

# General terms and conditions

**RoHol**<sup>®</sup>  
The Austrian Wood Composer

## 1. Offer and order confirmation.

Our offers are provisional. By agreeing to the sales contract, it is assumed that the buyer is creditworthy. The order is binding for the buyer. The sales contract is legally effective when the order confirmation has been transmitted.

## 2. Prices

All prices are quoted in Euros Ex Works. When any foreign currencies are quoted, this will be explicitly stated. Prices are based on current wages, salaries and material costs. If any changes are made to one or more of these conditions before the date of delivery, then we reserve the right to make price changes accordingly. The invoice will show the prices that are valid on the date of delivery. Discounts and other concessions are only valid for the period of time agreed upon. In the absence of any agreement, the rule principally applies that the seller reserves the right to make changes to any discounts or other concessions at any time.

## 3. Delivery

As a basic principle, delivery periods are to be regarded as a general guideline only; the seller shall make every reasonable effort to observe this delivery period. Partial deliveries are permissible. When the delivery is impeded, or is made impossible (either partially or fully) due to the event of force majeure or the occurrence of any other unforeseen obstacles that are outside our control, the seller is entitled to suspend the fulfillment of the contract or to terminate the contract. Consequently the buyer has no entitlement to follow-up deliveries, replacement deliveries or any other claim for compensation. In the absence of any written information regarding technical conditions, then ÖNORMEN specifications apply, or in the absence thereof, the following still applies:

For plywood and panel boards: Types and requirements ÖNORM B 3008, DIN 68705, dimensional tolerance DIN 4078.

For particle boards: Types and requirements ÖNORM B 3002, Part 1. Definitions and requirements DIN 68763.

For veneers: Thicknesses DIN 4079.

With regard to custom-made products, in the absence of another agreement, the seller withholds the right to supply up to plus/minus 10% of the ordered quantity. Likewise we are entitled to include any short dimensions incurred comprising up to 10% of the total order, provided that the usability is not significantly reduced.

## 4. Dispatch, acceptance and transfer of risk.

The goods shall be dispatched at the purchaser's risk, even if freight-free delivery has been agreed to. Unless otherwise agreed, the acquisition of goods will take place at our factory in Rosenau. If the buyer forgoes the acceptance of goods, they automatically accept that the goods were free of defects, insofar as these could have been detected during an inspection at the point of acceptance. With the fulfillment of the delivery commitments by the seller, the risk is transferred to the buyer, regardless of whether transfer of goods has occurred.

## 5. Packaging

The packaging is invoiced separately and is non-returnable.

## 6. Payment

Payment of the invoice amount must follow in cash without deduction, insofar as no other payment terms have been agreed. For custom-made designs, we reserve the right to an appropriate down payment. Likewise, it is possible that we might require that the goods are prepaid before they are delivered. When agreed pre-payments are not paid in full, we reserve the right to withdraw from the delivery contract. In the event that the buyer, for any reason, withdraws from their legally binding order, and for this reason refuses to accept or collect goods that we have already completed the request for, then the payment is due automatically and immediately, without any separate reminder or notice. The seller reserves the right to charge a cancellation fee of 20% of the value of goods, instead of fulfillment of the contract. In such a case, the previously granted payment arrangements are void. In the event of a payment delay on behalf of the buyer, following a written reminder and a subsequent 14-day grace period, the seller has the right to withdraw from the sales contract. The buyer is obligated to release the outstanding value of the goods on the invoice balance for all the buyer's goods that are stored, or have been delivered by the seller. The seller reserves the right to charge a penalty fee of 6% p.a. interest on arrears above the relevant base interest rate of the Austrian National Bank. As a contractual penalty, the seller reserves the right to claim damages of up to 20% of the contract amount on any prepayments already made. The fees covering the return transport of goods to the seller's company headquarters will be covered by the defaulting buyer. If the seller expresses a desire to have the goods returned based on default of payment, the buyer no longer has the right to sell the goods, even if these were originally intended for resale. Furthermore, the seller reserves the right, irrespective of ongoing claims for damages, to postpone further deliveries from current contracts until the outstanding debt has been paid or to withdraw from current contracts when the period of grace has lapsed. In the event of the payment deadline being exceeded, the buyer is obligated to pay alongside interest on arrears, also the costs charged by a collecting agency and is therefore in agreement that in the event of payment arrears, interest will be capitalised to the date of the suit being brought forward and collection charges will be added to the capital.

## 7. Reservation of property rights.

In cases where the delivery of goods has been made before full payment from the buyer as agreed in the sales contract or similar contract, the goods continue to be in the ownership of the seller until payment has been made in full, insofar as permissible under the law in which the delivered item is located. Any change in situation, that could jeopardise the recoverability of the purchase price or the reservation of ownership, in particular insolvency, gives the seller the right to either: withdraw from the sales contract immediately and arrange the collection of the declared merchandise or, request additional collateral (cessions, bills of exchange etc.).

Furthermore, this entitles the seller and obligates the buyer, to store the featured goods separately, marked with a label of ownership, and to establish a separate stock index (consignment store). Any costs incurred in connection with this are paid at the expense of the buyer. Regardless of this, the seller maintains the right at any time to inspect his goods at the buyer's location. The buyer is obligated to inform the seller immediately in the case that third persons exercise rights over these goods. The seller is also to be immediately informed in cases where there are insolvency proceedings undertaken pertaining to the buyer's assets. The buyer does not have the right of retention of goods that are in his possession.

## 8. Delivery complaints

In cases where recognisable defects are observed on standard inspection, these must be reported in writing to the seller before being used and within 8 days of receiving the goods. The cancellation deadline is deemed as valid if the postage stamp shows the date on which the deadline is to expire. In instances where manufacturing defects have resulted in damaged goods being delivered, the seller can decide whether to replace the damaged goods (with goods free from defects) once they have been returned to the place of performance at no extra cost to the buyer or whether a price reduction will be given based on the reduction in value. All further claims of the buyer will be excluded, such as compensation for work done, materials, loss of profits etc. Mere complaints in respect of defects do not absolve the ordering party from their obligation to pay. All warranty rights shall expire if the buyer does not adhere to the seller's compulsory treatment guidelines. Withholding the purchase price or counterclaims for compensation will not be accepted.

## 9. Place of performance and jurisdiction

The place of performance is the location of the seller's company. The place of jurisdiction for disputes arising from this contract is the seller's competent regional court.

## 10. Joint and several liability and plurality of buyers

Should there be more than one buyer, these shall be jointly liable for all obligations arising from this contract and for all claims made by the seller regarding this contract.

## 11. Deliveries abroad

For deliveries abroad, the following regulations also apply in accordance with the existing terms and conditions regarding delivery and sales.

a) In instances where the buyer does not undertake the transportation of goods, the goods will be delivered free of freight costs as far as the Austrian border. The seller assumes responsibility for insuring the transport of the goods until this point. From the border onwards, the risk is transferred to the buyer.

b) If a retention of title is not permitted in part or full according to the laws in the buyer's country, the deliverer can exercise all similar security interests (rights of segregation, lien rights etc.) that are permissible according to the law at the location of the delivered items. The ordering party is obliged to cooperate in the appropriate measures.

c) All costs incurred due to delayed payment shall be borne by the buyer, in particular those that arise as a result of changes of the parity of the currency on the invoice.

d) This contract is in accordance with Austrian Law.

e) Arbitration: All disputes that arise from or in connection with this contract will be decided upon by one or more arbitrators appointed in accordance with the rules of conciliation and arbitration of the International Chamber of Commerce.

f) Language of contract: German and English, whereby the German version of the contract is authoritative for interpretation.

Langue de contract: Allemand et anglais. Pour l'interprétation du contract la langue alle mande est déterminant.

Lingua di contratto: Tedesco e inglese. Per l'interpretazione di contratto la lingua tedes ca e determinante.

Lengua de contrato: Alemán e inglés. Para l'interpretación de contrato la lengua alemána está determinante.

## 12. Assignment

The seller can assign all his rights regarding the sales contract in full or in part to third persons, or allow any obligations to be carried out by a third party.

## 13. Liability of terms and conditions for sales and delivery.

Any discrepancies regarding the terms and conditions for sale and delivery are only valid once they have been confirmed in writing by both contracting parties. Should any provision be or become invalid, such shall not affect the validity of the remaining contract.