

GENERAL TERMS AND CONDITIONS

MASSIVHOLZPLATTENWERK

1. Quotes, offers and order confirmation

All quotes provided are non-binding. All agreements made, including those made by our representatives and dealers, are only legally binding when confirmed by ourselves in writing. Orders placed are binding for purchasers.

2. Prices

Our prices are based on our most recent price list. Special agreements are only valid in individually agreed cases.

3. Delivery

We provide no guarantee for delivery times. Partial deliveries shall be permitted. In cases of acts of God (*force majeure*), or when significant changes to contents of the contract occur upon which we have no influence, or when circumstances occur which make delivery more difficult or impossible, we reserve the right to withdraw from the contract. As a consequence the seller shall be relieved of the obligation to satisfy any claims for additional deliveries, replacement of consignments or any other forms of compensation.

4. Shipment, transfer of goods, transfer of risk

Shipment shall be carried out in accordance with the agreed means of delivery. Risk is transferred to the buyer on loading goods on our premises and at the moment of transfer of goods to the first freight carrier, irrespective of the transfer of ownership. The recipient of the goods is obliged to check the consignment is complete and free of signs of transport damage and at the point of transfer.

Conditional and restricted acceptance of goods shall not be permitted. The most recent valid version of the INCOTERMS shall apply in the case of consignments leaving the country, unless otherwise agreed.

5. Insurance

Transport insurance is only purchased if expressly requested by the customer.

6. Payment

Payment shall be made in cash without any deductions, unless other conditions of payment have been agreed. We reserve the right to demand a suitable down payment for specially produced items. If the buyer withdraws the order we reserve the right to demand suitable compensation. If the buyer is in arrears with payments the seller shall have the right to invoke his/her rights of ownership (see point 7) and to return the goods to safe storage at the expense of the defaulting party.

7. Retention of title

Goods produced remain our property until the buyer has paid off all receivables emanating from this business relationship. The remainder of the goods shall be stored separately and sufficiently insured by the buyer against fire, theft, breakage and weather damages (water).

Confiscation by a third party and/or transfer to a third party by way of security shall not be permitted. Should the goods still subject to the rights of ownership accorded to the seller be confiscated or accessed in any way by a third party, the buyer is obliged to inform the seller of this immediately by registered post, and in urgent cases telegraphically. Even if the goods are processed or altered by the buyer or a third party, the seller's rights of ownership shall also apply to the new product or entity.

8. Claims and complaints regarding deliveries

Even if any errors are detected the buyer shall be obliged to accept the consignment and to treat it with due care. Notification of faults found must be provided in writing before the consignment in question is processed in any way, and no later than 8 days after the arrival of the consignment at the agreed destination, and must include a complete and detailed list of all faults. Subsequent notification of defects shall only be considered in cases in which the fault was hidden. The aforementioned shall have no affect in regard of the fulfilment of the agreed conditions of payment. The seller reserves the right to choose whether to recall any faulty parts at and to deliver fault free replacements to the place of contractual fulfilment at his/her own expense, or to compensate any loss in value with a corresponding reduction in price.

All other claims, such as compensation for labour, materials, loss of profit, and particularly the right to alter agreed conditions, reduce payment claim for compensation for non-fulfilment of contract are invalid. Failure by the buyer to honour the conditions of payment absolves the seller of all guaranteed obligations.

9. Place of fulfilment and court of jurisdiction

Place of fulfilment: 5531 Eben i. Pongau, Austria
Court of jurisdiction: A-5550 Radstadt, Austria
This contract is based on Austrian law.

10. Transfer and relinquishment of contractual rights and duties

The seller reserves the right to transfer his/her rights and duties stemming from the contract of purchase, either individually or in their entirety, to third parties.

11. The binding character of conditions of sale and delivery

Deviations from the current existing conditions of sale and delivery are only binding when agreed to explicitly in writing by all parties to the contract. Should one term become invalid or ineffective, this shall not affect the validity of the other terms.

Rights of property are maintained in their entirety until payment has been made in full. Payable and actionable at the local court in Radstadt, Austria.

Landesgericht Salzburg, FN 44815f, DVR: 0682829

Our packaging is protected from legal proceedings via ARA licence no. 4065.

Bank: Raiffeisenverband Salzburg, bank code 35000, Ktn. no. 65649