

General Terms and Conditions of glass IMT Handels GmbH

- 1. Validity:** glass IMT Handels GmbH provides its deliveries and services to its customers exclusively on the basis of these terms and conditions. These terms and conditions are an integral part of every contract concluded with glass IMT Handels GmbH. Deviations from these terms and conditions as well as other supplementary agreements are only effective if they have been confirmed in writing by glass IMT Handels GmbH.
- 2. Conclusion of contract:** Offers made by glass IMT Handels GmbH are non-binding and subject to change. Orders placed by the customer are binding. The contract is concluded with the order confirmation by glass IMT Handels GmbH, with which the customer's order is accepted. In the case of electronic orders, the order and order confirmation is sent electronically.
- 3. Terms of payment:** The prices quoted by glass IMT Handels GmbH are net prices excluding transport, loading and shipping costs. All deliveries and services charged by glass IMT Handels GmbH are due for payment immediately upon receipt of the invoice. In the event of default of payment by the customer, interest on arrears of 8% above the base interest rate shall be charged annually. In case of default of payment glass IMT Handels GmbH is entitled to retain outstanding deliveries and services, to demand advance payment or security or to withdraw from the contract after setting a 14-day grace period. The client is not entitled to offset his own claims against claims of glass IMT Handels GmbH.
- 4. Delivery:** The stated delivery time is to be regarded as approximate and subject to the delivery or shipping possibilities of glass IMT Handels GmbH. If the delivery is delayed in whole or in part due to circumstances for which glass IMT Handels GmbH is not responsible, in particular due to non-compliance with the deadlines of suppliers, the delivery time shall be extended by the time of the hindrance. Withdrawal by the customer due to delay in delivery is only permissible after fruitless expiry of a grace period of at least a further 4 weeks set by the customer in writing.
- 5. Transfer of risk:** The transfer of risk of accidental loss and accidental deterioration shall take place upon handover or, in the case of delivery or dispatch of the delivery items, upon handover to the forwarding agent, the carrier or the person otherwise designated to carry out the dispatch. Delivery and dispatch shall in any case be carried out for the account and at the risk of the customer. glass IMT Handels GmbH is only liable if it carries out the transport itself and the damage was caused by intent or gross negligence.
- 6. Retention of title:** Until full payment of the agreed purchase price and all ancillary claims (invoice amount plus any interest, expenses and costs, transport and shipping costs), the delivery item remains the property of glass IMT Handels GmbH.
- 7 Warranty:** All photographs, drawings, dimensional drawings, descriptions, information and data published on the website, in the online shop and in brochures of glass IMT Handels GmbH about the delivery item and its appearance are only approximate and non-binding unless they are expressly made part of the contract. Minor technical and constructive deviations or differences in colour and structure of the materials are to be accepted by the customer. A defect shall only be deemed to exist if the subject matter of the contract does not comply with the contractually agreed properties. Any defects must be reported by the customer to glass IMT Handels GmbH within 5 working days, otherwise the warranty is excluded. Any defects can be remedied by repair or replacement at the discretion of glass IMT Handels GmbH. A shortened warranty period of 1 year applies to used delivery items.
- 8. Guarantee:** If guarantees have been promised, they shall only apply if the products are used properly, in particular if they are installed professionally and cared for properly. The guarantee does not cover wear and tear of any kind or damage. The guarantee conditions of manufacturers apply to guarantees given by them.
- 9. Default of acceptance:** The customer is obliged to accept the delivery - as agreed. If the customer does not accept the contractual item despite a 14-day grace period, glass IMT Handels GmbH is entitled to withdraw from the contract and to claim damages from the customer in the amount of 30 % of the net purchase price. Furthermore, glass IMT Handels GmbH is entitled to charge storage costs in the amount of 2% of the net purchase price per day from the first day of default in acceptance. The goods are stored at the risk of the customer until resale.
- 10. Compensation for damages:** glass IMT Handels GmbH is only liable for damages caused by it through gross negligence or intent. glass IMT Handels GmbH is not liable for cases of slight negligence. This applies to damage caused by defects and consequential damage caused by defects as well as to claims arising from pre-contractual conduct and for damage which did not occur to the delivery item itself, such as loss of production, loss of use, loss of orders, recourse claims by customers, loss of profit as well as for all other direct or indirect damage. The customer's claims for damages shall become statute-barred six months after knowledge of the damage, but in any case three years after the act of infringement has been committed. All claims for damages by the customer are limited to the amount of the respective net purchase price, irrespective of the legal grounds.
- 11. Product liability:** If a claim is made against the customer by a third party due to product liability, a right of recourse against glass IMT Handels GmbH is excluded. The customer assumes the obligation to fully inform all persons to whom he enables the use of the contractual object or to whom he resells it of all available operating instructions, safety regulations and warnings of operating hazards and to transfer such an obligation to purchasers. Protective effects from this contract in favour of third parties are excluded.
- 12. Right of retention:** glass IMT Handels GmbH has a right of retention to all items in its possession due to all its claims against the customer arising from the mutual business relationship, also due to claims from other deliveries and services. In the event of default with an outstanding liability of the customer to the extent of 4 weeks, glass IMT Handels GmbH is entitled to sell the aforementioned items on the open market to cover the outstanding amount.
- 13. Data protection:** The customer agrees that his personal data, such as name, company, profession, date of birth, company register number, powers of representation, contact person, business address and other addresses of the customer, telephone number, fax number, e-mail address, bank details, credit card details, VAT number, are automatically determined, stored and processed by glass IMT Handels GmbH for the purpose of fulfilling the contract and supporting the customer as well as for its own advertising purposes, for example sending offers and newsletters in paper and electronic form, as well as for indicating the existing or previous business relationship with the customer (reference). Furthermore, the customer agrees that his personal data may be included in a customer file until revoked and that he may thus be informed about products, novelties and price promotions.
- 14. Applicable law, place of performance and place of jurisdiction:** Austrian law shall apply to the exclusion of all conflict of law provisions, in particular the UN Convention on Contracts for the International Sale of Goods. The place of performance and jurisdiction for all disputes arising from the contract is the registered office of glass IMT Handels GmbH.