

# GENERAL TERMS AND CONDITIONS OF BUSINESS

## For entrepreneurs

### 1. General applicability

- 1.1. The general terms and conditions of business shall apply to the business relationship between FloorBridge International GmbH, Gewerbepark 21, 4101 Feldkirchen an der Donau (hereinafter referred to as FLOORBRIDGE) and its customers for whom this transaction belongs for the operation of a company (hereinafter referred to as CUSTOMER). The general terms and conditions of business regulate the mutual rights and obligations between the Contracting Partners. FLOORBRIDGE issues offers and provides services and deliveries exclusively on the basis of these general terms and conditions of business. This shall apply to the existing and future contractual relationships, even if these are not expressly referred to. Should the CUSTOMER take receipt of a delivery, these general terms and conditions of business of FLOORBRIDGE shall always be deemed to be accepted.
- 1.2. Oral agreements between the Contracting Parties shall be replaced by the written contract.
- 1.3. Deviating, conflicting or supplementary general terms and conditions of business of the Customer shall not become part of the contract, even if these are known, unless their applicability is agreed to by FLOORBRIDGE in writing. The written form requirement shall be complied with by the sending of a fax or email.

### 2. Offer and conclusion of the contract

- 2.1. Orders of the CUSTOMER shall not be deemed to have been accepted until these are confirmed by FLOORBRIDGE in writing, also by email. Until this time, declarations and offers provided by FLOORBRIDGE shall be non-binding and shall be deemed to represent an invitation on the part of the CUSTOMER to make an offer.
- 2.2. Offers of FLOORBRIDGE shall be subject to confirmation. Technical descriptions and other statements in offers, prospectuses and other information shall also be initially of a non-binding nature.
- 2.3. Offers and cost quotations shall only be issued in writing. Oral cost estimates shall not be legally binding.
- 2.4. Offers and cost quotations shall be provided on the basis of the information provided by the CUSTOMER without any guarantee concerning completeness or correctness.
- 2.5. FLOORBRIDGE shall retain its ownership rights and property rights in respect of images, drawings, calculations and other documents. These may not be made accessible to third parties.
- 2.6. FLOORBRIDGE shall retain the right to sell the goods which have been offered to the CUSTOMER to third parties during the period of validity of the offer (interim sale). The CUSTOMER shall not be entitled to any claims as a result.
- 2.7. Should information in written order confirmations provided by FLOORBRIDGE deviate from the statements of FLOORBRIDGE in catalogues, prospectuses or other information, the information in the order confirmation shall be binding.

### 3. Prices

- 3.1. Should fixed prices or delivery dependent price liabilities not have been expressly confirmed, FLOORBRIDGE shall reserve the right to correspondingly adjust prices in case of exchange rate fluctuations, tax duties, customs charges, increases to the cost of raw materials, manufacturing and wages which occurred or were introduced between the date of the order confirmation and the date of delivery.
- 3.2. The value added tax for domestic deliveries is not included in the prices. This must always be paid by the Customer. The prices are stated in euros.

### 4. Deliveries

- 4.1. Deliveries of FLOORBRIDGE shall, as a rule, take place from the factory in Feldkirchen an der Donau.
- 4.2. The delivery shall be deemed to have been handed over to the Customer at the time that the Customer collects the goods itself or at the time of handover to the transportation company. At this time, the risk shall also be transferred to the CUSTOMER.
- 4.3. Delivery deadlines and dates shall initially be of a non-binding nature. An express, written confirmation by FLOORBRIDGE (also by email) shall be necessary for the agreement of a binding delivery date.
- 4.4. In order to comply with a delivery deadline or date agreed in accordance with Number 4.2, FLOORBRIDGE shall be required to declare to the CUSTOMER that the goods are ready for dispatch or to hand these over to a transportation company within the said deadline or at the latest by the stated date.
- 4.5. Agreed delivery deadlines shall not start to run until after full clarification of all details related to performance. The compliance with any agreed delivery deadlines shall be subject to the fulfilment of the contractual obligations on the part of the CUSTOMER.
- 4.6. The scope of the delivery obligation of FLOORBRIDGE shall be exclusively stated in this contract. Construction, form and colour deviations which are connected to an improvement in technology or legislative requirements shall remain reserved, unless the said deviations are significant or are unreasonable for the CUSTOMER in other ways.
- 4.7. FLOORBRIDGE shall be entitled to provide partial deliveries.
- 4.8. The costs of packaging and delivery shall be paid by the CUSTOMER.
- 4.9. Packaging materials will not be accepted for return by FLOORBRIDGE.

### 5. Delivery deadlines / delivery hindrances

- 5.1. Any agreed delivery deadline or delivery date shall be subject to the express reservation of cases of force majeure. As an example, this shall include strikes, blockades, fires, natural events, transport disruptions, lack of raw materials and energy, delivery delays on the part of suppliers and other unforeseeable operational disruptions on the part of FLOORBRIDGE or its suppliers.
- 5.2. The delivery delays caused by the events stated above shall release FLOORBRIDGE from the obligation to comply with the confirmed delivery deadline or date. However, this shall not entitle the CUSTOMER to rescind the order which has been issued to FLOORBRIDGE or to refuse acceptance of the shipment. In all of the cases stated above, the CUSTOMER shall not be entitled to any damages claims of any kind against FLOORBRIDGE.
- 5.3. Should delivery deadlines or dates not be complied with by FLOORBRIDGE and should the agreement in accordance with Numbers 5.1 and 5.2 not apply either, the CUSTOMER shall be obliged to set FLOORBRIDGE a reasonable period of grace of at least 45 days in writing. Following the expiry of the said period of grace, the CUSTOMER shall be able to rescind the contract. This shall not apply to customer-specific orders which involve investments on the part of the contractor. In such a case, the principal shall be obliged to provide a full settlement in respect of the investment expenses incurred.
- 5.4. In case of a delay in acceptance of the delivery which has been provided, the CUSTOMER must pay any storage costs or demurrage charges to FLOORBRIDGE. In such cases, the delivery will be invoiced and shall be payable in accordance with the agreed terms. The risk shall be transferred to the CUSTOMER at the time of notification concerning readiness for dispatch.
- 5.5. FLOORBRIDGE shall not be obliged to provide a delivery if the CUSTOMER is in default in respect of the payment of other deliveries of FLOORBRIDGE.

### 6. Payment terms

- 6.1. Unless otherwise agreed, invoices of FLOORBRIDGE shall be payable within 14 days of the invoice date purely net. Without a special written agreement, a discount deduction shall not be permitted.
- 6.2. In case of payment default on the part of the CUSTOMER, FLOORBRIDGE shall be entitled to demand interest to the amount of 12% per annum for the period of time between the due date and the receipt of the payment.
- 6.3. In addition, all warning costs, collection fees and ancillary expenses connected to the claim owed must be paid in addition to the principal debt.

- 6.4. In case that FLOORBRIDGE undertakes the warning process itself, the CUSTOMER must pay a fixed fee of 40 EUR in this respect.
- 6.5. The Customer shall only be entitled to a right of set off if its counterclaims have been recognised by a court, are undisputed or have been acknowledged by FLOORBRIDGE.
- 6.6. The CUSTOMER shall only be entitled to a right of retention if its counterclaim refers to the same contractual relationship. Should the CUSTOMER assert its right of retention due to alleged defects, this shall be limited to the cost of correction of the defects
- 6.7. Should the CUSTOMER unjustifiably rescind the contract, he shall still be obliged to pay the agreed remuneration in accordance with § 1168 of the Austrian Civil Code (ABGB). Alternatively, FLOORBRIDGE shall be entitled to demand fixed damages from the CUSTOMER to the amount of 30% of the gross sale price. FLOORBRIDGE shall reserve the right to assert higher damages claims by means of the provision of corresponding proof.
- 6.8. In case of customer-specific special orders, rescission of the contract shall be expressly excluded. In such a case, the CUSTOMER must always pay the agreed price in full.

## **7. Warranty**

- 7.1. Without a separate agreement, we will deliver materials which correspond to the quality and properties which are customary in the trade. The Customer must raise a complaint in respect of any defects to FLOORBRIDGE in writing immediately, however at the latest within seven days of delivery with a precise description of the alleged defect, otherwise all rights will lapse. Within the same deadline, objections concerning incomplete or incorrect deliveries must be notified.
- 7.2. In case of repair attempts or corrections by the CUSTOMER or in case of incorrect storage or use, all claims of the CUSTOMER of any type shall be excluded.
- 7.3. The shifting of the burden of proof to the detriment of FLOORBRIDGE in accordance with § 924 of the Austrian Civil Code (ABGB) shall be excluded. The CUSTOMER must provide proof of the presence of the defect at the time of delivery, the time of noticing the defect and the timeliness of the defect complaint.
- 7.4. The right of recourse in accordance with § 933b of the Austrian Civil Code (ABGB) shall be excluded.

## **8. Damages claims**

- 8.1. FLOORBRIDGE shall incur liability in accordance with the statutory provisions for losses connected to injury to life, body or health. In respect of other losses, FLOORBRIDGE shall only incur liability in case of intent and gross negligence. The liability in accordance with the Austrian Product Liability Act (Produkthaftungsgesetz) shall not be affected by the provisions above.
- 8.2. Damages claims shall be limited to the order value exclusive of tax. The reimbursement of lost profits and purely pecuniary losses of the CUSTOMER by FLOORBRIDGE shall always be excluded.
- 8.3. All damages claims shall be time barred following the time when the CUSTOMER became aware of the loss and the party causing the loss, however at the latest one year following handover of the goods.
- 8.4. Technical advice, statements and information concerning application and processing options of the products of FLOORBRIDGE and all other related statements by FLOORBRIDGE or the party acting for it shall take place to the best of its knowledge, however on a non-binding basis and to the exclusion of any liability. Any statements concerning technical specifications shall be guidelines. In case that these are applied, these shall be tested and approved by the CUSTOMER on its own account.

## **9. Reservation of ownership**

- 9.1. The CUSTOMER shall not acquire ownership in respect of the object of delivery which forms the subject matter of the contract until full payment of all claims resulting from this contract and the business relationship with FLOORBRIDGE (reservation of ownership). In cases of current accounts, the property shall be deemed to be security for the claim to the balance of the account. The buyer shall only be able to sell the goods which are subject to reservation of ownership in the course of normal and proper business dealings. In such a case, the buyer hereby now assigns to FLOORBRIDGE all claims against third parties which are accrued to it as a priority and inclusive of all ancillary rights to the amount of the said claims. The said right of sale shall therefore not exist if the CUSTOMER is in arrears with any payment to FLOORBRIDGE or if there are concerns in accordance with the duty of care of a prudent businessman that the claim of FLOORBRIDGE will not be able to be paid at the time when it becomes due.
- 9.2. The CUSTOMER shall be obliged to note the reservation of ownership in its books and to inform the buyer of the goods which are subject to reservation of ownership of such.
- 9.3. If applicable, the CUSTOMER hereby now engages and authorises FLOORBRIDGE to assert the rights under the Austrian Civil Code (ABGB) against its contracting partner in its name or in the name of FLOORBRIDGE, however on its account and hereby now assigns to FLOORBRIDGE for this purpose the rights of assertion against the contracting partner under the Austrian Civil Code (ABGB) to which it is entitled, as well as the new rights which are accrued as a result.
- 9.4. FLOORBRIDGE hereby now accepts the above assignments, however it agrees to the collection and assertion of the assigned claims by the CUSTOMER in a manner which shall always be voluntary. Should FLOORBRIDGE disclose the assignment, the CUSTOMER shall immediately provide FLOORBRIDGE with all necessary information and documents for the assertion of the claims, the latter in at least one copy, at its own expense. The pledging or provision of the goods subject to reservation as security shall be excluded. The CUSTOMER must immediately inform FLOORBRIDGE should a third party pledge the goods which are subject to reservation of ownership or should other impairments arise.

## **10. Special provisions**

Amendments to any of the general terms and conditions of business at hand, as well as agreements which contradict the terms of FLOORBRIDGE shall only be valid if these have been confirmed by FLOORBRIDGE in writing.

## **11. Contractual language**

- 11.1. The sole relevant language during the performance of the transaction shall be German. This shall include all documents and descriptions.
- 11.2. In case that communication with the CUSTOMER takes place in a language other than German, the selected language shall also be deemed to be the language of the contract. In case of questions concerning interpretation, the German version shall be decisive.
- 11.3. However, the said deviation from the agreed contractual language shall apply exclusively to the said customer and the concluded contract. The CUSTOMER shall not have any claim to the conclusion of additional contracts in a language other than the relevant contractual languages. Other CUSTOMERS shall also not have a right to select a language other than German as the contractual language.

## **12. Choice of law, place of jurisdiction and place of performance**

- 12.1. Austrian law shall apply exclusively to the exclusion of the international reference norms. The provisions of the United Nations Convention concerning the International Sale of Goods shall not apply.
- 12.2. The place of performance shall be A-4101 Feldkirchen an der Donau.
- 12.3. The exclusive place of jurisdiction shall be the objectively competent court in A-4020 Linz.

## **13. Severability clause**

Should any individual provisions of these general terms and conditions of business be or become invalid, this shall not affect the validity of the remaining clauses and the contracts concluded on the basis of these. In such a case, the invalid provision shall be replaced by an effective clause which comes as close as possible to the sense and purpose of the invalid provision, in order to attain the intended economic objective.