

Standard Terms of Business of creosa interior KG

Act 2008

1. Scope of application

The following standard terms of business (STB) shall exclusively apply to all contractual and business relationships between the customer and creosa interior. Our STB shall also apply if creosa interior processes an order despite knowledge of customer conditions departing from these STB. Our STB shall be deemed to be general conditions for all further legal transactions between the privity of contract.

2. Offer terms & prices

A contract between creosa interior and the customer is only concluded upon receipt of a written confirmation of order. Errors in descriptions, dimensions, delivery times and prices might occur. All prices shown do not include VAT except if stipulated otherwise. The applicable price is the price stated in each individual quotation.

3. Terms of payment

Payment in full will be required within 14 days net of the invoice date. We shall be entitled to carry out any initial orders only against 50 percent payment in advance. Furthermore we shall be entitled to require payment in advance for acceptance or execution of domestic orders most notably if the customer is in arrears with payment for other existing contracts. We shall be entitled to require a 50 percent payment in advance for all orders from abroad. If a customer cancels an order all work performed at that time shall be invoiced to 100 percent.

4. Delivery and transport

Our written offer is determinative for our delivery dates. creosa interior's compliance with the supply and performance obligation shall be subject to the customer's timely and due performance of all contractual obligations. Our retail prices do not include delivery and assembly costs. By specific request from the customer transportation costs can be quoted, invoiced and organised separately. The risk of the delivery item shall pass to the customer at the time of leaving the works or our business premises.

5. Retention of Title

creosa interior reserves title to all supplied goods until all outstanding payments from the customer have been received.

6. Complaint and warranty

Apparent defects shall be notified in writing to creosa interior at the latest within 7 days after

receipt of the goods. The customer shall be bound to keep the defective goods ready for an inspection of our own choice. Goods that prove to be defective may also be returned for an inspection after having consulted creosa interior. The transport costs incurred for such purpose shall be borne by creosa interior. Provided that the defect is not insignificant the goods shall either be replaced or the defects shall be remedied by creosa interior. If creosa interior is not willing or able to remedy the defect/supply a replacement the customer shall be entitled to demand withdrawal from the contract or reduction of the price. Claims in case of defect do not exist if the customer makes use of the goods on presentations like fairs or exhibitions after having discovered the defect and without having informed us in writing. The same applies if the customer carries out remedies himself or has remedies performed by somebody else without our permission. Warranty shall not apply for special designs made to customer's specifications in case possible defects are based upon these.

We are not liable for defects that did not occur on the delivery item itself, in particular we are not liable for the customer's financial losses or losses of profit.

We shall not be held liable if the cause of damage is due to malicious intent or gross negligence. Warranty claims are not transferable and only the customer himself shall be entitled to assert such claims.

7. Place of performance

The place of performance for all obligations shall be creosa interior's registered place of business.

8. Applicable law, legal venue

The law of the Republic of Austria shall apply. Generally the contractual language is German. The contractual language for our foreign contractual partners is English. Contract parties agree to Austrian domestic jurisdiction. If it is not a consumer business the exclusive place of jurisdiction for all disputes arising from this business relationship shall be the local court of creosa interior's registered place of business.

9. Concluding provisions

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions. In the event that a provision is invalid contractual partners shall be bound to replace it by a provision coming closest to the intended economic purpose.

10. Disclaimer for our homepage

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