



General Terms and Conditions of Sale of DANNEMANN GLOBAL EXTRUSION GmbH  
May 2024

## **1 Scope of application and conclusion of contract**

- 1.1 We, DANNEMANN GLOBAL EXTRUSION GmbH, Leidern 31, 4850 Timelkam, ("DANNEMANN GLOBAL", "we"), provide our services exclusively based on these General Terms and Conditions of Sale ("GTCS"), which form an integral part of every contract concluded by us with an entrepreneur ("Customer").
- 1.2 General terms and conditions of the Customer shall not become part of the contract unless we expressly agree to their validity in writing.
- 1.3 Information in brochures, catalogues, price lists or other advertising publications is not binding and may be changed as required. We are not liable for incorrect information.
- 1.4 The sending of our price lists, quotations, presentation of our products on the website or circulars do not constitute offers.
- 1.5 Unless otherwise agreed in writing, our bindingly marked purchase offers lose their validity four weeks after transmission.
- 1.6 A binding contract is concluded when the customer accepts our written and binding purchase offer in writing, irrespective of whether the goods, price and any other obligations have been negotiated verbally or in writing in advance. Contracts concluded by our representatives and agreements made by telephone require our written confirmation to become legally effective.

## **2 Terms of delivery**

- 2.1 Delivery and invoicing shall be made at the prices and conditions valid on the day of delivery.
- 2.2 We deliver at our discretion
  - a) carriage paid to the customer's Austrian railroad station as freight, by forwarding agent or post office, cartage at the expense of the consignee or truck. If the customer chooses a more expensive shipping method (e.g. express goods), the difference between the freight and the higher costs will be invoiced.
  - b) Postal shipments unfranked.

Freight reimbursements for self-collection are not granted. The place of fulfilment is the location of our production plant. The risk of total or partial destruction, loss, deterioration, damage, seizure, or confiscation of the goods shall pass to the customer upon handover of the goods to the railroad or freight forwarder or, in the case of collection by the customer, upon receipt of the notification that the goods are ready for collection. A single or repeated delivery of our goods free to the recipient's address does not constitute a legal entitlement to the permanent granting of this benefit. We reserve the right to charge the delivery costs from the railroad station.

- 2.3 Our delivery shall be deemed to have been made on time if the goods have been handed over to the carrier for dispatch by the expiry of any agreed delivery period or if the goods have been made available for collection by the customer and the customer has been informed of this.

### **3 Delivery periods**

- 3.1 A delivery date or a delivery period shall only be binding if this binding nature was expressly agreed in writing when the contract was concluded. We shall only be obliged to meet agreed delivery deadlines on condition that the production process is uninterrupted; the consequences of force majeure or similar unforeseen events affecting us or our suppliers, e.g. operational or traffic disruptions, epidemics, earthquakes, fire, floods, shortages of labour, energy or raw materials, strikes, lockouts, war, terrorism, official measures shall release us from the obligation to deliver on time. In such cases, we shall not be responsible for any legal consequences whatsoever. Compensation for damages due to late delivery is expressly excluded. Furthermore, in such cases we reserve the right to suspend further deliveries without granting compensation and without any obligation to make subsequent deliveries, whereby we undertake to repay any advance payments made without interest.
- 3.2 If the customer does not fulfil agreed contractual obligations, we are not responsible for any delay.

### **4 Retention of title**

- 4.1 We reserve title to all goods delivered by us until the invoice amounts have been paid in full without reservation. However, the customer is entitled to resell or process the goods in the ordinary course of business. The customer may neither pledge the goods delivered to him nor assign them by way of security before the invoice amounts have been paid. In the event of resale, the customer price claim shall be deemed assigned. If the due dates are exceeded, the usual bank interest including charges will be charged.

### **5 Terms of payment**

- 5.1 Our sales prices as well as all offers and calculations are in Euro net. Unless otherwise agreed in writing, all transportation and packaging costs, freight and insurance charges, customs duties, fees and charges shall be invoiced separately to the customer.
- 5.2 The invoice amounts are due net within 14 days of receipt of the invoice. A discount shall only apply if it was expressly agreed in writing when the contract was concluded. The discount shall not apply in the event of late payment.
- 5.3 Employees and representatives of our company are only authorized to accept payments if they have a power of attorney for collection.
- 5.4 Checks shall only be credited subject to the deduction of the interest on discount or cash expenses incurred by us and subject to correct receipt. An agreed discount shall be granted to the customer provided the check is covered. Bills of exchange and other payment instructions may be rejected by us without giving reasons.
- 5.5 The withholding or offsetting of payments by the customer due to any counterclaims is not permitted.
- 5.6 In the event of late payment, we shall charge the customer interest on arrears at a rate of 9.2 percentage points above the base interest rate. Furthermore, we shall be entitled to charge compound interest at a rate of 4 percentage points from the due date of payment. In the event of default of payment, the customer further undertakes to pay us a lump sum of EUR 40 per debt collection case for any debt collection costs, irrespective of the invoice amount. In addition, depending on fault, any further damage, in particular but not exclusively the damage caused by

the fact that, for example, correspondingly higher interest is incurred on any credit accounts on our part as a result of non-payment, shall be compensated.

- 5.7 Interest shall not be paid on advance payments or payments on account.
- 5.8 Unless otherwise agreed, payments made by the customer shall, at our discretion, be credited against the respective outstanding claim, generally in the order of the oldest to the most recent claim, then against interest and other ancillary costs and only finally against the goods subject to retention of title.

## **6 Warranty conditions, liability,**

- 6.1 We only assume a warranty for the quality of our products in such a way that we shall pay for manufacturing or material defects occurring within the statutory or contractually stipulated period by repair or replacement delivery at our discretion. Claims for damages, loss of profit, rescission of the purchase or reduction of the purchase price cannot be recognized.
- 6.2 All services must be inspected by the customer for defects in accordance with § 377 ff UGB. Any defects found must be reported to us in writing immediately, but at the latest within five working days of handover/provision of the service, stating the nature and extent of the defect. Hidden defects must be reported in writing without delay, but at the latest within five working days of their discovery. Our consent must be obtained for return shipments prior to dispatch. These must be free of charge for us. The relevant DIN standards or material sheets shall apply for compliance with the specific weight and dimensions. References to standards, material sheets or works test certificates as well as information on qualities, dimensions, weights, and usability are not assurances or guarantees, nor are declarations of conformity, manufacturer's declarations and corresponding marks such as CE and GS. The warranty is governed exclusively by Section 6 of these GTCS.
- 6.3 Deliveries of secondary or batch goods shall always be made with the express exclusion of the right of complaint regarding cosmetic defects and other quality impairments.
- 6.4 Deviations from samples or earlier deliveries shall be avoided as far as technically feasible; significant deviations shall only grant a claim for withdrawal or replacement delivery but no claim for damages or loss of profit of any kind.
- 6.5 We shall only be liable for intent, blatant gross negligence, claims under the Product Liability Act or in the event of injury to life, limb and/or health. Any recourse claims within the meaning of § 12 of the Product Liability Act are excluded, unless the party entitled to recourse proves that the defect was caused in our sphere and was at least due to gross negligence. We accept no liability for personal injury, financial loss or other direct or indirect material damage resulting from defects in our products.
- 6.6 The customer demonstrably undertakes to hand over to his buyer all instructions for use, production information and the like currently or in the future prepared by us or to impose the same obligation on his buyer.
- 6.7 Furthermore, the customer undertakes to refrain from advertising mailings about our products that go beyond our own advertising.

## **7 Withdrawal from the contract and general final provisions**

- 7.1 In the event of important reasons which make it unreasonable for us to adhere to the contract, in particular in the event of culpable default in payment or other conduct by the customer in breach of contract, we shall be entitled - after setting a reasonable grace period - to withdraw from the contract. In the event of our withdrawal from the contract, services already received by the customer shall be returned immediately.
- 7.2 The invalidity of one or more provisions of these GTC shall not affect the validity of the remaining provisions of these GTC. In place of the ineffective clauses, that provision shall apply which comes closest to the economic intention in a legally permissible manner. This also applies to the supplementary interpretation of the contract.
- 7.3 Collateral agreements, reservations, amendments, or supplements to these GTCS must be made in writing in order to be valid. This also applies to any deviation from the written form requirement. For the purposes of these GTCS, a written declaration shall be deemed to be a letter sent by e-mail or post, unless expressly stipulated otherwise.
- 7.4 The exclusive place of jurisdiction for all legal disputes arising in connection with this contract shall be the competent court for Vöcklabruck in Austria.
- 7.5 The contractual relationship shall be governed by Austrian law to the exclusion of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.