

## **General Terms of Business for our Services - Tischlerei Kirchmair GmbH January 2016**

### **1. Offers / Orders**

Our offers and price lists are subject to change without notice. Additional costs incurred due to changes or cancellations after receipt of order confirmation shall be invoiced based on actual expenditure and may cause a change in delivery date.

### **2. Delivery Times**

The delivery times made known are not binding. No contractual penalties for delay or other claims to indemnification are permitted. Down-payments and bank guarantees are to be provided by the Purchaser by the stipulated date. The delivery time shall be prolonged if the Purchaser is in arrears with regard to fulfillment of his contractual duties. In the event that a delivery date is not adhered to, the Purchaser shall grant Tischlerei Kirchmair GmbH a reasonable grace period.

### **3. Delivery, Assembly and/or Installation**

For orders placed without assembly and/or installation, risk shall pass to the Purchaser on delivery of the ordered goods to the place designated by the Purchaser.

For orders placed including assembly and/or installation, the Purchaser shall ensure that on the date agreed for assembly and/or installation the place designated for such assembly and/or installation is freely accessible, free of all hindrances and ready for installation of the purchased products.

Any costs for necessary transport aids (crane) shall be invoiced separately. Electric power and water are to be provided by the Purchaser free of charge. Likewise, WC use must also be ensured for the carpenters/technicians. Any waste material is to be disposed of by the Purchaser.

For the case that components are to be affixed to a wall or ceiling the Purchaser shall ensure that the wall or ceiling is suitable and appropriately stable for drilling and mounting, failing which Tischlerei Kirchmair GmbH shall accept no liability whatsoever for ensuing damage.

Any auxiliary masonry, carpentry, wrought-iron, electrical or painting works that may be necessary shall be conducted at the Purchaser's responsibility and expense. Tischlerei Kirchmair GmbH is not permitted to perform works not covered by its trade license. For the case that on the agreed date of delivery such auxiliary works are not completed so that Tischlerei Kirchmair GmbH can immediately commence assembly and/or installation, we shall be entitled to invoice to the Purchaser any additional expenses incurred.

### **4. Payment**

Unless otherwise agreed and confirmed, payment shall be due as follows: 40% of the contract amount on placing the order, 40% on commencement of assembly and/or installation, the remainder on completion.

In the event of a delay in payment 2% interest on arrears shall be invoiced per month. For the case that negative information concerning the Purchaser's liquidity comes to the attention of Tischlerei Kirchmair GmbH before delivery, Tischlerei Kirchmair GmbH shall be entitled to request reasonable security or withdraw from the contract.

## **5. Timber**

Timber is a natural raw material. Every tree trunk differs in color and structure. Even within a trunk there are fluctuations. This is why natural differences are characteristics of articles made of wood, and not flaws or imperfections.

The color of every wood changes with exposure to light.

For solid wood components, please note that wood always adapts to the surrounding humidity. Fluctuations in humidity can cause timber to warp, crack or split; this must be tolerated.

## **6. Liability**

Tischlerei Kirchmair GmbH is liable only for damages due to gross negligence or malicious intent.

## **7. Reservation of Title**

All articles delivered and assembled and/or installed shall remain the property of Tischlerei Kirchmair GmbH until paid in full, including any interest on arrears and auxiliary costs (collection charges etc.).

## **8. Sales Documents**

All plans and drawings are the intellectual property of Tischlerei Kirchmair GmbH. Plans and drawings may not be reproduced or passed to a third party or parties. All sales documents such as offers, price lists, brochures, electronic data and samples are the property of Tischlerei Kirchmair GmbH. Drawings, photos and images are protected by copyright. All such documents may not be passed to a third party or parties. Tischlerei Kirchmair GmbH reserves the right to make changes in prices, design and materials. All documentation, price lists and drawings are subject to typing and printing errors.

## **9. Performance**

Place of performance and jurisdiction for all payments and deliveries is our business premises in 6401 Inzing, Austria.

All disputes arising from a contractual relationship shall be settled by the pertinent court of law in Innsbruck, Austria. All transactions shall be subject exclusively to Austrian Law.