



TERMS AND CONDITIONS OF SALE AND DELIVERY (T&CS)

I. Scope

The deliveries, work and services and offers of our Company are made exclusively on the basis of these T&Cs, regardless on the type of legal transaction. All our private law declarations of intent are to be interpreted on the basis of these T&Cs. We do not recognise any terms and conditions of the Customer that are contradictory to or differ from our T&Cs, unless we have explicitly agreed to their applicability in writing. Contract performance negotiations by us are not deemed to be consent to contractual terms and conditions differing from our T&Cs. These Terms and Conditions of Business apply as a Framework Agreement for all other legal transactions between the Parties to the Contract.

II. Contract Formation, Offer, Quotation

- a) Verbal pledges, ancillary agreements and such like differing from these T&Cs or other written declarations of intent made by us, especially those submitted by sellers, deliverers, installers, are not binding for us. The contents of the brochures, advertising announcements, etc. used by us do not become part of the Contract, unless explicit reference has been made to them. The usual industry tolerances are to be allowed for in all our offers and all documents. We reserve the right to make design-related changes.
- b) Each order requires an order confirmation in order for a Contract to be formed. Sending or handing over the goods ordered by the Customer also brings about the formation of the Contract. For all orders, the contents of our order confirmation is deemed to be agreed, if the Customer does not submit written objections within 24 hours of receipt or makes changes to the order.
- c) The Quotations prepared by us are without commitment and non-gratuitous, unless agreed otherwise in writing. A charge paid for the quotation will be credited to the Customer, if an order is placed on the basis of the quotation.

III. Price

All prices named by us, unless explicitly noted otherwise, are net prices and do not include VAT. If the wage costs change between the formation of the Contract and delivery due to collective bargaining arrangements in the industry or in-house agreements or should other cost centres relevant for the estimating or costs for the provision of service, such as those for materials, energy, transport, third party work, financing, etc., change, we are entitled to increase or reduce the prices accordingly.

IV. Payment Terms, Interest on Delayed Payment

- a) Unless agreed otherwise, our accounts receivable are to be paid in cash, matching payment with delivery, in exchange for handover of the goods. Our invoices are due for payment from acceptance of the goods. Without special agreement, the deduction of a payment discount is not permitted. In case of delay in payment, including part payments, any discount agreements become invalid. Payments made by the Customer are not deemed to be paid until they have been credited to our business account.
- b) In case of delay in payment, we are entitled to charge interest on delayed payment equal to 9,2% per annum from the due date. We reserve the right to make further claims, in particular the entitlement to higher interest from the Compensation heading.

V. Withdrawal from Contract

- a) Apart from the general statutory provisions, in the event of default in acceptance (Section VII) or other important reasons, in particular the opening of bankruptcy proceedings regarding the assets of a Contractual Partner or refusal of an insolvency petition due to the lack of cost-covering assets, we are entitled to withdraw from the Contract. In the case of withdrawal we can choose between a lump-sum compensation, regardless of culpability, of 30 % of the gross invoice amount, which is not subject to the court's right to reduce or abate, or to request reimbursement of the actually incurred loss.
- b) In the case of the Customer's payment delay in payment or in the event of circumstances becoming known, which are suitable for reducing creditworthiness, e.g. in case of protest of a bill, legal actions or enforcement procedures, we are released from all further service and delivery obligations and are entitled to withhold any outstanding deliveries or services and to require advance payments or collateral or - if applicable after setting a reasonable grace period - to withdraw from the Contract. In the case of withdrawal, the provisions of Clause V.a) of these T&Cs shall apply. In the event of the circumstances listed under Clause V.b), all our accounts receivable are due for immediate payment, without any regard to agreed due dates.
- c) If the Customer withdraws from the Contract - without being entitled to do so - or if they seek to have the Contract cancelled, we have the choice between insisting on contractual performance or agreeing to the cancellation of the Contract; in the latter case the Customer is obliged, to pay lump-sum compensation, regardless of culpability, equal to 30 % of the gross invoice amount, which is not subject to the court's right to reduce or abate, or the actual loss incurred, as chosen by us.

VI. Dunning and Collection Expenses

In case of delay of payment, the Customer shall reimburse us for all dunning expenses incurred equal to the lump-sum amount of euro 10.00 plus postage for each reminder and the sum of euro 15.00 per half-year for continual updating of the debt relationship in the dunning procedures. In addition, all necessary out of court and court dunning and collection expenses incurred by us for expedient assertion of our legal claims shall be reimbursed, e.g. the scheduled costs of a lawyer.

VII. Delivery, Transport, Delayed Acceptance

- a) Our sales prices do not include any costs for assembly or installation. Within the tour area of our scheduled delivery service, goods are delivered free but are not unloaded. Direct deliveries to private customers are not possible. At the request of the Customer, the goods can be dispatched by post, rail, express, delivery service, etc. at the cost and risk of the Customer. Insurance against (transport) losses of any kind whatsoever is only taken out if ordered by the Customer and charging on of the costs incurred.
- b) If the Customer fails to accept the goods as agreed (delayed acceptance), we are entitled either to store the goods on our premises, for which we will invoice a storage charge of 0.1 % of the gross invoice amount per started calendar day or have them stored by an authorised trade professional at the cost and risk of the Customer. At the same time we are entitled either to insist on contractual performance, or after setting a reasonable grace period, to withdraw from the Contract and to turn the goods to account elsewhere.
- c) Unless it is disposable packaging, the packaging remains our property. The Customer is obliged to return the packaging immediately. This applies especially to returnable racks. If the packaging is not returned immediately, we charge a usage fee of 0.1% of the gross invoice amount per started calendar day.

VIII. Transfer of Risk

Notwithstanding the statutory provisions, the risk of accidental loss or accidental worsening is in any event transferred to the Customer with the handover to the transporter - even for delivery free to destination.

IX. Delivery Period

- a) We are not obliged to provide contractual performance until the Customer has met all their obligations necessary for the performance, in particular until they have fulfilled all technical and contractual details, preliminary work and preparatory measures.
- b) We are entitled to exceed the agreed dates and delivery periods by up to six weeks. Only after this period has expired, and after setting a reasonable grace period, can the Customer withdraw from the Contract.
- c) In case of events which have a negative effect on our ability to delivery, e.g. delayed delivery by our suppliers, strikes, disasters, we are entitled to extend the delivery periods by a period of two months, without the Customer being entitled to withdraw from the Contract or to receive compensation.

X. Place of Performance

The place of performance is the place in which our Company has its registered offices, in 8054 Graz.

XI. Minor Changes in Performance

Minor or other changes to our obligation to deliver and provide work and services that our Customer can be reasonably expected to accept, are deemed to be approved in advance. Differences in dimensions, contents, thicknesses, weights and colours due to the manufacturing process are allowable within the scope of the industry's usual tolerances and are deemed to be approved in advance by the Customer and therefore do not constitute a defect. We do not provide any warranty for products outside our standard versions and dimensions, with possibly limited function. Textiles, coatings and wearing parts are subject to technical, natural change due to UV radiation, heat and water effects, which can result in elongation, shrinkage and fading.

XII. Warranty, Duty to Examine and Notify of Defects

- a) Our warranty obligation only extends to the quality required under Austrian and EU standards.
- b) We fulfil the warranty claims of the Customer if a correctable defect exists, either by replacement, repair within a reasonable period or price reduction, as chosen by us. Claims for compensation made by the Customer, which aim to have the defect corrected, cannot be made until we are late in fulfilling the warranty claims.



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- c) The Customer always bears the burden of proving that the defect already existed on handover of the goods. We are entitled to assign to the Customer our warranty claims against our suppliers. With this assignment we are released from our warranty obligation.
- d) The goods must be examined without delay following delivery. Any defects found are to be reported to us in writing immediately, however, within two days of the delivery at the latest, giving details of the type and scope of defect. Concealed defects are to be reported in writing immediately, however, within two days of their discovery at the latest. Shortfalls and transport damage must be noted on the delivery note or transport document on accepting the goods and must be confirmed by the driver. If a defects notice is not issued or is not issued in good time, the goods shall be deemed to be approved.

XIII. Compensation

- a) All claims for compensation made against us in cases of slight negligence are excluded. The aggrieved party shall prove the existence of slight or gross negligence. Claims against us for indirect losses and loss of earnings are excluded
- b) Claims for compensation expire 6 months from the date on which knowledge of loss and originator of the loss. The absolute limitation period for compensation claims is ten years from the transfer of risk. The compensation provisions contained in these T&Cs or other agreed provisions apply even if the claim for compensation is made alongside or instead of a warranty claim.

XIV. Product Liability

Recourse claims as defined in § 12 of the Austrian Product Liability Law (Produkthaftungsgesetz) are excluded, unless the regress beneficiary proves that the error was caused within our area of responsibility and was at least due to gross negligence.

XV. Reservation of Title and Assertion of Title

- a) All goods and property are delivered by us subject to reservation of title and remain our property until payment in full including all incidental receivables. In the case of a current invoice, the reserved title serves as collateral for our receivables balance.
- b) In the event of reclamation or taking back of the property subject to reservation of title by us, a withdrawal from the Contract only exists if it is expressly declared. In the case of the taking back of goods - notwithstanding further claims - we are entitled to pass on any transport and handling expenses incurred by us.
- c) If the Purchaser processes or uses the goods or property delivered by us before fulfilling all our receivables, they do not acquire title as a result. We acquire joint title to the resulting new property in proportion to the value of the goods delivered by us to the other goods processed at the time of processing or use.
- d) The Purchaser may neither pledge or assign by way of collateral the goods subject to retention of title. In the event of any seizure or other claims made by third parties, the Purchaser is obliged to claim our title to the goods and to inform us immediately.
- e) The Customer bears the full risk for the goods subject to retention of title, especially for the risk of destruction, loss or worsening.

XVI. Assignment of Receivables, Exclusion of Set-Off

- a) In the event of delivery subject to reservation of title the Customer herewith assigns to us, by way of payment, all their receivables from third parties, insofar as these arise through sale or processing of our goods, until final payment of our receivables. If the Customer is in arrears with their payments to use, the sales revenues received by them shall be separated out and the Customer only holds these in our name. All claims against an insurer are herewith assigned to use within the limits of § 15 VersVG (Austrian Insurance Law).
- b) Accounts due from us may not be assigned without our express consent.
- c) The customer can only offset their accounts due, especially those arising out of the delivery of goods, against our receivables if we have expressly recognised these accounts due in writing and they are due for payment.

XVII. Withholding

In the event of a justified complaint, except in cases of reversed transaction, the Customer is not entitled to withhold the whole gross invoice amount, only a reasonable part of it.

XVIII. Default

If the Customer is obliged to settle their payment obligation in part payments, it is deemed agreed that in the event of late payment of only one instalment, all outstanding part payments become due for payment immediately without any further setting of a period of grace.

XIX. Choice of Law, Jurisdiction

Austrian law applies. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded explicitly. The Contract language is German. The Parties to the Contract agree Austrian, national jurisdiction. The competent court in 8054 Graz, where our Company has its registered offices, is solely locally responsible for deciding all disputes arising out of this Contract.

XX. Data protection, Address Change and Copyright

- a) The customer grants consent that personal data that is contained or which emerges in contracts or in the course of electronic or telephone communication which is necessary for managing the business relationship may be stored and processed by us with the help of automatic processing technology. The type and duration of processing shall be oriented to the legal framework conditions of data protection law as well as the legally prescribed and other rights and duties of preservation. You will find the current privacy policy at https://www.woundwo.com/en_gb/privacy-policy. We expressly draw your attention to the fact that your data may be transferred to companies in the **WOUNDWO** Group insofar as this is necessary for fulfilment of a contract or for compliance with statutory regulations. Details relating to this are also stated in our privacy policy. If you provide us with data of third parties (e.g. address of an end customer), you declare by so doing that you are authorized to disclose this data to us and that we may process the data as explained above. If such a third party addresses enquiries to us under the GDPR, we shall refer them to you and cooperate in the process of responding to the enquiry with reasonable cost reimbursement.
- b) The Customer is obliged to notify us of their change in residential or business address, as long as the legal transaction that is the subject matter of this Contract is not performed in full by both Parties. If the Customer fails to notify us, statements sent to the Customer are deemed to have been received if they are sent to the last known address.
- c) Plans, sketches and other technical documents, as well as samples, catalogues, brochures, illustrations and such like always remain our intellectual property; the Customer receives no rights of exploitation or use of any kind whatsoever.

XXI. Guarantee

Any guarantee provided by us regarding the products' freedom from defects must be provided in writing in order to be valid. Any guarantee provided by us becomes invalid if handling, installation and use or care and maintenance regulations are not complied with. Should individual provisions of these T&Cs be or become wholly or partially invalid or infeasible, the validity of the remaining terms and conditions shall be unaffected.

T&Cs valid from 01. 12. 2018

Taken note:

Place, date

Company, name

Stamp and signature

