

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL TERMS

1.1 These sales, delivery and payment conditions apply to all sales and other legal transactions with our commercial customers.

1.2 Our offerings are conditional and do not bind us to delivery. Documents provided to customers, such as illustrations, drawings, weight and dimensional specification, or similar documents are to be regarded as approximations only, except where these are designated in writing as being binding.

1.3 The confirmation of order is considered to be contractually binding unless a written objection is received within five working days after dispatch.

1.4 Special agreements must always be in writing. Verbal agreements are null and void.

### 2. DELIVERY

2.1 Unless otherwise agreed, the goods are delivered at the cost and risk of the purchaser. Free delivery inside Austria on orders of EUR 400.00 (excl. VAT) or more per delivery. The risk is transferred to the customer when the goods are passed on to the first carrier or the freight-forwarding company if the goods are first delivered to a freight-forwarding company.

2.2 The agreed delivery assumes that the delivery location is accessible by truck. On delivery of goods on pallets the customer must provide an unloading possibility (e.g. forklift, crane, loading ramp) at the own cost of the customer.

2.3 The goods are also regarded as being delivered, when they are not immediately collected after notification of readiness for delivery is provided on the agreed delivery date. In this case we reserve the right to store the goods at the cost of our customer.

2.4 Acts of God or other unforeseeable events that cannot be influenced by us, such as labour disputes, sovereign measures, disruptions to transport, interruptions to the energy supply and similar, relieve us of our duty of delivery for the duration of these events, also if these occur with our suppliers or their suppliers, but in all cases only to the extent that we can prove to the customer that these events caused the failure to deliver as agreed. If the mentioned events make delivery impossible then this renders our duty of delivery null and void under the same conditions.

2.5 The goods are shipped in industry-standard packaging. The packaging (e.g. EURO pallets) is invoiced at our cost-price. Packaging material will only be received back or credited to the extent that this has been agreed in writing.

2.6 The goods are only ensured against transport damage, loss during transport or breakage when this has been specified in writing by the customer and occurs at the cost of the customer. In the case of externally visible transport damage, we must be immediately notified in writing of the type and scope of the damage on receipt of the goods.

#### 2.7 Acceptance of returns

We are not obliged to accept returned goods. If the returned goods are accepted for reasons of goodwill then a fixed handling charge of 15 % of

the value of the goods returned will be deducted and a credit note issued for the balance. The goods must be returned at the expense of the customer. We reserve the right to refuse acceptance of the returns. The customer has no entitlement to acceptance of returns of goods delivered correctly.

### 3. NOTICE OF DEFECTS/WARRANTY CLAIMS

3.1 The warranty period is two years, unless explicitly agreed otherwise in writing, after six months the customer assumes the obligation of providing evidence. In the case of other forfeiture of eligibility for warranty claims, claims must be provided immediately in writing, and always before processing or installation. The occurrence of defects does not imply the right to withhold payment of the purchase price of any part thereof.

3.2 We guarantee that the goods are in correct condition and exhibit the expected normal properties. Liability for special properties is only accepted when agreed by us in writing.

3.3 For goods designated as being of lower quality e.g. "Seconds", the warranty is correspondingly limited to the properties to be expected according to the special designation of the goods.

3.4 No liability can be accepted for production-dependent and/or material-dependent deviations in colour nuances.

### 4. PRODUCT LIABILITY AND COMPENSATION FOR DAMAGES

4.1 We accept only the relevant legally prescribed liability for damages relating to product liability or for damages attributable to us.

4.2 We accept no liability for the correctness of information relating to handling, operating and operation that are published in prospectuses, technical descriptions or other instructions. These lie within the area of responsibility of the manufacturer or importer. We are also not obliged to provide any additional explanations, especially relating to storage, maintenance, installation or other handling.

### 5. PRICES

The prices correspond to the costs incumbent at the date of the offer. We reserve the right to adjust prices in the case of factors influencing our costs. Even when cost-free delivery has been explicitly agreed, this only obliges us to accept the costs incumbent at the time of the confirmation of the order, according to the generally accepted standard freight tariff.

### 6. PAYMENT

6.1 We reserve the right to require some form of security from our customers (e.g. bank guarantee).

6.2 Our invoices must be paid immediately, unless otherwise agreed in writing.

6.3 Cheques and foreign exchange are only accepted for payment purposes and only after prior written agreement. Exchange taxes, discounts, protest and transfer expenses are all carried by

the customer. We assume no liability and provide no guarantee for the timely presentation and raising of protest.

6.4 Our employees are only authorised to accept payments when they have an explicit written authority to collect.

6.5 Incoming payments are credited against the respectively oldest demands.

6.6 Offsetting of counter-claims is only permissible when these are without dispute or have been awarded in a legally binding manner.

6.7 In the case of delayed payment, we have the right to impose interest on arrears at a rate of 4 % above the currently valid normal base banking rate, without affecting our right to wider-reaching claims.

6.8 When the customer is in arrears we reserve the right to demand immediate payment of the full outstanding sum. We also reserve this right when the commercial situation of the customer is known to us after signing of the contract.

6.9 If the customer does not meet our payment demands as per paragraph 6.8, despite an appropriate respite, then we have the right to retract the goods that are our property, without affecting our right to wider-reaching claims, and without this action being regarded as a withdrawal from the contract or being regarded as withdrawal, whether full or partial, from our contractual right to receive compensation for damages due to failure to fulfil the terms of the contract.

### 7. RETENTION OF TITLE

7.1 Delivered goods remain our property until all financial commitments of the purchasing contract have been paid in full by the customer.

7.2 The customer does not have the right to offer goods subject to our retention of title for sale, or to assume ownership through securing methods and/or hypothecate these goods. The customer is obliged to immediately notify us when a third party executes seizure of goods subject to our retention of title, or otherwise brings these goods into their possession. All costs incurred by us resulting from the execution of our claims relating to our property are to be reimbursed by the customer.

7.3 Processing or reworking of goods for which we still possess title does not change our retention of title for these goods. In this case it is assumed as agreed that we retain an aliquot part of joint ownership of the results of processing or reworking.

### 8. PLACE OF PERFORMANCE

The place of performance for all mutual claims resulting from the business relationship is the location of our registered office.

### 9. CHOICE OF LAW/COURT OF JURISDICTION

Austrian Law applies exclusively. The appropriate court at the location of our company office is responsible for all disagreements relating to all contracts.