



General Terms and Conditions

woom GmbH, FN 394311w

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1. Scope of application of the General Terms and Conditions

- 1.1. The following General Terms and Conditions apply to all business relations between a consumer within the meaning of Section 1 (1) (2) of the Austrian Consumer Protection Act ("KSchG"), the "Customer", on the one hand and woom GmbH (hereinafter referred to as "woom" or "us") on the other, arising from the purchase of goods or vouchers ("*products*") from the woom online shop, which can currently be accessed at woom.com (12/03/2026).
- 1.2. When placing an order, the Customer accepts this version of the General Terms and Conditions by ticking a box and submitting their order.

2. Conclusion of contract

- 2.1. The presentation of products in the online shop does not constitute a proposal in the legal sense. woom invites customers to submit a proposal to purchase products, but this invitation is non-binding and without obligation. A binding purchase contract will only exist once the Customer has clicked on the "Order now" button and woom has subsequently accepted in the form of a separate order confirmation or delivery of the products in the order. woom will confirm receipt of the Customer's electronic contract proposal immediately. Confirmation of receipt does not constitute binding acceptance of the order.
- 2.2. Placement of orders is open to natural persons who are at least 18 years old and have full legal capacity at the time the contract is concluded.
- 2.3. woom is entitled to refuse to accept the order without providing any reason for doing so. This applies in particular if the products in the order are out of stock or if a private individual has exceeded the standard per-household quantity.

3. Prices and shipping costs

- 3.1. The prices listed in the online shop are retail prices including VAT and packaging costs.



- 3.2. The Customer will be made aware of any additional costs, including those for freight, delivery or shipping, before they submit their proposal provided that it is reasonable to expect that these costs can be calculated in advance. If the costs cannot be calculated in advance, we will advise the Customer that additional costs may apply before they submit their proposal.

4. Shipping conditions

- 4.1. The order will be delivered by GLS/FedEx. We will use our best judgement to select the shipping company but cannot guarantee that we will choose the fastest and cheapest option.
- 4.2. The order will be delivered to the address specified by the Customer. The risk of loss or damage is transferred to the Customer or a third party designated by the Customer when the goods are handed over. The Customer is responsible for any errors in the delivery address or details relating to third parties.

5. Legal right to cancel

- 5.1. The Customer has the right to cancel the purchase contract within 14 days without having to provide a reason for doing so.
- 5.2. The cancellation period is 14 days from the day on which the Customer or a third party designated by the Customer (but not the carrier) received the goods.
- 5.3. In order to exercise their right to cancel, the Customer can cancel the purchase contract by sending a clear declaration (e.g. in a letter, fax or email) to woom (woom GmbH, Muthgasse 109 A, 1190 Vienna, Austria, woom@woom.com, phone: +43 800 404 332). The Customer can use the standard cancellation form ([link to form](#)) below to notify woom of their decision to cancel, but this particular form is not a requirement.
- 5.4. To meet the cancellation deadline, the Customer will just need to inform woom that they are exercising their right to cancel before the expiration of the cancellation period.

Consequences of cancellation

- 5.5. If the Customer cancels this contract, woom will refund any payments received from the Customer, including delivery costs, without delay and no later than fourteen days from the day on which woom received notification of the Customer's decision to cancel this contract. To make this refund, woom will use the same payment method that the Customer used for the original transaction unless otherwise expressly agreed with the Customer. Under no circumstances will the Customer be charged any fees for this refund.
- 5.6. woom may refuse to pay the refund until the returned goods have been received or until the Customer has provided proof that they have returned the goods, whichever happens first.
- 5.7. The Customer will be required to return the received goods to woom without delay



and no later than fourteen days from the day on which they informed woom of their decision to cancel this contract. The deadline will be deemed to have been met if the Customer returns the goods to woom GmbH, Muthgasse 109 A, 1190 Vienna, Austria before the expiration of the fourteen-day period.

- 5.8. woom will cover the costs of returning the goods provided that the Customer uses the same shipping company used to deliver the goods to them. If the Customer chooses to use a different shipping company, they will need to cover the associated costs and bear the risk of transportation themselves.
- 5.9. The Customer will be required to pay for any loss in the value of the goods if this has been caused by handling of the goods beyond the scope required to check the conditions, features and functionality of the goods.

Standard cancellation form

- 5.10. If the Customer wishes to cancel the contract, they can fill in the following form and return it to us:



woom GmbH cancellation form

To: - Name: woom GmbH

- Address: Muthgasse 109 A, 1190 Vienna, Austria
- Email address: woom@woom.com
- Phone number: +43 800 404 332

- I/we (*) hereby cancel the contract concluded by me/us (*) to purchase the following goods (*):

- Ordered on (*)/received on (*):

- Name of consumer(s) (*):

- Address of consumer(s) (*):

- Signature of consumer(s) (*) (not applicable if this form is being submitted electronically):

- Date (*):

Fields marked with (*) are required.



- 5.11. In the cases listed in Section 18 of the Austrian Act on Remote and Off-Premises Transactions (FAGG), the right to cancel does not apply. This applies in particular to purchases of goods that:
- are custom-made in line with the Customer's specifications or specific requirements;
 - are sealed when delivered and cannot be returned for health and safety or hygiene reasons if the seal has been removed after delivery;
 - have due to their nature been inseparably mixed with other goods after being delivered.

6. Voluntarily extended right to return

- 6.1. woom voluntarily extends the statutory 14-day cancellation period for customers by another 16 days. This means that woom grants its customers the right to return goods within 30 days in total. woom may extend this 30-day period on an individual basis during promotional campaigns.
- 6.2. The voluntarily extended right to return with respect to clothing is subject to the condition that the clothing has not been worn and is returned with the price tag attached. This does not limit the statutory right to cancel within the first 14 days as set out under "5. Legal right to cancel".
- 6.3. If the Customer exercises the voluntarily extended right to return, woom will pay the return costs provided that the Customer uses the same shipping company used to deliver the goods to them. The Customer should use the return slip and return label. If the Customer chooses to use a different shipping company, they will need to cover the associated costs and bear the risk of transportation themselves.
- 6.4. Unless otherwise agreed, the statutory provisions relating to the right to cancel set out in section 5 will apply in the same way to the voluntarily extended right to return.

7. Payment terms and conditions

- 7.1. Unless otherwise agreed, the Customer will be required to pay the agreed fee promptly upon conclusion of the contract using the available payment methods and within 14 days of the contract being concluded at the latest.
- 7.2. Customers making late payments will be charged the statutory interest rate of 4% per annum for payments in arrears.
- 7.3. If the Customer is late making payment, they will be required to pay the itemised reminder and collection expenses incurred as part of the corresponding legal proceedings, in particular the fees for any collection agency hired. These costs are limited in line with the amounts stipulated in the applicable regulations for maximum fees for debt collection and the Austrian Lawyers' Fees Act.
- 7.4. Depending on who is at fault, other damages suffered by woom as a result of the missed payment must also be compensated for, including but not limited to higher interest rates being applied to any credit accounts or actual damages.



8. Retention of title

- 8.1. woom retains title to delivered goods until full payment has been received for the goods.

9. Warranty/liability

- 9.1. Statutory warranty provisions apply to the Customer if goods are found to be faulty.
- 9.2. It is the Customer's responsibility to check the goods to ensure they are complete, correct and in good condition upon delivery. Most importantly, they should check that the packaging is intact. Any problems should be reported by email to woom@woom.com with a brief description. This will help any warranty claims to be resolved more quickly and effectively. Failure to follow this obligation will not result in any limitation of the consumer's statutory warranty rights.
- 9.3. woom shall be liable for its company bodies and employees and other vicarious agents ("Personnel") only in cases of material damage caused by intent or gross negligence. This liability disclaimer does not apply to personal injury, claims in accordance with the Austrian Product Liability Law, breach of the main obligations or damage to property that woom has accepted for processing. In such cases, liability applies even in the event of ordinary negligence.

Liability limitations applicable to woom also apply to the personal liability of the company's Personnel.

10. Warranty commitments

Read our warranty commitments and conditions here: https://woom.com/en_INT/warranty

The Customer's statutory warranty rights are not affected by these warranty commitments.

11. Final provisions

- 11.1. Substantive Austrian law shall apply and will exclude the United Nations Convention on Contracts for the International Sale of Goods and regulations governing conflicts of laws. Austrian law only applies to customers who are usually domiciled in the EU if this will not limit the protection provided by mandatory consumer protection provisions applicable in the country where they live.
- 11.2. If natural persons are only referred to in this contract using the masculine form, this shall be deemed to refer equally to women, men and people of unspecified gender. If reference is made to specific natural persons, the correct masculine or feminine form must be used.
- 11.3. Customer complaints should be directed to woom@woom.com.



Vienna, 19/03/2026