

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

at tilo GmbH (FN 114193g), Magetsham 19, A-4923 Lohnsburg

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1. Scope

1.1. The following general terms and conditions of sale and delivery (AVLB) shall apply exclusively and without restriction to all business relationships between us and the Client. The version applicable at the time of conclusion of contract shall apply. Contradictory or supplementary conditions of the Client shall not become part of the contract, even when we are aware of them, unless we have expressly consented to their application in writing.

1.2. Within the meaning of these general terms and conditions of sale and delivery, Clients are exclusively entrepreneurs. Entrepreneurs are natural persons or legal entities or partnerships with legal personality for whom the transaction is part of their business operations (§ 1 of the Consumer Protection Act [KSchG]).

2. Conclusion of contract

2.1. Our offers, catalogues, prospectuses, price lists, circulars and the like are subject to confirmation and are not binding. Technical modifications and other changes remain reserved within reasonable limits. Formless declarations of our employees shall not be legally effective.

2.2. With their order, the Client declares a binding offer of contract. In the case of an electronic order, we shall confirm its receipt without delay. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt shall only constitute a declaration of acceptance if we state this explicitly. The Client agrees that all documents, invoices, etc. regarding the transactions shall be created electronically and transmitted to the Client electronically.

2.3. We are entitled to accept the contract offer in the order within 2 weeks (order confirmation). In the case of an electronic order, we are entitled to accept the order within 3 working days (Mon-Fri) of our receipt of the order. The contract shall be deemed concluded if we have declared our acceptance or actually perform the service. We are entitled to reject or omit an acceptance of the order, for example after reviewing the Client's creditworthiness.

2.4. The quantities, dimensions and design information contained in our order confirmation, as well as the prices and conditions, are to be checked by the Client immediately upon receipt of the order confirmation. If we are not informed of deviations by the Client in writing within 5 working days of sending the order confirmation, the designs specified in the order confirmation shall be deemed agreed and binding.

2.5. The contract shall be concluded with the right reserved to cancel the performance in part or in full in the case of incorrect or improper supplies. In the case that the service is not available in full or in part, the Client shall be informed within a reasonable period. In this case, any consideration already rendered shall be reimbursed without delay.

3. Prices and payment

3.1. The prices stated are daily rates and shall apply until they are revoked. Prices are subject to confirmation and, unless otherwise explicitly stated, are in Euro (€) and do not include any statutory VAT.

3.2. Any changes to salary costs on the basis of collective agreements or statutory regulations or internal works agreements, and any changes to other cost centres relevant to the calculation or costs necessary to perform the service, such as costs of materials, energy, transport, third-party services, financing, etc., between the time of conclusion of the contract and performance of our services shall entitle us to increase the agreed prices accordingly. The Client shall not be entitled to withdraw from the contract or claim that the basis of the transaction has ceased to exist as a result of this.

3.3. Unless otherwise agreed in writing, all prices are stated ex works (EXW) in accordance with Incoterms 2010 from the factory or warehouse tasked with the delivery and do not include packaging and ancillary charges. Shipping costs, customs fees and other duties shall be invoiced to the Client separately.

3.4. Unless otherwise agreed in writing, the Client is to pay the price by direct debit or transfer to our paying agent on time and without any deduction. The date on which we or our paying agent receives the payment shall be deemed the payment date. We reserve the right to exclude certain payment methods.

3.5. In particular, we will only accept cheques and bills of exchange with our express written consent and these are only accepted under reservation and for payment and these shall not be deemed final payment until they are cashed in full. All charges, fees and costs shall be borne by the Client, including in the case of forwarding or prolongation. We do not assume any liability for the timely presentation, protest and/or non-acceptance of a bill of exchange.

3.6. The Client pledges to pay the price within 14 days of receipt of the service. At the end of this period, the Client shall be in default of payment. We are entitled to use payments, regardless of their designation, to settle the oldest due invoice items plus the interest on arrears and costs accrued, in the following order: Costs, interest, principal demand.

3.7. While in default of payment, the Client is to charge interest on the cash debt in the amount of 9.2 percentage points above the base rate of interest. We reserve the right to demonstrate and assert higher damage caused by the delay.

3.8. The Client is committed to bear all costs associated with the collection of the claim and expenses, including in particular collection expenses or other costs necessary for the proper legal persecution.

3.9. The Client shall be entitled to offset only if its counter-claims have been legally established or acknowledged by us.

3.10. The Client is not entitled to withhold payments. The Client is in particular not entitled to withhold payments due to warranty claims or other counter-claims.

3.11. If the outstanding amount exceeds the currently applicable credit insurance coverage, we reserve the right, without prejudice to further rights, to delay deliveries until payment is made.

3.12. In the event that insolvency proceedings are applied for or started regarding the Client's assets or such an application to start insolvency proceedings is rejected due to lack of assets, we reserve the right to make deliveries only in return for advance payment.

3.13. If the Client is in default with an agreed payment or other performance under this transaction or other legal transactions, without prejudice to our other rights, we may a) delay the fulfilment of our own obligations until this payment is made or another service is rendered and utilise a suitable extension of the delivery time, b) render all open receivables under this transaction or other legal transactions due, c) only fulfil other legal transactions in return for advance payment.

3.14. Any discounts or bonuses provided to the Client are conditional on the timely provision of the complete payment.

4. Retention of title

4.1. We reserve the title of the goods until complete payment of the purchase price.

4.2. The Client is obliged to treat the goods with care during the term of existence of the reservation of title. Where maintenance works and/or inspections are necessary, the Client is to perform this work regularly and at its own costs. The Client is to inform us without delay and in writing of all access of third parties to the goods, in particular compulsory enforcement measures, and any damage to or destruction of the goods. The Client is to inform us without delay of a transfer of ownership of the goods and a change to the Client's address. The Client shall reimburse us for all costs and damages caused by a violation of these obligations and intervention measures required to prevent third party access to the goods.

4.3. In the event that the Client should act contrary to the agreement, in particular in the case of default of payment, we are entitled to withdraw from the contract and reclaim the goods. In addition, we are entitled, in the case of a breach of duty according to point 4.2 above, we are entitled to withdraw from the contract and reclaim the goods if it is no longer reasonable for us to adhere to the contract.

4.4. The Client is entitled to sell the goods on in the ordinary course of business. The Client hereby assigns all claims in the amount of the invoice sum, which the Client acquires with respect to a third party through the further sale to the third party and the Client is committed to include a corresponding note in its accounts or on its invoices. We hereby accept the assignment. Following the assignment, the Client is authorised to collect the claim. We reserve the right to collect the claim ourselves as soon as the Client fails to properly fulfil its payment obligations and is in default of payment.

4.5. The working and processing of the goods by the Client shall always take place in our name and on our behalf. If the goods are processed, we shall acquire the co-ownership of the new object in proportion to the value of the goods we deliver. The same shall apply if the goods are processed or mixed with other objects that do not belong to us.

4.6. We are entitled to enter the operating premises of the Client to determine our goods subject to reservation of title and to label the goods as such.

5. Withdrawal from the contract

5.1. Unless otherwise specifically agreed, a default in delivery, which is attributable to gross negligence on our part, is a precondition for the Client's withdrawal from the contract, as is the unsuccessful expiration of a suitable grace period set, which consists of at least 14 calendar days. The withdrawal is to be asserted by way of registered letter.

5.2. Notwithstanding our other rights, we are entitled to withdraw from the contract with the Client a) if the performance of the delivery or the start or continuation of the service is not possible due to reasons for which the Client is responsible, or is further delayed, despite the setting of a suitable grace period, b) there are concerns regarding the Client's ability to make payment and the Client fails to make an advance payment upon our request or fails to provide suitable collateral before the delivery, or c) if the extension of the delivery time due to the circumstances listed in point 6.4 below amounts to more than half of the originally agreed delivery period, but at least 6 months.

5.3. Our withdrawal may also be declared with regard to the part of the delivery or service which remains open for the reasons outlined above.

5.4. If insolvency proceedings are applied for or started with regard to the assets of the Client or such an application is rejected due to lack of assets, we shall be entitled to withdraw from the contract without setting a grace period. If this right of withdrawal is exercised, it shall become effective immediately upon the decision not to continue the company. If the company is continued, a withdrawal shall only become effective 6 months after the insolvency proceedings are started or after the rejection of the application to initiate insolvency proceedings due to lack of assets. In any case, in the event of withdrawal, the contract shall be dissolved with immediate effect unless the insolvency law to which the Client is subject opposes this or if the dissolution of the contract is indispensable to prevent severe financial disadvantages on our part.

5.5. Notwithstanding our claims for compensation, including pre-trial costs, in the case of the withdrawal, previously rendered services or sub-services are to be invoiced and paid in accordance with the contract. This shall also apply where the delivery or service has not yet been accepted by the Client and in the case of preparations rendered by us. In place of this, we shall also be entitled to demand the return of items that have already been delivered.

5.6. Other consequences of the withdrawal are excluded.

5.7. The assertion of claims by the Client due to the reduction of over half of the true value, error and claims because the basis of the contract has ceased to exist is excluded.

6. Delivery

6.1. Within the scope of our order confirmation, we shall state the expected week of delivery, subject to confirmation. Following the end of the expected week of delivery, we shall be in default of delivery as soon as we demonstrably receive a written warning from the Client, setting a suitable grace period of at least 14 calendar days. Compliance with our delivery obligation requires the clarification of all technical and commercial issues and the timely and proper fulfilment of the Client's obligations. We reserve the right to assert the defence of the unfulfilled contract, partially unfulfilled contract and/or not properly fulfilled contract.

6.2. Unless otherwise agreed in writing, we shall deliver ex works (EXW) in accordance with Incoterms 2010 from the factory or warehouse tasked with the delivery.

6.3. We are entitled to make advance deliveries or partial deliveries and to offset these. Complaints about partial deliveries shall not entitle the Client to reject the remaining deliveries.

6.4. To the extent that unforeseeable circumstances or those independent of the will of the parties occur, e.g., all cases of force majeure, which prevent the adherence to the agreed delivery deadline, the delivery deadline shall be extended for the duration of these circumstances. These include in particular armed conflicts, official interference and prohibition, transport and custom clearance delays, transport damage, power and raw material shortage, work disputes and the failure of an important supplier, who is difficult to replace, to deliver. The aforementioned circumstances shall also entitle us to extend the delivery deadline if they occur for suppliers.

6.5. If the Client is in default of acceptance, we have the right, having set a suitable grace period, to withdraw from the contract and sell the goods on, having withdrawn from the contract. Our further claims shall remain unaffected in any case.

7. Transfer of risk

Upon handover to the carrier or freight forwarder, at the latest, however, when the goods leave our warehouse or factory or when the Client is in default of acceptance, the risk shall pass to the Client even if we have to deliver to another location using our own or third party means of transport.

8. Warranty

8.1. Under the precondition of compliance with the agreed conditions of payment, in accordance with the following conditions, we are exclusively obliged to remedy any defect which is based on a construction error, material error or design error and which impairs functionality and is demonstrated to exist at the time of the transfer of risk. A defect with regard to the material and/or design shall exclusively apply to the extent to which the delivered goods deviate from the specifications outlined in the relevant technical data sheet. The respectively applicable technical data sheet can be accessed, printed and saved on our website using the order number stated in our product catalogue. Unless otherwise agreed in writing, all ancillary costs arising in connection with remedying the defect (e.g. for transport, disposal, travel and travel time) shall be borne by the Client.

8.2. The Client's right to recourse in accordance with § 933b of the Austrian Civil Code (ABGB) is excluded.

- 8.3. In the event of defects covered under warranty, we will choose to amend the defect through rectification or exchange.
- 8.4. If rectification and exchange are not possible or feasible, the Client may essentially choose to demand a reduction of the price or, in the case of a slight defect, conversion of the contract.
- 8.5. The Client must examine the delivered goods for defects immediately and report any defect to us in writing within a period of one week of receipt of the goods. Otherwise, the assertion of any liability for defects is excluded. Hidden defects are to be reported to us in writing within a period of one week after their discovery. Otherwise, the assertion of any liability for defects is excluded. The timely dispatch is sufficient to observe the deadline.
- 8.6. The Client shall bear the full burden of proof for all conditions of entitlement, in particular for the defect itself, for the time at which the defect is detected and the timeliness of the notification of defects.
- 8.7. The warranty period is one year from the transfer of risk. Rectification and/or exchange do not extend or interrupt the warranty period. With regard to the new parts required for the rectification or exchange, independent liability for defects is excluded, regardless of the legal grounds.
- 8.8. We shall not issue any guarantees to our Clients within the legal sense. Any manufacturer guarantees issued by us shall remain unaffected by this.
- 8.9. Such errors which result due to the failed assembly and/or installation on our part, inadequate setup, failure to follow installation requirements, conditions of maintenance and/or use, overloading of parts beyond the values specified by us, negligent and/or incorrect handling or use of unsuitable operating materials shall be excluded from the warranty. We shall also not be liable for damage based on third party actions, atmospheric discharges, electrical surges and/or chemical influences. The warranty shall also not relate to the replacement of parts subject to natural wear.
- 8.10. The warranty shall expire immediately if the Client makes changes to the goods or performs repairs or maintenance on the goods without our written consent or if a third party not expressly authorised by us makes changes to the goods or performs repairs or maintenance on the goods.
- 8.11. Our liability for defects is conclusively regulated in this section 8. Any further liability for defects on our part, regardless of the legal grounds, is excluded.

9. Liability and limitations on liability

- 9.1. Outside the area of application of the Austrian Product Liability Act (Produkthaftungsgesetz) or similar foreign regulations, our liability shall be limited to intent and gross negligence. Liability is excluded for slight negligence, the reimbursement of consequent damages (for defects), purely financial losses and foregone profit, damage from loss of use, court fees, unachieved savings, loss of interest and damages from third party claims against the Client. Our negligence is in any case to be demonstrated by the Client.
- 9.2. The above limitations on liability shall not apply in the case of physical damage and/or damage to health that is not attributable to us or in the case of loss of life of the Client.
- 9.3. We shall only be liable for our own content on our website. In so far as we allow access to other websites through links, we shall not be responsible for the third-party content contained there. We do not adopt external content as our own. Where we receive knowledge of unlawful content on external websites, we shall immediately block the access to those sites.
- 9.4. Should the Client itself be held liable on the basis of the Austrian Product Liability Act or similar foreign regulations, the Client shall expressly waive any right to recourse with respect to us, in particular within the meaning of § 12 of the Austrian Product Liability Act or similar foreign regulations.
- 9.5. If the Client markets goods delivered by us outside the European Economic Area, the Client is committed to exclude the duty of reimbursement according to the Austrian Product Liability Act with respect to its customers where this is possible according to the law to be applied or agreed between the Client and its customer. In this case, or in the case of the omission of this mandatory exclusion, the Client is committed to indemnify us and hold us harmless with respect to claims from third parties in connection with product liability.
- 9.6. We are not obliged to review documents (plans, drawings, sample calculations, technical descriptions, official authorisations, etc.) and/or substances provided to us and instructions given to us in terms of their correctness, suitability and compatibility with the commissioned services. The Client guarantees their correctness, suitability and compatibility. Furthermore, we are not obliged to perform specific reviews or measurements (preparatory work by third parties, existing structures, etc.). With regard to circumstances or conditions of a technical or factual nature, which are outside our agreed scope of offer and delivery, we are not subject to a duty of testing, warning or notification. We shall not be liable for negative consequences resulting from apparent or hidden unsuitability of the documents, information, substances and/or incorrect instructions provided by the Client.
- 9.7. All liability claims against us on their merits shall be limited to the net value of the individual delivery or service substantiating the liability claim.
- 9.8. Claims for liability against us shall expire 12 months after delivery of the goods or performance of our service, in the case of the actions in tort after knowledge of the circumstances substantiating the claim and of the person liable to pay compensation or in the case of lack of knowledge due to gross negligence.
- 9.9. Where our liability is excluded or limited, this shall also apply to any personal liability of our bodies, employees, freelance workers, representatives and vicarious agents.
- 9.10. Unless otherwise stipulated in these general terms and conditions of sale and delivery, our liability is conclusively governed by this section 9. Any further liability on our part, regardless of the legal grounds, is excluded.

10. Final provisions

- 10.1. The place of performance for our contractual obligations is the location of the factory commissioned with the delivery or warehouse from which we send the goods. The place of performance for all of the Client's obligations is Magetsham 19, A-4923 Lohnsburg, Austria.
- 10.2. Plans, drafts or other technical documents, as well as prototypes, catalogues, prospectuses, drawings and the like shall always remain our intellectual property. The Client shall not receive or acquire rights of any kind to this, such as work use or exploitation rights.
- 10.3. Should a provision of this contract or part of a provision of this contract be or become invalid, this shall be deemed replaced by a valid provision which most closely reflects the economic intention of that provision. This shall also apply if the invalidity of a provision is based on a measurement of the performance or time standardised in this contract. In such cases, a legally permissible measurement of the performance or time which most closely reflects the intention of the parties shall replace the invalid provision. This shall not affect the validity of the remainder of the contract. The same shall apply in the case of a loophole in the contract requiring supplementation.
- 10.4. The non-exclusive court of jurisdiction for all disputes arising directly or indirectly in connection with this contract shall be the competent Austrian court for A-4923 Lohnsburg having subject-matter jurisdiction.
- 10.5. The contract is exclusively subject to Austrian law, with the exclusion of UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of Private International Law.