

# General conditions of sales, 01.01.2022

## Neuhof Holz GmbH. (hereinafter called „Contractor“)

### 1. Scope of Application:

These Terms of Sale and Delivery shall apply to this order as well as to all future orders, of-fers, sales and deliveries unless provisions deviating from these terms have been agreed upon in writing. Oral agreements shall not be valid.

### 2. Orders and Offers

2.1 The Contractor shall be liable for performances only to such an extent as has been expressly agreed upon in writing. A duty to warn or an obligation shall be generally excluded. Desires to change orders and offers shall be subject to a separate agreement in writing.  
2.2 Orders shall be binding on the Contractor only after having been confirmed in writing by the Contractor.  
2.3 Any measurements and capacities of the goods quoted in all offers and order confirma-tions shall be considered as approximate. In particular, no goods can be rejected on the grounds of minor deviations, customary in trade and technologically unavoidable, concerning quality, colour and design of said goods. Moreover, the Contractor expressly reserves the right to minor deviations from illustrations, drawings and specifications.  
2.4 Any offers shall be prepared at the currently valid costs of material and wages.  
2.5 Any offers, in particular documents attached thereto, etc. shall remain the property of the Contractor and said offers and documents must not be copied, nor reproduced, nor made available to any third party without the Contractor's prior consent.

### 3. Terms and Conditions of the Customer

Terms and Conditions of the Customer shall not apply. Once the order has been placed with the Contractor, the Terms and Conditions of the Customer shall no longer apply therefore, neither for the current order, nor for any future orders, even if in individual cases these Terms of Sale and Delivery should not be the basis of said orders. As soon as the order has been placed these Terms of Sale and Delivery shall be acknowledged by the Customer, how-ever, by no later than the time at which the confirmation of order is signed.

### 4. Customer's Duty to Cooperate

Individual offers shall be prepared exclusively on the basis of type and scope of the complete information (dimensions, shapes, etc.), documents (designs, drawings, etc.) and possible supplementary material to be provided by the Customer.

### 5. Delivery

5.1 The period of delivery shall start as of the date on which the Contractor has received the signed order confirmation. The period of delivery shall be stipulated for each individual case upon conclusion of the order.  
5.2 All delivery dates quoted shall be non-committal. To the extent the Contractor does not keep the delivery dates, the Customer may request the Contractor to declare whether he wants to cancel the order or whether he wants to deliver within a reasonable period. Unless the Contractor gives this declaration within a reasonable period of at least fourteen (14) days, the Customer may cancel the order. In no case shall the Customer have the right to hold the contractor liable for a damage possibly arising therefrom. Claims of the Customer on the grounds of delivery dates not kept by the Contractor out of negligence shall be excluded.  
5.3 Should the delivery be delayed or become impossible as a result of force majeure (e.g. strike, fire, war, transportation disruptions, disease, pandemics, theft, technical issues in the production plant, resource shortages, etc.) - even if these occur for a sub-supplier or a sub-contractor - or for reasons beyond the Contractor's scope of influence, such as because of delayed completion of preparatory work by the Customer, the Contractor shall not be liable.  
5.4 If it becomes temporarily impossible, either wholly or partially, for the Contractor to provide the service as a result of force majeure or any other unforeseeable and extraordinary circumstances, through no fault of its own, or if this should be considerably impeded for these same reasons, any agreed service deadline shall be extended by the duration of this hindrance. This shall also apply to any deadline set by the Customer for the service, specifically-also including grace periods. The Customer is not entitled to withdraw from the Contract or claim for compensation be-fore this extended service deadline passes. The exclusion of the right to withdraw from the Contract shall lapse if the hindrance of services lasts more than three months. In this case, the Contractor is also entitled to withdraw. Force majeure events specifically include war, war-like conditions, import and export embargoes, blockades, forces of nature, disease, pandemics and extreme weather conditions. Other unforeseeable and extraordinary circum-stances, through no fault of either party, specifically include: operational breakdowns, delays in resource delivery, strikes and other industrial action, even where these occur for the supplier's sub-suppliers. The Contractor shall inform the Customer of the beginning and end of these hindrances.  
5.5 Partial deliveries, respectively premature deliveries by the Contractor shall be permitted.  
5.6 All dispatches shall be to the Customer's account.  
5.7 On transferring the goods to the forwarding agent, respectively to the carrier, however no later than the goods leave the plant or the warehouse, the risk shall pass to the Customer regardless of who bears the freight costs. In any case insurance shall only be effected if expressly requested by the Customer and in the Customer's name and for his account.  
5.8 If the goods are dispatched on trucks pertaining to the manufacturing plant or on trucks of a forwarding agent, unloading the goods and taking them to their final place of destina-tion shall be the responsibility of the Customer, respectively the recipient, even if the goods are delivered free Customer's address. Should the goods not be taken charge of upon deliv-ery, the Contractor shall have the right to unload and/or warehouse the goods appropriately at the expense of the Customer.  
5.9 Deliveries delayed due to incorrect, incomplete instructions and/or instructions changed at a later date shall never be the responsibility of the Contractor and can in no case lead to a default. Additional costs arising from such cases shall be borne by the Customer.  
5.10 Should dispatch be impossible for reasons not attributable to the Contractor, risk shall pass over to the Customer upon receipt of the report of Contractor's readiness to dispatch.

### 6. Taking Charge of the Goods

6.1 The obligation of the customer to take charge of the goods without undue delay; he shall not be entitled to refuse taking charge of the goods for immaterial defects. Should the Customer refuse to take charge of the goods on the grounds of immaterial defects or for whatever other reason, the goods shall be deemed to have been duly taken charge of upon delivery to the Customer's site. Sentence 2 of sub-section 5.6 shall apply mutatis mutandis.  
6.2. In the case of call-up orders, the Customer shall undertake to accept the goods by no later than 14 days following readiness. Otherwise, the goods shall be dispatched automati-cally and, in a case of refusal to take acceptance, placed in storage (even public storage) at the Customer's expense. The delivery shall then be deemed to have been performed.

### 7. Warranty, Notice of Defects, Liability

7.1 While the Contractor is otherwise released from the obligation to perform, the Customer is obligated to inform the Contractor promptly, no later than within fourteen (14) days after delivery respectively taking over of the goods by the contractor, in writing and in a sufficient additional copy, of any claims, in particular of defects, but also of dam-age claims insofar as they are not excluded by subsequent provisions, regardless of whether the goods have been taken over by the Customer with reservations, and the Customer is fur-ther obligated to give the Contractor or a third person authorized by the Contractor the op-portunity to carry out an inspection of the goods objected to and to make a report in writing.  
7.2 For unobjectionable workmanship and functioning of the goods, the Contractor shall give a warranty period of three (3) months. The warranty period shall start as of the date the goods are delivered or taken charge of. During said period, defects attributable to faulty ma-terial, defective workmanship and defective construction shall be remedied by the Contractor free of charge.  
7.3 The warranty and liability within the framework of the above conditions shall become void if the delivered goods are modified and / or processed and / or improperly handled.  
7.4 The Contractor shall only be liable under mandatory law. Liability for consequential damage shall be excluded altogether. Should the Contractor be held liable by any third party, the Customer shall indemnify the Contractor to the extent that the Contractor is not liable under this provision.  
7.5 In case of damage caused in transit, the Customer shall require immediately after deliv-ery and taking over of the goods from the carrier in charge to inspect and document the damage (note on bill of delivery and on transport document). The deadline for notifying the carrier by mail of any damage not visible externally is four (4) days after having received the consignment. Missing cargo has to be reclaimed immediately from the carrier before taking over the goods.

### 8. Exchange of Goods

Taking back or exchanging goods shall be generally excluded. For any return or exchange of goods agreed upon separately, a handling charge in the amount of the costs accrued for the Contractor is understood to have been agreed. Any transport costs arising thereby for the Contractor shall also be charged to the Customer's account.

### 9. Prices, Payment and Period of Payment

9.1 Any invoices are payable net within 30 days of invoice date, even if complaints - in par-ticular notices of defect - have been filed. Offsetting the Customer's receivables against payments of the purchase price due to the Contractor shall not be permitted.  
9.2 If payment is made within 8 days of the invoice date and all invoices dated before this period have been settled, the Contractor shall grant a 2 % discount; however, this shall only apply if settlement has actually taken place within the period granted (this means that the entire invoice amount must have been credited to the Contractor's account), the deductions made correspond to the respec-tive agreement and there are no other amounts outstanding.  
9.3 In case of default, dunning costs (currently € 11.00) shall be charged per reminder. In case of delay in payment caused by the Customer, the legal rate of interest according to § 456 UGB shall be charged. This lies 9.2 % above the base rate on the last calendar day of a six-month period valid for the coming six month. A claim for dunning costs and default in-terest shall exist regardless of any fault on the part of the Customer.  
9.4 Until all outstanding amounts including dunning costs and default interest have not been paid, the Contractor shall not be obligated to make any further deliveries under a current order, however in such a case the Contractor may require, prior to delivery, a guarantee for the purchase price resulting from said delivery.  
9.5 All payments shall be made in euros. The prices quoted are understood ex principal place of business, respectively ex branch office of the Contractor.  
9.6 Should the Contractor's costing data increase on the day the goods leave the premises of the Contractor, the Contractor shall have the right to also increase the prices even if pre-payments have been made. This provision shall apply for example to price increases on the part of the sub-suppliers, and in general to increase of material as well as to pay rises, etc.  
9.7 To the extent that the Customer is in default in payment to the Contractor in connection with this order or a previous or a later order, all receivables of the Contractor shall become due in full with immediate effect and can be claimed by the Contractor without sending a reminder or setting a grace period. In such a case the discounts stated in the invoices as well as discounts agreed to be credited at a later date, other deductions and rebates or re-imbursments shall be forfeited. The same shall apply if the Contractor's assets have been subjected to insolvency proceed-ings (e.g. bankruptcy and composition proceedings) or if a bankruptcy petition has been dis-missed for lack of cost covering assets or if the prerequisites for opening such proceedings, respectively for dismissing such a petition exist or if the Customer has suspended his pay-ments or fails to honour cheques and bills of exchange given by him on their due dates.  
9.8 Cheques and bills of exchange will be accepted by the Contractor only upon special agreement and only on account of payment. Bill charges and discount charges shall be borne by the Customer.  
9.9 In case of defaulting payment, the Contractor reserves the right to assign or to sell ac-counts receivable to a factoring agency, respectively to entrust a collection agency with the collection of said accounts receivable and/or to forward them to the Contractor's agent for collection. The expense of collection shall be borne by the Customer.  
9.10 Without prejudice to any stated purpose of use, payments shall be used in the first place to cover agreed ancillary costs, in particular default and bill discount interest, dunning costs, collection fees and other expenses, attorney's fees in particular. Any residual amount shall be appropriated to the accounts receivable longest due for deliveries and services (the so-called principal amount).  
9.11 Any fees in connection with letters of credit, cheques and bills of exchange shall be paid by the Customer. Whenever possible, letters of credit are to be opened at the Contractor's bank, which currently is Sparkasse Frankenmarkt AG.

### 10. Accounting

From the moment the Customer is obligated to take charge of the goods, the Contractor is entitled to render an account.

### 11. Reservation of Title

11.1 Title to the goods shall not pass until the purchase price, as well as all ancillary costs have been paid in full and until all claims under any past and future deliveries of goods have been fulfilled. If payment is made by cheque or bill, this provision shall apply until the cheques or bills have finally been cashed.  
11.2 Should the conditional commodity be passed on to third parties (buyers), the title shall be retained by the Contractor until the accounts receivable have been paid in full. In such a case the Customer shall be obligated to inform the buyer that the Contractor has retained title to the commodity delivered to the buyer. The Customer undertakes to record in his books the assignment of this account receivable to the Contractor. The Contractor shall be entitled to demand the amount and the statutory basis of the account receivable, the debtor, the assignee and the date of the as-signment. The Customer shall also be obligated to prove upon request that the above re-cording in his books has been effected accordingly in all cases. If there exists a valid prohibition of cession between the Customer's buyer and the Custom-er, the Customer shall inform the Contractor forthwith to this effect. To the extent that the Customer cannot provide sufficient other securities for the Contractor's claims, the Contractor shall be entitled to prohibit the resale of the conditional commodity to the buyer.

Should the conditional commodity be sold against cash, the title retained on the purchase price shall pass to the Contractor up to the amount of the purchase price of the goods plus statutory turnover tax. In such a case, the Customer shall be obligated to keep in custody the money paid for the purchase price separate from his own cash funds or from any cash funds of other persons. In addition to that, this transaction has to be recorded in the books accord-ingly.

11.3 The reservation of title shall be in no way impaired if the goods have already been in-stalled or processed. In the case of fixed installation and/or processing, the Contractor shall at a minimum acquire co-ownership of the new object.  
11.4 The Customer shall be obligated to indicate any pledges or other attachments and exe-cutions by third parties upon the conditional commodity or the claims to his ownership as-signed to the Contractor and the prolonged reservation of title and to inform the Contractor promptly in writing. The costs for asserting the Contractor's property right shall be borne by the Customer. Pledging and transfer of collateral on the part of the Customer are not per-missible.  
11.5 To the extent that the Contractor makes use of his reservation of title, he shall have the right to take back the delivered goods and the corresponding transport costs shall be borne by the Customer. In such case the Customer shall waive any defence of disturbance of pos-session.  
11.6 The Customer shall undertake all steps, in particular every legal-transaction declara-tions, to assist the Contractor or a third party named by him in order to realize the negoti-ated reservation of ownership and preliminary assignment, according to foreign law at the place of delivery or the Customer's head-office location as well.

### 12. Property Rights

12.1 The Customer shall not be entitled to make use of the Contractor's intangible property rights. He shall not register any property rights, e.g. respective trademarks, utility models and designs, patents, etc. which correspond in full or in part to the Contractor's intangible property rights or are similar to them, or have them registered by third parties, respectively assert said property rights or have them asserted by third parties. In addition to that, the Customer undertakes not to oppose the Contractor's property rights, neither of his own ac-count nor by third parties or to support third parties to oppose said rights.  
12.2 The Customer shall in no case have the right to use the intangible property rights as part of his enterprise or to use them in any other way to identify his business.  
12.3 The Customer shall inform the Contractor about any violations of property rights by third parties or about any legal acts against the Contractor.  
12.4 The Customer shall distribute the goods in no other condition than their original condi-tion, under no other trademarks than their original trademarks and in no other presentation than their original presentation.  
12.5 Unless agreed otherwise in writing, the Contractor shall have no rights whatsoever to the work completed by the Contractor, respectively by his employees in fulfillment of a con-tractual relationship. Any performances of the Contractor, including performances under presentations (e.g. drawings, detailed drawings, ideas, conceptions, preliminary designs, designs, fair copies of drawings, concepts, negative prints, slides, etc.) as well as parts thereof, together with individual work pieces and original designs shall remain the property of the Contractor and the Contractor may reclaim them at any time, should they have been handed over to the Customer. The works of the Contractor must not be modified. Limitations of any kind whatsoever shall be prohibited.

### 13. Miscellaneous Provisions

13.1 Modifications of these Terms of Sale and Delivery must be agreed upon in writing. This condition shall also apply to the written-form requirement itself.  
13.2 Silence to terms of sale and delivery of another kind or to provisions of any kind what-soever communicated to the Contractor cannot be deemed to be an acceptance of said terms and provisions.  
13.3 The Customer expressly waives to offset claims of the Contractor with any kind of coun-terclaims.  
13.4 Any claims the Customer may have can only be asserted in court.  
13.5 If the Customer assumes that the Contractor is in default with regard to fulfilling his obligations, he shall grant the Contractor a grace period of six (6) weeks.  
13.6 The Contractor shall be entitled to store, proceed and transmit any data relating to movement of goods and payment transactions, as well as data relating to the Customer. The Customer agrees to this utilization of data in accordance with the Data Protection Law.  
13.7 Should individual provisions of these Terms of Sale and Delivery be found to be illegal or unenforceable, the remaining provisions shall not be affected thereby. The illegal and unenforceable provisions shall be automatically substituted by such legal and enforceable provisions which serve the economic purpose as best as possible.  
13.8 Any notices or statements provided for in the Terms and Conditions of Sale and Delivery or by law have to be made in writing. In cases in which such notices and statements are subject to a deadline they have to be made by registered mail, the postal stamp of an Aus-trian post office or the postal stamp at the location of the Customer being decisive for calcu-lating and keeping said deadlines.  
13.9 The Customer expressly waives to contest these Terms of Sale and Delivery for those reasons which can be waived with legal effect, in particular because of error, coercion, de-icit, etc.  
13.10 For the Terms of Sale and Delivery including the issue of their coming into existence legally valid and including the effects prior to and after their coming into existence, the laws of Austria shall apply. The application of the UN Sales Convention is expressly contracted out.  
13.11 The Austrian forwarding agents belong to an international pool and it has been agreed that Euro pallets shall only be exchanged in Belgium, Germany, Netherlands, Italy and Aus-tria. In cases in which the Euro pallets are not exchanged within this international pool, a fee of currently € 8.72 per pallet shall be charged.  
13.12 For Customer collecting goods, delivery times are binding. Should goods not be picked up from the seller by the 5th day of the delivery date at the latest, the seller shall be legally entitled to charge 0.5% of the value of the goods per day plus statutory VAT (storage fee, movement costs); any additional claim for damages shall remain unaffected by this. Also, Customer Customer collecting their goods must send the customs documents to the seller upon customs clearance; the Customer shall indemnify and hold the seller harmless against claims in the event the customs documents are not sent.  
13.13 If contractual penalties or fees are agreed upon in the Contract, the following shall apply in cases of delayed delivery: For all orders received and expected from the Customer, the Contractor shall be guided by the average order value of the last 12 months. As a result, the Contractor shall make appro-priate arrangements to meet the expected order volumes.  
If the Customer commissions an order with an additional demand of +15% above the aver-age request for items in the last 12 months ("additional demand") and the Contractor de-faults as a result of this, the regulations on contractual penalties or fees shall not apply. This still applies if the Contractor has confirmed the Customer's individual orders constituting equivalent demand or has automatically accepted EDI orders without reservation.  
If the Contractor has been in its business relationship with the Customer for less than 12 months, and the Customer sends the Contractor target figures or a projection, the trans-ferred target figures or projection, confirmed in writing by the Contractor, shall serve as the foundation for calculating predicted orders. An "exceptional demand", as described above (+15%), shall therefore be determined using this foundation for calculations.  
Regulations on contractual penalties or fees are also excluded for deliveries of sale items and deliveries of initial equipment (i.e. initial deliveries and all deliveries designated as initial equipment deliveries or agreed upon as initial equipment deliveries by the Contractor and Customer, as well as collections of this nature). The completion of such orders shall always and exclusively comply with the General Sale and Delivery Conditions of Neuhof Holz GmbH.

### 14. Place of Performance / Jurisdiction

14.1 Place of performance in all cases shall be the registered office of the Contractor, also regardless of whether the freight costs are borne by the Contractor.  
14.2 Any disputes arising out of or in connection with these Terms of Sale and Delivery (Agreement) including the issue of their coming into existence legally valid and of their ef-fects prior to or after coming into existence shall be subject to the exclusive jurisdiction of the City of Salzburg Law Court, at the option of the Contractor also subject to the jurisdiction of the law court in the district of which the Customer has his registered office, a branch of-fice, his habitual residence or his assets. Only the German version is binding.

In the case that no enforcement agreement exists between Austria and the state where the Customer has his headquarters, any dis-putes arising out of or in connection with these Terms of Sale and Delivery (this Agreement) including the issue of their coming into exist-ence legally valid and of their effects prior to or after coming into existence shall be settled exclusively by the Court of Arbitration of the Salzburg Bar Association („Salzburger Rechtsanwaltskammer“), 5020 Salzburg. The rules of arbitration of the Salzburg Bar Assoc-iation shall apply as amended. The place of arbitration shall be Salzburg. The language of arbitration shall be German. Both the Customer and the Contractor waive to appeal an arbitra-tion or otherwise to oppose its legal effect and its execution, to the extent that such a waiver is effective according to mandatory law.

## PRIVACY STATEMENT: 15.05.2019

### [1] Privacy statement

We exclusively process your personal data in compliance with the provisions of the General Data Protection Regulation (DSGVO) as well as the 2018 Data Protection Act. Below, we will inform you of the nature, scope and purpose of data col-lection and use thereof:

### [2] Who we are

The following party is the data processing controller

Neuhof Holz GmbH  
Haslau 56  
4893 Zell am Moos  
E-mail: office@fnprofile.com  
TEL: +43/6234/8500-34  
FAX: +43/6234/8500-0

### [3] Collection and processing of data

We process the personal data that you provide to us in connection with a request or order. The data is processed in order to process your request or your order. The legal basis for the processing of data is your consent in accordance with Art 6 para. 1 lit a DSGVO, contract initiation and fulfillment in accordance with Art 6 para. 1 b DSGVO in order to be able to process your order or our overriding legitimate interest in accordance with Art 6 para. 1 lit f DSGVO in order to inform you, in a specific and up-to-date manner, as the interested party e.g. regarding our offering.

### [4] Use, sharing and deletion of personal data

To the extent you provide us with personal data, we only use it to respond to your requests and to process your order. We only pass on or transfer personal data on to third parties if this is necessary in order to process the contract or for billing purposes or if you have consented to this. You have the right at any time to revoke the consent you have provided with effect for the future.

We will only keep your personal data as long as necessary in order to reach this purpose. In any case, we will save your personal data as long as statutory retention obligations apply or periods of limitation for potential legal claims have not yet expired. The saving of personal data will also be erased if you revoke your consent to the data being saved. Data for billing and account-keeping purposes is not affected by the retention requirements.

### [5] Your rights as a data subject

You have the right to revoke, at any time, any consent to the processing of your personal data. The lawfulness of the processing of your personal data up to revocation will not, however, be affected by the revocation.

Furthermore, you have the right, at any time, of access, rectification, erasure and restriction of processing and data transfer of your personal information by the controller. Please get in touch with the contact specified under [2].

Furthermore, you have the right to object to the processing of your personal data; in this case, your personal data will no longer be processed.

Finally, you have the right of complaint to the data protection authority, Wickenburggasse 8-10, 1080 Vienna, e-mail: ds@dsb.gv.at.