

# General Terms and Conditions of Sale and Delivery

## I. Application and legal validity

The below provisions apply to all orders accepted and processed by us and are deemed recognised and binding for the customer when the order is placed. Deviations are only valid with our express written confirmation. Any conditions of the customer are hereby expressly refuted. Acceptance of the binding nature of our conditions of sale and delivery takes place no later than acceptance of our delivery or partial delivery.

## II. Offers and deals

Unless expressly agreed otherwise in written form, all offers and deals are non-binding and do not oblige us to deliver. They are only binding for us after our written order confirmation or order acceptance. The same applies to orders and agreements with our representatives and verbal or telephone orders. The performance of an order placed verbally or over the phone is deemed as order acceptance.

## III. Prices

- 1.) The prices are without packaging and strictly net (excl. VAT).
- 2.) For orders without express price agreement, the factory or warehouse price on the day of the raw material order.
- 3.) All additional fees, public charges, any new taxes, carriage charges and their increase, by which the delivery is directly or indirectly affected and taxed, are to be borne by the customer.
- 4.) If the buyer exercises an expressly agreed right of withdrawal for goods already delivered, they must pay 25% of the net invoice amount for the returned goods to cover our costs. Material that has been cut or otherwise processed as well as material ordered for a specific project or customer can no longer be returned.

## IV. Delivery

- 1.) We are free to choose the manufacturer and the factory or warehouse we entrust with the delivery of the ordered goods.
- 2.) The risk passes to the buyer with the handover to the forwarding agent or carrier, but at the latest when leaving the factory or warehouse. This point in time also applies in the case of delivery by us 'free at destination' using our own or someone else's vehicle. We are free to choose dispatch routes and means of transport, to the exclusion of any liability.
- 3.) Freight-free prices require open, unhindered and safe traffic on the access routes. Delivery vehicles must be unloaded without delay. Dead freight or damage in this respect is to be borne by the buyer.
- 4.) The material is unpacked regularly and not delivered protected against contamination, corrosion or damage. Based on our experience, we take care of packaging, protection and means of transport at the buyer's expense. Packaging, protection and means of transport are not taken back unless agreed otherwise in writing.
- 5.) The technical standards of the country of manufacture apply to the delivery. Austrian trade practices also apply to foreign transactions. Depending on the progress of production, we are entitled to make partial deliveries with the corresponding partial invoicing.
- 6.) Force majeure events entitle us to postpone the conclusions for the period of the obstacle or to cancel their fulfilment in whole or in part, without the buyer being entitled to delivery or compensation for delay or non-fulfilment.

## V. Delivery time

- 1.) The delivery times are always non-binding for us. They are conditional on the availability of all suppliers. Fixed delivery dates can only be given in exceptional cases and require written agreement.
- 2.) In any case, the delivery time begins on the day on which we accept the order, but no earlier than the clarification of all details of the performance and after receipt of all required documents.
- 3.) The delivery is deemed to have been made with the timely notification of readiness for dispatch. Goods that have been reported as ready for dispatch but are not retrieved immediately can be stored by the seller at their own discretion at the expense and risk of the buyer and invoiced as delivered.

## VI. Payment

- 1.) Unless other payment conditions are agreed, the buyer is to make payments as follows:
  - a.) In case of factory delivery and deliveries ex warehouse, up to 14 days from the invoice date strictly net.
  - b.) In case of processing prices (labour costs), within 14 days strictly net.
- 2.) We only accept bills of exchange and cheques as payment if this is expressly agreed in advance. They must be discountable and properly charged. Credits from bills of exchange and cheques are calculated less expenses, subject to receipt with the value date on which we can track the equivalent value.
- 3.) State taxes, discount and collection charges, and interest are always due immediately.
- 4.) If the due date is missed, default occurs without a prior reminder. Late payment interest is 2% over the relevant interest rate of the Austrian National Bank.
- 5.) Non-compliance with the payment conditions or other circumstances which reduce the buyer's creditworthiness result in all of our claims becoming due. This also applies to claims for which we have accepted bills of exchange. You also entitle us to only carry out pending deliveries against advance payment or to withdraw from the contract and to demand damages for non-performance. In the event of default of payment, the buyer is required to secure all open claims through assignments or by granting liens on other assets in favour of the seller.
- 6.) Objections to our invoices are only effective if made in written form within 14 days of the invoice date.
- 7.) The buyer is not entitled to withhold payments due to warranty claims or other counterclaims not recognised by the seller.
- 8.) A counter-invoice with the buyer's claims against us is not permitted.

## VII. Ownership

- 1.) Until payment of all, even future, claims, specifically the balance claims from current accounts to which Roofinox GmbH is entitled, for whatever legal reason, the good delivered by us are our property. This also applies if payments are made on specially designated claims. A payment delay by the buyer entitles us to make use of the retention of title and to collect the goods without prior notification.
- 2.) If the buyer processes, combines or mixes them with other goods that do not belong to us, the buyer transfers to us the right of ownership to which they are entitled for the new inventory or the item to the extent of the invoice value of the goods subject to retention of title.  
The buyer agrees to insure all delivered goods, whether raw, processed or converted into another thing, as our property, and to keep them safe until our invoice amounts have been paid.
- 3.) The buyer is only entitled to resell the goods subject to retention of title provided that the buyer's claim from the resale in the amount of the value of the reserved goods plus all ancillary costs is already assigned to us, regardless of whether the goods subject to retention of title are resold to one or more buyers without or after processing, combining or mixing, so that no special act of transfer is required if the claim is met.
- 4.) The buyer is not entitled to any other disposal of the goods subject to retention of title, in particular to assignment as security or pledging.
- 5.) The buyer is entitled to collect claims from the resale until we revoke this at any time.
- 6.) If the retention of title is asserted, the buyer is required to notify us immediately of any seizure or other interference by third parties and to provide us with information at any time about their retention, any resale of the goods delivered by us, the name and address of the buyer, as well as the amount and due date of the sale price.

## VIII. Warranty and complaints

- 1.) As a reseller and possibly manufacturer, our warranty at most corresponds to the statutory framework conditions or those of the supplier. We are required to represent the interests of our customer to the manufacturer diligently. However, our customers must always refer to the manufacturer in order to fulfil their claims and refuse to accept additional guarantees.
- 2.) In any case, complaints must be made in writing within 8 days of receipt of the goods. Complaints are not permitted if the goods are no longer at the place of destination or in the condition in which they were supplied. On request, samples of the goods subject of the customer's complaint must be provided immediately. Hidden defects must be cleared immediately after discovery with immediate cessation of any treatment and processing, but become time-barred in any case 6 months after receipt of the goods. We shall, at our discretion, take back goods recognised as defective, either in return for a replacement of the goods or in return for a refund of the price calculated. Any further claims of whatever nature, in particular claims for direct or indirect damage or loss of profit, are expressly excluded.
- 3.) In terms of quantity, dimensions, shape and design, we reserve the freedom that is customary in the trade. Small, harmless defects such as cracks, rust film, white rust and similar are often unavoidable and therefore do not justify complaints. Declassified material - so-called lia goods - are sold "after inspection". Complaints are excluded in this respect.
- 4.) The correct handling of a complaint is no waiver of compliance with this provision. We reserve the right to refuse to eliminate defects if our customer fails to adequately meet their obligations.
- 5.) For technical advice on the use and processing of our products and all other related information provided by us or our agents, we are only liable in the case of an express written assurance, provided that our customer has provided all the information that was necessary for proper advice. It is the customer's responsibility to check whether the goods ordered or proposed are suitable for the intended purpose. When it comes to material supply, we are not responsible for damage due to errors and tolerances.
- 6.) Generally, in case of complaints, we are liable for our handling costs as a maximum. Standard tolerances apply to complaints about ONORM/DIN/EN goods.
- 7.) Technically unavoidable minor colour deviations affecting the goods do not constitute a defect, this applies in particular to batch-wide processing.

## IX. Product liability

The item purchased only offers the security that can be expected on the basis of ONORM, operating instructions, manufacturer's installation guidelines, the seller's regulations on the handling of the item purchased - in particular with regard to any prescribed tests - and other given information.  
The obligation to compensate for property damage resulting from the Product Liability Act for commercial users is excluded. Product liability claims that could be settled under provisions other than the Product Liability Act are excluded from everyone.

## X. Place of performance and jurisdiction

For all contracts, the place of performance is Sulz, even if carriage paid to the receiving station or factory is agreed, and Feldkirch for payment. The jurisdiction for all disputes is Feldkirch; Austrian law applies.

## XI. Partial ineffectiveness

If individual provisions of these Terms and Conditions of Sale and Delivery are completely or partially ineffective, all other provisions remain effective.

The German version of these Terms and Conditions of Sale and Delivery are decisive. The English version is for information purposes only.