

KLH[®]

MADE FOR BUILDING
BUILT FOR LIVING

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

§ 1 GENERAL

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| <p>1.1 These General Terms and Conditions of sale, delivery and payment (hereinafter "GENERAL TERMS AND CONDITIONS") apply to all deliveries, services and offers of the company KLH Massivholz GesmbH and to all other business relations between KLH Massivholz GesmbH and its contracting partners. The version of the GENERAL TERMS AND CONDITIONS, which is valid at the time when the contract is concluded, shall be applicable in each case.</p> <p>1.2 Consequently these GENERAL TERMS AND CONDITIONS shall also apply to all future business relations between KLH Massivholz GesmbH and the respective contracting partner without being expressly agreed upon once again.</p> <p>1.3 Herewith deviating, contradictory or complementary terms and conditions of the respective contracting partners are expressly objected to so that they do not become subject matter of contract even if KLH Massivholz GesmbH is aware of these unless their validity is expressly agreed to in writing.</p> | <p>1.4 The application of any kind of GENERAL TERMS AND CONDITIONS of other contracting partners, especially of provisions specified in the purchase order of the respective contracting partner, shall also be excluded even if they do not contradict these GENERAL TERMS AND CONDITIONS and even if they have not been expressly objected to unless they have been expressly accepted by KLH Massivholz GesmbH.</p> <p>1.5 Acts of performance or silence on the part of KLH Massivholz GesmbH shall not imply acceptance of general terms and conditions of the contracting partners. Deviating arrangements, ancillary agreements, assurances and alterations of these GENERAL TERMS AND CONDITIONS can only be agreed on in writing and only for the respective individual case.</p> <p>1.6 Alterations and amendments to the contract and/or the GENERAL TERMS AND CONDITIONS shall only be valid if KLH Massivholz GesmbH expressly accepted them in writing.</p> <p>1.7 These GENERAL TERMS AND CONDITIONS are drawn up in German and in English languages. In case of doubt only the wording in German language of these GENERAL TERMS AND CONDITIONS only shall be decisive and valid.</p> |
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§ 2 LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION

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| <p>2.1 Unless otherwise agreed in writing, all legal transactions of KLH Massivholz GmbH are without exception governed by Austrian law to the exclusion of the conflict of law rules of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.</p> <p>2.2 The place of performance for our deliveries and services and for those of the customer, respectively, shall be A-8842 Teufenbach-Katsch even if the handing over was carried out in a different location according to agreement.</p> <p>2.3 Any disputes resulting directly or indirectly from the contractual relationship, including disputes concerning its validity, violation,</p> | <p>termination or invalidity, up to a value in dispute of € 50,000.00 shall be settled exclusively by the Austrian court that has territorial and subject matter jurisdiction for the headquarters of KLH Massivholz GmbH. Disputes with a value in dispute exceeding € 50,000.00 shall be settled exclusively with finality according to the rules of arbitration of the International Court of Arbitration of the Austrian Federal Economic Chamber (VIAC - Vienna Rules) by arbitrators appointed according to these rules, whereby individual arbitrators shall decide in the event of values in dispute up to € 100,000.00, and in the event of values in dispute from € 100,000.00 onwards, a senate comprising 3 arbitrators. The place of arbitration shall be Graz; the language of arbitration German.</p> |
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§ 3 TERMS OF CONTRACT, CONCLUSION OF CONTRACT

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| <p>3.1 The offers of KLH Massivholz GesmbH are non-binding and revocable and subject to prior sale.</p> <p>3.2 The respective contracting partner shall declare its contractual offer to be binding by means of the purchase order.</p> <p>3.3 A contract is only deemed concluded if KLH Massivholz GesmbH has confirmed the acceptance of the purchase order in writing.</p> <p>3.4 KLH Massivholz GesmbH reserves the right to make changes regarding the construction and/or the execution of services insofar as these shall lead to considerable improvements of the results or the execution of orders for the benefit of the customer.</p> | <p>3.5 Changes in price and quantity made by KLH Massivholz GesmbH in the range of plus or minus five percent of the prices and quantities agreed on in the respective contract shall be accepted by the contracting partner.</p> <p>3.6 Other alterations and amendments to the contract shall require the written confirmation of KLH Massivholz GesmbH in order to be legally valid. Terms and conditions of purchase of the respective contracting partner shall only be binding for KLH Massivholz GesmbH if KLH Massivholz GesmbH has accepted them separately in writing.</p> |
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§ 4 TERMS OF DELIVERY

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| <p>4.1 All dates of delivery and/or terms of delivery specified by KLH Massivholz GesmbH shall be deemed non-binding unless consent has been given in writing. Otherwise terms of delivery and dates of delivery shall be only approximate dates.</p> <p>4.2 If the terms of delivery are specified as a time period (not as a fixed date of delivery), the period begins to run on the date of the first written order confirmation. The written order confirmation can only be given after KLH Massivholz GesmbH has received all documents and information from the contracting partner.</p> | <p>4.3 Subsequent changes to an order can only be made with the written consent of KLH Massivholz GesmbH and can only be considered if manufacturing/production of the order has not yet been started. Any change of contract shall only be deemed accepted when a further written order confirmation has been issued. Oral commitments shall not be valid.</p> <p>4.4 Subsequent order changes shall release KLH Massivholz GesmbH from the already agreed term of delivery and/or the already agreed date of delivery. The date of the changed order confirmation is simultaneously the beginning of the next period.</p> |
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GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

§ 5 INTERRUPTION OF DELIVERY

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| 5.1 | <p>If the term of delivery is exceeded and/or a fixed date of delivery is not complied with, the Contracting partner shall first request KLH Massivholz GesmbH to perform and may withdraw from the contract after setting a written period of grace of four weeks. Damage claims of the contracting partners due to default or non-performance or damage, which is not personal injury, shall be excluded unless caused with intent or gross negligence on the part of KLH Massivholz GesmbH.</p> | | <p>terms of delivery or to withdraw from the contract wholly or in part without being obligated to pay damages. These events shall include problems with subsequent material procurement, general interruptions of operations, power failure, strike, lockout, lack of means of transport, unforeseeable staff shortage, orders of public authorities and suchlike. These circumstances shall also be considered if they concern a supplier of KLH Massivholz GesmbH or their sub-suppliers.</p> |
| 5.2 | <p>If it is not possible to comply with terms of delivery or fixed dates of delivery due to reasons which are within the sphere of influence of the contracting partner, KLH Massivholz GesmbH shall be entitled to invoice the expenses and additional costs incurred arising therefrom in any case.</p> | 5.4 | <p>Partial deliveries shall be allowed and be deemed separate business transactions as far as recurring business is concerned. When it is not possible to make a partial delivery or if it can only be made in delay, the contracting partner shall not have the right to withdraw from the entire order or to claim damages on the basis of the entire order.</p> |
| 5.3 | <p>In the event of Force Majeure or the occurrence of unforeseeable events, which impede performance or make it impossible, KLH Massivholz GesmbH shall have the right to determine new</p> | | |

§ 6 DELIVERY, PASSING OF RISK, PRICES

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| 6.1 | <p>If a contracting partner refuses to accept a delivery at the agreed place or at the contractually agreed point in time, KLH Massivholz GesmbH may either request performance or withdraw from the contract after setting a written period of grace of 10 days, and/or claim damages for non-performance of the contractual agreement. In this event, KLH Massivholz GesmbH shall have the right to claim a contractual penalty irrespective of fault and of the extent of actual damage to the amount of 20 % of the order value. Further damage claims of KLH Massivholz GesmbH shall remain unaffected thereby.</p> | 6.3 | <p>In the event of delayed dispatch/shipment, that is attributable to the contracting partner's contingencies or decisions that occur without any fault on the part of KLH Massivholz GesmbH, the risk shall be transferred to the contracting partner after he has been notified of readiness for dispatch/shipment.</p> |
| 6.2 | <p>Risk shall be transferred to the contracting partner with the handing-over of the delivery to the person entrusted with the transport shipment and/or upon the delivery leaving the works. This shall apply to partial deliveries as well as complete delivery of orders, irrespective of who organises the transport and/or pays the freight charges. The forwarder and/or the party charged with delivery shall be liable for any damage in transit.</p> | 6.4 | <p>Unless otherwise agreed in writing, all listed prices are deemed net prices ex works Katsch/Mur plus the respective statutory value-added tax. The freight charges shall be paid by the contracting partner of KLH Massivholz GesmbH, as also any additional payments of customs duty for the goods or taxes and duties that may be charged by the respective country.</p> |
| | | 6.5 | <p>KLH Massivholz GesmbH has the right to charge a lump-sum freight rate for deliveries.</p> |
| | | 6.6 | <p>In the event that a contract is concluded without the prices being fixed, the sales price valid on the date of delivery shall be invoiced.</p> |
| | | 6.7 | <p>The delivery shall be carried out without insurance unless otherwise agreed in writing.</p> |

§ 7 WARRANTY

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| 7.1 | <p>The contracting partner undertakes to inspect the goods directly after taking delivery of these goods, but within a period not exceeding 5 working days after taking delivery- and before any further use. KLH Massivholz GesmbH can only accept defects if these have been reported in writing within a period of 5 working days after receipt of the goods. Hidden defects shall be reported to KLH Massivholz GesmbH in writing within a period of one week after they have been discovered.</p> | 7.3 | <p>Defects that are attributable to deviations that are usual in the trade or minor deviations that are unavoidable for technical reasons shall be excluded from the warranty. These include, for example, minor deviations of weight, colour and finish, equipment, quality and dimensional tolerances according to standard.</p> |
| 7.2 | <p>If notice of defects is not made in due time and/or in proper form, the goods shall be deemed accepted and this shall result in the forfeiture of any warranty and damage claims concerning defects that may have occurred.</p> | 7.4 | <p>The burden of proof for all claim requirements lies with the respective contracting partner, especially for the defect itself, for the point in time at which the defect was detected and for the timeliness of the notice of defects.</p> |
| | | 7.5 | <p>Warranty claims of the contracting partner shall be forfeited as soon as the contracting partner has started processing or further processing of the goods delivered.</p> |

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| 7.6 | The warranty obligation of KLH Massivholz GesmbH shall only apply to defects, which occur in compliance with the intended operating conditions and normal use. It shall not apply in particular to defects which are attributable to inadequate assembly by the respective contracting partner or his agents, inadequate maintenance, inadequate repairs or repairs carried out without the written consent of KLH Massivholz GesmbH, or alterations carried out by another party than KLH Massivholz GesmbH or its agents, or normal wear and tear. | 7.8 | If the contracting partner remedies the defects himself, KLH Massivholz GesmbH shall bear the costs only if KLH Massivholz GesmbH has given its consent to this in writing. |
| 7.7 | The warranty of KLH Massivholz GesmbH is limited to the replacement of defective parts; the direct contracting partner only shall be entitled to claim for warranty. Warranty claims cannot be assigned to third parties. | 7.9 | Regarding parts of goods which KLH Massivholz GesmbH has purchased from subcontractors, KLH Massivholz GesmbH shall only be liable within the limits of warranty claims KLH is entitled against the subcontractor. |
| | | 7.10 | The period of warranty shall not be extended due to a remedy of defects. |

§ 8 PAYMENTS

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| 8.1 | Invoicing shall be made on the date of delivery respectively on date of making available of the goods for dispatch/shipment. | 8.3 | A payment shall only be deemed made when KLH Massivholz GesmbH can dispose of the amount or, if payments are made by cheque, at the point in time when the cheque is cashed. |
| 8.2 | Invoices shall become payable
- within 14 days from date of invoice less 2 % discount
- within 30 days strictly net
Payments of the distribution partner will be used for the compensation of the oldest claim plus the default interest incurred even if it was dedicated otherwise. | 8.4 | The contracting partner is not entitled to offset counterclaims. |

§ 9 DEFAULT OF PAYMENT

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| 9.1 | Should the contracting partner fall into arrears with an agreed payment or another service, KLH Massivholz GesmbH may either insist on performance of the contract and postpone the performance of its own obligations until the outstanding payments have been made or the other service has been performed, make use of a reasonable extension of the term of delivery, or call due the entire outstanding purchase price.

If the contracting partner has not made the outstanding payment or the other service after expiry of a period of grace of 14 days, KLH Massivholz GesmbH may withdraw from the contract by means of a written notice. On first request of KLH Massivholz GesmbH the contracting partner shall return already delivered goods to KLH Massivholz GesmbH and pay compensation for the reduction in value of the goods incurred, and reimburse all reasonable expenses, which KLH Massivholz GesmbH incurred due to performance of the contract.
Regarding goods that have not yet been delivered KLH Massivholz GesmbH shall be entitled to deliver/provide the finished respectively processed parts to the contracting partner and to invoice the respective share of the sales price for them. | 9.3 | In the event of default of payment, KLH Massivholz GesmbH shall have the right to invoice default interest to the amount of 12 % above the base rate per year from date of default to the moment of full settlement and, if necessary, to refrain from further deliveries until the outstanding balance has been paid provided that the contracting partner is a businessman as defined by the Austrian Consumer Protection Act ("KSchG"). If the contracting partner is a consumer as defined by the Austrian Consumer Protection Act ("KSchG"), KLH Massivholz GesmbH shall be entitled to invoice default interest to the amount of 5% above the base rate per year. |
| | | 9.4 | KLH Massivholz GesmbH shall be entitled to offset payments received first against outstanding reminder fees, then against outstanding interest and subsequently against outstanding amounts of capital – starting with the oldest debt. |
| | | 9.5 | In the event of default of payments, the contracting partner undertakes to reimburse KLH Massivholz GesmbH for all costs and expenses arising out of, or in connection with the collection of KLH Massivholz GesmbH's claim, in particular collection expenses or lawyer's fees, or other expenses necessary for adequate prosecution. |
| 9.2 | If circumstances become known which call into question the contracting partner's credit-worthiness, KLH Massivholz GesmbH shall have the right to call all outstanding remaining debts due with immediate effect.
In this context KLH Massivholz GesmbH may request a down payment, or respectively a security payment for delivery contracts entered into but not yet fulfilled, or further to refrain from delivery and to withdraw from the contract in cases where a down payment or security payment cannot be made. | 9.6 | If the contracting partner is a consumer as defined by the Austrian Consumer Protection Act ("KSchG") and if he has been in arrears with an instalment for at least 6 weeks despite a reminder having been sent under penalty of the obligation of repayment of all outstanding instalments at once and a period of grace of two weeks having been set, KLH Massivholz GesmbH is entitled to demand immediate payment of all outstanding amounts and the entire remaining amount shall become due immediately. |

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

§ 10 RETENTION OF TITLE

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| 10.1 | The delivered goods shall remain the property of KLH Massivholz GesmbH until they have been paid in full. The goods, which are subject to retention of title, shall be referred to as "goods subject to retention of title" for short in the following. | | the new item to the value of the goods delivered by KLH Massivholz GesmbH.
The same shall apply if the goods are processed or mixed with other objects that do not belong to KLH Massivholz GesmbH. |
| 10.2 | The contracting partner has the right to process and sell the goods subject to retention of title in business transactions as long as he is not in default of payments to KLH Massivholz GesmbH. Pledging or chattel mortgage as securities shall not be allowed. . | 10.5 | Should third parties seize the goods subject to retention of title, the third parties shall be informed and notified in writing of the property retention title of KLH Massivholz GesmbH. Furthermore the contracting partner is obliged to notify KLH Massivholz GesmbH in writing of all actions of third parties intended to access the goods subject to retention of title without delay, especially of enforcement measures as well as of any damage to or destruction of the goods. The contracting partner shall notify KLH Massivholz GesmbH of a change in ownership of the goods subject to retention of title and a change of his own address without delay. The contracting partner shall reimburse KLH Massivholz GesmbH for all damage and expenses, which are caused by a violation of these obligations and any necessary interventions against third parties accessing the goods subject to retention of title. |
| 10.3 | The contracting partner fully assigns the claims resulting from re-sale in connection with the goods subject to retention of title to KLH Massivholz GesmbH even now for reasons of security and undertakes to make a adequate note in his account books or his invoices. KLH Massivholz GesmbH accepts the assignment and reserves the right to collect the debt itself as soon as the contracting partner fails to fulfil his payment obligations properly and defaults in payment. KLH Massivholz GesmbH may request disclosure of the assignment and request the respective documents in this regard, if necessary. | 10.6 | Conduct contrary to contract on the part of the contracting partners, particularly in the event of default of payments, may result in a withdrawal of the goods subject to retention of title at the contracting partner's expenses. |
| 10.4 | The processing and manufacturing of the goods by the contracting partner shall always be carried out on behalf of and by order of KLH Massivholz GesmbH. If the goods are processed, KLH Massivholz GesmbH shall acquire joint ownership at the ratio of | | |

§ 11 LIMITATION OF LIABILITY

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| 11.1 | Outside the scope of application of the Austrian Product Liability Act ("PHG"), the liability of KLH Massivholz GesmbH shall be limited to gross negligence or intent. Damage claims in this connection shall only be justified if gross negligence of KLH Massivholz GesmbH can be proved, and the amount of these damage claims shall be limited to the invoice value. | | taken note of. The shortening of the period of limitation shall not be applicable to consumers as defined by the Austrian Consumer Protection Act. |
| 11.2 | Liability for slight negligence, consequential damage, other indirect damage and loss, financial loss, loss of profit, loss of savings, loss of interest and damage from third-party claims against the respective contracting partner shall be excluded. KLH Massivholz GesmbH also accepts no liability for damage caused by improper use of the goods. | 11.4 | The limitations of liability above do not apply to personal damage. |
| 11.3 | Damage claims shall fall under the statute of limitation within six months after the damage and the damaging party have been | 11.5 | In the event of claims asserted by third parties against the respective contracting partner which might assert a possible claim of recourse against KLH Massivholz GesmbH, the respective contracting partner shall be obliged to notify KLH Massivholz GesmbH in writing without delay and with the submission of all relevant documents - within two weeks after he has become aware of the claim of recourse against the respective contracting partner – otherwise he shall forfeit his claims of recourse. |

§ 12 SEVERABILITY CLAUSE

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| 12.1 | Should a provision of these GENERAL TERMS AND CONDITIONS be null, void, or invalid, the validity of the remaining provisions shall remain unaffected thereby. The invalid provision shall be | | replaced by one which comes as close as possible to the business intention of the invalid one. |
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§ 13 CONSUMERS

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| 13.1 | If a consumer transaction as defined by § 1 para 1 Austrian Consumer Protection Act ("KSchG") is given and if mandatory provisions of the Austrian Consumer Protection Act ("KSchG") conflict with the validity of individual provisions of these GENERAL TERMS AND CONDITIONS, it shall be deemed agreed that the respective | | provisions of the GENERAL TERMS AND CONDITIONS are replaced by the mandatory provisions of the Austrian Consumer Protection Act ("KSchG") in this respect. However, the remaining provisions of these GENERAL TERMS AND CONDITIONS shall remain in full force. |
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For love of nature



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