



# TERMS AND CONDITIONS OF SALE AND DELIVERY THONHAUSER GMBH

## 1. General Terms and Conditions

We deliver exclusively on the basis of our Terms and Conditions of Sale and Delivery. Conditions of the customer contrary to these do not apply, even if not explicitly rejected by us. Our offers are subject to confirmation. Obvious errors, clerical errors and miscalculations in orders or our order confirmations or invoices are not binding upon us and do not afford the customer any claims. The figures determined by us upon release of the goods from the factory or warehouse are decisive for dimensions and weights.

## 2. Delivery Times

A delivery time from maximum 10 days is maintained as best. We do not guarantee those delivery times. Delayed delivery does not entitle the customer to either cancellation or compensation. Events due to acts of God, strikes, lockouts, import and export bans, stoppages, delayed or insufficient production of modes of transport, mobilisation, war, missing or insufficient deliveries of raw materials or similar circumstances release us fully or in part from the delivery commitment.

## 3. All Deliveries Leave at the Risk of the Customer

We decide upon the mode of transport to be used at our own discretion. In the event that the customer has specific wishes for the type of delivery, he must bear any additional costs.

## 4. Transportation Costs and Packaging

Prices for orders delivered within Austria are quoted Franco Domicile from an order value of at least EUR 210.00. For orders under a value of EUR 210.00 the following shipping flat-fees are charged: 34 EUR for ADR-deliveries (dangerous-goods-deliveries), EUR 19.00 for non-ADR-deliveries (all other products). Prices for all orders delivered outside of Austria are usually quoted Ex Works. For deliveries outside the European Union we charge a handling fee per order in the amount of EUR 95.- (+tax) in addition to the total shipping fees and duties. This handling fee will be waived for orders over a merchandise value of EUR 1,100.-.

Bond containers are reusable and are property of THONHAUSER. Those bond containers which are delivered within Austria will be taken back by us as long they are in undamaged, pre-cleaned condition. All other discharged packaging will not be taken back by us, and is to be delivered to the recycling collection centers. Packaging of ingredients classified as dangerous goods may only be disposed in pre-rinsed condition at authorized waste collection centers.

The prices valid on the day of delivery are decisive. Although the customer need NOT be notified of price increases, he has the right to cancel the purchase contract in the event that he is not notified of prices.

## **5. Payment Conditions**

Our invoices are payable net within 30 days of the invoice date. Payment within 10 days from date of invoice entitles customers to a discount of 2%. This discount can only be applied if all previous bills have been fully balanced. In the event that the target date is exceeded – subject to other claims – we will charge interest of 18 % per annum with immediate effect. We accept bankers drafts or cheques as payment. Bankers drafts are only accepted on the basis of special agreement, exempt from charges and on condition that they are discounted. Delays in payment, dissolution or changes to the company of the customer entitle us to demand security payments or advance payments in cash for ongoing contracts or transactions, or to cancel the contract.

## **6. Retention of Title**

The delivered goods remain our property until full payment of all claims against the customer arising from the business transaction. The customer may only use the goods within the scope of orderly operation. It is only permitted to export the delivered products with our consent.

## **7. Complaints over Faults / Guarantee**

With the exception of machinery and equipment, the guarantee applies for 6 months from the date of delivery. For machinery and equipment, the statutory guarantee period of 2 years applies. We guarantee the normal commercial condition of the good. Obvious faults are to be reported to us immediately after receipt, while hidden faults are to be reported to us immediately after their discovery, although 4 weeks after receipt of the good at the latest. In the event that a complaint is justified, we shall exchange the faulty goods for replacement goods, although we can only compensate the customer for the minimum value at our own discretion. Claims going beyond this, in particular for the compensation of indirect damage, are excluded. Recommendations and suggestions for the application and use of our good are made subject to our best discretion, although without any liability. The customer is not entitled to offset counterclaims against our claims or to exercise a right of lien. Only claims filed within 7 days of delivery will be recognized.

## **8. Place of Performance and Place of Jurisdiction**

Supplementary agreements and changes to the content of the contract must be made in writing. The ineffectiveness of individual provisions of these general terms and conditions of business does not affect the effectiveness of the remaining provisions. The place of performance and exclusive place of jurisdiction is Mödling (AUT), and at our discretion can also be the seat of business and place of residence of the customer. All sales and delivery contracts are subject to Austrian law. These terms and conditions of delivery also apply to all future transactions even if no specific reference is made thereto.