

Sales terms and delivery conditions

1. GENERAL

By ordering goods offered by AMARI Austria GmbH, hereinafter referred to as AMARI, these Terms and Conditions of Sale and Delivery shall become an integral part of the legal transaction resulting from the order and shall be deemed to have been agreed between the contracting parties as authoritative for the legal transaction – the validity of any terms and conditions of purchase of the Buyer shall therefore be deemed to be excluded.

2. INITIATION OF BUSINESS / CONCLUSION OF CONTRACT

Our offers are made in writing. These are non-binding - unless otherwise agreed.

The contract is concluded with a written declaration of acceptance on our part in the form of an order confirmation - the contractual partner undertakes to check this order confirmation immediately. If he does not object within 3 working days, unless otherwise agreed, our order confirmation shall be deemed to be correct and fully accepted.

If we determine a necessity and/or usefulness as well as reasonableness, we reserve the right to unilaterally make changes to designs, dimensions and weights. This shall be done with the best possible protection of the legitimate interests of the contractual partner.

If the final contract is not concluded, we reserve the right to charge for the expenses already incurred (cost estimates, plans, etc.).

3. PLANS / DOCUMENTS

Any information on product characteristics, regardless of the form of publication (brochures, advertisements, website, etc.), shall be deemed non-binding until the order confirmation has been confirmed.

Our documents (plans, factory certificates, static calculations, etc.) must be checked immediately upon receipt by our contractual partner (see point 2, second paragraph).

If third parties are involved in the processing of the order, our liability is limited to gross negligence in the selection of these third parties - thus their correctness and completeness of content is excluded.

4. PLACE OF FULFILMENT

The place of performance for all rights and obligations arising from the purchase, including payment, shall be St. Johann im Pongau or, if the goods are collected from AMARI's warehouse in Vienna, the location of the warehouse.

5. WEIGHTS

Deviations in weight from offers and order confirmations of up to +/- 10% shall be deemed permissible and the buyer waives the right to assert any claims arising from such deviations.

6. DELIVERIES

Agreed delivery dates are subject to the fulfillment of all obligations of the Buyer arising from the legal transaction that are due by the respective delivery date. AMARI is therefore not in default of delivery as long as the Buyer has not fulfilled all its obligations arising from the legal transaction up to the delivery date.

In the event of a delay in delivery by AMARI, the Buyer shall remain obliged to accept delivery. Only after the fruitless expiry of a grace period of at least 4 weeks set by the Buyer shall the Buyer be entitled to withdraw from the contract. AMARI shall not be liable for delays in delivery due to slight or gross negligence and the Buyer waives the right to assert any claims due to negligent delay in delivery by AMARI.

The costs of shipment/transport shall in any case be borne by the Buyer. The risk of shipment/transport shall in any case be borne by the Buyer.

7. PRICES / TERMS OF PAYMENT

Quoted prices are ex works or ex warehouse, unpacked, duty unpaid, untaxed and excluding VAT (net).

In the event of unforeseen circumstances occurring at the time of delivery which are beyond our control or cannot be influenced by us and which lead to a change in the calculation, we shall be entitled to increase the prices accordingly.

Unless otherwise agreed, invoices are due for payment within 10 days of the invoice date. Checks and bills of exchange shall not be considered as payment until they have been cashed.

If our contractual partner is in default with an agreed payment or other service, we may either withdraw from the contract immediately (i.e. without setting a new grace period) after setting and expiry of a reasonable grace period or insist on fulfillment of the contract and

- postpone the fulfilment of our own obligations until settlement of the overdue payments or other services,
- claim a reasonable extension of the delivery period,
- demand payment of the agreed remuneration still outstanding,
- charge interest on arrears from the due date at the rate applicable to business transactions, including any expenses incurred as a result, as well as dunning and collection costs (in accordance with §§ 456, 458 UGB).

Offsetting with counterclaims of the Buyer against AMARI is excluded unless the Buyer's counterclaims have been recognized in writing or have been legally established.

8. RETENTION OF TITLE

The goods shall remain the property of AMARI until full payment of purchase including all ancillary claims.

As long as the retention of title exists, any sale, pledging, transfer by way of security or other transfer of the goods is not permitted. If the goods delivered under retention of title are seized by a third party, the Buyer must inform AMARI immediately in writing. In the event that the Buyer resells the goods notwithstanding the retention of title, the Buyer assigns its claim from the resale to AMARI in the amount of AMARI's outstanding claim, including ancillary charges, on account of payment and AMARI accepts this assignment.

If the buyer is in default of payment, he undertakes to deposit the goods owned by Amari upon first request at a place determined by Amari to secure the property of Amari or to send them to an address to be determined by Amari.

The buyer grants AMARI irrevocable permission to enter its land, buildings and other premises where the goods are or may be located and to have them opened if they are blocked. The Buyer expressly declares that it will not derive any legal consequences of any kind whatsoever from this and in particular waives the right to bring any action for disturbance of possession.

Any costs and cash outlays (e.g. investigation of whereabouts, transportation, gaining access, etc.) associated with the assertion of the retention of title in the event of default shall be borne by the Buyer.

9. WARRANTY

AMARI provides a warranty for the products supplied - only within the scope of the specified product properties or for those properties that are required of the product when used properly and for the intended purpose. Claims due to defects following self-assembly, improper storage by the customer or damage caused by mechanical influences within the customer's sphere of influence are excluded.

The warranty period shall be 12 months in the case of a business-related transaction for both contracting parties.

Our contractual partner undertakes to inspect our services in the most careful manner immediately upon receipt and to notify us of any defects in writing - this must be done within 3 working days, otherwise any warranty remedies shall lapse.

If the contractual partner asserts justified warranty claims in due time, we shall be obliged (within the meaning of Austrian Civil Code) to improve or replace the goods in order to avert a request for conversion by means of a price reduction – provided that the defect is not significant and irreparable.

10. APPLICABLE LAW / PLACE OF JURISDICTION

Austrian law shall apply to all contracts with AMARI and to legal disputes arising from these contracts, including those concerning the existence or non-existence of a contract and its prior and subsequent effects, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of Austrian private international law.

For all legal disputes, the jurisdiction of the competent court at the registered office of AMARI shall be deemed agreed.

11. FINAL PROVISIONS

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract.

The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete.

There are no verbal collateral agreements. Amendments and additions to these terms and conditions, the contract - including other documents - must be made in writing in order to be valid. This also applies to any deviation from this provision itself.