

# General delivery and payment conditions

for use in the commercial business dealings of  
Rieder Facades GmbH, Glemmerstraße 21, 5751 Maishofen, Austria

## 1. General matters

- 1.1. These general delivery and payment conditions are an integral part of all offers and contracts for deliveries and services of Rieder Facades GmbH; they apply in the version that was valid at the time the order was placed as the exclusive contractual basis for all business transactions between Rieder Facades GmbH and the customer, regardless of whether the order was placed verbally or in writing. Conflicting or deviating conditions of the customer, in particular any purchase conditions of the customer, are always irrelevant and non-binding for Rieder Facades GmbH, even if these are not expressly objected to by Rieder Facades GmbH or if Rieder Facades GmbH has carried out the order or delivery without raising an objection against conflicting conditions. If the delivery and payment conditions of the contracting parties contradict each other, the present conditions apply exclusively. In commercial business transactions, these conditions also apply if Rieder Facades GmbH does not expressly refer to them in later contracts in the course of an ongoing business relationship.
- 1.2. All production-related limitation periods commence at the earliest upon full acceptance of these terms and conditions.  
All manufacturing related time periods begin, at the earliest, with the full acceptance of these general terms and conditions.  
Our delivery and payment conditions also apply if we carry out delivery to the client unconditionally while being aware of the client's conditions to the contrary or the client's delivery and payment conditions which deviate from our terms. If the delivery and payment conditions of the contract partners are contradictory, the conditions in this agreement will apply exclusively. In commercial business dealings these conditions also apply if Rieder Facades GmbH, as part of a routine business relationship, does not expressly make reference to them in later contracts.
- 1.3. Field staff are not authorised to agree conditions that deviate from these terms and conditions.
- 1.4. There are no verbal ancillary agreements. All agreements, subsidiary agreements, assurances etc. must be recorded in writing or made known to us in writing.

## 2. Offers, prices, samples, copyright

- 2.1. Any cost estimates are always non-binding, unless otherwise agreed in writing in individual cases. The drawing up of a cost estimate is generally subject to a charge and will be invoiced to the customer as

agreed, unless agreed otherwise in individual cases. In individual cases, Rieder Facades GmbH waive the cost estimate fee if a contract is subsequently concluded with Rieder Facades GmbH.

- 2.2. We are bound by all offers, including any associated enclosures, for a period of 2 weeks, provided that the offer does not contain anything to the contrary. Verbal declarations (e.g. acceptance) and agreements, in particular those made staff members of Rieder Facades GmbH, must be confirmed in writing and signed by an authorised representative of Rieder Facades GmbH in order to be legally binding.
- 2.3. The documents that are part of the offer, such as illustrations, drawings, specifications and dimensions, are approximate values unless they are expressly designated as binding. The product characteristics published on our website ([www.rieder.cc/productcharacteristics\\_cs](http://www.rieder.cc/productcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)) on the day the contract is concluded apply to quality and tolerances.
- 2.4. All cost estimates, drawings, plans and other documents which are part of the offer are our property and are protected by copyright.
- 2.5. All prices are to be agreed in writing.
- 2.6. All prices are quoted in euros ex works or delivery warehouse plus value added tax, transport costs, customs duties and - if the customer is not a consumer within the meaning of section 1 consumer protection act (Konsumentenschutzgesetz) - other costs incurred between the conclusion of the contract and the transfer of the goods in accordance with the contract.
- 2.7. (Hand) samples are regarded as non-binding demonstration items, unless otherwise agreed in writing. Our offers or samples (such as regarding size, quality, weight and colour) are subject to deviations in accordance with the "product characteristics" published on our website ([www.rieder.cc/productcharacteristics\\_cs](http://www.rieder.cc/productcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)); the same applies to the tolerances specified there.
- 2.8. **Batches:** Production takes place in batches. Experience shows that identical order details also lead to different batches with differences and features (for example regarding surface and colour) that can also be seen with the naked eye; it is thus the customer's responsibility to take into account the buffer quantities required for a uniform design and a special visual impression when ordering. There may also be differences in colour and quality within a single batch. Different batches show different behaviour with respect to environmental conditions and weathering.

### 3. (Partial) delivery, transfer of risk, acceptance and debtor's delay, custom-made products

- 3.1. The place of performance is A-5751 Maishofen, Glemmerstraße 21. Delivery is EXW in accordance with INCOTERMS 2010, unless otherwise agreed in writing in individual cases. If other agreements are made, e.g. collection of the goods from our warehouse in Kolbermoor, Maishofen nevertheless remains the place of performance.
- 3.2. The customer has the option of authorising Rieder Facades GmbH with the handling of transport; this can only be done using the authorisation form available at [www.rieder.cc/authorisation](http://www.rieder.cc/authorisation) and which is enclosed with each offer. In this case, Rieder Facades GmbH will commission a freight forwarder/carrier of its choice in the name of, for the account of and at the risk of the customer. This does, however, lead to a change in risk distribution in accordance with EXW (INCOTERMS 2010), which means that the customer must insure any transport risk remaining with him. It is also for the customer to ensure orderly access and unloading.
- 3.3. If the goods are delivered to the customer within the meaning of point 3.2 to a construction site or warehouse, the risk of accidental loss and accidental deterioration of the goods passes to the customer upon handing over to the carrier/forwarder; this also applies to partial deliveries or collection by the customer. If, by way of exception, prices are agreed "inclusive of freight" or "free site", this means that the costs for the transport are included in the agreed purchase price.
- 3.4. Unless otherwise agreed in writing, delivery deadlines or completion dates are always non-binding guide values and in no case constitute binding or guaranteed fixed dates.
- 3.5. Partial deliveries are permissible within the delivery deadlines specified by us, provided that this does not result in any usage disadvantages.
- 3.6. If the delivery / acceptance of ordered goods or partial deliveries is delayed beyond the completion date / acceptance date for reasons which are not related to point 4 of these terms and conditions, Rieder Facades GmbH has the right to charge the customer for any additional costs incurred due to storage, transport, logistics and additional work. The weekly storage costs are calculated as follows: Net value of the stock times 0.25 divided by 52 (example: value of the stock €50,000 x 0.25 / 52 = storage costs of €240.38 per week).
- 3.7. Agreed delivery periods commence at the earliest on the date of dispatch of the company's countersigned order confirmation, but not before the furnishing of customer documents, approvals and releases, and before receipt of an agreed down payment. The customer must duly countersign the terms and conditions and return them to us by fax or email.
- 3.8. The customer undertakes to ensure that the construction site can be reached and accessed properly with the intended transport equipment. He also undertakes to take protective measures to ensure that public road surfaces cannot be damaged. If damage occurs nonetheless, this is borne by the customer. He exempts Rieder Facades GmbH from such claims.
- 3.9. The customer cannot claim damages or penalties, loss of earnings, loss of profit, consequential damages or indirect damages due to delay or complete failure to deliver or perform that is due to slight negligence on the part of Rieder Facades GmbH or its employees. Nor is there any right of withdrawal in such cases. Insofar as Rieder Facades GmbH or its employees have caused the delay in delivery or service provision through gross negligence or intent, the customer may withdraw from the contract after setting a four-week grace period.
- 3.10. If the delay is due to unforeseeable events such as strikes, official state measures, riots, catastrophic fires, floods, earthquakes, traffic disturbances or other circumstances not attributable to Rieder Facades GmbH, Rieder Facades GmbH is released from the obligation to render services for the duration of these events without any claims against Rieder Facades GmbH being derived from this by the customer.
- 3.11. The customer is obliged to accept custom-made products; these will not be taken back by Rieder Facades GmbH. If the customer does not meet his acceptance obligation in due time, especially after notification of completion of the custom-made product, the risk passes to the customer immediately upon notification, who is liable to compensate Rieder Facades GmbH for all resulting damages including loss of profit, consequential damages and indirect damages as well as (storage) costs. The storage costs are calculated for each week according to the following formula: Net stock value multiplied by 0,25 divided by 52 (Example: stock value € 50.000 x 0,25 / 52 = storage costs of € 240,38 per week). Subsequent changes with regard to quantity, execution and design of custom-made products require written confirmation by Rieder Facades GmbH in order to be valid and are only possible after the order has been placed against full reimbursement of the resulting additional costs.

### 4. Warranty, inspection and complaint obligation

- 4.1. General information on the subject matter of the contract
  - The composition and quality of the goods, in particular with regard to colour, size, quality and weight, as well as tolerances, are deemed to be only those characteristics of the product which are indicated in the "product characteristics" published on our website ([www.rieder.cc/productcharacteristics\\_cs](http://www.rieder.cc/productcharacteristics_cs); [www.rieder.cc/productcharacteristics\\_ös](http://www.rieder.cc/productcharacteristics_ös); [www.rieder.cc/productcharacteristics\\_fp](http://www.rieder.cc/productcharacteristics_fp)) and the corresponding data sheets. All other quality features and tolerances require the written form and confirmation on the part of Rieder Facades GmbH, and a surcharge may be charged.
  - Concrete is a natural product. Colour differences and irregularities on the surface are to be expected. Colours can also change over time as a result of weather influences. Colour differences within the tolerance range specified in the description of the delivery quality may also occur between batches. Colour shade, texture and other tolerance-specific discrepancies (according to "product characteristics") in the goods as well as other deviations in their appearance (minor irregularities, deformations) which do not negatively impact the usability of the goods are not regarded as performance contrary to the contract. Wear due to age or weather conditions is not considered a material defect.
  - Light colours take longer to dry and may temporarily show a blue or green tinge. Experience shows that blue and green tinges can disappear over time depending on temperature, humidity, coating and other environmental influences.
  - All colours may brighten up as they dry.
  - Samples and specimens are considered non-binding demonstration pieces. It is pointed out that (hand) samples cannot convey the overall visual impression of a façade, as samples may deviate from the slabs to be produced later due to differences in storage or because they are part of a different batch.
  - Any description of the condition of the goods or any other explanation of the goods shall not be construed as a guarantee or guaranteed characteristic. The customer can only invoke a guarantee or a guaranteed characteristic if it is expressly declared as a guarantee in writing.
- 4.2. The condition for the assertion of claims based on defects is that the customer has properly handled and stored the purchased goods and has carried out the installation, laying, assembly or other further processing in accordance with the applicable specialist rules, guidelines, standards, the requirements of the approval and our works regulations.
- 4.3. For business transactions with consumers within the meaning of section 1 of the consumer protection act (Konsumentenschutzgesetz), the guarantee is governed exclusively by the statutory provisions applicable without restriction. Notwithstanding the above, the following shall be agreed exclusively for business transactions with entrepreneurs (points 4.4. to 4.10.).
- 4.4. The guarantee period is limited to one year. The guarantee period starts with the time of transfer of risk in accordance with point 3 of these terms and conditions.
- 4.5. It is the customer's responsibility to inspect the delivered goods immediately upon receipt. We are to be notified immediately, at the latest within five days, in writing, of recognisable defects, deviations in quantities or incorrect deliveries, stating the exact details and description of the alleged defects including photographs. If we are not notified in time, there is no guarantee entitlement, entitlement to damages due to the defect itself or rescission of the contract due to error about the freedom from defects of the item. We must be given the opportunity to jointly ascertain the complaints and to be present during material sampling. If agreed in advance, the customer can be provided with photographs of the loading of the goods on request.
- 4.6. In the event of a justified and timely notification of defects by the customer pursuant to section 4.5 of these terms and conditions, we are entitled, at our discretion, to remedy the defect or deliver a replacement.
- 4.7. Our advice is non-binding, and liability for it - as far as legally possible - is excluded on grounds of cause or amount.
- 4.8. If, by way of exception, we have undertaken to provide construction services, the provisions of ÖNORM standard B 2110 as amended apply to the guarantee. The staff of Rieder Facades GmbH are only there in a support capacity and are made available free of liability.
- 4.9. In the event of timely notification of defects, the customer may withhold payments only to such an extent as corresponds to the extent or proportion of the defects that have arisen/claimed.
- 4.10. Guarantee claims are excluded in the case of merely insignificant, minor

deviations from the contractually agreed object of performance, which includes minor colour deviations or deviations in execution.

## 5. Right of withdrawal, withdrawal period, consequences of withdrawal and exclusion of the right of withdrawal for consumers within the meaning of section 1 of the consumer protection act (Konsumentenschutzgesetz)

- 5.1. As a consumer within the meaning of section 1 of the consumer protection act (Konsumentenschutzgesetz), you have the right to withdraw from and revoke the purchase contract with us within 14 (fourteen) days without stating reasons. The 14-day withdrawal period begins on the day on which you or a third party named by you who is not the carrier comes into possession of the goods (delivery of the goods to you or to the third party named by you who is not the carrier). If partial deliveries are made by us, the withdrawal period begins on the day on which you or a third party named by you who is not the carrier came into possession of the last delivered goods or the last partial shipment or the last item.
- 5.2. In order to exercise your right of withdrawal, you must inform us (Rieder Facades GmbH, Glemmerstraße 21, 5751 Maishofen, AUSTRIA, office@rieder.cc) by means of a clear declaration (e.g. a letter sent by post or email) of your decision to withdraw from the purchase contract with us and to revoke it. You may use the sample withdrawal form provided by us as a PDF document, which can be downloaded at [www.rieder.cc/withdrawal](http://www.rieder.cc/withdrawal); however, this is not mandatory. You may use the sample withdrawal form or complete a different unambiguous declaration on our website ([www.rieder.cc/withdrawal](http://www.rieder.cc/withdrawal)) and submit it. If you make use of this option, we will immediately (such as by email) send you a confirmation of receipt of such a withdrawal. To comply with the withdrawal period, it is sufficient for the notification regarding your exercise of the right of withdrawal to be sent before the deadline.

### 5.3. Consequences of the withdrawal

If you withdraw from the purchase contract concluded with us or from your contract declaration (order), we must return all payments received from you, including shipping costs (except any additional costs arising from the fact that you have selected a delivery method other than our cheap standard delivery), immediately and no later than within fourteen days from the date on which the notification regarding your withdrawal from this contract has been received by us. For this refund we use the same means of payment you used for your original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this refund. We have the right to refuse payment until we have received the goods or until you have provided proof that the goods have been sent back, whichever is earlier.

You must return the goods to us by post or in person immediately and in any case no later than within fourteen days from the date on which you have notified us about your withdrawal from the purchase contract you concluded with us. The deadline is deemed adhered to if you send the goods before the expiry of the period of fourteen days. **Please note:** As the customer, you bear the direct costs of returning the goods.

You have to pay compensation for any loss in value of the goods only of this loss in value is due to a handling of the goods that is not necessary in order to check their condition, characteristics or proper functioning.

### 5.4. Exclusion of the right of withdrawal

The right of withdrawal does not apply to contracts relating to

- goods manufactured to the customer's specifications, or
- goods that are clearly tailored to your personal needs.

## 6. Technical data

We provide information and suggestions for technical implementation in accordance with the applicable laws for construction and the rules of architecture to the best of our knowledge and assuming compliance with our "planning manual". The customer must himself check the suitability of the ordered goods and the proposed execution for use intended by him. This applies in particular to questions of statics, test approval for the planned use and the non-factory coating of the slabs. In the case of a continuing obligation, Rieder Facades GmbH has the right to change the technical data of the ordered goods insofar as this is reasonable for the customer.

## 7. Billing basis

Glassfibre reinforced concrete elements are billed for by m<sup>2</sup> and the largest slab dimensions (length x height or width) needed for the manufacture of the required elements. Unavoidable offcuts on the basis of regular elements are at the expense of the customer.

## 8. Damages

- 8.1. Claims for damages are excluded regardless of the legal nature of the asserted claim. This applies, for example, primarily to direct damage, financial loss, loss of profit, indirect damage, consequential damage, damage treatment and investigation costs, handling costs, engineering services, expenses, substitute performance costs, etc. Excluded from this exclusion of liability are only damages from injury to life, body or health in the event of a breach of duty on our part and other damages due to intentional or grossly negligent breach of duty on our part. The foregoing applies in particular to culpability in the case of contractual negotiations, breach of an ancillary obligation or other legal claims.
- 8.2. Claims for damages due to inability to perform remain unaffected. The same applies if liability is mandatory on the basis of the provisions of the product liability act (Produkthaftungsgesetz).
- 8.3. The customer indemnifies Rieder Facades GmbH against all damages and claims arising from the improper use of its goods, e.g. due to faulty engineering, faulty installation and/or faulty care and maintenance.
- 8.4. Insofar as liability is excluded or limited, this also applies to liability due to the employees and vicarious agents of Rieder Facades GmbH.

## 9. Payments, rights of set-off and retention

- 9.1. Invoices are due immediately after receipt of the invoice or no later than on the agreed completion and acceptance date. Cash in advance can be agreed. Payments can only be made to the payment office indicated on the invoice.
- 9.2. The Austrian General Civil Code (ABGB) regulation applies to the offsetting of payments against interest and costs. If the customer's general place of jurisdiction is outside of Austria, payment shall be made by advance payment or irrevocable credit order, confirmed by a major Austrian bank or by an Austrian public credit institution.
- 9.3. If the customer's general place of jurisdiction is outside of Austria, payment shall be made by advance payment or irrevocable credit order, confirmed by a major Austrian bank or by an Austrian public credit institution.
- 9.4. In the event of doubt as to the creditworthiness of the customer based on information from a bank, even if this doubt already existed at the time the contract was concluded, we are entitled to refuse performance of the service unless the customer makes payment for each delivery or provides us with security in the amount of our contractual claim. If the customer is not prepared to do so despite a request, we are entitled - without prejudice to any other rights - to withdraw from the contract.
- 9.5. The customer is in default with the non-fulfilment of a due monetary claim through the receipt of the reminder, the filing of an action or the delivery of a reminder notice. He is also in default if a calendar date has been specified for performance and he does not perform at the specified time. Notwithstanding the above, the customer is in default 30 days after due date and receipt of an invoice or equivalent request for payment. The customer's default in payment entitles us to charge default interest in the amount of 9.2% above the base interest rate, notwithstanding any other rights to which we are entitled. If a higher damage caused by delay can be proven, we are entitled to claim this damage.
- 9.6. Even without agreement, section 1170b of the Austrian General Civil Code (ABGB) is applicable with the proviso that the legal security for delivery periods of less than three months must be provided in cash if this is required.

## 10. Retention of title, security of claims

- 10.1. The delivered goods remain our property (retention of title) until complete payment of all claims arising from the respective purchase contract. The customer is obliged to ensure the careful handling of the goods.
- 10.2. In business transactions with entrepreneurs, the retention of title extends to all claims arising from the business relationship with the customer, including ancillary claims.
- 10.3. If the customer acts in breach of contract, in particular in the event of default in payment, we are entitled to take back the delivered goods. Unless the customer is a consumer, the taking back of the goods does not constitute a withdrawal from the contract, unless we have expressly declared this.
- 10.4. The customer is obliged to treat the delivered item with care (in accordance with "handling guidelines"); specifically, he must at his own expense take out adequate insurance against fire, water and theft.
- 10.5. The treatment or processing of the purchased item by the customer is always undertaken on our behalf. If the object of sale is processed with other objects not belonging to us, we acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount including value added tax) to the other processed objects at the time of processing.

- 10.6. If the object of sale is inseparably mixed with other objects not belonging to us, we acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount including value added tax) to the other mixed objects at the time of processing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer assigns to us proportionate co-ownership. The same applies in the case of a merging.
- 10.7. The customer is entitled and authorised to sell the object of sale in the ordinary course of business. However, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claims arising from the resale against his customers or third parties, irrespective of whether the object of sale has been resold without or after treatment or processing, merging or mixing. To the same extent, the customer also assigns to us the claims (including the right to the granting of a security mortgage) which accrue to him against third parties as a result of the merging of the object of sale with a piece of land. If the customer himself is the owner of the piece of land, the assignment in advance covers the claims resulting from the sale of the land or land rights to the same extent.
- 10.8. The customer remains entitled to collect the claims assigned to us himself. In the event of default in payment on the part of the customer, however, we are entitled to revoke the collection authorisation granted to him with regard to the claims assigned to us. In this case, the customer must provide us with the necessary information that we need to assert the claims assigned to us. The assignment of the claims arising from the sale of the reserved goods to third parties is only granted to the customer if it is made for the purpose of factoring.

#### **11. Place of performance**

Place of performance for all contracts with regard to delivery and payment is the registered office of Rieder Facades GmbH in A-5751 Maishofen, Glemmerstraße 21.

#### **12. Place of jurisdiction, applicable law**

- 12.1. For all disputes arising out of or in connection with these general conditions of delivery and payment and the contracts concluded in accordance with these general conditions of business, the exclusive place of jurisdiction is the competent court for the city of Salzburg. Rieder Facades GmbH reserves the right to bring an action before the court responsible for the customer.
- 12.2. These general delivery and payment conditions as well as all contracts concluded in accordance with these general terms and conditions of business are subject exclusively to Austrian substantive law to the exclusion of reference standards and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

#### **13. Data protection and confidentiality**

- 13.1. The data processing takes place in accordance with the legal data protection regulations. In particular, Rieder Facades GmbH has taken technical and organisational precautions to protect customer data against loss, destruction, access, alteration or distribution by unauthorised third parties.
- 13.2. Personal data are data which allow the identification of the customer. This includes, for example, (company) name, address, telephone number or email address. By submitting the order, the customer acknowledges that Rieder Facades GmbH collects, stores, processes and uses the personal data provided in the course of the order in order to properly execute the order. For this purpose, Rieder Facades GmbH is also permitted to pass on the data necessary for order processing to the companies involved in the execution of the order and payment. The data are not passed on to other third parties. After expiry of the legal storage obligations these data will be deleted unless the customer has expressly agreed to the further use of the data.
- 13.3. Both Rieder Facades GmbH and the customer undertake to treat confidential information which becomes known to them as a result of the business relationship as confidential vis-à-vis third parties and to impose this obligation on their employees. Any transfer of data is subject to the data protection regulations.

#### **14. Miscellaneous**

- 14.1. The language of contract, order and business is German without exception.
- 14.2. Transfers of rights and obligations of the customer from the contract concluded with Rieder Facades GmbH require our written consent in order to be effective.
- 14.3. Should any provision of the contract including these conditions of delivery and payment be or become invalid or unenforceable in whole or in part, the validity of the other provisions will not affect this and the invalid provision will be replaced by a valid provision that comes as close as possible to the declared intention of the parties.
- 14.4. There are no verbal subsidiary agreements. Supplements, subsidiary agreements or amendments are only effective if they have been made in writing. The same applies to the waiver of this written form requirement.