

General Terms and Conditions of Sale and Delivery

1. validity

- 1.1 The following conditions apply to all present and future deliveries and services of Frühwald Vertriebsgesellschaft m.b.H, even if they are not expressly referred to.
- 1.2 Any deviating terms and conditions of business or delivery of the customer shall only apply with our written consent.
- 1.3 Persons who place orders or deliver or collect goods for processing shall be deemed authorised to accept our General Terms and Conditions for the customer and to make reservations in this respect.
- 1.4 If the contractual partner is a consumer within the meaning of the Consumer Protection Act, the mandatory provisions of the Consumer Protection Act shall apply in addition to or amendment of the following conditions.

2. offers and conclusion of contract

- 2.1 Our offers are subject to confirmation unless they are expressly designated as binding.
 - 2.2 A contract shall only be concluded by a written order confirmation on our part in a legally effective manner. Partial deliveries are permissible.
 - 2.3 Our employees are not entitled to make agreements which deviate from our terms and conditions of business and delivery or list prices. Agreements in this respect require our written confirmation.
 - 2.4 Details in catalogues, brochures, etc. are non-binding and only become part of the contract if they are expressly referred to in the order confirmation.
 - 2.5 The content of our order confirmations is to be checked by the recipient and obliges him to immediately notify us of any deviations from the message sent by him, failing which the transaction will be concluded with the content confirmed by us.
3. prices and invoicing
- 3.1 All prices are subject to change without notice and are quoted - unless otherwise stated - in Euro and exclusive of VAT.
 - 3.2 The prices quoted are „ex works“ and do not include costs for transport, assembly or installation.

4 Delivery time, delay in delivery, impossibility, delay in acceptance

- 4.1 We shall only be obliged to perform services as soon as the customer has fulfilled all his obligations required for delivery.
- 4.2 We shall observe the delivery periods and dates as far as possible. Unless expressly agreed as binding, they shall not be binding and shall always be understood as the expected time of provision and handover to the customer.
- 4.3 A withdrawal from the contract by the customer due to delay in delivery is only possible after setting a reasonable - at least 4-week - grace period. Withdrawal from the contract must be asserted by registered letter. The right of withdrawal only applies to the part of the delivery and service for which there is a delay.
- 4.4 The delivery period shall be deemed to have been complied with if the delivery item has left our works or, in the case of direct deliveries, the works of the sub-supplier by the end of the delivery period or if readiness for dispatch has been notified.
- 4.5 Subsequent changes and additions requested by the customer shall extend the delivery time accordingly. The same shall apply in the event of unforeseen hindrances beyond our control and/or that of our suppliers, such as force majeure, strikes, lockouts, delays in the delivery of essential raw materials, materials or parts.
- 4.6 In all cases of delayed or non-executed delivery, the customer's claims for compensation shall be excluded even after expiry of the grace period, except in cases of intent or gross negligence.
- 4.7 Our liability for damage caused by delay is limited to 0.5% of the value of the delayed delivery, but not more than 5% of the value of that part of the delivery which was not delivered on time.
- 4.8 Goods not accepted on the agreed delivery date shall be stored for a maximum period of 6 weeks at the risk and expense of the customer. The storage fees shall be borne by the customer. At the same time, we are entitled either to insist on fulfilment of the contract or to withdraw from the contract after setting a reasonable period of grace and to use the goods elsewhere. In the event of a realisation, a contractual penalty of 5% of the invoice amount (excluding VAT) shall be deemed to have been agreed.

5. delivery, dispatch, transfer of risk, insurance, packaging

- 5.1 Unless otherwise agreed in writing, the goods shall be delivered ex works. The customer is obliged to accept our deliveries and services.
- 5.2 We deliver uninsured. The risk shall pass to the customer as soon as the delivery item has been handed over to the forwarding agent or other shipping person, in the event of default of acceptance by the customer as of readiness for dispatch. This shall also apply if partial deliveries are made or if we have taken over other services.
- 5.3 Unless expressly agreed otherwise, the goods shall be deemed to have been sold „ab Werk“ or „ex works“ INCOTERMS.

6. payment, terms of payment

- 6.1 Our invoices are due for payment within 30 days from the date of invoicing, free of charges and deductions.
- 6.2 Bank transfers shall only be considered as payment upon receipt of the amount on our account.
- 6.3 The acceptance of bills of exchange or cheques only takes place after written agreement, only on account of payment and excludes a cash discount deduction.
- 6.4 Discount interest and all bank charges shall be borne exclusively by the customer.
- 6.5 If the customer defaults on payment, we shall be entitled, at our discretion, to demand compensation for the actual loss incurred or interest on arrears at the statutory rate. We shall also be entitled to demand compound interest in the event of default in payment by the customer from the day the goods are handed over.
- 6.6 In the event of default in payment, the customer undertakes to reimburse the dunning and collection charges incurred by us insofar as they are necessary for the appropriate prosecution. In any case, this shall include a lump sum of EUR 40,- as compensation for collection costs in accordance with § 458 UGB. The assertion of further rights and claims remains unaffected.
- 6.7 If the customer defaults on a (partial) payment, we shall be entitled to demand immediate payment of outstanding but not yet due invoice amounts and/or to demand advance payment or provision of security for future deliveries and services.
- 6.8 Offsetting against counterclaims of the customer which are disputed by us and not legally established is excluded, as is the exercise of a right of retention without a legally binding title or on the basis of claims from other legal transactions.

7. retention of title

- 7.1 We retain title to the delivered goods until the purchase price has been paid in full. The customer shall bear the entire risk for the reserved goods, in particular for the risk of loss, destruction or deterioration.
- 7.2 In the event that the goods are processed or combined with other goods, our ownership shall extend to the new goods.
- 7.3 The customer is entitled to resell the delivered goods within the framework of ordinary business operations. Until the purchase price has been paid in full, the customer shall assign to us on account of payment all claims and security rights to which he is entitled from the resale. He is obliged to note this assignment in his books. In the event of the customer's default in payment, we shall be entitled to notify the repeat buyers of the goods, which the customer must notify us of, of the assignment and to demand payment to us.
- 7.4 Any pledging or transfer by way of security of our goods delivered under reservation of title in favour of third parties is not permitted without our consent. The customer must notify us immediately of any seizure by third parties.

- 7.5 Balance recognition does not affect the retention of title, nor does the submission of bills of exchange or cheques until correct and actual encashment.
- 7.6 If we have to make use of our retention of title and take back the goods, the credit for the goods taken back on the basis of the retention of title shall be made taking into account a price reduction appropriate to the storage period, wear and tear and other circumstances, but at least 30% of the invoice value.
- 7.7 The customer undertakes to notify us before filing for insolvency so that we can accept goods delivered under retention of title and owned by us.
- 7.8 In the event of default in payment, we shall be entitled to secure the goods, whereby this shall not cancel the customer's obligations arising from the purchase contract, in particular with regard to payment.
- 7.9 In the event of seizure of goods which are subject to our reservation of title, the customer shall inform us immediately in detail and in the same way any segregation of our goods due to imminent insolvency of the goods during the existence of the reservation of title shall not be permitted.
- 7.10. The goods delivered under retention of title shall be properly stored and adequately insured against all foreseeable risks in the ordinary course of business.

8. returned goods

- 8.1 In exceptional cases, the return of non-defective goods that have already been delivered (returned goods) shall be carried out according to agreement exclusively in perfect condition in their original packaging. The return costs are to be borne by the customer.
- 8.2 Manipulation costs amounting to 15% of the gross list price at the time of delivery will be charged to the customer.
- 8.3 Any damage to the goods by the customer or carrier regularly excludes return.

9. notification of defects, warranty, damages, product liability, ancillary obligations

- 9.1 Defects must be reported in writing immediately after receipt of the delivery and service, at the latest within 8 days, hidden defects within 3 days after discovery. The complaint must be sufficiently substantiated and supported by evidence.
- 9.2 The warranty period shall be a maximum of 12 months from acceptance. The existence of defects must be proven by the contractual partner. § 924 ABGB and § 933b ABGB shall not apply.
- 9.3 Minor technical modifications and deviations from drawings and catalogues shall be deemed approved in advance.
- 9.4 In the case of justified defects, the warranty is limited to improvement, new delivery or supplementation of the missing parts. Several subsequent improvements and replacement deliveries are permissible. Claims for conversion and price reduction are excluded.
- 9.5 The warranty expires if the customer or a third party not authorized by us has made changes or repairs to the goods.
- 9.6 The customer shall deliver the goods to us and collect them from us at his own expense and risk in order to perform the warranty services.
- 9.7 We shall not be liable for damage caused by unsuitable or improper use, natural wear and tear, faulty or negligent handling or storage.
- 9.8 No warranty, guarantee or liability of any kind whatsoever shall be assumed for rejects and lot goods delivered at reduced prices or as agreed.
- 9.9 If the order confirmation contains a guarantee promise, this shall in no case include wear parts, damage caused by unsuitable or improper use, natural wear and tear or faulty or negligent handling or storage. The guarantee promise is to be understood in such a way that we are responsible for defects (with the exception of the cases listed above) which occur within the agreed guarantee period after delivery and are asserted within this period.
- 9.10. Insofar as this does not violate mandatory law and insofar as nothing to the contrary is stipulated in these terms and conditions, we shall only be liable for compensation for damage caused by us grossly negligently or intentionally. However, this limitation of liability shall not apply to compensation for personal injury. We shall not be liable for indirect damages, loss of profit, loss of interest, omitted savings, consequential and financial damages and damages arising from third-party claims. In the event of gross negligence, liability shall be limited in amount to the value of the goods delivered, but no more than the sum covered by our insurance.
- 9.11. Liability for damage to property and personal injury on the basis of the Product Liability Act is excluded. The customer undertakes to transfer this exclusion of liability to his customers.

10. electronic business transactions

- 10.1 Orders or other legal declarations of the customer can be validly sent using our electronic forms and by e-mail, but require error-free access to us in order to be effective. Transmission errors - irrespective of the cause - shall be borne by the customer.
- 10.2 We reserve the right, due to a malfunction of our data processing system, to immediately revoke the validity of individual or temporally specific legal declarations by suitable means (individual message, announcement on our web pages) and to repeat or request the valid transmission of the same.

11. legal validity, place of performance, applicable law, place of jurisdiction, data collection

- 11.1 Place of performance shall be our business address. Austrian law shall apply exclusively to the exclusion of the reference standards of international private law (e.g. IPRG, Rome I-VO etc.) and the UN Convention on Contracts for the International Sale of Goods. The exclusive local jurisdiction of the competent court for Vienna is agreed as the place of jurisdiction.
- 11.2 Should any provisions of these Terms and Conditions of Business and Delivery be or become legally invalid, void and/or void in the course of their duration, this shall not affect the legal validity and validity of the remaining provisions. In this case, the invalid, void and/or void provision shall be replaced by a legally valid provision which in its economic effect corresponds to the replaced provision - as far as possible and legally permissible.
- 11.3 The data associated with our business relations (in particular name, address, telephone and fax numbers, e-mail addresses, order, delivery and invoice addresses, order date, ordered or delivered products or services, number of items, price, delivery dates, payment and reminder data, etc.) are stored and processed in our EDP system. The customer declares his agreement to this.

12. Basic Data Protection Regulation - DSGVO Declaration

The contractual partner agrees that his personal data, namely name, address, scope of delivery, will be processed by our contractual partners (such as forwarding agents, trading partners, exporting trades) for the purpose of fulfilling the contract when ordering directly from the Frühwald Group. If necessary, you can request the contact persons and addresses of our contractual partners in advance, before the transmission of your personal data with the order.

This consent can be revoked at any time by the Frühwald Group. The revocation does not affect the legality of the processing carried out up to that point. When ordering products of the Frühwald Group from our partners, the processing of the data must be clarified directly with the partner when the contract is signed. To this end, the Frühwald Group must be indemnified and held harmless.