

## GENERAL TERMS AND CONDITIONS

### For entrepreneurs

#### 1. General validity

- 1.1. The General Terms and Conditions (hereinafter referred to as GTC) apply to the business relationship and thus to all future contracts, orders and mandates between FloorBridge International GmbH, Gewerbepark 21, 4101 Feldkirchen an der Donau, (hereinafter referred to as FLOORBRIDGE) and its customers for whom this business belongs to the operation of a company (hereinafter referred to as CUSTOMERS). The GTC regulate the mutual rights and obligations between the contracting parties. FLOORBRIDGE prepares offers and provides services and deliveries exclusively on the basis of these GTC. This applies to existing and future contractual relationships, even if they are not expressly referred to. In any case, upon acceptance of a delivery by the CUSTOMER, FLOORBRIDGE's GTC shall be accepted by the CUSTOMER.
- 1.2. Oral agreements of the contracting parties shall be replaced by the written contract.
- 1.3. Deviating, conflicting or supplementary GTC of the CUSTOMER shall not become part of the contract, even if known, unless FLOORBRIDGE agrees in writing to their validity. The written form shall be deemed to have been complied with by sending a fax or e-mail.

#### 2. Offer and conclusion of contract

- 2.1. Orders placed by the CUSTOMER shall not be deemed accepted until they have been confirmed by FLOORBRIDGE in writing, including by e-mail. Declarations and offers made by FLOORBRIDGE until then are non-binding and shall be deemed to be an invitation to submit an offer by the CUSTOMER.
- 2.2. Offers made by FLOORBRIDGE are subject to confirmation. Likewise, technical descriptions and other details in offers, brochures and other information are initially non-binding.
- 2.3. Offers and cost estimates shall only be made in writing. Verbal cost estimates shall have no legal significance.
- 2.4. Offers and cost estimates shall be made on the basis of the information provided by the CUSTOMER, without any guarantee of completeness or correctness.
- 2.5. FLOORBRIDGE reserves its property rights and industrial property rights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties.
- 2.6. FLOORBRIDGE reserves the right to sell goods offered to the CUSTOMER to third parties during the period of validity of the offer (prior sale). The CUSTOMER shall not be entitled to any claims whatsoever.
- 2.7. If information in written order confirmations issued by FLOORBRIDGE deviates from FLOORBRIDGE's catalogue, brochure or other information, the information in the order confirmation shall be binding.

#### 3. Prices

3.1. Unless fixed prices or price liabilities due to delivery dates have been expressly confirmed, FLOORBRIDGE reserves the right to adjust prices accordingly for changes in exchange rates, fiscal charges, customs duties, freight, increases in raw materials, production and labour costs which have occurred or been introduced from the date of order confirmation until the date of delivery.

3.2. Unless otherwise expressly agreed in writing, prices are exclusive of the applicable statutory value-added tax. Prices are quoted in Euro.

#### **4. Deliveries**

4.1. Deliveries by FLOORBRIDGE shall always be made ex works Feldkirchen an der Donau.

4.2. The delivery shall be deemed to have been handed over to CUSTOMER upon collection by CUSTOMER or transfer to the carrier. The risk shall thus also pass to CUSTOMER.

4.3. Delivery periods and dates are initially non-binding. In order to agree on a binding delivery date, FLOORBRIDGE must expressly confirm this in writing (also by e-mail).

4.4. In order to comply with a delivery period or date agreed in accordance with Clause 4.2, FLOORBRIDGE shall notify the CUSTOMER that the goods are ready for dispatch or hand them over to a carrier within this period or at the latest by the date agreed.

4.5. Agreed delivery periods shall not commence until all details of execution have been fully clarified. Compliance with any agreed delivery periods presupposes the fulfilment of the contractual obligations by the CUSTOMER.

4.6. The scope of FLOORBRIDGE's obligation to deliver shall result exclusively from this contract. FLOORBRIDGE reserves the right to make design, shape and colour changes based on improvements in technology or on legal requirements, unless such changes are significant or otherwise unreasonable for the CUSTOMER.

4.7. FLOORBRIDGE shall be entitled to make partial deliveries.

4.8. Packaging and transport costs are to be paid by the CUSTOMER.

4.9. Packaging material will not be taken back by FLOORBRIDGE.

#### **5. Delivery periods / prevention of delivery**

5.1. Any agreed delivery period or date shall be subject to the express reservation of events of force majeure. This includes, for example, strikes, lockouts, fire, natural disasters, transport interruptions, shortages of raw materials and energy, delays in delivery by suppliers, epidemics, pandemics, as well as other unforeseen operational disruptions at FLOORBRIDGE or its suppliers.

5.2. The delays in delivery caused by the above events shall release FLOORBRIDGE from its obligation to comply with the confirmed delivery period or date. However, it does not entitle the CUSTOMER to withdraw from the order placed with FLOORBRIDGE or to refuse acceptance of the consignment. In all these cases the CUSTOMER shall not be entitled to any claims for damages whatsoever against FLOORBRIDGE.

- 5.3. If FLOORBRIDGE does not comply with delivery periods or delivery dates and the agreement pursuant to Sections 5.1. and 5.2. does not apply, the CUSTOMER shall be obliged to grant FLOORBRIDGE a reasonable grace period of at least 45 days in writing. The CUSTOMER may withdraw from the contract after this grace period has expired. This does not apply to customer-specific orders which involve investments on the part of the contractor. In this case, the CUSTOMER is obliged to fully compensate for the investment expenses incurred.
- 5.4. In the event of a delay in acceptance of the delivery provided, the CUSTOMER shall pay any storage costs or demurrage to FLOORBRIDGE. In such cases the delivery shall be invoiced and payable in accordance with the agreed conditions. The risk shall pass to the CUSTOMER with notification of readiness for shipment.
- 5.5. FLOORBRIDGE shall not be obliged to deliver if the CUSTOMER is in default with payment from other deliveries by FLOORBRIDGE.

## 6. Terms of payment

- 6.1. Unless otherwise agreed, invoices from FLOORBRIDGE shall be payable net within 14 days of the invoice date. A cash discount deduction is not permitted without a special written agreement.
- 6.2. In the event of default of payment by the CUSTOMER, FLOORBRIDGE shall be entitled to claim interest at a rate of 12% p.a. for the period from the due date until receipt of payment.
- 6.3. Furthermore, all reminder and collection charges and ancillary charges incurred in connection with the outstanding claim shall be paid equal to the principal debt.
- 6.4. In the event that FLOORBRIDGE assumes the dunning process itself, the CUSTOMER shall pay a lump sum of EUR 40 for this.
- 6.5. The Customer shall only be entitled to set-off if its counterclaims have been legally established, are undisputed or have been acknowledged in writing by FLOORBRIDGE.
- 6.6. The CUSTOMER shall only be entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship. Insofar as the CUSTOMER exercises his right of retention due to alleged defects, this shall be limited in amount to the costs of remedying the defect.
- 6.7. If the CUSTOMER unjustifiably withdraws from the contract, he shall nevertheless be obliged to pay the agreed remuneration in accordance with § 1168 ABGB. Alternatively, FLOORBRIDGE shall be entitled to claim from the CUSTOMER lump-sum damages in the amount of 30% of the gross sales price. FLOORBRIDGE reserves the right to claim higher damages against corresponding proof.
- 6.8. In the case of customer-specific special orders, rescission is expressly not possible. In this case, the CUSTOMER shall in any case pay the entire agreed price.

## 7. Warranty

- 7.1. Unless otherwise agreed, FLOORBRIDGE shall supply materials of customary quality and condition. The CUSTOMER shall notify FLOORBRIDGE in writing of any defects immediately, but no later than within seven days of delivery, giving a precise description of the alleged defect, otherwise the right shall be forfeited. Complaints due to incomplete or incorrect delivery must be made within the same period.
- 7.2. In the event of repair attempts or repairs by the CUSTOMER or improper storage or use, all claims of the CUSTOMER of any kind shall be excluded.
- 7.3. The reversal of the burden of proof pursuant to § 924 ABGB at the expense of FLOORBRIDGE shall be excluded. The existence of the defect at the time of delivery, the time of discovery of the defect and the timeliness of the notice of defect shall be proved by the CUSTOMER.
- 7.4. The right of recourse according to § 933b ABGB is excluded.

## 8. Damages / compensation

- 8.1. FLOORBRIDGE shall be liable for damages resulting from injury to life, limb or health in accordance with the statutory provisions. For other damages FLOORBRIDGE shall only be liable for intent and gross negligence. Liability under the Product Liability Act shall remain unaffected by the above provisions.
- 8.2. Claims for damages shall be limited in amount to the order value excluding taxes. In no event, FLOORBRIDGE shall be liable to compensation for lost profits or damage to the CUSTOMER'S assets.
- 8.3. Any claim for damages shall expire six months after the CUSTOMER became aware of the damage and the injuring party, but no later than one year after handover of the goods.
- 8.4. Technical advice, data and information on application and processing possibilities for FLOORBRIDGE's products and all other related statements by or on behalf of FLOORBRIDGE shall be given to the best of FLOORBRIDGE's knowledge but without obligation and to the exclusion of any liability. Any references to technical specifications are guide values. In case of application, these must be tested and released by the CUSTOMER on his own account.

## 9. Retention of title

- 9.1. The CUSTOMER shall not acquire title to the delivery item under the contract until all claims resulting from this contract and from the business relationship with FLOORBRIDGE have been paid in full (retention of title). In case of a current account, the reserved property is considered to be a security for FLOORBRIDGE's balance claim. The CUSTOMER may only sell the reserved goods within the framework of normal and orderly business transactions. In this case, the CUSTOMER hereby assigns to FLOORBRIDGE all claims against third parties arising therefrom in the amount of the claims with priority and including all ancillary rights. This right of sale shall not exist if the CUSTOMER is in arrears

with any payment to FLOORBRIDGE or has to fear, according to the due diligence of a prudent businessman, that he will not be able to pay FLOORBRIDGE's claim on the due date.

- 9.2. The CUSTOMER is obliged to note the existing retention of title in his books and to inform the buyer of the goods subject to retention of title.
- 9.3. The CUSTOMER hereby instructs and authorises FLOORBRIDGE to assert any rights under the ABGB against its contracting party in its own name or in the name of FLOORBRIDGE, but for its own account, and for this purpose assigns to FLOORBRIDGE the exercise rights to which it is entitled under the ABGB against the contracting party, as well as any new rights arising therefrom.
- 9.4. FLOORBRIDGE hereby accepts the foregoing assignments and agrees to the collection and assertion of the assigned claims by the CUSTOMER, but reserves the right to freely withdraw such consent at any time. If FLOORBRIDGE discloses the assignment, the CUSTOMER shall immediately make all information and documents required for the enforcement of the claims, at least a copy of the latter available to FLOORBRIDGE at its own expense. Pledging and transfer by way of security of the reserved goods are inadmissible. The CUSTOMER shall immediately notify FLOORBRIDGE of any seizure or other impairments of the reserved goods by third parties.

## 10. Special provisions

Amendments to any of these General Terms and Conditions and agreements that contradict FLOORBRIDGE's conditions shall only be valid if confirmed in writing by FLOORBRIDGE.

## 11. Contractual language

- 11.1. The prevailing language for business transactions is German. This includes all documents and descriptions.
- 11.2. In the event that communication with CUSTOMERS takes place in a language other than this language, the language chosen shall also be the language of the contract. In questions of interpretation only the German wording shall be authoritative.
- 11.3. However, this deviation from the agreed contractual language shall apply exclusively to this CUSTOMER and to the contract concluded. The CUSTOMER is not entitled to conclude further contracts in another language than the relevant contractual languages. Other CUSTOMERS have no right to choose also another language than German as the language of the contract.

## 12. Applicable law, place of jurisdiction and place of performance

- 12.1. Austrian law applies exclusively, excluding the cross-referencing norms of private international law. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.
- 12.2. Place of performance is A-4101 Feldkirchen an der Donau.

12.3. The exclusive place of jurisdiction for all disputes arising from existing and future contractual relationships, orders and mandates of the CUSTOMER is the competent court in A-4020 Linz.

### **13. Severability clause**

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. In such a case, the invalid provision shall be replaced by an effective provision which comes as close as possible to the purpose of the invalid provision in order to achieve the intended economic purpose.

**Feldkirchen an der Donau, December 2021**