

## **General terms and conditions of sale and delivery**

### **1. Applicability of general terms and conditions of sale and delivery:**

The following general terms and conditions of sale and delivery apply exclusively to all transactions (both now and in the future), unless otherwise agreed in writing by us in the relevant individual case.

We do not recognise any customer conditions that conflict with or deviate from our terms and conditions of sale and delivery, unless we have agreed to the deviating conditions in writing in the relevant individual case. This also applies if we carry out an agreement without expressly objecting to any such deviating conditions. These terms and conditions render all conditions of the orderer null and void, even if the latter state that any supplier conditions that contradict them will not be considered applicable.

### **2. Quotes:**

All our quotes and price lists are subject to change at all times.

All details in brochures, catalogues, advertisements and price lists or in documents pertaining to the offer, as well as images, drawings, examples, brochures, technical specifications in catalogues and other technical data, are not binding. They are for descriptive purposes only and are only intended to give an appropriate impression of the goods they describe. The aforementioned details will only become part of an agreement if and insofar as we confirm expressly in writing that they are binding.

Cost estimates, drafts, drawings and other documentation remain our property. We as suppliers retain comprehensive copyright with all relevant powers for all documents and information passed on within the contractual relationship with the customer, even if these items are created on the basis of the specifications of or cooperation with the purchaser. They may only be made accessible to third parties with our consent. Drawings and other documents relating to the offers must be returned to us immediately upon request or if no order is made.

### **3. Pricing**

Unless otherwise specified on our price lists, all prices include free delivery. Deliveries are made at the cost and risk of the purchaser (even for carriage-paid deliveries). The delivered goods will be invoiced at the prices valid on the day of delivery. Any costs arising from express delivery shall be borne by the purchaser.

If transportation via the selected route or to the chosen location within the specified timeframe proves to be impossible through no fault of our own, we are entitled to deliver via another route or to another location; the resultant additional costs shall be borne by the purchaser. The purchaser shall be given the chance to state their opinion beforehand.

### **4. Delivery periods**

The agreed delivery periods should always be considered approximate and are entirely non-binding for us in the event of unforeseen circumstances. Any penalties for delay or other claims for compensation are excluded.

The delivery period is calculated from the day the order is received or clarified completely and runs up until the goods are dispatched from the factory or the supplier's warehouse. Compliance with the delivery period is dependent on the orderer fulfilling their contractual duties, particularly the prompt receipt of all documents to be supplied by the orderer and the fulfilment of the agreed payment terms.

## **5. Notification of defects**

Complaints about the delivered goods must be submitted within eight days of goods receipt. Minor deviations in size, form and colour are permissible for the supplier and do not give grounds for complaints. However, complaints about defects do not entitle the purchaser to withhold payment. If the purchaser fails to report the defect, the goods are considered sold unless the defect was not recognisable upon receipt. If such a defect is discovered later, it must be reported as soon as it is discovered; otherwise the goods will be considered to be accepted (§ 377 of the Austrian Commercial Code). The purchaser must file any transport damage claims against the carrier.

In order for warranty rights to remain valid, the purchaser must fulfil their due obligations to examine the goods and report any defects, as specified in §§ 377, 378 of the Austrian Commercial Code and the consequent regulations. The application of the presumption rule as specified in § 924 of the Austrian Civil Code is expressly excluded.

Complaints about obvious defects that are not asserted immediately, but are filed within one week of goods receipt at the latest in writing with a precise description of the defect, cannot be taken into consideration. Claims for defects that were not obvious upon delivery and were not recognisable despite fulfilment of the obligations specified in §§ 377, 378 of the Austrian Commercial Code must be asserted in writing with a precise description of the defect as soon as they are discovered (within two weeks of discovery at the latest), in order for warranty rights to remain valid - having stopped any processing of the goods immediately.

## **6. Payment**

Unless otherwise expressly agreed, invoices are payable within 30 days of the invoice date in cash, by cheque or by bank, giro or post office savings bank transfer. We guarantee a 3% discount if payments are made within 10 days. If the purchaser fails to make payment on time, they shall be liable as of the 31st day after the invoice date to pay reminders and collection expenses and late payment interest at the current rate set by Raiffeisenkasse Ampflwang for short-term loans. If the purchaser's financial situation worsens or if the purchaser's inability to pay worsens after the purchase has been made, our receivables claim shall fall due for payment immediately even if an extension of the payment terms had previously been agreed. This also applies if bills of exchange were accepted instead of payment. We are not obliged to make any further deliveries from any concluded purchases if the aforementioned conditions arise or before final settlement of our receivables claims, including any late payment interest due. Payment by bill of exchange, where agreed, is not considered to be cash payment. Bills of exchange are only credited subject to receipt of the full amount.

If the purchaser does not pay on time, we may notify them that we are withdrawing from the agreement and request compensation instead of performing the agreed service after a suitable time period has elapsed without payment. The purchaser may only offset claims or assert a right of retention against our claims relating to the purchaser if their counterclaim has been legally proved or is undisputed.

## **7. Retention of title**

The purchaser expressly recognises that the purchase object is entrusted to them, with ownership only passing to them once the purchase price has been paid in full. Until then, the goods remain the property of the supplier, although the purchaser shall be held liable for any damage. The purchaser may not swap, pawn or loan out the purchase object while the full purchase price remains unpaid. If the purchase object is seized by a third party, the purchaser must inform the relevant legal representative of our right of ownership and notify us immediately.

If payment is made by cheque or bill of exchange, ownership only passes to the purchaser once the cheque or bill of exchange has been cashed and any resultant costs have been paid. If resold, the customer's asking price is considered to have been assigned.

The purchaser is obliged to take due care of the purchase item. If the purchaser is an employer, they are obliged in particular to take out sufficient insurance against fire damage, water damage and theft for the item at its value as new at their own costs and to inform us in writing if maintenance, repair or inspection work is required. Such work must be carried out by the purchaser at their own costs.

If third parties gain access to the goods subject to reservation of title, the receivables claims assigned to us or other securities, particularly within the framework of compulsory enforcement measures, the purchaser shall indicate our ownership and notify us immediately in writing of this third-party access, be it threatened, imminent or having already taken place, attaching or enclosing any documents required for an intervention. This also applies to impairments of any other type. The corresponding costs shall be borne by the purchaser, as well as any arising intervention costs, where the third party is unable to bear the latter.

The purchaser is irrevocably entitled to process the items we supply in the course of normal business or to combine them with other items. For us as the manufacturer, such processing or combination shall mean that we gain ownership of the items created through said processing or combination without any obligations arising for us as a result. Should our ownership of the goods cease to exist as a result of processing, the purchaser is obliged to grant us co-ownership of the newly created items if and insofar as the purchaser is the (co-)owner.

## **8. Liability**

Outside the area of application of product liability legislation, our liability is restricted to deliberate intent or gross negligence. Liability for simple negligence, compensation for consequential damages and financial losses, savings not realised, loss of interest and compensation for third-party claims against the customer is excluded.

**9. Place of jurisdiction and fulfilment**

In all disputes arising from this agreement, the purchaser shall be subject to the ruling of Vöcklabruck District Court, which is the sole court with jurisdiction in this case. The place of fulfilment is Vöcklabruck, Upper Austria. *This sole place of jurisdiction also applies* if the purchaser has no general place of jurisdiction in Austria or if their residential address or usual place of residence is not known at the time the legal action is brought.

**10. Severability clause**

Should any of the conditions of the agreement made between us and the purchaser or any of these conditions in this document be or become invalid, this shall not affect the validity of the other agreements made. The invalid conditions shall be replaced by a condition that comes as close as possible to the economic purpose of the parties. The same applies if any gaps are found in the agreement.