

General Terms and Conditions of Sales, Delivery and Payment

§ 1 Scope

The following general terms and conditions of sales, delivery and payment apply exclusively to persons who, when concluding the contract, are exercising their commercial or independent professional activity (entrepreneurs, legal entities under public law or a special fund under public law). For all offers, sales and deliveries, the following contractual conditions are solely normative. General terms and conditions of the Buyer do not apply, unless their validity is expressly approved in writing. The Buyer agrees with us at the first conclusion of contract that these terms and conditions apply to all future business, including contracts established verbally, particularly by telephone.

§ 2 Offer and contract conclusion

Our offers are non-binding regarding price and delivery options. Orders placed only become binding when we confirm them in writing. The customer is bound to orders for four weeks after we receive them. We are authorised to refuse orders, for example, after checking the customer's creditworthiness. Additions or changes to orders already placed or secondary agreements regarding them require our written confirmation to be valid. We reserve the property rights and copyrights to cost estimates, drawings and other documents of a tangible or intangible nature, including in electronic form. They may not be made accessible to third parties. Insofar as the written form is stipulated in these general terms and conditions of sales, delivery and payment, this also applies if a declaration is made by fax or electronically (email).

§ 3 Delivery and delivery time

Our written order confirmation is normative for the scope of delivery. Partial deliveries are authorised insofar as these are reasonable for the customer. For goods not in stock, excess or short deliveries of 10% must be recognised. The type of delivery is at our discretion. Delivery time is non-binding from the day of order confirmation. Delivery times confirmed in writing assume that all conditions of the Buyer are fulfilled. If a delivery deadline thus confirmed in writing is not fulfilled, the Buyer may withdraw from the contract after a reasonable period. Claims for damages due to delay are excluded. In case of labour disputes or unforeseen obstacles outside our sphere of influence or in case of obstacles imputable to the manufacturer, the delivery period is extended appropriately.

§ 4 Transfer of risk and acceptance of object of delivery

The risk transfers to the customer when objects of delivery are received by the forwarder, driver or collector, but at the latest when they leave the warehouse or the factory. The risk also transfers to the customer when objects leave our warehouse or factory if transport is with our means of transport. We will insure freight against breakage, transport, fire and water damage at the customer's request and expense. If shipment is delayed due to circumstances beyond our control, the risk transfers to the Buyer on the day on which goods are ready to ship.

§ 5 Prices

All prices apply from the registered office of the delivery company and do not include packaging, freight, postage and insurance. Insurance of the goods against damage of any kind is effected only at the express, written instruction of the buyer and at its expense. If more than two months pass between order confirmation and delivery, we reserve the right to change prices due to wage and material price increases occurring in the interval.

§ 6 Payment

Prices are in euros. The invoice amount is payable without reminder or notice of default as stated on the invoice or offer. The Buyer is not released from its payment obligation by goods being held up at our facilities through *force majeure*, lack of official approval etc. or if the Buyer does not accept them immediately. The offsetting of payments is at our discretion in case of other outstanding claims. We only accept bankable bills of exchange based on special agreements and only for payment. Bills of exchange or cheques are only credited subject to receipt at the value of the day on which we can finally dispose of their value. All costs resulting from this are borne by the Buyer. During delays in payment, the Buyer invoices arrears interest of 8 percentile points over the base rate. We reserve the right to demonstrate and assert higher arrears interest toward the Buyer. Additionally, the Buyer is responsible for all loss resulting from said delay. In case of non-compliance with the terms of payment or if we become aware after conclusion of the contract that payment of our claim is under threat due to the customer's lack of creditworthiness, we are authorised to only continue deliveries or services against advance payment or the provision of guarantees.

§ 7 Retention of title

The object of delivery remains our property until all open claims against the customer from the business relationship have been fulfilled. If the customer breaches an obligation, particularly in case of delay in payment, without the need to set a deadline, we are authorised to demand return of the object of delivery and to withdraw from the contract; the customer is obliged to comply with this. The customer may neither pledge the object of delivery nor assign it as security. We must be informed immediately in case of pledge, seizure, or other disposal by third parties. If the goods are resold in the ordinary course of business, the Buyer assigns, *nunc pro tunc*, all claims in the invoice amount accruing to it through said resale. We accept this cession. We reserve the right to collect the claim ourselves if the Buyer fails to properly meet its payment obligations and is in default of payment.

§ 8 Defects / Guarantee

The Buyer must immediately examine the delivered goods for quality and quantity deviations and inform us in writing of observable defects within one week from receipt of the goods. Hidden defects must be reported to us in writing within one week of their discovery. The date of dispatch counts as meeting the deadline. The Buyer bears the full burden of proof for all claim requirements, particularly for defects, for the time of observing the defects and the timeliness of reporting them. If defects are not reported on time or if the customer carries out unauthorised interventions in the goods, our guarantee obligation lapses. Defects in partial services do not authorise the cancellation of the entire order or other, issued or unfinished orders. The above provisions also apply to the delivery of goods other than those in accordance with the contract. Material defects do not equate with natural wear and tear, improper handling, storage, or installation based on the quality agreement, failure to comply with operating instructions, faulty maintenance, excessive use or use not consistent with purpose. If the delivered goods are defective, we are authorised, at our discretion, to either deliver replacements or improve the goods. To facilitate our checking if repair is indicated, the customer undertakes to deliver the disputed goods to us free of charge and in their original packaging. Conversion and (price) reduction as well as claims for damages, particularly due to loss of profit or other consequential loss are contractually excluded. Instead, the customer acquires the right to demand correction, and if this is not possible, exchange for defect-free goods of the same type. If we declare that we are unable to either repair or replace the goods, the customer acquires a right to conversion. All further claims, in particular claims for damages, remain excluded in any case. For entrepreneurs, the guarantee period is two years from delivery of the goods.

§ 9 Compensation / Liability

Claims for damages and reimbursement of expenses, regardless of the legal reason, particularly due to breach of obligations from the contractual relationship and from tort, are excluded. This does not apply in case of intent or gross negligence, intentional or negligent injury to life, body or health, non-compliance with guarantee obligations, liability under the Product Liability Act or other mandatory statutory liability.

§ 10 Offsetting and retention rights

The customer is only authorised to a set-off claim or right of retention with undisputed or legally established counter-claims.

§ 11 Place of fulfilment and legal domicile

Place of fulfilment for all claims in the contract is Vienna. Sole legal venue for all disputes arising from and in connection with this contract is the registered office in Vienna. This also applies for all claims through exchange and deed processes. Solely the laws of the Republic of Austria apply between parties. The applicability of the CISG (Convention on the International Sale of Goods) is excluded.

§ 12 Partial ineffectiveness/unenforceability

Should an individual provision of this contract be or become ineffective or unenforceable, this shall not affect the effectiveness or enforceability of the remaining provisions. The parties undertake to replace the ineffective or unenforceable provision with one that comes as close as possible to the economic result of the provision being replaced.

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