

GENERAL TERMS AND CONDITIONS – SPECIALIZED TRADE



1 General

1.1 The following terms and conditions of sale and delivery shall apply to all goods and services supplied by TRAND® e.U., with registered office at St. Josef 167, 8503 St. Josef (hereinafter referred to as "TRAND®").

1.2 The application of the customer's general terms and conditions of whatever kind shall be excluded in any case, even if they do not contradict these General Terms and Conditions, unless they have been expressly accepted by TRAND® in writing.

1.3 Acts of performance or silence on the part of TRAND® shall not lead to recognition of the customer's general terms and conditions.

2. Offers

2.1 Our offers are subject to confirmation. The contract shall not be deemed to have been concluded until we have issued a verbal or written order confirmation.

3. Cost estimate

3.1 The cost estimate is drawn up to the best of our knowledge, but no guarantee can be given for its correctness.

3.2 Should costs increase by more than 15% after the order has been placed, the contractor shall inform the client thereof without delay. In the case of unavoidable cost overruns of up to 15%, a separate notification is not necessary and these additional costs can be invoiced without further ado.

3.3 Unless otherwise agreed, order changes or additional orders may be invoiced at reasonable prices.

3.4 Cost estimates are subject to payment. A fee paid for the cost estimate shall be credited if an order is placed on the basis of this cost estimate.

4 Protection of plans and documents/confidentiality

4.1 Plans, sketches, cost estimates and other documents such as samples, brochures, catalogues, presentations and the like shall remain our intellectual property. Any use, in particular passing on, duplication, publication and making available, including copying even of extracts, shall require the express confirmation of TRAND®.

4.2 All of the above-mentioned documents may be recalled by us at any time and must be returned to us without delay and without being requested if the contract is not concluded.

4.3 Our contracting party undertakes to maintain secrecy vis-à-vis third parties with regard to any knowledge it acquires in the course of the business relationship.

5. Price

5.1 All dealer prices quoted by TRAND® are in euros, the non-binding recommended retail prices are in euros, including value added tax.

5.2 Unless explicitly agreed otherwise, all deliveries shall be invoiced at the prices valid on the day of dispatch.

6. Terms of payment

6.1 In the absence of any express agreement to the contrary, the purchase price shall be payable in advance.

7. Interest on arrears

7.1 Even if the buyer is in default of payment through no fault of its own, TRAND® shall be entitled to charge interest on arrears at the rate of 10% per annum above the 3-month Euribor rate published by the European Central Bank.

8 Transport - transfer of risk

8.1 In the absence of an express agreement to the contrary, shipment shall be based on Incoterms 2010 Ex Works (at the risk and for the account of the Buyer).

8.2 Express delivery is possible at the request of the customer, the additional costs to be borne by the customer.

8.3 If special packaging is necessary or desired, the additional costs incurred will be charged.

9. Retention of title

9.1 The goods remain our property until full payment of the purchase price and all costs and expenses.

9.2 In the event of default, TRAND® shall be entitled to assert its rights under the retention of title. It is agreed that the assertion of the retention of title shall not constitute a withdrawal from the contract unless TRAND® expressly declares its withdrawal from the contract.

9.3 In the event of even partial default in payment, we shall be entitled to collect the goods in a reasonable manner, even without the Buyer's consent, at the Buyer's expense.

9.4 The goods remain our property until full payment has been made. A resale is only permissible if we have been informed of this in good time beforehand, stating the name or the company and the exact (business) address of the buyer, and if we consent to the sale. In the event of our consent, the purchase price claim shall be deemed to have been assigned to us already now and we shall be entitled to notify the buyer of this assignment at any time. 10.

10. Non-performance/delay in delivery and performance

10.1 In the event of a delay in delivery, there shall be no claim for damages against the seller.

11. Default of acceptance

11.1 If the contracting partner is in default of acceptance, TRAND® shall be entitled either to store the goods against payment of the costs incurred and at the same time to insist on performance of the contract or, after setting a reasonable period of grace, to withdraw from the contract and dispose of the goods elsewhere.

12. Loss of time

12.1 If the customer is obliged to pay in instalments, it is agreed that if even one instalment is not paid on time, all outstanding instalments shall become due immediately without any further grace period.

13 Unilateral changes in performance

13.1 TRAND® may make objectively justified and minor changes which do not affect the price.

14 Warranty

14.1 Apart from those cases in which TRAND® is entitled by law to rescission of the contract, TRAND® reserves the right to fulfil the warranty claim at its discretion by improvement, replacement or price reduction.

14.2 The transferee must always prove that the defect was already present at the time of handover.

14.3 The goods must be inspected immediately after delivery. Defects discovered in the course of such inspection shall also be notified to the seller without delay, but at the latest within 3 days of delivery, stating the nature and extent of the defect.

14.4 Hidden defects shall be notified immediately after their discovery. If a notice of defect is not made or not made in time, the goods shall be deemed to have been approved. In such cases, the assertion of warranty claims or claims for damages as well as the right to contest errors on the basis of defects shall be excluded.

15. Compensation for damages

15.1 Claims for damages in cases of slight negligence are excluded. This does not apply to personal injury or damage to items accepted for processing, unless the latter has been negotiated in detail.

16. Set-off

16.1 Any set-off against claims of TRAND® with counterclaims of any kind whatsoever shall be excluded.

17. Prohibition of performance & prohibition of retention

17.1 Justified complaints shall not entitle the customer to withhold the entire invoice amount, but only an appropriate part thereof.

18. Formal requirements

18.1 All agreements, subsequent amendments, supplements, ancillary agreements, etc. must be in writing, i.e. including the original signature or a secure electronic signature, in order to be valid.

19. Choice of law

19.1 These Terms and Conditions shall be governed by Austrian law, whereby the applicability of the provisions of the UN Convention on Contracts for the International Sale of Goods and of private international law are explicitly excluded.

20. Place of performance

20.1 The place of performance both for the performance of TRAND® and for the consideration shall be: St. Josef 167, 8503 St. Josef.

21. Agreement on the place of jurisdiction

21.1 The exclusive place of jurisdiction for any disputes arising from this contract shall be Graz, Austria.

Place, date & company stamp and signature

