

General Terms of Sale and Delivery

General Terms of Sale and Delivery of Leitinger feel wood Gesellschaft m.b.H.; Wernersdorf 57, A-8551 Wies

The following General Terms of Sale and Delivery, hereinafter referred to as AGB, shall apply exclusively to the legal relations with our contractual partners and shall remain valid, even if individual provisions thereof are or become invalid. The AGB have been designed for legal transactions between commercial enterprises. If they form, in exceptional cases, the basis for legal transactions with consumers in the sense of the Customer Protection Act (KSchG), they shall apply to the extent that they do not object to the provisions of this Act. Any conditions provided by the purchaser or customer, which deviate from our General Terms of Sale and Delivery, are not binding on us even if we have not objected to them explicitly. Our AGB shall also be applicable to future transactions without a relevant explicit agreement being necessary in each individual case. In the event that quotations or order confirmations are submitted by fax or e-mail and the contracting partner of Leitinger feel wood Gesellschaft m.b.H. fails to send a written notice of acceptance, the AGB are regarded as agreed bindingly unless objected to in writing within three days.

1. Purchase Order

Our offers are subject to confirmation, unless indicated otherwise in the offer. Orders are regarded as accepted upon receipt of our order confirmation or upon the receipt of our goods. Acceptance and execution of orders are effected solely in line with our written order confirmation, unless agreed otherwise. Confirmed orders can only be cancelled with our written consent.

2. Delivery

Unless agreed otherwise in the order or in the order confirmation, the place of delivery is our business establishment. We are obliged to deliver goods which correspond to the requirements defined in the contract in terms of quantity, quality and type as well as packaging or containers. Goods are conforming, if they are suited for the purposes for which goods of the same type are used commonly, if they have the properties of goods which we submitted to the purchaser as a sample or model or which the purchaser has accepted once without any complaints. We define and indicate our delivery dates with due care. The delivery period commences when all technical and commercial details in relation to an order have been clarified completely. If the planned delivery date or a delivery date extended in line with the following provisions is not met, the purchaser and buyer only has a right to cancel the contract when a grace period of one month has elapsed. The delivery period shall be extended - including within a period of delay - when unforeseeable impairments have occurred, which we were not able to prevent in spite of due care and diligence tolerable under the relevant conditions. This applies irrespective of whether such impairments have occurred within our enterprise or with any of our sub-suppliers. Even if binding delivery periods and dates have been agreed upon, we shall not be responsible for any delays in the delivery that are due to force majeure or any events that make the delivery difficult or impossible - this also includes material procurement difficulties, plant interruptions, strikes, lock-outs, lack of personnel, lack of transportation options or transportation impairments, etc., impaired traffic routes and all government orders - as well as all similar circumstances. Claims for damages due to non-compliance with the delivery period are excluded, unless we are responsible for gross fault. If any damage to or loss of goods results from transportation, any indemnification claims have to be secured by notifying the forwarding company within the due time and as required and involving it in damage assessment. Until the assessment of damage, the goods must neither be sold nor modified. We assume no liability of whatsoever type for transport damage. The purchaser is obliged to inspect the delivered goods immediately after their receipt and to give written notice of possible defects without undue delay - but at the latest within three days. The purchaser shall lose the right to invoke a contractual defect of the goods, if it fails to complain of the defect immediately or at the latest within three days from the date at which it detected or should have detected the defect and to indicate the type of non-compliance in detail. If any goods delivered are deemed to be approved, we assume no warranty for defects and losses that are due to any reasons under the purchaser's control or due to any influences caused by the intended purpose. The warranty for defects that are not provably due to a defective quality or workmanship before the handover of goods is excluded.

Also excluded are any claims due to defects based on causes that have occurred after the transfer of risk, in particular, based on force majeure, damage due to humidity, frost, transportation and storage. We assume no further warranty or liability than that defined in these AGB. We are not liable for damage which is caused in connection with the delivery, use and further processing of the goods purchased from us. With respect to persons who are not consumers, any liability for property damage due to a defective product within the meaning of the Product Liability Act is excluded. Recourse within the meaning of section 12 of the Product Liability Act is excluded. Leitinger feel wood Gesellschaft m.b.H. is liable under the contractual relationship only for intent and gross negligence; any other liability is precluded. In the event of damage claims from our contracting partner, we are not obliged to pay damages for profits lost. The contracting partners enter all contractual relationships after due consideration; the plea of error or reduction by half against Leitinger feel wood Gesellschaft m.b.H. is excluded.

3. Payment

Our invoices are due and payable within the agreed payment term which is indicated on the order confirmation or the invoice. However, we reserve the right to make deliveries only against cash payment or against a purchase price security. We accept any bills of exchange, cheques or payment orders only on account of payment but not instead of payment. All charges and additional expenses are charged to the buyer. Our claim is regarded as redeemed when the means of payment have been cashed or the claimed amount credited to a bank account nominated by us. The acceptance of bills or cheques is never regarded as an extension of payment. This also applies when bills were discounted or cheque totals credited preliminarily by the bank. Payments are regarded as effected when the claim including charges and incidental expenses, in particular interest, discounting charges, bill, stamp and collection costs have been covered. Incoming payments are set off against the oldest outstanding debt, and first against incidental expenses, then interest and then capital - irrespective of any endorsement to the contrary. When an agreed payment date is not met, the purchaser is deemed to be in default with payment without a reminder being required. From the date of default in payment we are entitled to charge interest of two percent above the relevant bank rate, but at least 14 percent per annum, without prejudice to any other damages due to delay, and the customer has to reimburse all reminder and collection costs as well. If a partial delivery is complained about, the purchaser is not entitled to retain payment regarding the portion not complained about. If we have learned with sufficient certainty after conclusion of the contract that the purchaser's asset situation is unfavourable or has deteriorated, in particular in the event of late payment, we are entitled to determine the purchase price for all deliveries effected to be due and payable immediately and to request immediate payment. In addition, we are entitled to demand an advance payment or a security for an order to be executed. If the requested advance payments or securities are not provided within the period to be defined, we shall be entitled to cancel the contract without granting a grace period by safeguarding our claims. In addition, we are entitled to cancel the contract without indicating any reasons when the contracting partner is late with payment.

4. Reservation of title

We reserve the title in the goods until the full payment of all claims (in the event of a cheque or bill when honoured), irrespective of where the goods are stored or processed further. In the event of late payment, we are entitled to claim the goods back, whereby claiming the goods back is related to a cancellation of the contract, which has not to be declared separately. The purchaser is entitled to resell the goods purchased. However, it shall indicate and transfer to the buyer our reservation of title in the goods. In the event of any duty to pay damages, the purchaser is obliged to provide us with all necessary information about the resale or processing of the goods. The purchaser does not acquire the ownership in the objects created or parts thereof through processing or treatment of the goods. Processing or treatment is effected exclusively on our behalf at no charge. However, if the reservation of title expires due to actual or legal circumstances, we and the purchaser now agree that the ownership in the new objects is transferred to us at the date of processing or treatment. We hereby accept this transfer, and the purchaser is responsible for safeguarding the object created at no cost. If retransfer of goods is not desired by us, impracticable or impossible, the purchaser undertakes to assign any claims against third parties resulting from the resale to us for collection. In the event of processing, combining or commingling with objects of third parties, we shall acquire co-ownership in the new objects in the relevant proportion. The buyer is not entitled to pledge the delivered object or transfer it by way of security. In the event of pledging or attachment by third parties, the customer shall notify us immediately and pay all costs for legal prosecution. The aforementioned rights of security (simple and extended reservation of title) shall remain valid to the extent that any claims payable to any company of the Leitinger feel wood Gesellschaft m.b.H. in A-8551 Wernersdorf are still outstanding (group reservation of title). If any goods are taken back due to the reservation of title, realisation is effected on the account and at the risk of the purchaser against issue of a relevant credit note.

5. Other contractual provisions

If individual provisions of these AGB are or become invalid, the validity of the remaining provisions shall not be affected. Unless regulated otherwise, the Austrian Wood Industry Customs 2006 and the provisions of the Austrian Commercial Law shall apply secondarily in the absence of other agreements. Changes to the contract or deviations from the AGB must be made in writing to become effective. Therefore, any ancillary agreements made orally or by phone or other deviations from the contract are only valid if confirmed by us in writing.

6. Applicable law

All contractual and commercial relationships with Leitinger feel wood Gesellschaft m.b.H. shall be governed by Austrian law. The cross-referencing norms of private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.

7. Place of jurisdiction

All disputes arising out of any transactions concluded between the parties now or in the future shall be settled by the competent courts of law in the district of the Graz District Court regarding customers with their seat in an EU country, in Switzerland or in an EFTA state pursuant to section 104 of the Jurisdiction Norm (JN).

For all other contracting partners (not having their seat in the EU, EFTA or in Switzerland) the following arbitration clause shall apply. Regarding all disputes arising out of any transactions concluded between the parties now or in the future, both contracting parties submit themselves to the Arbitration Code and the Arbitration Tribunal of the Vienna Goods Exchange, which has to apply Austrian law, recourse to ordinary courts of law being excluded. The language of the proceedings is German. The place of arbitration is Vienna.