

# LINGNORIM GmbH

## GENERAL TERMS AND CONDITIONS WITH CUSTOMER INFORMATION

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### 1) General

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts for the delivery of goods concluded between LINGNORIM GmbH (hereinafter referred to as "Supplier") and the consumer or entrepreneur (hereinafter referred to as "Consumer or Customer"). The inclusion of the customer's own terms and conditions is hereby objected to, unless otherwise agreed. If the Supplier has a long-term business relationship with the Customer, these GTC shall apply even if their validity is not specifically referred to. The GTC shall also apply to subsequent orders, even if they are not separately agreed verbally or in writing.

1.2 A consumer within the meaning of these General Terms and Conditions is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity. An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

### 2) Conclusion of contract

2.1 The product descriptions contained on the Supplier's homepage do not constitute binding offers. The customer can request an offer by form or by e-mail, which will then be sent to him. The customer announces in writing that he wishes to purchase the goods, thus it is a legally binding contract offer in relation to the goods/services specified in the offer.

2.2 The supplier may accept the order within six working days as follows,

The Supplier may accept the Customer's offer within six working days,

- by sending the customer a written order confirmation or an order confirmation in text form (fax or e-mail), in which case the receipt of the order confirmation by the customer is decisive, or
- by delivering the ordered goods to the customer, in which case the receipt of the goods by the customer is decisive, or
- by requesting payment from the customer after the customer has placed the order.

If several of the aforementioned alternatives exist, the contract shall be concluded at the point in time at which one of the aforementioned alternatives occurs first. If the Supplier does not accept the Customer's offer within the aforementioned period, this shall be deemed to be a rejection of the offer with the consequence that the Customer shall no longer be bound by its declaration of intent.

2.3 The contract is concluded with the order confirmation of the supplier sent to the customer or, in the absence thereof, with the execution of the delivery to the customer. In any case, the contract shall also be concluded without the transmission of an order confirmation if the customer accepts the supplier's offer in writing or signs the supplier's written order template.

2.4 The German and English languages are available for the conclusion of the contract.

2.5 The order processing and contacting usually take place by e-mail. The customer must ensure that the e-mail address provided by him for order processing is correct so that the e-mails sent by the supplier can be received at this address. In particular, when using SPAM filters, the customer must ensure that all e-mails sent by the supplier or by third parties commissioned by the supplier to process the order can be delivered.

2.6 Verbal communications of the supplier - also at the request of the customer - are subject to confirmation, even if prices, dates and other technical specifications are communicated therein.

2.7 Our offers are only binding if they have been prepared specifically for a customer and have been submitted in writing. We are bound to these offers for 14 days from the date of submission.

2.8 Quotations are made to the best of our knowledge; no consideration can be given to order-specific circumstances that are beyond the control of our company. Should the necessity for further work or cost increases arise during the execution of the order, our company will inform the customer immediately. If the customer does not make a decision within one week regarding the continuation of the interrupted work or does not accept the cost increases, our company reserves the right to invoice the partial performance rendered and to withdraw from the contract.

2.9 Insignificant, reasonable deviations in the dimensions and the finishes (colour and structure), in particular in the case of repeat orders, shall remain reserved - irrespective of the type of contract concluded - insofar as these are in the nature of the materials used and are customary. In particular, changes due to the material, e.g. in colours, wood and grain and structure, etc., shall be deemed objectively justified.

### **3) Right of withdrawal**

The consumer has no right of withdrawal if the following applies:

- a. For goods that are manufactured according to customer specifications or are clearly tailored to personal needs.
- b. Large quantities of goods (more than 5 pairs of wooden rings ) made for the customer.

#### 4) Prices and terms of payment

4.1 Our offers are open to all customers with a residence or registered office in a member state of the European Union.

4.2 Unless otherwise stated in our product description, the prices quoted are total prices which include the statutory value added tax. Any additional delivery and shipping costs will be stated in the order confirmation and are to be paid by the Customer.

4.3 In principle, all goods shall be deemed to have been ordered without assembly. Unless otherwise agreed, any assembly ordered shall be invoiced on the basis of direction hours. Requested overtime extra hours, night hours and other additional operational costs are to be paid separately according to the collective agreement or statutory surcharge.

4.4 In the case of deliveries to countries outside the European Union, further costs may be incurred in individual cases for which we are not responsible and which are to be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may also be incurred in relation to the transfer of funds if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union.

4.5 The customer has various payment options available for orders, which are specified in the order confirmation.

4.6 If prepayment is agreed upon purchase, payment is due immediately after conclusion of the contract.

4.7 If the payment method purchase on account is agreed, the purchase price shall become due after the goods have been delivered and invoiced. In this case, the purchase price shall be paid within 14 (fourteen) days of receipt of the invoice without deduction, unless otherwise agreed. The Supplier reserves the right to offer the payment method purchase on account only up to a certain order volume and to reject this payment method if the specified order volume is exceeded.

4.8 In the case of payment by means of a payment method offered by PayPal, the payment shall be processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter referred to as "PayPal"), subject to the PayPal terms of use, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - subject to the terms and conditions for payments without a PayPal account, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

4.9 If the payment method "partial advance payment" is agreed, 50 % of the order amount shall be due upon receipt of the order confirmation, unless otherwise agreed; any promised delivery period shall not commence until the payment date. The remaining amount is due immediately upon receipt of the goods. If the customer does not meet this obligation, the supplier is entitled to withhold delivery.

4.10 In the event of default, the customer undertakes to reimburse the reminder and collection costs necessary for appropriate legal action, insofar as these are in a reasonable proportion to the claim pursued, as well as to pay default interest at a rate of 9% per annum. The statutory default interest for entrepreneurs remains unaffected.

4.11 If the customer does not meet his payments, stops his payments or if bankruptcy or composition proceedings are instituted against his assets, the entire remaining debt shall become due.

4.12 Even if the customer is not responsible for the delay in payment, we are entitled to charge interest on arrears in the amount of 10% above the base interest rate per annum; this does not affect claims for compensation for proven higher interest.

## **6) Repairs**

6.1 The Supplier shall draw the Customer's attention to the uneconomical nature of a repair if the Customer does not expressly insist on restoration at any price. If it only becomes apparent in the course of the repair work that the item is unsuitable for repair, without this being apparent to the Supplier on the basis of his specialist knowledge at the time the contract was concluded, the Supplier shall inform the Customer of this without delay. In this case, Customer shall pay the costs incurred up to that point or, if Customer insists and if this is still technically possible, the costs for the assembly of disassembled items.

## **7) Delivery and shipping conditions**

7.1 The delivery of goods is made by shipping to the delivery address specified by the customer, unless otherwise agreed. The delivery time is specified exclusively by Lignorim GmbH.

7.2 If the transport company returns the dispatched goods to the supplier because delivery to the customer was not possible, the customer shall bear the costs for the unsuccessful dispatch. This does not apply if the customer is not responsible for the circumstance that led to the impossibility of delivery or if he was temporarily prevented from accepting the offered service, unless the seller had given him a reasonable time's notice of the service.

7.3 If the customer acts as an entrepreneur, the risk of accidental loss and accidental deterioration of the sold goods shall pass to the customer as soon as the supplier has delivered the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

If the customer is acting as a consumer, the risk of accidental loss and accidental deterioration of the sold goods shall in principle only pass to the customer or a person authorized to receive the goods when the goods are handed over to the customer. Deviating from this, the risk of accidental loss and accidental deterioration of the sold goods shall also pass to the customer in the case of consumers as soon as the supplier has delivered the item to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment, if the customer commissions the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment to carry out the shipment and the supplier has not previously named this person or institution to the customer.

7.4 If the consumer has concluded the contract of carriage himself without making use of a choice proposed by the trader, the risk shall pass as soon as the goods are handed over to the

carrier. In the absence of any other agreement, the consumer acquires ownership of the goods at the same time as the risk is transferred.

7.5 In any case, the customer has to accept delivery delays without being entitled to claim for damages or to withdraw from the contract.

7.6 In the case of self-collection, the Supplier shall first inform the Customer by e-mail that the goods ordered by him are ready for collection. After receipt of this e-mail, the customer can collect the goods from the supplier's registered office by arrangement with the supplier. In this case, no shipping costs will be charged.

## **8) Retention of title**

8.1 Towards consumers, the supplier retains ownership of the delivered goods until the purchase price owed has been paid in full.

8.2 Towards entrepreneurs, the supplier shall retain title to the delivered goods until all claims arising from an ongoing business relationship have been settled in full.

8.3 If the customer acts as an entrepreneur, he is entitled to resell the reserved goods in the ordinary course of business. The customer shall assign to the supplier in advance all claims against third parties arising therefrom in the amount of the respective invoice value (including value added tax). This assignment shall apply irrespective of whether the reserved goods have been resold without or after processing. The customer remains authorized to collect the claims even after the assignment. The authority of the supplier to collect the claims himself remains unaffected. However, the supplier shall not collect the receivables as long as the customer meets its payment obligations to the supplier, is not in default of payment and no application for the opening of insolvency proceedings has been filed.

## **9) Warranty / defects / transport damage**

9.1 Warranty: Apart from those cases in which the right to rescission is granted by law, we reserve the right to fulfil the warranty claim at our discretion by improvement, exchange or price reduction.

a) The transferee must always prove that the defect was already present at the time of transfer.

b) The goods are to be inspected immediately after delivery. Defects discovered in the course of such inspection shall also be notified to the supplier without delay, but no later than 10 days after delivery, stating the nature and extent of the defect.

9.2 In the event of defects, the provisions of the statutory warranty shall apply. The following shall apply in derogation thereof:

- a. an insignificant defect does not constitute grounds for warranty claims;
- b. the supplier has the choice of the type of remedy;
- c. the limitation period shall not begin again if a replacement delivery is made within the scope of liability for defects.

Hidden defects must be notified immediately after their discovery. If a notice of defect is not made or not made in time, the goods shall be deemed to have been approved. The assertion of

warranty claims or claims for damages as well as the right to contest errors due to defects are excluded in these cases.

9.3 Transport damage: The customer is requested to complain about delivered goods with obvious transport damage to the deliverer and to inform the supplier of this. If the customer does not comply with this, this shall have no effect on his statutory or contractual warranty claims.

## **10) Liability**

The Supplier shall be liable to the Customer for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses as follows

10.1. The supplier shall be liable without limitation for any legal reason whatsoever

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, limb or health.

10.2. If the supplier negligently breaches an essential contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless liability is unlimited in accordance with the above paragraph.

10.3. In all other respects, liability on the part of the supplier is excluded.

10.4. Any recourse claims made against us by contractual partners or third parties under the title of "product liability" as defined by the Product Liability Act (PHG) shall be excluded unless the party entitled to recourse proves that the defect was caused in our sphere and was at least due to gross negligence.

## **11) Indemnification in the event of infringement of third-party rights and industrial property rights**

11.1 If, according to the content of the contract, the Supplier is also obliged to process the goods according to certain specifications of the Customer in addition to the delivery of the goods, the Customer shall ensure that the content provided to the Supplier by the Customer for the purpose of processing does not infringe the rights of third parties (e.g. copyrights or trademark rights). The Customer shall indemnify the Supplier against claims of third parties which the latter may assert against the Supplier in connection with an infringement of their rights by the contractual use of the Customer's content by the Supplier. In this context, the Customer shall also bear the reasonable costs of the necessary legal defense, including all court costs and lawyers' fees in the statutory amount. This shall not apply if the Customer is not responsible for the infringement. In the event of a claim by a third party, the customer is obliged to provide the supplier immediately, truthfully and completely with all information required for the examination of the claims and a defense.

11.2 If, according to the content of the contract, the supplier is also responsible for the manufacture and planning and/or design of the goods in addition to the delivery of the goods, both the plans, drawings, etc. and the manufactured goods themselves are subject to the protection of copyright law and all provisions of industrial property law. Any exploitation, use and processing of the plans and drawings as well as any reproduction or illustration of the goods without the consent of the seller is not permitted to the (potential) customer already on the basis of the copyright law. Of course, the seller also remains entitled to publish photos of the goods designed by him.

## **12) Applicable law/jurisdiction**

The law of the Republic of Austria shall apply to all legal relationships between the parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer is domiciled.

If the customer is an entrepreneur within the meaning of section 1.2, the exclusive place of jurisdiction shall be the place of the supplier's registered office.

## **13) Alternative dispute resolution**

13.1 The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <https://ec.europa.eu/consumers/odr>.

This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

13.2 The Seller is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board