

1. Basis of Orders

- 1.1.** All agreements and underline our terms and conditions of trade and are recognized as accepted by written order or acceptance of delivery.
- 1.2.** Our terms and conditions apply, unless the parties have expressly agreed otherwise in writing. Conditions contradicting or varying from our terms and conditions of part of the customer shall not be accepted unless we have expressly agreed to their validity in writing.
- 1.3.** If any part of these Terms are or should be invalid in whole or partially, the validity of the remaining parts of these Terms shall not be affected.
- 1.4.** Basics of each order is a) the order itself, b) these Terms and applicable Austrian Standards and cleaning recommendations. In case of conflicts, the listed sequence of contractual components is authoritative.

2. Conclusion of the Contract

- 2.1.** The contract is deemed to be concluded when we have received the order and sent a written order confirmation or orders have been confirmed in another manner in writing.
- 2.2.** Changes or additions to the contract and our terms and conditions, require our written confirmation in order to be valid.
- 2.3.** A fax and email substitute for the written form.
- 2.4.** Our final invoice or delivery certificate is also valid as order confirmations.

3. Plans and Documents

- 3.1.** The information contained in our catalogs, brochures, newsletters, pictures, prices, offers, etc. information on dimensions, weight, color, performance or other printed matter produced by us or on our behalf is only authoritative if it has been included in a written contract or order confirmation and/or expressly referenced.
- 3.2.** Plans, drawings and other technical information and specifications as well as samples, catalogs, brochures, illustrations and so forth shall remain always our intellectual property. Any use, copying, distribution, publication and presentation may take only place with our express approval.

4. Shipping and Packaging

- 4.1.** If something to the contrary is not expressly agreed to in writing, our delivery will generally be made ex works or ex warehouse.
- 4.2.** If any insurance on the order is concluded on behalf of buyer, we act solely as an agent, excluding any responsibility or liability on our side.
- 4.3.** All packaging materials (e.g., boxes, crates, filling materials, etc.) are to be disposed of by buyer at his cost and risk.

5. Delivery date, Acceptance

- 5.1.** Unless otherwise agreed, the delivery period starts at the latest of the following moments: a) date of order confirmation, b) the date of fulfillment of all technical, commercial and financial requirements in buyers responsibility, c) date on which we have received the payment to be made prior to shipment and / or a letter of credit in our favor has been issued.

5.2. Delivery dates given in our order confirmations and any other correspondence are estimated delivery dates and non-binding.

5.3. We are authorized to perform partial shipment and advance deliveries.

5.4. Expressly agreed upon delivery dates and periods will be met as far as possible. In the event that these are not met, buyer must provide us with a reasonable extension period of at least two weeks, in writing. If delivery is delayed due to a circumstance occurring on our side, which represents an exoneration in the sense of point 7), the agreed delivery dates and deadlines will be extended for the duration of the circumstance and buyer has to set an adequate deadline after alleviation of that circumstance.

5.5. If we have not met the listed grace and offer compliance delineated in point 5.4, buyer can withdraw from the contract for the services still to be provided within 8 days from the date of expiration of the extension period named in point 5.4. Compensation claims from non-performance or delay in performance to be replaced only in case of intent and gross negligence. The claim for damages is limited to the amount of damage to reputation and/or lower claim for non-fulfillment/lateness. Additional claims from possible contractual penalties are excluded in every case. Other claims from delays in delivery than those mentioned in this point are prohibited.

6. Prices

6.1. Our prices are subject to change.

6.2. The prices are, unless otherwise agreed, ex-factory or ex-warehouse, without packaging, without insurance and shipping costs.

6.3. Our price calculation assumes that the positions of our offer remain unchanged. Our offerings are based on the specifications of buyer without knowledge of the local conditions.

7. Reasons for Exculpation

The following circumstances are considered as reasons for exculpations if they occur after the conclusion of the contract and its fulfillment: work conflicts, industrial disputes and any other circumstances beyond both parties, such as fire, mobilization, seizure, embargo, prohibition of currency exchanges, rebellion, lack of transport means, general shortage of supplies, limitations to energy consumptions and technical difficulties that lie in the nature of the assignment, making its execution for us or for our suppliers impossible or unreasonable or lead to defects that affect the benefits payable.

8. Payment

8.1. The payments shall be made in accordance with the agreed payment terms. If these are not separately agreed, payment is to be made within 15 days from the invoice date without any deduction. Deductions for discounts require a separate agreement. Payments from buyer apply only deemed within the agreed period if received on our business account.

8.2. Liabilities from earlier deliveries will be paid and booked in the order of their accrual.

8.3. Discount agreements are entirely invalid as soon as a payment default occurs (including installment payments) and/or if all other due payments have not been made by the time of receipt of the discounted invoice, at the latest.

8.4. In case of significant deterioration of the financial circumstances or if a substantial payment term is not met (over 2 weeks out) on previous deliveries and services, we are entitled to refuse delivery and/or performances until payment is done or adequate provision of collateral provided. If our delivery was already provided, all of our receivables are due immediately, and this is especially true in case of default, protest, check cashing or rejected, if an introduced application for filing insolvency proceedings.

8.5. If buyer is in default to an agreed performance or payment, the following options are available: a) continuation in fulfillment of the contract. We can delay our obligations until the outstanding payments or other services are secured and/or set the remaining sales price due and payable immediately, charging a default interest in the amount of 7.5% above the base rate, or b) a written notice of withdrawal from the contract granting a 14 day extension period. In this case buyer must return our goods already delivered back to us upon request and pay compensation for any impairment loss of the goods or reimburse us for all costs we had to do with the execution of the contract. In addition, buyer is obliged to provide damage compensation.

8.6. Buyer is not allowed to make any counterclaims for whatever reasons to offset our claims.

8.7. Uncompleted claims are no reason for a delay of payments.

9. Retention of Proprietary Rights, Credit Insurance

9.1. We retain title to the goods supplied or manufactured by us until all financial obligations of buyer are met. Buyer must comply with the formal conditions required to maintain our retention of title. In event of seizure or claims by third parties, buyer is obliged to defend our ownership and inform us immediately.

9.2. Buyer is entitled to resale and modify the goods under the ordinary course of business. Other regulatory practices, such as pawning or using as security are not permitted. A resale shall only be made under the respect of proprietary rights, unless an immediate payment upon delivery is done, wherein buyer's proceedings must cover at least the amount of our sales price and our retention on title must be extended to the make up any difference between paid amounts and sales prices.

9.3. Buyer hereby assigns to us all claims due to him from the resale against his customers, including the securities granted and we accept the assignment. The resulting charges shall be covered by buyer.

9.4. We agree not to collect the claims assigned to us, as long as buyer meets his payment obligations. Upon our request, buyer must inform his debtors of the assignment of claims to us, provide us with all relevant documents and information for their payment. Buyer obligates themselves to undertake all negotiations and provide all declarations necessary for the validity of the assignment of receivables. Upon our request, the compliance with the formal requirements must be acquired by buyer. The processing or transformation of the retained goods or their installation by buyer shall always be done by buyer for us. If these goods are processed with other objects not belonging to us or inseparably mixed or installed, we shall acquire co-ownership of the new item in proportion to the value of our goods to the other. If our goods are combined with other movable objects into a single object, and this is regarded as the main item, it is understood that buyer will transfer proportional joint ownership, insofar as the principle object belongs to them. He shall maintain ownership or co-ownership.

9.5. We reserve the right to apply for credit insurance. If the insurance company denies such a contract, buyer must provide at our request other appropriate securities; if these proceedings create a delay in processing of the order, we assume no liabilities of any kind and /or a corresponding delay in shipment should be assumed. If the purchase price cannot be secured by any means, we are entitled to withdraw from a contract without bearing liabilities for costs or consequences resulting from this.

10. Guarantee, Liability

10.1. The period of guarantee is 24 months. The assumption of § 924 Austrian Civil Code (ABGB) shall not apply. A corrective action by us has no effect or legal consequences on non-defect parts of our goods / services in respect to the duration of this period. Particularly, with regard to those parts, the period is not extended by corrective actions.

10.2. Possible defects must be specifically described in writing under a special time limitation; for all replacement claims within 8 days of delivery/service and in the event of obvious defects and/or within 8 days of discovery in the event of hidden defects. Upon receipt of goods, products must be inspected by buyer for breakage, external determinable damages and completeness. Possible complaints must be made in writing and provided to us with a specific description and complete documentation (incl. delivery papers with reference to the complaint) within 8 days under a special time limitation affecting all compensation claims upon delivery or before the counter signature of the shipping papers is made.

10.3. Concerning determination of whether we are responsible for a defect, the buyer is responsible for verification. As proof must be supplied as a minimum requirement photos and appropriate documentation, from which our responsibility for the defect is unmistakably obvious. We reserve the right to accept this claim or request a demonstration by expert opinions and / or causes of loss or damage-determination of our choice to demand the return of the defective goods or to make a site visit. Required replacement materials should be ordered by the customer, a credit will only apply if the defect is accepted by us.

10.4. In the event of acknowledged defects, we provide a guarantee to either repair, replace the good or accept a price reduction. If we make a product based on measurements, drawings or samples of buyer, our guarantee is limited to the fact that the execution is carried out according to the instructions of buyer. An examination of buyer's data or a review of services / products of buyer's supplies is not carried out by us and we assume no liability for information or services / products of buyer and the consequences resulting therefrom. In the event of infringement on the protected rights of third parties, buyer must keep us harmless.

10.5. Buyer must allow an adequate time period to fulfill our warranty obligations. Buyer has the right on claiming the correction of a defect by a third party only, if the claim has been accepted by us and a reasonable time frame for replacement plus a 14 day extension has passed without reactions.

10.6. Warranty is excluded in the following cases: a) Non-compliance with the installation, operation or processing instructions, especially with improper usage or use in contrary conditions, or neglecting cleaning recommendations und point 1. b) wear and tear, which is unavoidable in its intended and normal use (normal wear and tear). c) improvement or changes not conducted or approved by us.

10.7. Any warranty claim can only be made after full payment for the goods subject to the agreed terms.

10.8. Buyer's right for compensation expires 2 years after delivery, irregardless of knowledge of a defect or the cause. Generally compensation is excluded in cases of point 10.6.a) to c). All liability is excluded for incorrect instructions or specifications by buyer in accordance with point 10.4. In any cases, liability is assumed only in the event of deliberate misconduct or gross negligence. Any liability for unforeseeable damages is excluded.

10.9. Our liability is limited to those cases in which the Product Liability Law (German Civil Code 99/1988) provides for a mandatory liability. All companies involved in the manufacturing and distributions are excluded from all liability for material damages suffered by one of the companies.

10.10. The assignment of warranty and liability claims is possible only with our written consent. Excluded are - unless otherwise agreed - money claims as defined by Austrian Civil Code § 1396a.

11. Place of Jurisdiction, Place of Fulfillment

11.1. Austrian jurisdiction and the application of Austrian law has been expressly agreed to, whereas The application of the United Nations Convention on Contracts for the international Sale of Goods- CSIG has been expressly prohibited.

11.2. The location of our company is valid of fulfillment for deliveries and payments even the delivery of the products or the provisions of services executed at other locations.

11.3. The place of jurisdiction for all disputes arising from the contract shall be the responsible court for the location of our company. We are entitled, however, to appeal to a responsible court for buyer as well.