

# LEGAL NOTICE FOR CONSUMERS

OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH  
 VALID AS OF NOVEMBER 2019

## Right to rescind distance contracts

If you are a consumer, you may exercise the following right of rescission (also referred to as „right of cancellation“) under the Austrian Distance Selling Act [FAGG].

### RIGHT OF RESCISSION AND RESCISSION PERIOD

Consumers may rescind a distance contract within 14 days without giving any reason. The rescission period shall start as follows:

1. In respect of contracts for services (e.g. registration for a **qualityaustria** training, course, seminar, workshop, etc.), on the contract date;
2. In respect of contracts of sale:
  - a) On the day when the consumer or a third party nominated by the consumer and not acting as carrier obtains possession of the product;
  - b) If under one purchase order the consumer ordered various products delivered separately, on the day when the consumer or a third party nominated by the consumer and not acting as carrier obtains possession of the last product;
  - c) If a product is delivered in various partial shipments, on the day when the consumer or a third party nominated by the consumer and not acting as carrier obtains possession of the last partial shipment;
  - d) In respect of contracts concerning the regular delivery of products over a fixed period of time, on the day when the consumer or a third party nominated by the consumer and not acting as carrier obtains possession of the last product;
3. In respect of a contract concerning the delivery of digital content not stored on a physical data carrier, on the contract date.

### EXERCISE OF THE RIGHT OF RESCISSION

You must exercise your right of rescission by informing us (Quality Austria - Trainings, Zertifizierungs und Begutachtungs GmbH, Zeilinkagasse 10/3, 1010 Vienna, Austria; fax +43 1 274 87 47-100; E-Mail: [office@qualityaustria.com](mailto:office@qualityaustria.com)) by unambiguous notice (e.g. letter sent by mail, fax or email) of your decision to rescind the contract. You may, but you are not required to, use the enclosed sample cancellation form (rescission form). The rescission period shall be deemed complied with if you dispatch your rescission notice before the expiration of the rescission period.

### CONSEQUENCES OF RESCISSION

If you rescind the contract, we are required to return to you all payments received from you without delay and not later than within fourteen days of the day of receipt of your rescission notice. We will return your payments using the same means of payment used by you in the original transaction, unless expressly otherwise agreed with you.

In respect of contracts of sale, we may withhold repayment until the earlier of receipt of the returned goods or submission of proof that you have returned the goods. You are required to send back or hand over the goods without delay and not later than within fourteen days of the day when you informed us of your rescission. The above time limit shall be deemed complied with if you dispatch the goods before the expiration of the fourteen-day period. You shall bear all direct cost of returning the goods. You shall be responsible for any loss in value of the goods only if such loss in value is attributable to handling not necessary for the purpose of examining the condition, qualities and functionality of the goods.

The following shall apply to contracts for services: If you wanted the service to start during the rescission period, you are required to pay a reasonable amount equivalent to the share of services already provided until the date when you informed us of the exercise of your cancellation right compared to the total amount of services provided for in the contract.

### EXCEPTIONS FROM THE RIGHT OF RESCISSION

You may not rescind a contract for services if the contractor - upon express request by the consumer and confirmation that the consumer is aware that he will have no right of rescission upon complete performance of the contract - had started to perform his services before the expiration of the rescission period and the service was fully provided.

# SAMPLE CANCELLATION FORM

(If you want to cancel the contract, please complete and return this form)

To  
Quality Austria - Trainings,  
Zertifizierungs und Begutachtungs GmbH  
Zelinkagasse 10/3  
1010 Vienna  
Austria

Fax: +43 1 274 87 47-100  
E-Mail:office@qualityaustria.com

I/We (\*) hereby cancel the contract concerning the purchase of the following goods (\*)/the provision of the following service (\*) signed by me/us (\*)

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

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only for notices on paper)

Date

(\*) Delete if not applicable