

## Terms of Service

At the domain <http://www.russianammo.org> Christian Koll runs a commercial webpage. On this webpage Christian Koll offers products - mainly his book "Soviet Cannon" - for sale on the internet. Hereby the following terms of service apply:

### 1.) Browsing the Webpage

The customer has the possibility to browse the before mentioned webpage and to choose and order different products. On the webpage a detailed description of the offered products is provided. The use of the webpage <http://www.russianammo.org> is free of charge.

### 2.) Ordering a Product, Sales Contract

To order a product offered on the webpage, a written order (email or postal letter) has to be sent to Christian Koll. A contract between customer and Christian Koll is in effect, as soon as Christian Koll has confirmed the order to the customer in writing. By placing an order, the customer declares that he has fully read and understood the terms of service (this file) and agrees to all of these terms. In case Christian Koll is not capable of processing an order (which means posting the product at the post office) within 30 days without notice, the customer may withdraw his order. Christian Koll reserves himself the right to not accept orders from certain persons or from persons or institutions living in certain countries.

### 3.) Fulfilling of the Sales Contract

Christian Koll will process any orders within 7 days and notify the customer if the ordered product is available. If the product is available, the latter will be shipped within 7 days counting from the day the payment has been received from the customer. Detailed shipping costs are provided on the webpage <http://www.russianammo.org> and apply as provided at the time the order was placed. Any changes of an order can only be accepted as long as the order has not yet been shipped.

### 4.) Prices

The prices of the offered products are provided on the webpage <http://www.russianammo.org> and apply as provided at the time the order was placed. All of the provided prices are final sales prices. There is no sales tax added because of the Austrian "small business regulation" (§6 Abs.1 Z27 UStG). The offered products and the prices provided on the webpage may be changed at any time without notice. Please note that all prices provided on the webpage do not include any taxes, copyright fees or customs duties that may be charged in foreign countries because of local legislature. The customer has to pay any of these charges by himself.

### 5.) Payment Options

Christian Koll will provide an invoice for every order. This invoice contains all the information obligated by § 11 Abs. 1 of the Austrian sales tax law (UStG).

Christian Koll only ships any ordered products if the total of the invoice has been paid in advance by the customer. The payment can be carried out by drawing the money on the Austrian bank account provided (using IBAN and BIC) or by using PayPal. All totals (without deductions) are due within 14 days starting from the invoice date.

A delivery without advance payment is only possible in exceptional cases and is reserved for officials and public services only. All proprietary rights are hereby reserved. The delivered products remain the property of Christian Koll as long as the total has not been fully paid by the customer. Please note that these proprietary rights also apply to third parties.

In case the customer does not pay the total within the given time, he is obligated to pay interest to Christian Koll in the amount of the 3-month EURIBOR plus 7%.

For every written reminder (per email or per recorded letter) to pay the total, the customer owes Christian Koll a reminder fee of 15 Euros. The first reminder, however, is free of charge.

## 6.) Warranty and Liability

The customer will notify Christian Koll immediately after receiving the purchased product, if the latter has flaws or is damaged. Any returns have to be shipped to Christian Koll on the customer's expense. In case the purchased product has been damaged or was lost during shipping, the customer agrees to follow the following procedure:

If the purchased product has been damaged during shipping, the customer is obligated to request a signed confirmation of his local postal service or delivery partner that includes a detailed description of the way and the extent the product has been damaged. A copy of this confirmation has to be sent to Christian Koll on the customer's expense. Before any damaged product is returned, the customer has to contact Christian Koll in writing and has to submit a copy of the damaging confirmation of his local postal service. The shipping costs for any returns are on the customer's expense. Only if this procedure is followed through, will the customer receive a replacement without any further costs involved. Purchased products returned to Christian Koll without prior notice or without prior submission of a damaging confirmation, void and exclude any warranty or replacements.

In case the customer has provided a false or incorrect address, which results in the packet being returned to Christian Koll, the customer is obligated not only to pay for the return shipping, but also has to pay the shipping costs for the second attempt of delivery (with the corrected address). To deliver the purchased products, the Austrian postal service is granted a sufficient time span. This time span is 6 weeks within Europe and 12 weeks for any other country of the world and begins at the day the product was posted off at the Austrian post office. In case the given time span passes without the purchased product being received by the customer, the product is considered lost. In this case Christian Koll will provide a free replacement to the customer. Upon request the customer will receive a copy of the receipt of the Austrian postal service to prove that his packet was actually posted.

Christian Koll accepts no liability for personal injury, death or property damage to users or third parties resulting from the use of the webpage <http://www.russianammo.org> or the use of any products ordered from this webpage. Note the detailed DISCLAIMER provided in the book and on the CD-Rom that is enclosed with the book.

## 7.) Cancellation of an Order

According to § 5e of the Austrian "Fernabsatz-Gesetz 1999" the customer may cancel and return his order within 7 days starting from the day the purchased product is received. A cancellation of an order is not possible for any electronic data media (especially DVD's and CD-Rom's), if the original sealed packaging has been opened by the customer. Please note that a CD-Rom is enclosed with the book "Soviet Cannon". Opening the clear plastic shrink foil the book is packed in, voids any right to cancel or return the order. Any books signed by the author on the customer's request are also excluded from any cancellations or returns. If the received order is being cancelled by the customer, he has to send back all received products to Christian Koll. The shipping costs of any returns are on the customer's expense. In case of a justified cancellation, the customer will receive his money (without shipping costs) back within 7 days after the returned product has been received by Christian Koll. To return any money to the customer, the latter has to provide his bank data (either a bank account within the European Union, or a PayPal address).

## 8.) Data Protection

Christian Koll will keep all customer data (especially name, address and bank data) confidential and under no circumstances will pass any of these data on to anybody else.

## 9.) Final Statement

The access to and the use of this webpage, as well as these terms of service are subject to the laws of the Federal Republic of Austria. The place where the contract is to be fulfilled, as well as the court of jurisdiction is Linz, Austria. If any of these terms of service is legally void, all other terms remain unharmed and stay valid. Christian Koll and the customer will replace the void term with a valid term that represents the economical will of the contract parties. Any agreements and correspondence between the customer and Christian Koll has to be in written form only. Both contract parties agree that there were not and that there will not be made any oral agreements.

## 10.) Masthead

Christian Koll, Feldweg 14, A-4040 Linz, Austria  
<http://www.russianammo.org>  
[russianammo@yahoo.com](mailto:russianammo@yahoo.com)

January 2011