

General Terms and Conditions of Business

Of KAMPER Handwerk+Bau GmbH, 8434 Tillmitsch, registered in the Companies Register under number FN 241834 p

1. General terms

- 1.1. These General Terms and Conditions of Business apply to all goods supplied and services provided by KAMPER Handwerk+Bau GmbH.
- 1.2. The contractual parties acknowledge these Conditions of Business by placing the order and again by accepting the goods or services. This shall apply to all current and future business relationships.
- 1.3. The applicability of conditions of business of the ordering party is hereby excluded, even in cases where these are stated in order confirmations, delivery notes, invoices or similar documents.
- 1.4. Subsequent amendments of and deviations from these Conditions of Business requires the written confirmation by both parties to be effective.

2. Quotations, prices and payment

- 2.1. Quotations:
 - 2.1.1. Quotations submitted by KAMPER Handwerk+Bau GmbH are nonbinding and without obligation.
 - 2.1.2. Quantity, quality and description as well as any specification of goods are according to our quotation. Content and scope of our supplies and deliveries are subject to our written order confirmation exclusively. The content of our order confirmation is deemed agreed – in the event it deviates from the order – unless the ordering party objects to it in writing within one week of receipt of the confirmation.
 - 2.1.3. Declarations of acceptance and all and any orders require our written confirmation to be legally valid. The same applies for additions, amendments and side agreements.
 - 2.1.4. KAMPER Handwerk+Bau GmbH reserves the right to refuse orders in writing without giving any reason until up to the end of one month from receipt of order.
 - 2.1.5. The ordering party is aware that the products manufactured by us are custom-made and cannot be exchanged or taken back. If the ordering party does not accept the ordered goods, we shall invoice the verifiable costs incurred by us in performing the order, plus any resulting extra costs and the lost profit.
- 2.2. Prices:
 - 2.2.1. The purchase price is the price stated in the order confirmation. Unless otherwise agreed, all prices are in euros.
 - 2.2.2. Any expenses incurred due to changes of the type or scope of delivery upon request of the ordering party after our order confirmation has been made and/or any expenses incurred by complying with any subsequent or unforeseeable official requirements and demands will also be invoiced separately at the purchase price offered.
 - 2.2.3. All orders will only be accepted at the prices valid at the time of ordering. If costs increase by the time of supply or installation/assembly, KAMPER Handwerk+Bau GmbH shall be entitled to adjust its prices.
 - 2.2.4. Two modifications of our shop-drawings (change of design) are included in our quotations without extra costs.
- 2.3. Payments:
 - 2.3.1. The purchase price shall be due from the date of invoice.
 - 2.3.2. Unless other terms of payment are agreed, one third of the payment shall be due at the time the contract is concluded, one third after commencement of the services and one third after completion of the services.
 - 2.3.3. A discount for early payment shall only be justified if agreed in writing. Each invoice shall be considered individually to determine the justification of a discount for early payment.

Failure to meet the discount deadline will have no effect on invoices already paid or invoices to be paid in future.

- 2.3.4. If the ordering party is in default with the agreed payment or any other performance, KAMPER Handwerk+Bau GmbH shall be entitled to retain the agreed services and/or goods until the ordering party has met its obligations or declare its withdrawal from the contract in whole or in parts by granting a grace period of 14 days.
- 2.3.5. Failure on the part of the ordering party to meet its payment obligations by the due date at the latest releases us from any further delivery or performance obligations and entitles us to carry out any further deliveries against advance payment only.
- 2.3.6. In the event of default in payment, we shall be entitled at our option to either claim compensation of the actual damage incurred or charge default interest at the statutory rate.

3. Supply and installation/assembly

- 3.1. Delivery times stated are only binding if a specific date of delivery is given in our written order confirmation and if this has been explicitly agreed to be binding in writing.
- 3.2. In the event of delayed delivery, the ordering party shall grant an appropriate period of grace in writing – announcing withdrawal. The ordering party can only withdraw from the contract if no performance is made during this period.
- 3.3. Delivery periods shall also be extended in particular if unforeseen hindrances, such as interruption of operations, strikes, lockouts, interruption of transport, force majeure, etc. occur, irrespective of whether these events occur at our company or at our sub-suppliers. The periods shall be extended by the time of these hindrances. If it can be foreseen that the hindrance will not end within a reasonable period of time, we shall be entitled to withdraw from the contract in whole or in parts.
- 3.4. If delays in performance are due to the ordering party, agreed deadlines and periods shall be extended and/or delayed accordingly.
- 3.5. Partial performance and partial deliveries are permitted to a reasonable extent and may be invoiced by us accordingly.
- 3.6. In the event of installation or assembly work to be performed by KAMPER Handwerk+Bau GmbH or its sub-suppliers, the ordering party shall notify and/or warn KAMPER Handwerk+Bau GmbH or its sub-suppliers before starting the installation or assembly of any risks, hazards and conditions that could impair the performance.
- 3.7. The cost of energy and water required for performance shall be borne by the ordering party.

4. Transfer of risk, transportation

- 4.1. The risk of accidental loss and of accidental deterioration of the delivery item shall pass to the ordering party at the time the goods arrive in our vehicles on the premises of the ordering party or at a place of destination named by the latter on a surfaced road.
- 4.2. When we deliver the goods with our own vehicles, we conclude transportation insurance in the framework of our general insurance.

5. Warranty, defects, damages

- 5.1. KAMPER Handwerk+Bau GmbH warrants vis-à-vis the ordering party that the goods and/or the services provided are in compliance with the contract at the time they are transferred.
- 5.2. The warranty period is two years. The warranty period for light fixtures is six months. The warranty period begins at the time of acceptance.
- 5.3. Warranty rights are subject to the ordering party fulfilling its obligation of examination and notification of defects. Visible defects shall be claimed in writing immediately upon their discovery as defined in Sec. 377 Austrian Commercial Code; failure to do so excludes the claim of caveat emptor.

- 5.4. Even if the buyer were entitled under the relevant legal provisions to claim a price reduction and/or cancellation, these warranty remedies can be met by us by improvement (repair or subsequent delivery of missing item) or replacement.
- 5.5. We shall not be liable for any damage that is due to acts of third parties. Warranty does not cover parts that are subject to natural wear.
- 5.6. In the course of installation/assembly work, existing items may be damaged due to circumstances that are not apparent. Liability of KAMPER Handwerk+Bau for such damage is excluded.
- 5.7. KAMPER Handwerk+Bau GmbH shall only accept liability for damage to the extent the ordering party can prove intent or gross negligence. The liability for slight negligence, consequential damage and financial losses, savings not made, interests, losses and damages from third-party claims is excluded.
- 5.8. All and any liability shall be excluded if installation/assembly conditions or instructions of KAMPER Handwerk+Bau GmbH on proper implementation have been ignored by the ordering party.
- 5.9. No damages can be claimed for late deliveries.

6. Retention of title

- 6.1. The goods and/or installed/assembled goods shall remain our property until the purchase price including ancillary charges (interests, costs, etc.) has been paid in full. The retention of title shall also remain valid for all claims to which we are entitled against the ordering party under other deliveries.
- 6.2. If the ordering party acts in a way that is contrary to the contractual obligations, in particular in the case of delayed payment, KAMPER Handwerk+Bau GmbH shall be entitled to withdraw from the contract and reclaim the item.

7. Final provisions

- 7.1. Oral agreements are not valid. Changes and amendments of the contract including these General Terms and Conditions of Business require the written form. This shall also apply to a waiver of the written form requirement.
- 7.2. If individual provisions of this contract including these General Terms and Conditions of Business are or become ineffective in whole or in parts, the validity of the other provisions shall not be affected. The provision that is ineffective in whole or in parts shall be replaced by a provision that comes closest to the economic purpose of the ineffective one.
- 7.3. Place of performance: Tillmitsch
- 7.4. Austrian law shall be deemed agreed exclusively. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.
- 7.5. Graz shall be the exclusive place of jurisdiction for any disputes arising from this contract.
- 7.6. Basis of contract: Austrian ÖNORM standards, in particular:
 - ÖNORM A 2050
 - ÖNORM A 2061
 - ÖNORM A 2110
 - ÖNORM A 2111