

T&C Online Shop

1. Scope of application

These Terms and Conditions shall apply between the buyer - hereinafter referred to as "Customer" - and Augustiner Bräu-Kloster Mülln OG, FN 24411z, in Salzburg/Austria, - hereinafter referred to as "Augustiner". All sales, deliveries and other services carried out via Augustiner's OnlineWEB-Shop via their internet portal www.augustinerbier.at shall be carried out in accordance with these General Terms and Conditions only.

2. Conclusion of contract

2.1 Offers and representations of the product on Augustiner's internet pages are subject to change. The Customer shall order the product by placing an online order by means of a completed order form. Augustiner shall send electronic confirmation of receipt of the Customer's order.

2.2 The contract shall be concluded upon Augustiner's confirmation by e-mail of the Customer's order.

2.3 Augustiner sells the product for personal consumption only, and only to natural persons over the age of 18 or legal entities with unlimited legal capacity. The product is only sold in quantities that are customary in the trade. Commercial resale of the product is not permitted without Augustiner's express consent. Augustiner expressly reserves the right to cancel orders placed by commercial resellers. The data required for registration or orders, such as name, address, e-mail address, etc., must be given in full and truthfully. The Customer undertakes not to make his/her password on Augustiner public, not to disclose it to any third party and not to make it accessible to unauthorised persons in any other way. Registration and use of Augustiner's internet pages is free of charge.

3. Prices

The prices valid on the day of the order shall apply. The prices shall be repeated in the e-mail confirming the order. Any different prices that may be shown on pages loaded from caches (browser cache, proxies) are not up to date and are invalid. All prices include the legally valid value added tax and refer to the unit expressly stated in each case. Unless expressly agreed otherwise in writing, the prices shall apply ex place of dispatch excluding packaging and freight (for shipping costs see clause 4.4 below).

4. Delivery/shipping costs

4.1 Delivery is made worldwide or in the countries named in clause 4.4.

4.2 Deliveries shall be made by the parcel delivery company GLS Austria or GLS Germany, whereby this shall be determined solely by Augustiner Bräu Kloster Mülln OG.

4.3 Partial / subsequent deliveries are permissible, whereby the Customer shall not be charged any extra costs for, e.g., packaging and shipping as a result.



4.4 Shipping costs: Shipping shall be handled by our logistics partner GLS. The shipping costs shall be listed and communicated separately for each order. The calculation of the shipping costs listed below is applicable up to a weight of 5 kg

For delivery within Austria EUR 5.95

For delivery to Germany EUR 7.95

For deliveries to France, Netherlands, Italy, Luxembourg, Monaco, Poland, Slovak Republic, Czech Republic and Hungary: EUR 12.95

For deliveries to Denmark, England, Scotland, Wales: EUR 18.95

For deliveries to Finland, Greece, Northern Ireland, Ireland, Croatia, Latvia, Lithuania, Portugal, Romania, Sweden, Slovenia, Spain: EUR 23.95

For delivery to Switzerland: EUR 29.95

For delivery to Canada, Mexico and the USA: EUR 79.95 up to 3 kg

For delivery to Australia and New Zealand: EUR 145.95 up to 3 kg

Free shipping:

If the value of the order exceeds EUR 100.00, we deliver free of shipping costs - ONLY within Austria and Germany. For deliveries to all other countries, NO exemption from shipping costs applies.

4.5 If a delivery is not accepted or fails to arrive because the Customer stated an incorrect delivery address, Augustiner may charge the Customer for the additional shipping costs incurred for a repeat delivery.

4.6 Delivery date:

The product is generally dispatched within 2 - 4 working days after receipt of payment of the purchase price. The subsequent delivery time depends on the parcel delivery company (e.g. GLS) and is beyond Augustiner's control, so that Augustiner cannot guarantee the stated delivery time. Normally, the shipping time within Austria is 1-3 working days. If impediments to delivery occur for which Augustiner is not responsible, Augustiner may postpone delivery for the duration of the impediment. If the impediment makes it impossible for Augustiner to deliver for a sustained period of at least three months, Augustiner shall be released from its obligation to deliver and shall refund the purchase price. Augustiner shall in particular not be liable for events of force majeure (war, natural disasters, etc.) or strike or lockout, import and export bans, shortages of energy and raw materials, crop failures or crop deterioration leading to the unusability of raw materials, or default on the part of a supplier, where such an event makes it impossible or excessively difficult for Augustiner to deliver the product. In the event of foreseeable delays in delivery, Augustiner shall inform the Customer accordingly.

4.7 Delivery quantity:

Augustiner only delivers products that can be sent in a parcel up to a maximum weight of 30 kg.

4.8 Default of acceptance:

If the Customer refuses to accept the product or declares that he/she does not wish to accept the product, Augustiner may withdraw from the contract.

5. Payment

5.1 Each delivery shall be accompanied by a detailed invoice.

5.2 The Customer shall not be entitled to withhold payments on account of counterclaims or to offset payments against counterclaims unless the counterclaims are undisputed or have been finally upheld by a court of law.

5.3 The price of the product shall be payable without deduction immediately upon placement of the order. The product shall not be delivered until payment has been made in full or the amount has been credited to Augustiner's account.

5.4 The following payment options are available to the Customer:

PayPal (via SSL connection)

Payment is made via the electronic payment system PayPal. After confirming the order, the Customer is redirected to the PayPal payment page. There, the Customer enters his or her PayPal user name and effects the payment. After that, the Customer is automatically redirected back to Augustiner's online shop so that he or she can complete the order.

Even without being a PayPal customer, one can pay by credit card via the PayPal system (as a PayPal guest). This is possible by the Customer simply clicking on "You don't have a PayPal account?" after confirming the order and effecting the payment in this area.

Credit card (via SSL connection)

The amount will be debited in the usual course of your credit card accounting after the goods have been dispatched; the following credit cards are permitted: Mastercard & VISA. If you wish to pay for your order by credit card, you will be redirected to a secure login page of our payment provider in order to make the payment. There you can make the payment securely and in an encrypted manner. This page opens as a pop-up window. Please therefore make sure that your browser accepts pop-up windows. As soon as the payment process has been successfully completed, this window closes again and you can confirm and complete the order.

Advance payment

The Customer is obliged to pay the purchase price to our account by bank transfer. If you pay in advance, you will receive an e-mail from us containing the exact invoice details. Please therefore be sure to enter your first and last name, e-mail address and/or telephone number in the order form so that we can contact you. When making the bank transfer, please also state the reason for payment as well as your first and last name and order number so that we can allocate your payment to the order. Otherwise, we will not be able to allocate your order and delays will occur. After receipt of payment, we ship the ordered goods within 3 days as a rule. Should you return your goods, please include your bank details on the return slip for our return transfer. In the case of a bank transfer, you do not need to provide confidential bank details for this purpose. Please remember to pay for your order within 5 weekdays, during which time the items will remain reserved for you.



5.5. Payment is 100% secure, all data is transmitted in an encrypted form by means of SSL. Our shop is SSL certified and meets the PCI security standards.

6. Cancellation policy

6.1 Right of revocation

The Customer as a consumer, in particular within the meaning of the provisions of the Austrian Consumer Protection Act and the German provisions for consumer protection, is entitled to revoke the contract within fourteen days without stating any reasons, whereby the revocation may be effected by returning the goods at Augustiner's risk or by written declaration. The revocation period shall commence at the earliest upon receipt of this information in text form, but not before receipt of the product by the Customer (in the case of regular deliveries, not before receipt of the first partial delivery) and also not before fulfilment of the statutory information obligations by Augustiner.

In order to comply with the time limit, it shall be sufficient to dispatch the goods on time, receipt of the goods, or to send the written declaration on time to: Augustiner Bräu Kloster Mülln OG Lindhofstr. 7, A-5020 Salzburg/Austria Tel.: +43 662-431246, Fax: +43 662-431246-20, e-mail: info@augustinerbier.at

6.2 Consequences of returning the goods:

In the event of an effective exercise of the right of revocation, the services or payments received by both parties shall be returned and any benefits derived (e.g. interest or advantages of use) shall be surrendered. In the event of deterioration of the goods, compensation may be demanded. This shall not apply if the deterioration of the product is solely due to its inspection, as would also have been possible for the customer in a shop, for example. Incidentally, the Customer can avoid the obligation to pay compensation by not using the product like an owner and refraining from doing anything that might impair its value.

6.3 Cost of returning the goods:

The Customer shall bear the costs of the return shipment if the delivered goods are as ordered.

7. Retention of title

7.1 The delivered product shall remain the property of Augustiner until payment has been made in full. Until then, the Customer is obliged to treat the product with care.

7.2 Should the Customer resell the object of the contract before it has been paid for in full, the Customer shall assign his account receivable from the third party to Augustiner until the account receivable has been settled. Augustiner shall accept this assignment.

7.3 Pledges, transfers of ownership by way of security, sale-and-lease-back transactions and other dispositions by the Customer shall not be permitted as long as the retention of title exists.

7.4 In the event of access by third parties, for example by way of seizure, and in the event of damage to or destruction of the goods, the Customer shall be obliged to inform Augustiner thereof without delay. Furthermore, changes of residence must be notified without delay.

8. Warranty

8.1 The statutory provisions of warranty law shall apply.

8.2 The limitation period for statutory warranty claims with regard to movable goods is 2 years in Austria and in Germany.

9. Liability

9.1 Augustiner shall only be liable insofar as Augustiner, its vicarious agents and/or legal representatives are guilty of intentional or grossly negligent conduct. This limitation shall not apply, however, to personal injury.

9.2 Any statutory strict liability on the part of Augustiner - in particular liability under the Product Liability Act and statutory warranty liability - shall remain unaffected by the above limitation of liability.

9.3 Augustiner assumes no liability for uninterrupted availability of its internet site or for technical or electronic errors of the online offer.

9.4 Augustiner shall not be liable for any obvious errors in the content of the online offer (e.g. obvious typing errors), not even in connection with price quotations.

9.5 Augustiner shall not be liable for any losses caused by unauthorised persons making purchases with the aid of a user's password. Augustiner shall likewise not be liable for any losses caused through the acceptance of parcels by third parties.

9.6 Clauses 9.1 to 9.5 shall cover all contractual and non-contractual claims resulting from this agreement or the use of the product.

10. Data protection

10.1 Augustiner shall treat the Customer's personal data confidentially and shall only make such data available to third parties to the extent that this is permitted by data protection law or that the Customer consents thereto. The data shall not be sold, rented or made available to third parties.

10.2 Augustiner would like to point out that personal data of its customers are processed electronically. The data are used solely for contract execution, unless otherwise agreed.

10.3 After execution of the contract, the data shall be deleted immediately, unless their further storage is legally provided for or agreed.

11. Final provisions



11.1 Augustiner reserves the right to amend these Terms and Conditions at any time and without giving any reasons. Such amendments shall not apply to orders already placed. By placing an order, the Terms and Conditions valid at the time are accepted. Augustiner reserves the right to exclude customers from further participation due to violation of the Terms and Conditions.

11.2 The law of the Republic of Austria shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

11.3 The exclusive place of jurisdiction shall be Salzburg, insofar as the Customer is an entrepreneur.

11.4 These terms and conditions of use are stored by Augustiner and are accessible to every user in German at URL <http://www.augustinerbier.at> under the menu item AGB, and can be printed out.

11.5 Should any provision of these T&C be invalid, the other provisions shall remain unaffected.

12. Miscellaneous

All agreements must be made in writing to be legally effective; this shall also apply to subsidiary agreements, assurances and any other amendments. The invalidity of individual provisions or their components shall not affect the validity of the other provisions. The contracting parties shall be obliged, within the framework of what is reasonable and in good faith, to replace the invalid provision with a valid provision that comes as close as possible to it in terms of economic benefit.

As at: February 2021