

GENERAL TERMS AND CONDITIONS OF BUSINESS for Deurowood Produktions GmbH (FN 76062g)

I. GENERAL - SCOPE

1. The following general terms of business and delivery (abbreviated T&Cs below) apply to all business relations between us (as seller) and the customer (as purchaser). In each case, the version valid at the time the contract is signed is definitive.
2. Our T&Cs apply only to traders. Traders are natural or legal persons or business partnerships vested with legal capacity, for whom the contract is part of the operation of their enterprise. Enterprises are all ongoing organizations created for independent business activity, even if not for profit.
3. Different, conflicting or supplemental general terms and conditions (or similar provisions) shall not be part of the contract, even upon awareness, unless we explicitly agree in writing to their application.
4. Our T&Cs also apply to all future business with the customer.

II. CONCLUSION OF THE CONTRACT

1. Our quotations are subject to confirmation and non-binding. We reserve the right to make reasonable changes, technical or otherwise.
2. The order is the binding offer on the part of the customer to enter into a contract. For goods ordered by electronic methods, any statutory obligation of immediate confirmation receipt of the order is explicitly excluded. However, such confirmation shall take place after no longer than 3 days. The confirmation of receipt does not represent a binding acceptance of the order. The confirmation of receipt only constitutes a declaration of acceptance if we explicitly state so.
3. We have the right to accept the offer of contract in the order within a week. This also applies to electronically ordered goods. We have the right to refuse acceptance of the order, for example after checking the credit standing of the customer.
4. The contract is concluded with traders with the reservation of no performance or partial performance in the case of incorrect or improper delivery by our suppliers. In the case of no availability or partial availability of the goods and services, the trader will be informed without delay. The consideration received shall be returned without delay.

III. CONDITION OF THE PRODUCT, PROTOTYPES AND SAMPLES, AND WARRANTIES

1. If not otherwise agreed, the condition of the goods is defined solely by the seller's product specifications. Appropriate uses of the goods in accordance with the EU Chemicals Regulation REACH are represented neither by an agreement of a corresponding contractual condition of the goods nor by an assumed use according to the contract.
2. Characteristics of prototypes and samples are only binding if they are explicitly agreed as the condition of the goods.
3. Information on condition and shelf life as well as other information only constitute warranties if explicitly agreed and designated as such.
4. If the seller provides advisory services, these are provided conscientiously based on experience but are not binding. Specifications and information regarding suitability and use of the goods do not absolve the purchaser of the responsibility of inspection, investigation and testing.

IV. PAYMENT - PRICES

1. The (sale) prices offered are current and net prices and are good until canceled. Price information is subject to confirmation. The price does not include statutory VAT if it is not listed separately.
2. If not stated otherwise in our order confirmation, in accordance with these T&Cs the purchase price is due and payable within 10 (ten) days (after receipt of the goods and services and the invoice) less a discount in the amount of 3 (three) percent or within 30 (thirty) days of the date of invoice without discount.
3. We reserve the right to exclude or specify particular types of payment (such as prepayment, etc.).

V. DELIVERY - TRANSPORT DAMAGES

1. Delivery fundamentally takes place in accordance with the agreement or commercial term or modality defined in the individual contract, for the interpretation of which the international commercial terms (Incoterms) apply in the version valid upon signing of the contract.
2. Otherwise, in accordance with these T&Cs, delivery “ex works” is agreed. The customer shall bear costs and expenses for shipping, transport, insurance and any packaging as well as the disposal thereof if not explicitly agreed otherwise in writing. The customer shall also bear the costs of customs duty and clearance.
3. A delivery date given in the order confirmation is only the anticipated delivery date in each case.
4. The purchaser must register complaints due to transport damages with the transport company, with notification of the seller (by copy) within the particular periods designated for that purpose. Transport insurance will be arranged for the delivery only if specified in writing by the customer upon placement of the order and confirmed by the seller; the customer shall bear the cost of insurance in this case.
5. If not otherwise agreed in an individual case, the purchaser is responsible for observing statutory and official regulations regarding import, transport (particularly according to the EU convention on the transport of hazardous goods on roads — ADR — and the Transport of Hazardous Goods Act [GGBG]), storage and use of the goods themselves.

VI. PAYMENT DEFAULT

1. Non-payment of the purchase price when due constitutes a serious contract violation by the customer. During the period of default, the customer will be charged interest on the overdue balance at a rate of 8% above the base lending rate of the Austrian National Bank. We reserve the right to assert a claim for document higher default interest damages.
2. The trader undertakes to bear all necessary costs and expenses associated with the collection of the debt claim, particularly collection expenses or other corresponding purposeful legal prosecution.
3. The customer has a right to set off charges only if the counterclaims of the customer are made legally binding or are acknowledged by us. The customer has no right to withhold payments.

VII. TRANSFER OF RISK

1. Unless otherwise agreed in writing, the risk of accidental loss and accidental deterioration of the goods is transferred to the customer upon transfer, in the case of sale involving shipment upon transfer of the goods to the carrier, shipping company or other person or establishment designated to carry out the shipment.
2. For download and sending data via the Internet, the risk of loss and alteration of data is transferred to the customer past the interface to the network.

3. For the transfer it is inconsequential whether the customer is in default with the acceptance.

VIII. WARRANTY

1. For defective goods, we may choose to fulfill the warranty by improvement or by replacement.
2. Should improvement or replacement prove impossible or impractical, the customer has a fundamental right to demand a reduction in price or, if the deficiency is not minor, annulment of the contract.
3. The customer must inspect the goods delivered for defects within an appropriate period of time and report these to us in writing within a period of one week after receipt of the goods; otherwise the assertion of warranty claims is excluded. Non-apparent defects must be reported to us within a week of their discovery. Sending within the period is sufficient to comply with the deadline. The burden of proof lies with customers for all qualifying conditions of a claim, particularly for the defect itself, the date on which the defect was determined and for timely notice of defects.
4. The warranty period is one year after delivery of the goods.
5. The warranty is void if the delivered item is manipulated or altered by the customers or by another party.

IX. LIMITATIONS OF LIABILITY AND LIABILITY INDEMNIFICATION

1. Beyond the scope of product liability law, our liability is limited to malicious intent or gross negligence. Liability for minor negligence, compensation of consequential damages and financial losses, savings not achieved, interest losses and damages arising from claims against the customer by third parties are excluded.
2. The preceding limitations of liability do not apply in cases of physical harm or damage to health or death of the customer attributable to us.
3. The seller is not liable should delivery obligations be impossible to meet or be delayed, if the impracticality or delay is based on the proper compliance with duties under public law associated with the EU Chemicals Regulation REACH occasioned by the purchaser.
4. We are liable only for our own content on the pages of our web site. If we provide links to access other web sites, we are not responsible for third party content contained there. We do not claim the third party content as ours. Should we become aware of illegal content on external web sites, we shall block access to these pages without delay.

X. RETENTION OF OWNERSHIP

1. We retain ownership of the goods until the purchase price has been paid in full.
2. The customer is obligated to handle the goods with care during the period in which ownership is reserved. If maintenance and inspection are required, the customer must have the work carried out on a regular basis and bear the cost for this. The customer must notify us in writing without delay of all access by third parties to the goods, in particular of debt enforcement measures, as well as of any damage to or destruction of the goods. The customer must also report a change of ownership of the goods as well as a change of the customer's address without delay. The customer must compensate us for all damages and costs arising from a violation of these obligations and from necessary interventions to act against accesses by third parties to the goods.

3. We have the right, in the case of conduct of the customer in violation of the contract, to withdraw from the contract and demand the surrender of the goods. In addition to that, if an obligation stipulated in the second point of this section is not met, we have the right to withdraw from the contract and demand the surrender of the goods if it is no longer reasonable to expect us to adhere to the contract.
4. The customer has the right to resell the goods in the proper course of business. There customer hereby assigns to us all accounts receivable in the amount of the invoice, which accrue to the customer through resale to another party and undertakes to make a corresponding notation in the records or accounts. We hereby accept the assignment. After the assignment, the customer is authorized to collect the receivables. We reserve the right to collect the receivables ourselves as soon as the customer fails to comply properly with the payment obligations and is in default of payment.
5. The processing and conversion of the goods by the customer shall always ensue in our name and on our behalf. If a conversion of the goods takes place, we acquire co-ownership of the new item in proportion to the value of the goods delivered by us. The same applies if the goods are manufactured or combined with objects not belonging to us.

XI. FORCE MAJEURE

If events and circumstances beyond the control of the seller (such as natural disasters, war, labor disputes, shortages of raw materials and energy, disruptions of traffic and operations, fire and explosion damage, or instructions of higher authority) reduce the availability of the goods from the plant from which the seller procures the goods, so that the seller is unable to meet the contractual obligation (with proportional consideration of other internal or external delivery obligation), the seller is (a) released from contractual obligations for the duration of the disruption and in the scope of its effects and (b) not obligated to procure the goods from third parties. Sentence 1 also applies insofar as the events and circumstances make the performance of the business affected effectively uneconomical for the seller or are present with the upstream suppliers of the seller.

XII. FINAL PROVISIONS

1. This contract is subject to Austrian law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
2. The place of jurisdiction for all disputes arising indirectly or directly from the contract is the Austrian court locally responsible for such matters for our domicile or - at the discretion of the seller - the general place of jurisdiction of the purchaser.
3. Regardless of the place of goods transfer or the documents, the place of payment and fulfillment for all goods and services is the domicile of the seller.
4. If these T&Cs are also communicated in English, in questions of interpretation only the German version is to be applied.
5. "Written" in these T&Cs as understood by the contracting parties includes not only postal mail but also fax, telegrams or e-mail.
6. Should individual provisions of the contract with the customer, including these general terms and conditions of business, be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. For contracts with traders, the provision which is entirely or partially invalid shall be replaced by a provision for which the economic result approaches that of the invalid provision as much as possible.