") is not applicable.
