



ROHOL TERMS OF SALE AND DELIVERY

1. Offer and order confirmation

Our offers are non-binding. The buyer's creditworthiness is assumed when the purchase contract is accepted. The purchase order is binding for the buyer. The purchase contract becomes legally effective once the order confirmation has been sent.

2. Prices

All quoted prices are in Euro ex works. Any foreign currency used is expressly noted. Prices are based on current wages, salaries and material costs. We reserve the right to change the prices accordingly if one or more of the stated conditions change up until the day of delivery. The prices valid on the day of delivery will be charged. Discounts granted and other concessions are only valid for the period for which they were agreed. In the absence of such an agreement, the seller always has the right to change these discounts and other concessions.

3. Delivery

Delivery deadlines are basically only to be regarded as a general guideline, which the seller will make every endeavour to comply with. Partial deliveries are permitted. In case of force majeure and if other circumstances beyond our control occur which hinder the deliveries, partly or completely impossible, the seller is entitled to suspend the implementation of the contract or to withdraw from the contract. This does not give the buyer any claims to subsequent deliveries, replacement deliveries or other claims for compensation. In the absence of any other agreement, the seller reserves the right to over or underdeliver up to 10% for custom-made items. Likewise, we are entitled to deliver undersized items up to 10% of the total amount, provided that its usability is not significantly reduced.

4. Shipping, acceptance and transfer of risk

Shipment is at the risk of the customer, also when carriage paid delivery is agreed. Unless otherwise agreed, inspection and acceptance of the goods take place at our Rosenau plant. If the buyer forgoes the inspection and acceptance, he acknowledges that the goods are free of such defects that would have been apparent in an inspection during the acceptance procedure. Once the seller has fulfilled his delivery obligation, regardless of the transfer of ownership, the risk passes to the buyer.

5. Packaging

Packaging will be charged separately and will not be taken back.

6. Payment

Payment must be made in cash without any deductions, unless other payment terms have been agreed. We reserve the right to a reasonable down payment for custom-made items. Likewise, we can request payment in advance before dispatching the goods. If agreed advance payments are not made or are insufficient, we are entitled to withdraw from the supply contract. If, for whatever reason, the buyer unilaterally declares his withdrawal from his binding order and for this reason refuses to accept or collect the goods, then the due date shall immediately cease automatically without separate accounting or reminder. However, instead of fulfilment, the seller can demand a cancellation fee of 20% of the total order amount. Any payment terms that have been granted shall become invalid in this case. If a buyer defaults on a payment, the seller shall be entitled to withdraw from the purchase agreement after a prior written warning and notice of a 14-day grace period and to recover all goods stored at the buyer that were supplied by the seller up to the value of the outstanding balance and the buyer shall be obliged to surrender the goods in question. On the total of the still outstanding debt, 6% p.a. over the respective interest rate of the Austrian National Bank are calculated as interest on arrears. Advance payments made to the seller will be forfeited to a value of up to 20% of the contract value as a contractual penalty. The costs of the return transport to the company headquarters of the seller shall be borne by the defaulting buyer. If the seller indicated that he requests the return delivery because of late payment, the buyer is no longer entitled to resell the goods, even if these were originally intended for resale. Furthermore, the seller is entitled, without prejudice to his further claims for damages, to suspend further deliveries from current contracts until payment of the outstanding debt or in the case of unsuccessful expiry of the grace period also to withdraw from these contracts. If the term of payment is exceeded, the buyer undertakes to pay the costs of a debt collection agency in addition to the interest on arrears and he agrees that in case of late payment, interest is capitalised up until the date of the proceedings and collection charges are added to the capital.

7. Retention of title

If the delivery item has been delivered before payment of all amounts owed by the buyer under the contract or other similar contracts, it shall remain the property of the seller until full payment is received, insofar as permitted in terms of the law under which the delivery item falls. Any change in circumstances that may make the purchase price more difficult to collect or jeopardise the retention of title, especially in the event of bankruptcy, entitles the seller either to withdraw immediately from the contract and to have the goods that are his property collected or to require additional collateral (cessions, bills of exchange, etc.). Furthermore, this entitles the seller and obligates the buyer to store the goods that are the property of the seller separately at the buyer, to provide them with property panels and to create a warehouse register for this goods (consignment stock), whereby all costs incurred are borne by the buyer. Independently of this, the seller is entitled at any time to inspect the goods that are his property at the buyer and the latter is obliged to inform the seller immediately if third parties exercise rights to these goods. Likewise, the seller has to be informed immediately of the opening of insolvency proceedings on the assets of the buyer. The buyer is not entitled to exercise a right of retention on any movable property belonging to us that has come into his possession.

8. Complaint about deliveries

Defects of the goods that can be identified by a commercially customary inspection must be reported in writing to the seller no later than eight days after receipt of the goods and before processing. The deadline is considered to be met if the postmark date is the last day of the deadline. If there are manufacturing defects in the goods that are proven to be supplied faulty, the faulty pieces will be exchanged free of charge at the place of performance against faultless goods or a reduction in price corresponding to the reduction in value will be granted. All further claims of the buyer, such as for replacement of work, material, loss of profit, etc., are excluded. Mere complaints do not exempt the buyer from the obligation to pay. Any warranty is void if the buyer fails to comply with the treatment guidelines prescribed by the seller. The withholding of the purchase price or the claiming compensation thereof with counterclaims is excluded.

9. Place of performance and place of jurisdiction

Place of performance is the registered office of the seller company. The place of jurisdiction for disputes arising from this contract is the court with jurisdiction over the seller.

10. Joint and several liability and majority of buyers

Several buyers are jointly liable for all accounts payable under this contract and for all claims of the seller from or about this contract.

11. International shipping

These terms and conditions apply in addition to or supplementary to the other items of the present delivery and sales conditions to shipments abroad.

- Unless the buyer takes care of the transportation, the goods are delivered carriage paid to the Austrian border, whereby the seller takes over the goods in transit insurance up to that point. From there, the risk passes to the buyer.
- If the retention of title is wholly or partially ineffective in terms of the law in the buyer's country, the supplier may exercise all similar security rights (right of segregation, liens, etc.) that are permissible in terms of the law under which jurisdiction the delivery item is. The customer is obliged to cooperate to the extent necessary for this purpose.
- All damages due to late payment, in particular also those arising from parity changes of the invoice currency, shall be borne by the buyer.
- This contract is based on Austrian law.
- Arbitration: All disputes arising out of this contract will be settled by one or more arbitrators appointed in accordance with the Rules of Procedure under the Rules of Arbitration and Conciliation of the International Chamber of Commerce.
- Contract language: German and English, whereby the German version is relevant for the interpretation of the contract.

12. Assignment

The seller may assign all or part of his rights under the contract of sale to third parties or have his obligations fulfilled by third parties as well.

13. Binding character of our terms of sale and delivery

Deviations from the present terms of sale and delivery are only binding insofar as they are expressly acknowledged and confirmed by both parties in writing. Should one of the conditions be invalid, this shall not affect the validity of the remaining conditions.