

## General Terms & Conditions of Sale & Delivery

### 1. General:

All offers, sales, and deliveries shall be effected solely pursuant to the following Terms & Conditions, even if the same are not expressly cited. They shall be deemed to have been recognized through issue of order. Ancillary agreements or variations from these Terms & Conditions shall only be valid if they have been expressly confirmed by ourselves in writing. Unless otherwise agreed, these Terms & Conditions shall also apply to future business transactions as well as to replacement and subsequent deliveries. Unless otherwise agreed in these Terms & Conditions, the Austrian General Civil Code (ABGB), and for traders the Austrian Commercial Code (HGB), shall apply. We shall retain title and copyright in every case to all drawings, designs, and plans. Terms and conditions of business of whatever kind and terms and conditions of purchase which conflict with these Terms & Conditions of Sale & Delivery shall be wholly invalid.

### 2. Offers:

Our offers shall be non-binding. Prior sale is hereby reserved, as are prospectus and design change.

### 3. Orders and commissions:

These shall become binding only through our written confirmation.

### 4. Cancellation or change of order:

Changes to order or cancellation thereof shall only be possible with our written agreement.

### 5. Prices:

We shall charge the prices in force on the day of delivery plus value added tax. Multiple purchasers shall be jointly liable for payment of the agreed price.

### 6. Packaging:

Our prices shall be inclusive of packaging, unless our offer comprises a different agreement.

### 7. Terms and conditions of delivery:

We shall deliver uninsured goods for the recipient's account and at the recipient's risk ex works Lockenhaus. In case of loss or damage in transit we recommend the Purchaser to have the said loss or damage confirmed by the carrier (railway, freight forwarder), with a statement of facts, immediately upon handover. Should the Customer wish for carriage insurance, they must take it out themselves; for this purpose we shall notify the freight forwarder or carrier of the inquiry in question. Delays to delivery and performance due to circumstances or events for which we are not culpable – such as failure by our pre-suppliers to meet deadline, force majeure, breakdowns, strike, lockout, traffic holdups, and similar events – shall entitle us to postpone the delivery or performance for the period of the interruption plus a reasonable run-up period.

### 8. Complaint of defects:

Claims for defects must be made to us by registered letter within 8 days following receipt of goods. Should defects be present, we shall have the choice, to the exclusion of other guarantee claims, to delivery a replacement or to rectify the defect(s) free of charge within a reasonable period. For this purpose the Purchaser must in particular provide us with the item(s) of which complaint is being made, otherwise the guarantee claim against us shall lapse. The Purchaser hereby accepts that discrepancies of colour cannot be precluded in the case of repeat orders and shall therefore be at their risk. We hereby reserve minor changes in design, wood colour, and measurements. Should complaint of defect fail to be made, the goods shall be deemed to be vended and approved.

Complaints shall not extend the credit period. Should a defect alleged by a Customer be inspected by ourselves (or one of our employees), this shall not be taken to imply either a recognition of the defect and thus of a guarantee claim or a waiver of the plea of guarantee expiry.

**9. Terms and conditions of payment, place of fulfilment, place of jurisdiction:**

Our invoices shall be payable within 14 days from invoice date, net, and without deduction. For arrears of payment we shall charge arrears interest of 1% per month and reminder fees. The place of fulfilment for deliveries and payments shall be Lockenhaus. The place of jurisdiction in all cases shall be Oberpullendorf.

**10. Delivery date:**

We shall meet the stated delivery dates as far as possible. They shall be only approximate, however, and non-binding. The delivery period shall be calculated from the day when the order is received, or the final clarification of all commercial and technical matters (e.g. model designation, wood colour, fabric selection, etc.), until dispatch of the goods from our works.

**11. Reservation of title:**

We shall retain sole and unrestricted title to the goods delivered until full payment of all our receivables due under current business relations with the Customer. Thus the said goods shall represent until then only property entrusted to the Purchaser, and the Purchaser shall bear the full risk in every respect for the goods so entrusted to them, in particular the risk of loss, destruction, and deterioration. Payment shall mean receipt by ourselves of the sum receivable. The Purchaser shall not be entitled to re-sell, give away or lend the said goods, nor to pledge them, nor to transfer them as security. Should the goods be re-sold in contravention of contract, the receivable due thereby to the Purchaser shall by way of precaution be deemed here and now to be assigned in full to ourselves, and we shall be irrevocably entitled to collect, in our own name and for the Purchaser's account, the said receivables so assigned. The Purchaser hereby agrees, in case of seizure of the reserved goods by Third Parties, to declare our title and to notify us thereof in writing immediately. The Purchaser must reimburse the costs of any proceedings for possible dispersion of goods delivered under our reservation of title. Should the Purchaser be in breach of contract, in particular should they be in arrears of payment, we shall be entitled to take back the reserved goods at the Purchaser's expense without prior notification or to require assignment of the Purchaser's surrender claims against Third Parties. Taking back or seizure of the reserved goods on our part shall imply no withdrawal from contract. In this case the Purchaser shall have a duty to reimburse the loss, particularly through devaluation, wear and tear, costs of transport, etc. Should the goods fail to be properly paid for and collected, we shall have the right either to store the said goods at the Purchaser's risk, charging a storage fee in the sum of 3% of the invoice sum per month or part thereof plus value added tax, and to insist of fulfilment of contract or, having set a period of grace of 8 days, to withdraw from the contract and to require damages in lieu of performance. We shall be entitled to claim reimbursement either of the loss actually sustained, or of 20% of the purchase price without proof of loss, plus statutory value added tax, as a contractual fine. Should the Purchaser be in arrears of acceptance, they must further pay the delivery charges.

**12. Liability:**

Liability of Braun Lockenhaus GmbH to traders under the Product Liability Act is hereby excluded. This exclusion of liability shall apply to all businesses engaged in production and distribution. We shall undertake no liability of any kind for loss or damage caused as a result of minor negligence on our part. This shall extend to consequential damage.

**13. Applicable law:**

Should Austrian law not be applicable in any case under statutory regulations, application of Austrian law to the transaction concerned, in particular with foreign businesses, is hereby agreed upon.

**14. Reimbursement of costs:**

The Customer or orderer hereby agrees, in case of default, to reimburse the Vendor or Supplier for the reminder and collection costs of the Credit Protection Union of 1870 or of our legal counsel.

**15. Withdrawal:**

Should insolvency proceedings be opened on the Purchaser's assets, we shall be entitled to withdraw from contract without setting a period of grace; this shall also apply if a Customer, despite warning, has failed to pay for prior deliveries which they have received from ourselves, also with regard to partial or residual deliveries. Should a Customer withdraw without justification from a contract concluded with ourselves, we shall be entitled – any claim for damages over and above the same notwithstanding – to charge 20% of the gross order amount as a cancellation fee, application of judicial arbitration being hereby excluded.

**16. Validity:**

Should one or more provisions of these General Terms & Conditions of Sale & Delivery be invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by such regulations that most nearly approach the sense and purpose of the invalid regulation.