



General Terms and Conditions of Trade and Delivery

1. Scope of application

These General Terms and Conditions of Trade and Delivery shall apply to sales and contracts for services concluded and related deliveries and subsequent deliveries between the company BG-Graspointner GmbH & Co KG in 4882 Oberwang, hereinafter referred to as the „Company“ and the respective business partner, hereinafter referred to as the „Partner“. The placement of an order by the Partner shall be deemed the Partner's unconditional agreement to the provisions below. Any deviation from these Terms and Conditions of Trade and Delivery shall only be valid if confirmed in writing by the Company. The Partner's own Terms and Conditions of Purchase shall not be valid even if they were not explicitly rejected by the Company.

2. Offers and contract formation

All prices quoted in lists and offers are non-binding. All data including dimensions, weight, figures, descriptions, sketches and drawings in catalogs, price lists and other printed matter are best possible estimations, however non-binding. Any change in a cost component will entitle the Company to adjust the price accordingly. The contract does not materialize until the Company issues an order confirmation or the first act in connection with the performance of the order becomes apparent to the Partner.

3. Prices and settlement

The offer and transfer prices are net prices exclusive of statutory VAT. The invoice will be based on the actual dimensions and quantities of the actual delivery or performance. Unless otherwise agreed the prices in offers and brochures are calculated ex works, loaded on truck. If supply and delivery is agreed, a delivery charge will be charged separately. In the case of deviation from the overall offer the Company reserves the right to change the price accordingly. Additional products and/or services resulting from customer's subsequent requests or becoming necessary in performance of contract shall be paid additionally.

4. Delivery

The Company will endeavor to adhere to the delivery dates it provided and/or promised. If this is impossible, the Partner shall have the right to rescind the contract after setting a reasonable grace period. The Partner shall be deemed to have waived any claim for damages for a delayed delivery. In the case of delay of acceptance by the Partner the Company shall have the right to store the goods at the Partner's risk and expense, invoice the goods and make them payable as per agreement or rescind the contract and sell the goods to someone else. In the case of strikes or lockouts in the Company or in an operation working for the Company, of energy shortage, traffic disruption, regulatory orders and delayed supply to the Company, the Company shall not be bound to deliver at the time agreed upon, provided that these circumstances were unforeseen or unpreventable by the Company; the same applies to all cases of force majeure. In these cases the delivery period shall be extended by a period of time corresponding to the duration of such event, and neither damages nor contractual penalty may be claimed. If delivery or performance becomes impossible through these circumstances, the Company shall be released from the obligation to deliver and/or perform. Delivery free consignee's premises is to be understood without unloading by consignor. Unloading shall be performed properly and promptly using equipment and personnel provided by the Partner. The risk in the goods will pass to the customer when the goods leave our plant, even if we pay freight charges.

5. Pallets - pallet return system

Most of our products can only be delivered on pallets. The Partner agrees to EURO pallets being principally invoiced and charged at EUR 10.90 plus VAT. For returning within four weeks the EURO pallets in flawless condition, without freight costs for the Company, the Partner will receive a credit note. The Partner will not be reimbursed for one-way pallets (labeled as such) returned.

6. Returns and reimbursement:

Goods supplied by us will only be taken back in a flawless condition, after obtaining our written consent, and without return freight charges for the Company. Goods taken back will be added to the credit balance, deducting a 15 % handling fee. Custom-made production will not be taken back.

7. Order cancellation procedure:

If the Partner rescinds either wholly or in part from the contract concluded, a 20% cancellation fee will be deemed to have been agreed. Any cancellation of work in progress is unacceptable.

8. Terms of payment

Invoices shall be due and payable without deduction immediately upon receipt. Any change will only be recognized if confirmed in writing by the Company. Part deliveries will be charged instantly by us and shall be due and payable independently from the completion of the total delivery. As long as any invoices remain unpaid, all payments received will be credited to such invoices. Payments received will be credited firstly to any accrued interest, costs, expenses and then to the capital. Payment dedications will not be binding for the Company.

If the Partner's financial situation is unfavorable in our view, or in case of default of payments the Company shall be entitled to:

- postpone performance of its own obligation until the amount due has been paid;
- avail itself of extension of the delivery term;
- charge default interest in line with bank practice as of the due date and all expenses incurred by payment reminders;
- rescission of the contract if a reasonable grace period expires without any positive results.

Complaints will not release the Partner either wholly or in part from his payment obligation.

9. Retention of title:

Title to the goods delivered by the Company shall remain vested in the Company until the purchase price has been paid in full. The Partner will upon placement of the order with the Company assign, in the case of resale of the goods subject to retention of title, the reservation of title towards his own customers to the Company. At the Company's request the Company may, to the extent of its claim against the Partner, assert the assignment obtained to the Partner's business partner by written notice. The Partner's agreement to this right will be established by every placement of an order with the Company. From that time on any debt-discharging payment by the Partner's customer can only be made to the Company. In the case of attachment of goods subject to retention of title by creditors the Partner shall promptly notify the Company and bear any and all costs incurred by the Company for releasing these goods from third-party rights.

In the case of initiation of bankruptcy proceedings against the Partner's assets or in the case of default in payment of more than 30 days after maturity, the Company shall be entitled to pick up its goods subject to retention of title at the Partner's premises and use them in accordance with the provisions of the return of goods. If the Company takes back any goods under the retention of title described above, the Partner shall be liable for any deficiency in the proceeds from the resale of these goods and shall also reimburse the Company for the return freight and further transport.

10. Warranty:

We warrant that the goods supplied will have the guaranteed properties and flawlessness according to the state of the art.

Upon acceptance of the goods the Partner or the person entrusted by him shall count and check the goods in terms of quantity and quality. Any goods rejected on the basis of such checks must not be installed and the Company shall be notified thereof in writing within three days at the latest. For the removal of defects of any goods delivered, provided that notice has been given justly and in time, the Company may at its discretion provide improvement or deliver what is missing or deliver replacement parts within a reasonable period of time. In this case any further claims, including, but not limited to, cancellation and price reduction, are explicitly excluded. The warranty shall expire if the article of sale has been subjected to downstream operations or altered by the Partner or a third party. Warranty claims may only be asserted if all payment obligations have been met. The Company gives only warranty for defects proved at the time of delivery.

All warranty claims will expire 6 months upon delivery without exception. They will also expire if installation instructions, instructions sheets and technical information relating to the installation, handling and use are not observed or in the case of faulty installation or downstream operations by the Partner or any third parties.

11. Place of fulfillment:

The registered seat of the Company shall be the place of fulfillment. Any disputes hereunder shall be settled before the court of general jurisdiction competent for the seat of the Company unless the Partner is a consumer as defined by the Consumer Protection Act. The contractual relationship shall be exclusively governed by the Austrian laws.

12. Severability:

Should any provision of these General Terms and Conditions of Trade and Delivery be invalid wholly or in part, the other provisions herein shall not be affected thereby. Should any articles or parts thereof be invalid, they shall be interpreted in such a way that the purpose pursued by the parties hereto is accomplished.