



GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

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General Terms and Conditions of Business and Delivery

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General

In the following, Egger Licht GmbH is referred to as the supplier or “we” and the respective contractual partner as “customer”, “entrepreneur” or “contractor”. We'll assume the execution of orders exclusively on the basis of the following regulations. The version valid at the time of the conclusion of the contract is decisive. Changes or additions to the same are only legally effective if they have been agreed in writing. The same applies to any existing terms and conditions of the customer. By signing or placing the order in writing, the customer declares expressly that for this delivery contract only the delivery conditions of the company Egger Licht GmbH, and only these are legally effective.

Scope of services and conclusion of contract

Our offers are subject to change and non-binding. A contract shall only be concluded if, after receipt of the customer's order, which shall be deemed to be a binding contract offer, we have an order that is expressly confirmed by means of a written confirmation of order or of making a delivery. We are entitled to refuse the acceptance of the order - for example after checking the creditworthiness of the customer. Otherwise, we reserve an acceptance period of one week for consumers and a reasonable acceptance period for entrepreneurs. The confirmation of receipt of an order shall in any case not constitute a binding acceptance of the order. Special instructions of the customer, for example with regard to deadlines, discounts or similar, shall be deemed to be merely non-binding suggestions until expressly acknowledged by us in the order confirmation. We prepare our catalogs, other sales documents, lists and drawings as well as weights and dimensions with all due care, but reserve the right to correct obvious errors at a later date. We must expressly agree to any change in the order by the customer after conclusion of the contract and reserve the right to indemnification. The conclusion of the contract with entrepreneurs is subject to the reservation that in case of incorrect or improper self-supply to us by sub-suppliers we will not or only partially perform. We undertake to inform the entrepreneur immediately in such a case and to refund any consideration in whole or in part.

Dates of delivery

The delivery date of the order confirmation is not binding, unless otherwise expressly agreed in writing. The delivery period shall commence with the date of dispatch of our confirmation of order, but not before complete clarification of all detailed technical questions. The delivery period shall be extended in the event of unforeseen, extraordinary or unavoidable events of any kind, in particular in the event of strikes, including illegal strikes, lockouts, as well as in the event of untimely self-supply, even if these events only occur during an already existing delay. The customer shall be notified thereof in writing immediately after it becomes known. In the event of any delay in delivery, the customer shall be obliged to grant us a reasonable period of grace. Only when the grace period has been met, may the customer, all further rights excluded, withdraw from the contract in writing. Goods ready for dispatch must be called off immediately, otherwise we shall be entitled to call off the goods after 14 days - at the risk and expense of the purchaser and to store the goods at our own discretion and to invoice the goods as delivered „ex works“.

Transfer of risks

The risk shall pass to the customer when the goods have left the factory or distribution center: this shall also apply to partial deliveries. The transport risk is not insured by us. Shipment is made on behalf of the purchaser, freight collect. For orders below a net invoice value of € 150,-- (domestic), € 350,-- (foreign countries) a surcharge for small quantities will be charged.

Prices, terms of payment

All prices are ex works or ex warehouse and without sales (value added) tax. Packaging and transport costs, which are charged to us by the supplier, will be charged separately. All invoices are due 30 days after the invoice date. Payment shall be deemed to have been made on the day on which we can dispose of the invoice amount without loss.

In the event of default in payment of an invoice, all claims including bills of exchange falling due at a later date shall become due immediately, irrespective of any agreed term of payment. Furthermore, we shall be entitled to withdraw from any current contracts, even if they have already been partially fulfilled, without the customer being able to derive any rights against us from this.

In the event of late payment, subject to further damages, we shall charge a 2% surcharge for late payment of the amount due as well as interest on arrears in the amount of the usual bank interest for current account overdrafts. In the event of default, we shall be entitled, in addition to the surcharge and the interest on arrears, we shall also be entitled to charge reminder fees and the intervention and collection fees of a credit protection agency or lawyer. In case of default in payment or in the event of extrajudicial or judicial insolvency proceedings, all discounts, rebates and bonuses granted shall lapse and be charged back. In the event of any net price invoicing, the official gross price lists of the manufacturer or its representatives shall be agreed as the amount receivable. In the absence of a gross price list, double the value shall be deemed to be the gross price in the case of net price settlement.

Retention of Title

The delivered goods remain our property until full payment of all outstanding claims arising from the business relationship. The reserved goods may only be sold in the ordinary course of business. The claims arising from the sale of the goods subject to reservation of title shall be assigned to us by the buyer as security for our claims.

We reserve the right to reclaim all goods delivered by us and still in stock at any time, even in the event of insolvency proceedings.

The sale of goods in stock in the event of insolvency proceedings is only permitted with our explicit written consent. It is agreed that all possible counterclaims, irrespective of whether goods are supplied or services rendered, are to be set off against our claims with debt-discharging effect. This shall apply in particular in insolvency proceedings.

Cancellation

The customer can only, if he is a consumer in the sense of the Consumer Protection Act, withdraw from the contract until the conclusion of the contract, or thereafter within 1 week from the delivery of the of the terms and conditions. This does not apply, however, if he has initiated the business relationship himself or if no discussions have preceded the conclusion of the contract. Any other withdrawal is only permitted under special conditions and with the written consent of the supplier. For claims for damages by the customer based on the defectiveness of the item itself (claims for compensation for consequential harm caused by a defect are expressly excluded), §1298 ABGB is waived.

Warranty

We shall not be liable for defects caused by poor installation, incorrect installation, poor maintenance, incorrect or negligent handling or storage, improper repairs not carried out by us, modifications made without our written consent, natural wear and tear, excessive stress, unsuitable operating conditions and operating materials, as well as chemical, electrochemical or chemical-chemical electrical influences for which we are not responsible, as well as weathering or other natural influences. Illuminants and electronic wearing parts are excluded from any warranty - as far as legally permissible. Wear and tear are defined as the course of the service life of the light color point shift. The failure of individual LED light points does not constitute a defect, provided that there is no significant impairment of the total luminous flux, or the individual light point failure is only minor in relation to the total light points. Warranted characteristics are only those which are expressly designated as such in product information. A warranty is valid until the expiry of the warranty period at the latest. Technical or formal changes to the products which serve to improve them, or which take into account changes in legal regulations, may be carried out by us without further publication.

In the event of a defect, the customer shall in principle have the choice between improvement or replacement. We may refuse the chosen remedy if it is impossible or if it involves a disproportionately high effort in relation to the other remedy. If an improvement is not possible or feasible, the customer may choose a price reduction or, if it is not only a minor defect, a cancellation of the contract. The warranty period for consumers is 24 months from delivery of the goods.

We shall only be liable to entrepreneurs for defects that occur under the intended conditions and normal use. In particular, warranty does not apply to defects caused by reasons for which the contractor or third parties are responsible. No warranty shall be given for normal wear and tear damage and minor damage to the surface. Warranty is provided exclusively if the installation is carried out by a licensed electrical company. For those parts of the goods which we have obtained from sub-suppliers on the instructions of the contractor or his agents contrary to our recommendation, we shall be liable only insofar as we are entitled to warranty claims against the sub-supplier. If goods or services are produced or rendered by us on the basis of design data, drawings, plans, models or other data provided by the entrepreneur, our liability shall only extend to the fact that the execution is carried out in accordance with the data provided by the entrepreneur. We are not obliged to check the information provided by the contractor. Illuminants and electronic wear parts as well as used goods are excluded from the warranty. Likewise, in the case of the acceptance of repair orders, modification or conversion of old or foreign goods, no guarantee is taken over.

Entrepreneurs must inspect the delivered goods for defects without delay and with due diligence and notify us in writing within a period of two days from receipt of the goods. Otherwise, the assertion of warranty claims is excluded. In the case of hidden defects, the written notification must be sent to us within one week after discovery of the defect. The entrepreneur shall in any case deliver the burden of proof for all prerequisites for a claim, including the existence of the defect itself, the time at which the defect was discovered and the timeliness of the complaint. In the case of defects for which we have a warranty obligation vis-à-vis entrepreneurs, we shall first provide warranty by improvement or replacement at your discretion. The contractor shall grant us the necessary time for the inspection of the defects as well as for the repair or for the delivery of spare parts. The contractor shall bear the costs of removal and installation incurred in connection with the improvement or replacement. The contractor shall bear the costs and the risk of transport to and from the site. If the defects are remedied on site, the contractor shall bear any travel costs. The warranty period shall not be extended due to the rectification of defects. For the rectification of defects by the contractor himself or by third parties, we are only liable if the contractor has given its written consent to this. The warranty period for entrepreneurs is 12 months from delivery of the goods. Even within this period we are not obliged to perform under this title if the entrepreneur is in default with his payment obligations.

Other contractual and legal claims

In addition to our General Terms and Conditions of Business & Delivery, the General Terms and Conditions of Delivery of the Austrian Electrical Wholesale Trade shall apply. In case of inapplicability of individual points, they are to be replaced according to their meaning as originally intended. The compliance of patent and license rights after transfer of risk is the sole responsibility of the buyer.

This applies in particular to the further sale, processing and export of the goods delivered by us. Verbal agreements and arrangements are not valid. Supplements must be made in writing and confirmed to us.

Place of jurisdiction and place of performance

The place of jurisdiction for all claims arising from the underlying contractual relationship, in particular for purchase price claims, is Feldkirchen in Carinthia. This also applies to claims which are pursued in monition proceedings. However, we also reserve the right to take legal action against the buyer at the court responsible for his place of residence. Place of performance for deliveries and payments is Feldkirchen in Carinthia. Apart from that, Austrian law shall apply - for export as well.