

# GENERAL TERMS AND CONDITIONS

## 1. General information

All services provided to the customer by STRAMAT Vertriebs GmbH - hereinafter referred to as the supplier - are provided exclusively on the basis of the following General Terms and Conditions. Deviating provisions shall only be valid if they have been agreed in writing between the supplier and the customer.

## 2. Conclusion of contract

Only companies (B2B) are entitled to conclude contracts with the provider. A sale to private persons does not take place.

The offers of our online shop on the Internet are a non-binding offer to the customer to order goods in the online shop.

By ordering goods from the online shop on the Internet, the customer implicitly submits a binding offer to conclude a purchase contract.

The supplier is entitled to accept this offer within 14 calendar days by sending an order confirmation. The order confirmation is sent by e-mail, but at the latest upon delivery of the goods. After an unanswered expiration of a 5-day period, the offer is considered rejected.

## 3. Delivery times

All articles are delivered immediately, if available from stock and only while stocks last.

The delivery takes place within Europe. The delivery time is usually 10 working days and begins with the dispatch of the order confirmation. The delivery time is not binding, unless otherwise agreed in writing.

If an item is not available at short notice, we will inform you by e-mail about the expected delivery time, provided we have an address from you.

In the event of delivery delays, such as due to force majeure, traffic disruptions and orders from higher authorities as well as other events for which the supplier is not responsible, no claim for damages can be made against the supplier.

If the delivery is delayed and/or omitted (impossibility) by the fault of pre-suppliers, the provider is not responsible for this.

## 4. Packaging and dispatch

For delivery within Europe and packaging costs, the supplier charges the transport and packaging costs incurred, regardless of the number and weight of the items.

At the request of the customer a transport insurance is concluded. Transport damages are to be reported immediately to the deliverer.

## 5. Prices and payment

5.1. All prices quoted are net prices. Intra-community invoices to companies are issued without VAT. For this purpose, the customer must provide a valid UID number. Otherwise the delivery will be postponed until we have such a number.

5.2. The final prices do not include the costs for packaging and shipping.

5.3. Due to the constant updating of the internet pages of the online shop, information given at an earlier point in time regarding price and quality of the goods lose their validity. Errors and misprints are reserved.

5.4. The price shown at the time of the submission of our written offer shall be decisive for invoicing. The prices are valid for half a year. The date of the offer is decisive.

5.5. The payment of the goods will be on account. Exceptions are only valid if they have been agreed in writing between the supplier and the customer.

5.6. The customer is obliged to pay the invoice amount within the payment period indicated on the invoice after receipt of the goods.

5.7. If the customer has not complied with his payment obligation after expiry of the period mentioned in paragraph 6, the provider reserves the right to charge the customer additional reminder and processing fees resulting from this.

5.8. If the customer defaults on payment, the provider is entitled to charge interest on arrears at the legally prescribed rate. The right of the provider to assert any further claims for damages remains unaffected.

## **6. Retention of title**

The ordered goods remain the property of the supplier until full payment has been made (reservation of title). In case of default of payment by the customer, the supplier is entitled to take back the goods. This does not constitute withdrawal from the contract, unless this is expressly declared.

## **7. Warranty**

7.1. The claims of the customer against the provider based on a defect of the goods are in accordance with the statutory provisions.

7.2. The customer undertakes to examine the goods on receipt for any defects and to inform the supplier immediately if such defects are detected. If the customer should discover at a later date that the goods are defective, he is obliged to inform the supplier immediately after discovery of the same. If the customer fails to report a defect, the goods are considered accepted.

7.3. Damage caused by the customer through improper handling or handling contrary to the contract does not count as a defect in the goods. Decisive for the inappropriateness and lack of conformity to the contract are the specifications of the manufacturer of the goods.

7.4. The warranty period is one year. It begins with the receipt of the goods.

7.5. The warranty shall expire in any case in case of interventions, repairs or attempted repairs by the buyer or unauthorized third parties.

## **8. Limitation of liability**

Unless otherwise stated below, further claims of the customer, regardless of the legal grounds, are excluded. The provider is therefore not liable for damages that have not occurred to the delivery item itself; in particular, the provider is not liable for lost profits or other financial losses of the customer. As far as the contractual liability of the Provider is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

The above limitation of liability does not apply if the cause of damage is based on intent or gross negligence or if personal injury is involved. Furthermore, it shall not apply if the customer asserts claims regulated by law.

The provisions of the Product Liability Act remain unaffected by this. If the provider negligently breaches a material contractual obligation, the obligation to pay compensation for material damage is limited to the damage typically incurred.

The period of limitation is two years. The period begins with delivery of the item.

## **9. Data protection**

The customer agrees that his personal data received by the provider within the framework of the business relationship may be stored and processed electronically. It is pointed out that in the sense of this provision, data collected and processed exclusively for the purpose of providing services, in particular for the purpose of order processing and accounting. The provider will not pass on customer data to third parties.

## **10. Copyright**

All displayed third-party logos, images and graphics are the property of the respective companies and are subject to the copyright of the respective licensors. All photos, logos, texts, reports, scripts and programming routines presented on these pages, which are our own developments or have been prepared by us, may not be copied or used in any other way without our consent. All rights reserved.

## **11. Place of jurisdiction**

11.1. Place of jurisdiction is AT-6900 Bregenz (Austria)

11.2. All disputes that may arise from this legal relationship shall be governed by Austrian law to the exclusion of the conflict of laws rules. The application of UN sales law is excluded.

## **12. Validity of the general terms and conditions (GTC)**

With an order the customer accepts the general terms and conditions of the provider. Should a provision of these General Terms and Conditions of Business be void, for whatever reason, the validity of the remaining provisions shall remain unaffected. Oral agreements require written confirmation to be effective.

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