

## **General Terms and Conditions of Business**

### **I. General / Prices**

With placement of the order, the Buyer acknowledges the following conditions as binding for both parties. All prices are subject to change, in Euros net plus the applicable statutory value-added taxes (domestic). Only the most current price list shall apply at all times.

### **2. Shipment and terms of delivery**

Shipment shall be carried out at the Buyer's account and risk. We deliver as quickly as possible ex stock. While partial shipments will be avoided to the extent possible, they are permitted.

Disruptions due to acts of God or other unforeseeable occurrences shall release us from the obligation to deliver for the duration of the disruption.

We strive to adhere to the delivery period; claims may not be asserted for late deliveries.

Our brand-name products for resale may only be sold in their original packaging; they may not be relabelled, poured into different containers, or repackaged.

### **3. Shipping costs, mode of shipment and packaging**

Deliveries of goods with a net value of up to 180.00 EUR will be assessed a flat postage fee of 6.00 EUR. Orders with a net value of more than 180.00 EUR will be shipped free of charge within Germany. Orders with a value of less than 50.00 EUR will be assessed a surcharge of 5.00 EUR for small-volume purchases.

We deliver within the EU member countries without VAT if we are provided with a sales tax identification number (VAT ID).

In the case of international shipments, the transportation costs effectively incurred and any cheque or bank transfer fees shall be the Buyer's responsibility.

All shipments are covered by transportation insurance. Buyer is to make delivery possible at any time during the day. In the case of cash-on-delivery shipments, the Buyer is to ensure that the corresponding payment is ready for collection!

### **4. Retention of title**

The goods delivered shall remain our property until full payment has been made.

### **5. Terms of payment**

The invoice shall be issued on the date of shipment. Invoiced amounts are due immediately and are to be paid in full. We deliver exclusively via advance payment, cash on delivery, or with a direct debit

authorization. We will grant a 3% discount if payment is made via direct debit authorization. The fee for reversed debits in the event of insufficient funds is 10.00 EUR. In the event of such reverse entries, we shall be entitled to assess default interest and dunning fees. After our last extrajudicial dunning letter, we shall turn over the collection of payment to our attorney.

### **6. Warranty**

We are not under obligation to accept returned goods or to exchange them. Any identifiable defects must be claimed in writing within 8 days after receipt of the goods.

In the case of justifiable claims for defects, we have the right to rectify such defects or to replace the goods free of charge. Should the attempt at rectification fail, you shall have the right to a reduction in the purchase price or to cancel the order.

Goods may only be returned after consulting with us. Shipments that are not prepaid will not be accepted. If you wish to return any goods to us free of charge, you must call us in advance.

### **7. Place of fulfilment**

The place of fulfilment for shipment and payment is A-8323 St. Marein.

### **8. Data protection**

Any personal data that is disclosed within the context of the contractual relationship will be used exclusively for purposes of processing the order. Any personal data that is important to us will be saved, to the extent that this is permitted by the Federal Data Protection Act (BDSG).

### **9. Place of jurisdiction**

Austrian law shall apply under exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Graz.

We cannot be held liable for any errors or misprints. We reserve the right to make changes to the prices.

Graz, October 2011