

Terms and Conditions

1.

The company
byrd technologies GmbH
Erzherzog Johann Platz 1, 1.OG
1040 Wien
Österreich

operates a software-supported packaging and shipment service as an organization . The software-supported packaging and shipment services underlie the current legislation of the Austrian law, unless otherwise elected hereafter. Business conditions from a customer which differ from the described terms and conditions become only part of the contractual agreement when byrd technologies GmbH explicitly agrees on it in written form.

2.

The provided service is being fulfilled by self-employed contractors, which have a contractual agreement with byrd technologies GmbH and are selected by byrd technologies GmbH. byrd technologies GmbH is also entitled to pass on service orders to other companies such as carriers or couriers. The byrd technologies GmbH operates independently or as intermediary between the customer and the assigned company. byrd technologies GmbH as an intermediary ensures that orders are fulfilled on the basis of the applicable terms and conditions.

3.

In case of a missing explicit contractual agreement, the shipping costs correspond to the suggested price of the byrd technologies GmbH. Basis of the settlement of accounts is the ordered and fulfilled service according to current prices and tariffs or separate agreements.

4.

Items which have to be shipped are not allowed to exceed the maximum weight of 31.5 Kg, except for separate agreements. Additionally the side lengths must not exceed 200cm and the girth (2 x width + 2x height + longest side) 300cm. A list of items that can not be shipped is available [here](#).

5.

From the time of the takeover byrd technologies GmbH is liable for every transport in case of loss or damage of transported goods. byrd technologies GmbH shall not be liable for a compensation more than €500,- including taxes for each such lost or damaged shipment unless you have purchased an additional level of loss or damage coverage, or the amount of the respective good of the shipment which is lost or damaged is lower than the stated amount. Following terms are applicable for such events of damage: The claimer will be placed in a position as if he was a party interested in the goods when concluding an insurance for goods transport in accordance with DTV-Güter 2000/2008. The compensation will not be granted in case the goods are being insured for the transport by another party (such as a party interested in the goods, customer or recipient). In this order the amount of the desired insurance sum has to be stated explicitly.

6.

Liability is excluded in case loss, damage or the delayed delivery are being caused by circumstances which can not be prevented by greatest care and the related consequences can not be avoided by employees of the byrd technologies GmbH, the contractors and couriers. Further exclusions of liability in accordance to § 427 HGB remain unaffected. For breakages of items which are made of glass, porcelain and other fragile goods or parts of goods, liability is excluded, as long there is no explicit contractual agreement; hereof excluded are intentional gross negligent damages caused by employees of byrd technologies

GmbH , contractors or couriers. For functional disorder of electrical electronic devices byrd technologies GmbH , contractors and couriers are only liable if it can be proven that the damage was caused by one of the mentioned parties. Liability for movies, DVDs and other data mediums are restricted to the material value of the goods. Valuable objects, jewellery and art objects have to be covered by an additional shipment-related insurance or liability must be fully excluded by setting up a written contractual agreement between customer and byrd technologies GmbH.

7.

byrd technologies GmbH reserves the right to pass costs to the customer's account which occur in case the shipment has to be returned due to delivery problems. These can be costs such as return shipping costs or costs for storage of parcels. In order to avoid costs and expenses, the customer can use the tracking function of the app to act on his own behalf when noticing delivery problems.

8.

byrd technologies GmbH accepts following payment methods: Visa, Mastercard, DinersClub, American Express und JCB. The amount will be charged automatically to your credit card as soon as the shipping label is being printed. The customer is in charge of providing the correct and updated credit card information. In case of payment problems (credit card declined) additional costs can occur and will be passed on to the customer's account.

9.

byrd technologies GmbH or all commissioned subcontractors are in charge of fulfilling the customs clearance. Costs (customs, fulfillment costs, etc.) will be brought to the customer's account. byrd technologies GmbH reserves the right to bring to the customer's account any pre-financed costs, which are not accepted by the recipient of the respective shipment abroad. The customer is liable for any damages which occur due to incorrect documents.

10.

Personal and shop-related data are being used and stored on the customer account for the purpose of the fulfillment, processing and settlement of the contractual agreement, including further activities such as complaints, requests, settlement etc. Furthermore byrd uses personal and shop-related data for statistical and market analysis. Therefore statistics concerning shop types, destination countries are being set up anonymously and analyzed. Personal and shop-related data are solely being forwarded to contractual partners which are in charge of fulfillment, processing and settlement of the contractual agreement, including further activities such as complaints, settlement etc. With your consent to the applicable terms and conditions you approve to the validity of this privacy policy without any restrictions.

11.

The Austrian legislation is applicable to brokerage contracts as well as ordered services. Place of fulfilment is the domicile of the byrd technologies GmbH. All occurring legal disputes related to these contracts which are connected to them will be settled at the court of jurisdiction in Vienna.

12.

All claims against byrd technologies GmbH, charged contractors, couriers and other agents of the byrd technologies GmbH, independent of any legal ground, become time-barred after one year or in case of malice after three years. The limitation period starts with the due date of the claim, at the latest at the time of the delivery of the goods or in case of loss the initial statement of notice of the loss.

13.

In case that certain conditions of this business terms and conditions are or will become ineffective or unenforceable, the effectiveness and enforceability of

other conditions will not be affected. Ineffective or unenforceable conditions shall be replaced prudently and in good faith so that the pursued economic purpose will be reached. This also applies for the completion of unknown regulatory gaps.