

GENERAL SALES AND DELIVERY CONDITIONS

VALID FROM 01.09.2017 ONWARDS

1. GENERAL

The following conditions are valid for all offers, order, contracts, deliveries and any other services provided by Ingrid L. Blecha Ges.m.b.H. These conditions are binding for all present and future business transactions of Ingrid L. Blecha Ges.m.b.H. - hereafter referred to as Contractor - even if not specifically referred to in case of verbal orders or those made by telephone. The Customer accepts these conditions by acceptance of goods and services, if not by any other way. Contrary statements made by the Customer have no legal force. The conditions of the business partner are explicitly excluded during the entire business transaction. A written agreement to change individual conditions does not affect the remaining conditions.

2. OFFERS AND ORDERS

Our offers are always non-binding. Order confirmations and their supplements are considered as accepted by the ordering party if the ordering party does not object in writing. Written objections have to be confirmed to have been received by us within three business days as of date of issue. Customary deviations of the delivery and performance objects remain reserved as long as no major change to function or quality is associated with these deviations. We reserve the right to only accept parts of orders or reject orders without specifying a reason. If the Customer purchases the product for further sale or installation according to the Construction Products Regulation (BauPVo), he shall be required to request the necessary documents and/or material certificates when placing the order. If this obligation is violated, any consequences shall indemnify and hold Ingrid L. Blecha Ges.m.b.H. harmless. Subsequent availability of these documents is not guaranteed. The Contractor is entitled to invoice efforts associated with the provision of the documents, with a minimum of EUR 15.00 per document.

3. PRICE AND PAYMENT

Our prices are non-binding, excl. VAT and other legal taxes and are valid as of our warehouse or delivery factory without packaging, unless otherwise specified. Unless agreed or specified otherwise in our invoices, the purchase price is due immediately after delivery without any discounts. All invoices are to be paid in such a way that the funds become available on the due date. Incoming payments can be credited to the oldest delivery, regardless of the payment specification by the Customer. The cost of payment transactions shall be borne by the Customer. In case the payment due date is exceeded, consequences of delay shall apply immediately without any dunning letters. In case of default, we reserve the right to invoice any pretrial expenses, especially reminder and lawyer fees, as long as these expenses are registered according to legal stipulations, especially the regulation regarding maximum rates of collection agencies or the Lawyer's Fee Act. Retentions of payments or offset due to possible counter claims of the Customer are excluded. In case payment is exceed or in case of default, we will charge interest 8% points above base interest rate unless a higher interest rate has been agreed. The assertion of additional pecuniary loss remains reserved. A dunning fee of EUR 40.00 will be invoiced for each case. Any supplemental cost, such as cost of freight, insurance, permits for export, transit or import as well as certifications (weekly working hours) shall be borne by the Customer. The Customer shall also bear all types of tax, expenses, fees and tariffs. For orders less than EUR 200.00 net value of goods, we reserve the right to invoice this amount as minimum order value and/or a minor invoice surcharge.

Should it become apparent after conclusion of the contract that our payment claim may be endangered due to insufficient financial ability of the Customer or should the Customer be in default of payment for a substantial amount or should other circumstances arise which imply a substantial decline of the financial ability of the Customer, we are entitled to all rights according to § 1052 ABGB. In such a case we are entitled to invoice all claims not yet paid from the current business transaction with the Customer as due immediately. An agreed discount always applies only to the invoice value and presupposes complete payment of all due obligations by the Customer at the time of discount. Unless agreed otherwise, discount periods will begin as of the invoice date.

4. DELIVERY DATES

Our commitment to delivery dates and deadlines occurs to the best of knowledge and belief. A committed delivery date is considered as fulfilled if we demonstrate readiness for delivery to the Customer within the agreed time period. In cases of Acts of God, measures by the authorities or other circumstances beyond our control, the agreed delivery date will be postponed for such duration. The Customer is not entitled to claims for damages or any other claims against us if the delay of delivery can be attributed to our suppliers. Should we exceed agreed delivery dates, the Customer shall have the right to withdraw from the contract if we do not provide delivery within a reasonable time period, with a minimum of four weeks. Claims for damages due to delayed delivery or service or non-fulfillment are excluded unless due to deliberate intention or gross negligence.

Short-term delivery date delays are to be accepted by the Customer without entitlement to claims for damages or right to withdrawal. Penalty claims are always excluded. We have no delivery obligation as long as a due payment of the Customer is delayed or all details of the order have not been clarified.

5. MEASUREMENT DEVIATIONS, PARTIAL DELIVERIES

Deviations of measurement, weight and quality are permitted according to DIN/EN, technical ÖNORM regulations or any current practice. Any other deviations require a special agreement. We reserve a tolerance of +/- 10% regarding delivery amount. Partial deliveries are permitted, considered an independent business transaction and invoiced accordingly. Partial and rest deliveries result in transport cost to be borne by the Customer.

6. TRANSFER OF RISK

As soon as the goods leave our warehouse or delivery factory or the Customer was informed of readiness of delivery, all risks and obligations shall be transferred to the Customer.

7. RETURNS

Returns and exchanges of delivered goods shall only be permitted with our previous explicit consent. The resulting cost shall be borne by the Customer. For goods in proper and unchanged condition, we will grant a value credit less a handling fee of 25% of the value of the goods, with a minimum of EUR 110.00. Custom-made products, non-stock items and material blanks shall not be accepted for return.

8. WARRANTY

Customers who are not consumers according to the Consumer Protection Law (KschG) are entitled to the legal warranty with the restriction that the warranty shall only apply to material, production or construction faults which have been communicated before expiration of 24 months after the production date and before transfer to the final consumer.

8.1. Reversal of Evidence

The burden of proof for the presence of defects at the point of transfer shall lie with the Customer, also within the first 6 months.

8.2. Liability Right of Recourse

The liability right of recourse of the Customer towards us shall be consensually excluded according to § 933 b ABGB, if applicable.

8.3. Disclaimer of Warranty

All warranty and guarantee claims are forfeited if third parties not commissioned by us work on the goods. In the aforementioned case, we shall have the choice to remove the faults for an acceptable condition at our cost or provide replacement. Any additional claims shall be excluded.

We are not liable for damages to the goods cause by third parties (as part of delivery by a third party or as part of installation by the Customer or third parties). In the case of possible replacements, we will only be liable up to the amount of own cost.

8.4. Notice of defects

The Customer is obligated to check immediately whether the delivered goods correspond to the contractual agreements and whether they are suitable for the agreed range of application. If this check is partially or completely omitted or if obvious defects are not reported in writing within three business days of transfer of the goods, the goods shall be considered as accepted regarding these defects or the agreed range of application. Hidden defects are to be communicated immediately after discovery, latest within 6 months after acceptance of the goods. A notice of defects shall be excluded if the condition of the goods has changed since delivery for whatever reasons and due to causes and circumstances beyond our control. A notice of defects shall not release the Customer from delivery and payment obligations. Warranty claims also presuppose that the Customer shows proof of the defect when the goods are delivered.

We shall only be held liable for shortages of raw materials in case these shortages should have been recognized with due diligence and then only as part of the warranty of our suppliers. For all foreign merchandise and goods delivered, we will only assume the warranty granted to us by the manufacturers and suppliers of the merchandise and goods. Apart from this warranty, we shall not be held liable for any recognizable or future defects, unless they are due to deliberate intention or gross negligence. Liability of Ingrid L. Blecha Ges.m.b.H. for defects caused by slight negligence is hereby excluded. Claims by third parties as well as the replacement of defect or consequential damages shall be excluded. However, should liability for damages be brought about due to valid or future legally binding regulations, it shall be limited to the value of the delivered goods. Unless agreed otherwise, contractual liabilities resulting for the Customer against us in connection with the performance of the goods shall expire 6 months after delivery of the goods.

9. CANCELLATION

If the Customer should withdraw from the contract or would like to terminate the contract without authorization, we shall have the choice of insisting on fulfillment of the contract or agree to the termination. In the latter case, the Customer shall, by our choice, be obligated to pay damages amounting to 25% of the gross order sum, even if there is no damage and no fault, or pay the actual damage incurred. The compounded damages are not subject to judicial reduction.

10. RETENTION OF TITLE

Until the purchase price has been paid in full, the delivered goods shall remain our property and the Customer shall be liable for all related costs and expenses. In case of payment default, also partial default, we reserve the right to retrieve the goods, even without consent of the Customer.

When the goods under retention of title are accessed by third parties, the Customer shall inform the third party of the fact that this is our property and inform us of access by third parties immediately. Until the open claims have been fully paid, the Customer shall bear the subsequent risk for the danger of destruction, loss or deterioration of the goods. Possible claims against insurers have already been assigned to us within the limits of § 15 VersVG (Insurance Contract Act). The Customer is obligated to insure them against all risks and to keep them safe. Should the Customer acquire claims against a third party due to processing, sale, commixture or connection of our goods, we have the right to demand these claims as payment. The Customer is obligated to inform the Contractor of this session in time and name the buyer at our request and provide all information relevant for the assertion of our prolonged retention of title. The Customer is not entitled to chattel mortgage or pledge the reserved goods. In case of processing, commixture or connection of the goods by the Customer, he shall be obligated to transfer to us our co-ownership share created as such for securing the remaining purchasing price. We reserve the right to demand the delivered goods back if we receive bad credit information about the Customer, if acceptances of the Customer were protested or if the economic conditions of the Customer show a significant deterioration. If the Customer passes on the reserved goods against cash payment, he shall now already assign the price to be received by purchaser/ buyer to the reserved goods by way of anticipated possession. In addition, the Customer shall be obligated to note the insistence of our claim through corresponding book entries.

11. PACKAGING

Packaging desired by the Customer and/or deemed necessary by our delivery factory will be offset against payment. We will ensure safety and/or transport means in accordance with our experience and at the cost of the Customer. The cost for the removal and proper disposal of the packaging material shall be borne by the Customer. We will not accept returns of any packaging material.

12. INVOICING

The client hereby explicitly agrees to the electronic invoicing. Furthermore, the client shall see to it, that the transmission of all electronic notifications or messages sent by us are properly received on the e-mail address stated by him, and that technical facilities such as filter programs or firewalls are regularly adapted, as the case may be. Any automatic, electronic responses sent to us won't be considered and shall not be deemed as an effective delivery. Ingrid L. Blecha Ges.m.b.H. assumes no liability for damages arising from an increased risk of unauthorized access by third parties, which might otherwise not occur in case of a postal delivery. The client shall bear the increased risk of any access to the sent documents by thirds, which arises due to the storage of the electronic invoice.

In addition to that, the client shall immediately inform us on changes regarding the e-mail address. The delivery of invoices to the last known e-mail address of the client shall be deemed as received, even in such cases where the client has failed to inform us on the changes regarding his e-mail address.

The client may revoke his participation in the electronic delivery of the invoice via e-mail in written via e-mail, fax, or mail. Upon receipt and processing of the revocation, all future invoices will be sent to the client's last known postal address.

13. DATA PROTECTION

The client explicitly agrees to the EDP-supported obtaining, storage, and processing of his personal data, i.e. name/company, profession, date of birth, commercial register ID, representative competences, contact person, business address and other addresses of the client, telephone number, telefax number, e-mail address, bank details, credit card information, UID-number for the purpose of contract fulfillment and customer care, as well as for own advertising purposes such as for the sending of offers, advertising leaflets, and newsletters (both in hardcopy- and electronic form), as well as for the purpose of the reference to existing or former business relationships. This consent may be revoked via e-mail, telefax, or mail at any time.

The customer agrees that we may inform approved information bureaus on the commencement and termination of the business relationship. In particular we shall be entitled to report claims, rejections of cheques and bills of exchange, application for default summons and bringing of legal action for the collection of undisputed claims, initiation of enforcement measures, or changes in the credit loss insurance on part of the credit insurer.

Please note: Data related to the customer or third parties involved are stored and processed in our EDP-system, provided that this should be required in the course of the proper handling of the contractual relationships.

14. PLACE OF PERFORMANCE AND JURISDICTION

The place of performance shall be the location of the Contractor. Austrian Law shall apply. The applicability of UN Sales Law is explicitly excluded. Contract language is German. Both contractual parties shall agree on Austrian domestic jurisdiction. Local jurisdiction shall lie with the court legally responsible at the location of our company.

15. SEVERABILITY CLAUSE

Should one or more points of these Conditions be or become invalid, the legal validity of the remaining points shall not be affected.