

Terms and Conditions (B2B)

Tack GmbH

Burgenlandstrasse 1, 2486 Pottendorf/Landegg, Austria
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1. Scope

1.1. These Terms and Conditions ("Terms") apply to all offers, orders, sales, deliveries and other contractual relationships between Tack GmbH ("Tack", "Seller", "we", "us") and its customers.

1.2. The webshop is operated exclusively on a **business-to-business (B2B)** basis. Products may only be purchased by veterinary professionals, veterinary practices and veterinary clinics acting in the course of their professional or business activities.

1.3. Sales to consumers are excluded.

1.4. Dealers, distributors and other resellers are not authorised to purchase products for resale unless Tack has expressly approved such activity in writing.

1.5. Any terms and conditions of the customer shall only apply if expressly accepted by Tack in writing.

2. Registration and Customer Approval

2.1. Access to prices and ordering functionality requires registration and prior approval by Tack.

2.2. Tack may request information or documentation necessary to verify the professional or business status of the applicant.

2.3. Every customer account is subject to manual approval.

2.4. Registration does not create any entitlement to approval or continued access to the webshop.

2.5. Tack may reject, suspend or deactivate customer accounts where reasonably necessary, in particular if the information provided is incorrect, professional eligibility cannot be verified, payment obligations are outstanding or the account is misused.

2.6. Customers must keep their login credentials confidential and are responsible for activity carried out through their accounts.

3. Products and Intended Use

3.1. Tack sells veterinary medical products, including veterinary surgical implants, instruments and accessories.

3.2. The product range may include both sterile and non-sterile products.

3.3. Products intended for professional veterinary use may only be selected, handled and used by appropriately qualified professionals and in accordance with the applicable product information and instructions for use.

3.4. The customer is responsible for determining whether a particular product is suitable for the intended veterinary application.

3.5. Product images, descriptions, dimensions, specifications and other webshop information are provided for product identification and selection. Minor deviations in appearance, packaging or presentation that do not materially affect the agreed characteristics or intended use shall not constitute a defect.

3.6. Tack may act as manufacturer, distributor or reseller depending on the individual product.

4. Orders and Conclusion of Contract

4.1. The presentation of products in the webshop does not constitute a binding offer by Tack.

4.2. By submitting an order, the customer makes a binding offer to purchase the products included in the order.

4.3. Automated acknowledgements confirming receipt of an order do not constitute acceptance.

4.4. A contract is concluded only when Tack expressly accepts the order, issues an order confirmation or dispatches the goods.

4.5. Tack reserves the right to reject or cancel an order before acceptance, particularly due to lack of availability, incorrect product or pricing information, regulatory or export restrictions, payment issues, inability to deliver to the requested destination, or other reasonable commercial or operational reasons.

5. Prices

5.1. Unless expressly stated otherwise, all prices displayed in the webshop are **net prices excluding VAT**, shipping costs, customs duties, import taxes and other charges.

5.2. Prices are stated in **EUR** unless otherwise agreed.

5.3. Individual prices, customer-specific discounts, volume discounts or other commercial arrangements may be agreed separately.

5.4. Tack may change webshop prices at any time. Price changes do not affect contracts that have already been concluded.

5.5. The price applicable to an order is the price shown at the time the order is submitted, subject to Tack's acceptance of the order.

6. VAT

6.1. VAT shall be charged in accordance with applicable Austrian and European VAT law.

6.2. Domestic deliveries within Austria are subject to Austrian VAT at the applicable rate.

6.3. For intra-EU B2B supplies, goods may be invoiced without Austrian VAT where all requirements for a VAT-exempt intra-Community supply are fulfilled.

6.4. Customers must provide a valid VAT identification number where required.

6.5. VAT identification numbers may be verified through the EU VIES system.

6.6. Where the requirements for VAT exemption are not fulfilled, the applicable VAT will be charged.

6.7. Exports to destinations outside the European Union may be treated as VAT-exempt export supplies where the statutory requirements and required evidence are fulfilled.

6.8. Customers are responsible for providing complete and accurate tax information.

7. Payment

7.1. Unless otherwise agreed, available payment methods are advance payment by bank transfer and credit card payment through Stripe or another payment service provider offered in the webshop.

7.2. Tack may restrict or change the available payment methods at its discretion.

7.3. In the case of advance payment, Tack is not required to dispatch goods before full payment has been received.

7.4. In the event of late payment, the customer shall owe statutory default interest applicable to B2B transactions under Austrian law.

7.5. The customer shall also reimburse reasonable and necessary costs incurred in collecting overdue amounts, including reminder, collection and legal costs, to the extent permitted by law.

8. Delivery

8.1. Tack ships products from Austria to customers worldwide, subject to legal, regulatory and logistical restrictions.

8.2. Unless otherwise agreed, shipments are made using DHL or another carrier selected by Tack.

8.3. Shipping costs are borne by the customer and will be shown during checkout, included in the order confirmation or charged separately.

8.4. Delivery dates and delivery times are estimates only and are not binding unless expressly agreed in writing.

8.5. Partial deliveries are permitted where reasonable.

8.6. Tack may postpone or cancel delivery where performance is prevented or materially impaired by circumstances outside Tack's reasonable control.

9. Risk Transfer and Incoterms

9.1. Unless otherwise expressly agreed for an individual transaction, deliveries shall be made **CPT - Carriage Paid To, named place of destination, Incoterms 2020**.

9.2. Tack arranges carriage to the agreed destination and may charge the corresponding shipping costs to the customer.

9.3. The risk of accidental loss of or damage to the goods passes to the customer when the goods are handed over to the first carrier contracted for transport.

9.4. The customer bears the transport risk from that point onwards, subject to mandatory law.

9.5. The customer is responsible for promptly inspecting shipments upon receipt and for asserting transport damage against the carrier where appropriate.

10. International Shipments, Customs and Import Requirements

10.1. For deliveries outside Austria, the customer is responsible for ensuring that the ordered products may lawfully be imported, received, possessed and used in the destination country.

10.2. Unless expressly agreed otherwise, the customer bears customs duties, import VAT, customs clearance fees, brokerage fees, local taxes and other import-related charges.

10.3. Tack does not guarantee that every product may legally be imported into every jurisdiction.

10.4. Tack may refuse orders or deliveries to countries or territories where legal, regulatory, sanctions-related, logistical or commercial restrictions apply.

11. Product Availability

11.1. Product availability information and estimated dispatch dates are based on available inventory and planning information.

11.2. Availability displayed in the webshop does not constitute a guarantee that a product can be delivered by a particular date.

11.3. If an ordered product is unavailable, Tack may provide an updated estimated delivery date, make a partial delivery, offer an alternative product, or cancel the affected order item and refund any corresponding advance payment.

12. Batch, Lot and Serial Number Traceability

12.1. Where applicable, products may be identified and tracked by batch, lot and/or serial number.

12.2. Customers must retain product identification information where reasonably required for traceability, complaints, quality investigations or recalls.

12.3. Product labels, serial numbers, batch numbers and other identification information must not be removed, altered or obscured.

12.4. Customers shall provide relevant batch, serial and order information when submitting a product complaint or responding to a recall or safety notification.

13. Product Recalls and Safety Measures

13.1. Customers shall reasonably cooperate with Tack in connection with product recalls, corrective measures, quality investigations and safety notifications.

13.2. Where Tack instructs a customer to discontinue use of a specific product, batch or serial number, the customer shall comply without undue delay.

13.3. Customers shall provide information reasonably necessary to identify affected products.

13.4. Where products have been transferred to another authorised professional with Tack's prior permission, the customer shall cooperate in identifying the recipient where required for a recall or safety measure.

13.5. Mandatory statutory obligations relating to product safety and product liability remain unaffected.

14. Inspection and Notification of Defects

14.1. The customer must inspect the goods without undue delay after delivery as required under applicable Austrian commercial law.

14.2. Apparent defects, incorrect deliveries, quantity discrepancies and visible transport damage must be notified to Tack **without undue delay after inspection**.

14.3. Defects that could not reasonably have been identified during the initial inspection must be notified without undue delay after discovery.

14.4. Any notification should include, where applicable, the order or invoice number, product name and SKU, batch/lot/serial number, quantity affected, description of the alleged defect, and photographs or other reasonable supporting documentation.

14.5. Failure to inspect and notify defects in accordance with applicable law may result in the loss of warranty, damages or other claims relating to the defect.

15. Returns

15.1. Because Tack sells exclusively to business customers, there is **no contractual right of withdrawal or return** unless expressly agreed otherwise.

15.2. Correctly supplied and non-defective goods may only be returned with Tack's prior written approval.

15.3. Any acceptance of such a return is voluntary and constitutes an individual goodwill arrangement. It does not establish a general right of return or precedent for future transactions.

15.4. Tack may reject returns in particular where packaging has been opened, a sterile barrier has been opened or damaged, the product has been used, the product or packaging has been damaged, traceability cannot be ensured, storage conditions cannot be verified, product identification has been altered or removed, or Tack otherwise considers resale inappropriate for quality, safety or regulatory reasons.

15.5. Unless expressly agreed otherwise, all costs and risks associated with an approved voluntary return are borne by the customer.

16. Warranty

16.1. Tack does not provide any voluntary product guarantee unless expressly stated in writing for a specific product.

16.2. Mandatory statutory warranty rights applicable to B2B transactions remain unaffected, subject to these Terms and the customer's inspection and notification obligations.

16.3. Tack shall not be responsible for defects, deterioration or damage caused by improper storage, incorrect handling, improper sterilisation or reprocessing, use contrary to product information or instructions for use, use outside the intended purpose, improper product selection, unauthorised modification, external mechanical or chemical influences, normal wear and tear, or other circumstances occurring after risk has passed to the customer and not attributable to Tack.

16.4. Where legally permissible, Tack shall have the right to choose the appropriate remedy, in particular replacement, repair or credit.

17. Professional Responsibility and Product Use

17.1. Products intended for veterinary surgical use are supplied for use by appropriately qualified veterinary professionals.

17.2. Tack does not make clinical decisions on behalf of the customer.

17.3. The veterinary professional remains responsible for diagnosis, treatment decisions, selection of the appropriate implant or instrument, surgical technique, compliance with professional standards, and correct use of the product.

17.4. Information provided in the webshop, catalogues, technical documentation or other materials does not replace professional veterinary judgment.

18. Liability

18.1. Tack shall be liable without limitation where liability cannot legally be excluded or restricted.

18.2. Liability for damages caused by **slight negligence** is excluded to the extent permitted by law.

18.3. The exclusion in clause 18.2 does not apply to personal injury or other liability that cannot legally be excluded.

18.4. To the extent permitted by law, Tack shall not be liable for indirect or consequential losses, loss of profit, loss of revenue, loss of business opportunities, business interruption, loss arising from incorrect product selection by the customer, improper storage, handling or use, unauthorised modification of products, or failure by the customer to comply with product information or instructions for use.

18.5. Any mandatory liability under applicable product liability legislation remains unaffected.

18.6. Tack shall not be liable for acts or omissions of independent carriers beyond the extent required by mandatory law.

19. Retention of Title

19.1. Delivered goods remain the property of Tack until all amounts due in relation to the respective delivery have been paid in full.

19.2. Until ownership has transferred, the customer shall not pledge the goods or grant security over them without Tack's prior written consent.

20. Force Majeure

20.1. Tack shall not be responsible for delays or failure to perform caused by circumstances outside its reasonable control, including natural disasters, fire or flooding, war or civil unrest, governmental measures, sanctions or trade restrictions, epidemics or pandemics, strikes, transport disruptions, supplier failures, shortages of raw materials, energy or infrastructure failures, cyber incidents or comparable events.

20.2. Delivery and performance periods shall be extended for the duration of the relevant disruption where appropriate.

20.3. If performance becomes permanently impossible or commercially unreasonable as a result of such circumstances, Tack may cancel the affected order in whole or in part.

21. Intellectual Property

21.1. All rights in product photographs, illustrations, drawings, descriptions, trademarks, logos, documentation and other webshop content remain with Tack or the respective rights holder.

21.2. Customers may use such materials only to the extent necessary for the intended use of purchased products.

21.3. Reproduction, modification, publication or commercial use requires Tack's prior consent unless permitted by law.

22. Data Protection

22.1. Tack processes personal data in accordance with applicable data protection law, including the General Data Protection Regulation (GDPR).

22.2. Further information is provided in Tack's Privacy Policy.

23. Electronic Communication and Invoices

23.1. The customer agrees that order confirmations, invoices, shipping information and other contractual communications may be provided electronically.

23.2. The customer must keep its account, billing and contact information accurate and up to date.

24. Amendments

24.1. The version of these Terms applicable when an order is submitted shall apply to that order.

24.2. Tack may amend these Terms for future transactions.

24.3. Updated Terms will be made available through the webshop.

25. Applicable Law

25.1. All contractual relationships between Tack and the customer shall be governed exclusively by the laws of the **Republic of Austria**, excluding its conflict-of-law rules.

25.2. The **United Nations Convention on Contracts for the International Sale of Goods (CISG)** is expressly excluded.

26. Jurisdiction

26.1. To the extent legally permissible, the court having subject-matter jurisdiction for **Tack GmbH's registered office in Austria** shall have exclusive jurisdiction over all disputes arising out of or in connection with the contractual relationship.

27. Severability

27.1. If any provision of these Terms is invalid or unenforceable, the validity of the remaining provisions shall not be affected.

27.2. The invalid or unenforceable provision shall be replaced, to the extent legally permissible, by a valid provision that most closely reflects its commercial purpose.

28. Contact

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