

# General terms and conditions (GB)

## 1. Applicability:

All our deliveries and performances take place exclusively on the basis of these general terms of trade.

## 2. Delivery:

We will try our best to deliver the goods as quickly as possible, but must rule out any liability for possible delays in delivery. Our delivery commitment depends on the complete and correct supply to ourselves. We are entitled to render partial deliveries and services, and may also bill proportionally for the same.

## 3. Prices:

The agreed prices are net prices plus the legally applicable VAT rate valid at the time of provision of the services. We apply the conditions that have been agreed with one of our employees. These conditions also apply to any other ordering method (personal, Telephone, fax, mail, etc.).

## 4. Reservation of title:

All goods delivered to one of our customers remain in our property until full payment of all outstanding debts of the customer resulting from the business relationship with us. Up to this time we are also entitled, but not obliged, to reclaim the goods by the buyer (customer), even if the goods wholly or partly have been processed. The buyer (customer) shall be obliged to surrender the goods. In the event that the buyer sells the reserved goods alone or together with goods not owned by us, the buyer already now assigns to us the claims resulting from the resale in the amount of the value of the reserved goods together with all ancillary rights and with priority over the rest. During such period of reserved ownership, the buyer is not entitled to repledge or transfer ownership by way of security of goods delivered. We must be apprised without delay of any attachments and every type of restriction pertaining to our property.

## 5. No representation:

The product descriptions on the respective Internet, such as illustrations, Drawings, descriptions, dimensions, weight, performance and consumption data are not to be understood as representations of properties and subject to change. We reserve the right to make modifications to our products, especially those based on technical improvements or continued development. A guarantee for correctness of the publications, particularly concerning price quotations, specific data or of other closer information cannot be granted, in spite of careful investigation.

## 6. Liability and warranty:

Our products are constantly being monitored and improved. Nevertheless, we cannot completely rule out errors or defects. If something should not be in order, so we ask you to send us the goods for inspection. As far as defect in goods, represented from us, is present, we are entitled to supply a replacement item. Can we find any such defect, we will return the goods to you at your expense. The pre-contractual, contractual and non-contractual liability of Drop it GmbH shall only exist in cases of date: 10-2015

intentional or grossly negligent behaviour on the part of Drop it GmbH or its servants and agents. Warranty claims of the customer are to be made promptly in writing within the meaning of §377 and §378 UGB. The buyer is obliged to allow us to check the delivered goods in the case of alleged defects. The assignment of warranty claims to third parties is not authorised.

## **7. Terms of delivery and payment:**

The following conditions apply to all our offers, sales and deliveries, unless otherwise expressly agreed between us and the purchaser (written agreement). Both the general terms and the special agreements recognize the customer explicitly.

Our quotation shall remain binding for a period of three weeks from the date of its issuance. If no special offer available, the prices applicable on the day of delivery according to our price list shall apply. They are based on the calculation documents valid at this time.

We reserve the right to increase our prices by a reasonable amount if, after the contract has been concluded, increases in costs come about, particularly increases in material prices and wages, including price increases by our suppliers. If the customer submit incorrect documents, he is liable for these defects and the resulting costs incurred by us.

Stated delivery times are to be considered approximate and non-binding. We reserve the right to choose the delivery and shipping options. The purchaser is not entitled to withdraw from the purchase if the delivery time is exceeded. Claims for compensation for default in delivery shall be excluded. Also these delivery and payment apply to special projects and/or special items. The adoption of goods takes place by delivery or by order confirmation. We reserve the right of partial deliveries. The ordered goods come at the expense and risk of the recipient for delivery. The packaging will be invoiced separately and will not be returned. Acts of God release us from our contractual delivery obligations without additional claims on the part of the purchaser. Claims may only be made if they are received by the seller in writing and clearly described within one weeks of receipt of the goods and provided that the goods are still in the condition in which they were delivered. If the customer is a consumer under the Consumer Protection Act, the statutory warranty periods apply. For justifiable complaints we are entitled to determine the kind of subsequent fulfilment (replacement, subsequent improvement) in view of the circumstances to the kind of defect and the justifiable interest of the customer. Further claims we reject.

## **8. Payment period:**

### **14 days net**

If the maximum payment period is exceeded, we need to interest at the rate of 12% per annum charge. The contracting party is not entitled to set off claims or assert any right of retention, particularly in the event of notification of defects. Any objections to the invoice shall be made without delay in writing. The invoice is deemed accepted no later than ten (10) days after the invoice date. Receipt of payment is regarded as that day, upon which the payment is actually received by Drop it GmbH; in the case of a bank transfer, cheque or exchange, this will be the date upon which the payment was credited to Drop it's banking institution.

If exchanges become subject to protest, or if we become aware of any other circumstances that bring the creditworthiness of the customer into question, then we are entitled to regard the entire debt date: 10-2015

owed by the customer as due, even if checks have been accepted. We are also entitled in this case to reclaim the not yet paid goods for the buyer with costs. A Customer in delay shall bear all costs of reminders for outstanding invoices, expenses of collection, inquiries or requests for information. The delivered products shall remain the property of Drop it GmbH until any and all claims Drop it GmbH arising under its business relationship with the Customer have been fully paid even if the single product has been paid. Place of performance for deliveries as well as payment shall be Graz, place of jurisdiction for both parts is Graz.

(Date 10-2015)