

Terms and Conditions

Nangten Menlang International, P.O. Box 108, 1011 Vienna, Austria
Valid from march 2010

I. Scope

Welcome to the Nangten Menlang International (“NMI”) website. The following terms and conditions form an integrated part of the final, binding contract between NMI and its consumers or customers, whereby NMI is the seller of goods (particularly of books and other media, be it in electronic or physical form). Unless stated in a separate signed agreement, these Terms govern all sales of goods from this website and NMI does not accept or agree to any derivative terms by a customer. By accepting these Terms, the customer agrees to be bound by these Terms to the exclusion of the customer’s own terms and conditions, if any. If you do not agree with these Terms, you cannot purchase goods from this website.

If NMI and the customer have entered into a separate written agreement providing additional or different terms that conflict with these Terms, than those terms shall govern, but only to the extent necessary to avoid the conflict. In that case, the modified or additional terms will be brought to the customer’s attention before signing the agreement. The term “customer” refers to all purchasers except where a different rule applies to a consumer, as opposed to a retail or commercial customer, in which case the term “Consumer” is used.

Please note that these Terms apply to the sale of goods only, which are governed by separate terms on this website.

II. Conditions of Sale

All products offered for sale represent a non-binding invitation to customers to make a purchase offer. All purchase offers are subject to NMI’s final acceptance. Customer orders are binding, which NMI can either accept or reject within 7 days. NMI shall notify customer of its acceptance or rejection of any offer either by sending an order confirmation by e-mail, or by sending the ordered goods. NMI keeps a copy of each purchase order and sends a copy to the customer.

III. Purchase Price and Payment Terms

The purchase price is determined by the NMI website. Shipping and packaging costs are excluded from the listed prices, but will be shown to the customer before completing the purchase. Any applicable customs duties and taxes are excluded from the prices and are the customer’s responsibility. Customers can pay by bank transfer or through PayPal using a credit card. NMI will not ship any orders until after it has received full payment except the costumer is a corporate costumer. However, in the event NMI ships goods before receiving full payment, customer must pay the full price immediately upon receipt of goods, and no discount for such payments shall be made.

If customer fails to make timely payment as agreed, customer will be charged a 12% default interest, as agreed. For Consumers, specifically within the meaning of Consumer Protection Act (hereinafter “KSchG”), the default interest rate to be charged is 5%.

All costs or expenses NMI incurs in its efforts to collect late payments, plus attorneys’ fees and costs for appropriate legal proceedings, shall be paid by the customer. These reminder and collection fees shall be based on each current version of the Federal Minister for Economic Affairs’ regulation on the maximum rates allowed by collection institutions. (Official Gazette No. 141/1996; Official Gazette No. 490/2001; Official Gazette No. 103/2005: [valid legal situation](#)).

The Customer shall have the right to seek an offset of any claim it has against a claim by NMI only if NMI has admitted the customer’s claim or if the claim has been legally decided in customer’s favor by a court of competent jurisdiction. In the event customer files a counterclaim, customer shall not be entitled, as a remedy, to retain the purchased goods unless the counterclaim directly relates to the contract for those goods.

IV. Delivery Terms

Unless otherwise agreed, NMI agrees to deliver the goods within 2 weeks after the contract is formed and payment received. In the event NMI is not able to deliver the goods within this time period, NMI will notify the customer immediately.

NMI sends goods to customers at their designated address using common mailing methods. Customers choose the delivery method at the time of order, and therefore explicitly agree to the chosen method. When NMI delivers the goods to the chosen carrier, customer assumes all risks of shipment. If customer refuses to accept delivery, customer assumes all risks of the goods being returned to NMI.

Customer shall pay all costs of shipping and packaging, as indicated in the order ([Shipping Rates](#)).

V. Warranty and Damages

If any of the delivered goods are defective, NMI has the right under general warranty law to repair or to exchange the goods. Customers shall immediately notify NMI of any defect and return the defective goods to NMI. Costs for sending back the goods has to be paid by the customer. If the item cannot be repaired or replaced, or it will be disproportionately expensive to do so compared with another remedy, NMI shall provide the customer with a price reduction, or for a major defect, the right to cancel the contract.

For any damages incurred during shipping, customer shall seek recovery from the carrier chosen by the customer.

NMI shall not be liable for any damages to customers except in cases of intentional misconduct or gross negligence.

VI. Retention of Title

NMI retains ownership of any delivered goods until customer has made full payment, including shipping and associated costs. If customer breaches the contract, especially for failure to timely pay or because the customer has become insolvent or declared bankruptcy, then NMI has the right to immediately terminate the contract, to reclaim possession of the goods, and to seek all available damages. Further, if customer has already resold the goods to a third party, customer hereby assigns to NMI the right to collect the third party's payment directly from the third party.

VII. Installment Contracts

In the event a corporate customer fails to pay any installment of an installment contract, the full remaining balance of the contract shall become due and payable immediately. In the event a corporate customer fails to pay any installment of an installment contract, and the installment remains unpaid for 1 week, NMI shall give the corporate customer written notice of breach of the installment contract. corporate customer shall have 1 week from the date of the NMI notice in which to pay the overdue installment. If the corporate customer still fails to pay the installment, then the full remaining balance of the contract shall become due and payable immediately.

In the event a Consumer fails to pay any installment of an installment contract, the full remaining balance of the contract shall become due and payable immediately. In the event a Consumer fails to pay any installment of an installment contract, and the installment remains unpaid for 6 weeks, NMI shall give the Consumer written notice of breach of the installment contract. Consumer shall have 2 weeks from the date of the NMI notice in which to pay the overdue installment. If the Consumer still fails to pay the installment, then the full remaining balance of the contract shall become due and payable immediately.

VIII. Terminating Contract

Except as expressly noted herein, customers shall have the right, without cause, to terminate all contracts entered into electronically (for example, online or by email), either: (i) by sending written notice of termination to NMI within 7 business days (excluding Saturdays, Sundays, and holidays) after the date customer receives NMI's order confirmation with notice of termination rights; or (ii) if the goods have been delivered, by returning the goods to NMI within 7 business days (excluding Saturdays, Sundays, and holidays) after the date customer receives the goods. Please note that except as otherwise stated herein, customers shall not have the right to terminate any contracts for (i) products that have been used or damaged by the customer; (ii) specialized or custom orders; (iii) audio or video products that have been opened; and (iv) electronic books.

If customer terminates the contract by written notice, but NMI has already shipped the goods, customer shall return all goods to NMI within 30 days of the date of the termination notice. NMI shall have 30 days after receipt of the returned goods in which to refund the purchase price, together with interest earned if any. For Consumers who are unable to return the purchased goods, or have used or damaged the goods, then Consumer shall not be entitled to any refund unless the Consumer establishes that the goods were (i) used in the ordinary manner intended; (ii) used in good faith and in accordance with the principles of fair dealing, and (iii) the Consumer has not been unjustly enriched.

Customers bear responsibility and costs for returning all goods to NMI through regular mail or courier to the address listed below. If customer timely terminates the contract, NMI shall assume risks of shipping once customer has delivered them to the carrier. If it is impossible to return the purchased goods by regular mail or courier, NMI will accept hand delivery of the goods at the address listed below.

Notices of Termination and all returned goods shall be sent to:

Nangten Menlang International
Grosse Pfarrgasse 3/3
Vienna, Austria 1020
Attn: Product Sales
office@tulkulobsang.org

IX. Membership

NMI offers its customers the option of becoming a member of the Student Circle. This is a program for people who want to get the benefit of price reductions for the NMI webshop as well as for events exclusively sponsored by NMI. By joining the membership program a person becomes an extraordinary member of NMI without voting or other rights relating to the operation of NMI. This extraordinary membership includes only the right according to the selected membership (supporter or friend) to receive benefits of price reductions in the NMI webshop or events exclusively sponsored by NMI. Price reductions for events apply only to the teaching costs and not to related costs such as food, accomodation and travel.

The membership is not transferable and is valid for one year. NMI will inform the member before the membership expires, at which time the member can opt to extend the membership or let it expire.

X. Final Sales Provisions

The Terms are governed exclusively by Austrian law, without reference to national standards or the UN Sale of Goods. Notwithstanding the foregoing, in any contracts with Consumers, if the national law in the jurisdiction where the Consumer resides is more favorable to the Consumer or mandates its application, that law shall apply, but only to the extent legally required. This contract shall be deemed entered into in Vienna, Austria 1010 and courts in Vienna, Austria 1010 shall have exclusive jurisdiction to hear any disputes relating to this contract.

If any provision herein is invalid or unenforceable as a violation of existing laws or morality, or is legally impossible to perform, that provision shall be deemed amended in a manner that makes it enforceable or possible to perform. If amendment is not practicable, the unenforceable provision shall be stricken and the remainder of the contract shall remain in full force and effect.

These Terms can only be amended in a writing signed by both parties. Any modifications that are not in writing signed by both parties will be deemed void and unenforceable.