

General Conditions of Sale

1. General

1.1. The following terms and conditions of sale and delivery apply to all business relations (such as sales contracts, contracts for work, assembly contracts etc.) of VOGLAUER Gschwandtner & Zwilling GmbH, hereinafter referred to as VOGLAUER, with customers. By placing an order or entering a contract with VOGLAUER, the customer accepts them as binding. Even if known, divergent, contradictory or supplementary General Terms and Conditions of Business shall not become an integral part of the contract unless they are explicitly included within its scope in writing. If conditions are agreed in writing in the contract which deviate from these terms and conditions of sale and delivery, the provisions of the contract shall prevail.

1.2. VOGLAUER only ever enters contracts with entrepreneurs. If, in exceptional cases, the customer is a consumer within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz), the customer is obliged to inform VOGLAUER, otherwise the customer will become liable for damages. These General Terms and Conditions of Sale and Delivery apply to business transactions with consumers only insofar as they do not violate the mandatory provisions of the Consumer Protection Act.

2. Offer, prices

2.1. All prices quoted by VOGLAUER in offers and price lists are subject to change and understood to be net prices unless it is expressly pointed out that statutory value added tax is included. VOGLAUER's prices are understood to be carriage paid without fitting. Value added tax will be charged separately in accordance with the legal regulations applicable on the day of delivery or performance. VOGLAUER reserves the right to make technical as well as other changes within the bounds of what is reasonable. If a customer's order does not contain any prices, VOGLAUER's price lists applicable on the day of receiving the order shall apply to that order.

2.2. If delivery - without VOGLAUER being culpably responsible for a delay in delivery - is made after the agreed delivery date, VOGLAUER shall be entitled to raise the agreed prices accordingly. This price adjustment will be made by taking into account changes in collectively agreed labour costs or other costs necessary for providing services, such as those for materials, energy, transport, external labour financing etc. between the agreed and actual delivery date.

2.3. Export deliveries are only invoiced in euro and must also be paid in euro. If another currency is expressly agreed upon, invoicing shall be based on the euro exchange rate on the day of VOGLAUER's order confirmation. The price calculation of the Austrian National Bank (ÖNB) (published on: <https://www.oenb.at/zinssaetzwchselkurse/>) is the only relevant calculation.

3. Acceptance of order, order basis

3.1. If an order is placed with VOGLAUER, a contract will only come about by written order confirmation or delivery of goods or sending of the invoice on the part of VOGLAUER. When placing an order, the customer shall undertake to provide in full and correctly all documents necessary for producing the merchandise (measurements, actual measurements, plans etc.). Any additional costs incurred on the grounds of actual circumstances diverging from the documents or plans provided by the customer, as well as any additional costs incurred on the grounds of delay in the provision of documents shall be borne by the customer. Once the order has been taken, changes to it may only be made by mutual agreement and in writing.

3.2. If, at the time of ordering, the delivery item is not yet known in terms of all its details (in particular technical design), a provisional order confirmation will be made. The customer shall undertake to detail the order in such timely manner (notification of actual dimensions etc.) that the delivery deadlines can be met. After the details have been made known, a final order confirmation will be issued in which the content of the contract is laid down in binding form unless the customer immediately raises written objection. If this happens, the supply contract shall at all events remain valid in accordance with the provisional order confirmation. If, following a provisional order confirmation, a change is made to the order, the prices shall be adjusted to any prior cost estimate.

4. Shipment, delivery

4.1. Unless otherwise agreed, delivery of the goods shall be made carriage paid. The goods shall be unloaded from the arriving means of transportation and made available to the contracting party at the designated unloading point in the bay area or picking area. Transport insurance will only be taken out at the customer's express request. Costs arising herefrom shall be borne solely by the customer. Unless otherwise agreed in writing, the price risk will pass to the customer upon dispatch of the goods - in the event of any delay in taking

delivery on the part of the customer, upon VOGLAUER being ready for shipment.

4.2. Unless otherwise agreed in writing, the place of dispatch and forwarding route as well as the means of transportation shall be chosen by VOGLAUER at its best discretion, without assuming any liability for cheapest and fastest transportation. Quoted delivery times are always non-binding unless otherwise expressly agreed in writing.

4.3. The agreed delivery periods always begin with the date of order confirmation. If VOGLAUER is not in possession of the documents required for production, in particular actual room dimensions, at this time (start of deadline), the delivery period shall start on the day on which VOGLAUER receives the last document required for production. The customer shall undertake to submit these documents in a prompt manner. Delivery dates (delivery periods) will be extended by the time of fitting delays for which VOGLAUER is not responsible. If the customer is required to make a down payment, the delivery period will not start before the day on which the down payment is received.

4.4. If the customer - even without fault - delays in accepting the delivery item, VOGLAUER will be entitled to demand the typical local storage fee; above and beyond this, VOGLAUER will be entitled to withdraw from the delivery contract and the customer shall be required to pay the difference between the agreed price and the expected proceeds from the sale of the delivery item. In the event of fitting being agreed, the customer shall undertake to accept the contractual items immediately after completion of installation within the course of an inspection tour. The provisions on creditor default apply where acceptance is refused.

4.5. If VOGLAUER exceeds agreed delivery dates by more than 3 weeks, the customer shall have the right to withdraw from the contract after setting a reasonable period of grace. Should the delivery period be exceeded due to operational reasons which are beyond the control of VOGLAUER even when exercising the diligence of a prudent business management (in particular strikes, operational breakdowns, shortage of raw materials, but also cases of force majeure such as epidemics and epidemics leading to plant closures ('lockdown') etc.), the customer is only entitled to withdraw from the contract when the delivery period of 2 months is exceeded and an appropriate grace period is granted.

4.6. To ensure that the contracting party is supplied in an efficient and rational manner by VOGLAUER, the parties shall agree on the exclusive validity of the unloading standards of the Zukunftsinitiative Möbellogistik (Future Initiative on Furniture Logistics - ZIMLog) in their applicable version which are available for downloading on the Internet from www.dcc-moebel.org/zimlog.html or which will be sent to the contracting party on request in text form.

4.7. VOGLAUER shall be entitled to over or underdeliver by the amount customary in the trade. The contracting party is not entitled to refuse acceptance to the extent described above.

4.8. Any contractual penalty agreed between the supplier and the contracting party in individual cases will only be enforceable if the contracting party declares in writing a reservation of the right to such at the time of accepting the goods.

4.9. The reservation of a contractual penalty must be declared directly to VOGLAUER. VOGLAUER's employees, drivers or other third parties are not authorised to take a declaration of reservation of contractual penalty.

5. Withdrawal from the contract

5.1. If the customer does not or does not fully meet its contractual obligations, VOGLAUER shall be entitled to withdraw from the contract. The right to withdraw from the contract may also be declared with respect to a part of the delivery item. In such a case VOGLAUER shall undertake to deliver the part of the delivery item not affected by the withdrawal and the customer shall undertake to make payment for this part.

5.2. If VOGLAUER exercises its right to withdraw from the contract for reasons for which the customer is responsible, even without any fault on its part, or if the customer withdraws from the contract without being entitled to do so, the customer shall be required to provide reimbursement for the advance services that are provided by VOGLAUER in the course of fulfilling the contract (material procurement, special services, labour costs and the like). VOGLAUER shall have the option to charge a lump sum of 25% of the contract value for advance services without the need to provide special proof of individual services. Custom-made products already produced by VOGLAUER must be remunerated in full, less fitting and delivery costs.

6. Fitting

6.1. In the event of fitting being agreed, the customer shall undertake to ensure proper access to the premises that are being furnished. Insofar as means of transport, such as cranes and lifts, are available, these must be made available free of charge to VOGLAUER or subcontractors commissioned by VOGLAUER.

6.2. The customer shall be liable for storing the delivered moveables on the construction site, with this, in particular, including the theft-proof and dry storage of the items on the construction site.

6.3. The customer must ensure that fitting can be carried out without delay; in particular that the fitters are not hindered by other tradespeople. Furthermore, the fitting area of rooms being furnished must, if necessary, be heated, cleaned, sufficiently illuminated and provided with power supply. The costs

for electricity and water consumption shall be borne by the customer. Carpeting must be made non-slip by the customer and adequately covered over so as to prevent the occurrence of soiling or damage.

6.4. If, in the course of fitting, connections must be made with objects of the customer or third parties (e.g. fixing to masonry by drilling or mortising), the customer shall undertake to draw VOGLAUER's attention to hazardous areas before commencing work, in particular the exact course of electricity cables, gas, water and other pipe systems must be made known.

6.5. VOGLAUER is not obliged to examine the properties of walls or objects to which items are to be fastened in the course of fitting work. However, the customer is obliged to inform VOGLAUER about properties of the walls or objects which could jeopardise easy and trouble-free fitting. Any additional expenses incurred by unknown properties of walls or objects shall be borne by the customer.

6.6. Additional costs for overtime initiated by the customer and fitting delays as well as work not included in the order confirmation or work resulting from deficiencies in the existing building situation will be charged additionally and separately. This will also apply in the event that VOGLAUER has taken on the fitting work at flat rates or the fitting work was granted as a discount.

6.7. Once fitting work has been completed, the premises must be cleaned at the customer's own expense. In the absence of contractual agreements to the contrary, the fitting services offered by VOGLAUER do not include the installation and connection of electrical appliances of any kind or of lighting fixtures. Unless otherwise agreed, the customer must have this work carried out at its own expense by authorised contractors. Any packaging material must be disposed of by the customer at its own expense.

7. Notices of defects

The customer is required to examine the goods delivered for any defects without undue delay, i.e. within eight calendar days at the latest. Incomplete or incorrect deliveries as well as complaints regarding visible defects must be reported to VOGLAUER in writing immediately after taking delivery of the goods, whereas non-identifiable defects and errors must be reported immediately after they are discovered. The type and extent of the alleged defect must be clearly evident from the notice. Any failure to notify VOGLAUER of defects and errors in due time will result in the delivery being considered as approved and the assertion of warranty claims will be ruled out.

The customer has properly performed its obligation to inspect the goods if it, without opening the packaging, inspects the goods for externally identifiable quantitative or qualitative defects by means of suitable methods (hereinafter: "suitable inspection methods"). Suitable inspection methods include,

but are not limited to, (i) the inspection of the delivered quantity of goods, (ii) visual inspection of the packaging and (iii) the inspection of the goods for externally identifiable transport or other damage.

The contracting party must notify defects without delay, at the latest within two working days. The notice period is adhered to if the defect notice is dispatched within due time.

To be effective, all notices of defects must be served in writing.

8. Warranty

VOGLAUER provides a 12-month warranty on the delivered goods, commencing on the date of delivery. For electrical appliances and lighting supplied by VOGLAUER the warranty period is six months.

A warranty claim by the customer presupposes the customer having performed its statutory duty to inspect the goods and notify any defects. If the customer fails to properly inspect the goods and/or give timely notice of defects, VOGLAUER shall not be liable for any defect that was not notified.

In the case of justified and timely notices of defects, VOGLAUER will provide the warranty in the form of correction, granting a price reduction or replacement (exchange) or take back the goods against reimbursement of the purchase price, taking due consideration of the customer's interests. VOGLAUER reserves the right to choose the respective warranty remedy. If VOGLAUER fails to fulfil its warranty obligations within a reasonable period, the customer shall be entitled to make a reasonable price reduction or to withdraw from the contract. Activities initiated by VOGLAUER on account of unjustified notices of defects will be regarded as an order, the execution of which the customer will be required to pay for.

In particular, the warranty shall not cover:

- ⊙ goods provided by the customer;
- ⊙ damage resulting from deficiencies in the situation as it exists (e.g. faulty brickwork, building moisture, building defects etc.);
- ⊙ the compatibility of materials used by VOGLAUER with other parts and properties of the room being furnished, such as third-party furnishing objects, colour temperatures, heating and the like;
- ⊙ deformation and cracking of solid timbers that are used;
- ⊙ the function of the delivery item and the suitability of the material used if the design has been produced by the customer or its agent (e.g. architect);
- ⊙ slight deviations in colour shades and surface or veneer texture of individual delivery items;

- ⑥ the facts excluded in the VOGLAUER Furniture Quality Pass or the VOGLAUER manufacturer warranty declaration.

9. Exclusion of liability

9.1. VOGLAUER shall be liable for damage outside the scope of the Product Liability Act (Produkthaftungsgesetz) only to the extent that VOGLAUER is guilty of intent or gross negligence. Liability for slight negligence shall be excluded as shall be any compensation for consequential damage and financial loss, savings not achieved, loss of profit, loss of interest and damage resulting from claims on the part of third parties against the customer.

9.2. Within the scope of the Product Liability Act, VOGLAUER shall be liable for personal injury as well as for damage to property that is suffered by a consumer. VOGLAUER shall not be liable for property damage that is suffered by an entrepreneur. Furthermore, recourse on the part of the customer under Section 933b of the Civil Code of Austria (ABGB) shall be excluded. At all events, claims for damages will become statute-barred at the latest three years after delivery.

9.3. The contracting parties shall further mutually waive all claims for damages for all damage in so far as such is covered by an insurance policy of the injured party. This waiver shall not apply to damage caused intentionally or by gross negligence or to the extent that the insurer would be released from its obligation to pay as a result of such waiver.

9.4. Any locking device and safes provided by VOGLAUER shall not constitute burglary and theft protection, thereby excluding any claims for damages in this regard. Any burglary and theft protection must therefore always be provided by the customer at its own risk and expense and VOGLAUER shall not be liable for locked-away contents.

10. Payment

10.1. Invoices for deliveries of goods shall be paid in accordance with the respective agreements made. Unless otherwise agreed, the customer shall promptly pay one third of the amount stated in the order confirmation as a down payment after placing the order, one third 2 weeks before the order is ready for delivery and the remaining amount due under the delivery contract immediately after invoicing without deduction. If there is no written agreement between the contracting parties on any period allowed for payment, payments of the invoiced amounts shall be due without deduction immediately after receipt of the invoice. Bills of exchange or cheques shall be accepted by us only on the basis of a special written agreement and only ever on account of payment. Discount and bill charges shall be borne by the customer and are due immediately. The customer acknowledges that VOGLAUER sales representatives are not entitled to collect amounts due.

10.2. In the event of any default of payment, interest on arrears will be agreed at 9,2% above the base rate. Any offsetting on the part of the customer shall be excluded, unless such is done with claims that are acknowledged by VOGLAUER in writing or legally binding.

10.3. Should the customer no longer be able to engage in proper business operations, should enforcement proceedings be instigated, should a cheque or bill of exchange be protested, should payments be delayed or suspended, should the customer apply for judicial or extrajudicial rehabilitation proceedings or should insolvency proceedings be instituted, opened or an application for insolvency be rejected due to insufficient assets to recover costs, VOGLAUER is entitled to declare all claims arising from the business relationship immediately due and payable, even should bills of exchange or cheques be accepted or payment by instalments be granted. The same shall apply if the customer is in default of payment or if other circumstances become known which make his creditworthiness appear doubtful.

10.4. The customer shall not be entitled to withhold payments due to alleged defects unless the defects as well as the amount to be withheld have been acknowledged by VOGLAUER in writing or have been determined by a court of law. The assignment of customer claims against VOGLAUER to third parties as well as the transfer of rights and obligations under the contract entered shall not be permitted without VOGLAUER's prior written consent.

10.5. VOGLAUER is authorised to assign claims against the contracting party from deliveries and services to third parties (e.g. a bank or a factoring company) in their lawfully claimed amounts. The contracting party consents to the disclosure of the data required for the collection of our receivables to third parties.

11. Retention of title

11.1. The delivered goods shall remain the property of VOGLAUER until the customer's obligations, in particular payment of the purchase price including incidental costs and interest, fees, expenses etc., have been met in full.

11.2. Deliveries performed for a specific construction project which are included in the same order form a single order, even when ordered, delivered and invoiced (partial invoice) in separate stages. In this case, the retention of title to all goods delivered for the respective construction project only expires when all claims from the uniform order are settled.

11.3. The customer shall only be allowed to resell goods delivered under retention of title if they are dedicated as merchandise or if the retention of title has expired through payment or if VOGLAUER expressly agrees to such. If the goods are resold, the customer shall assign to VOGLAUER those claims arising from the sale of the goods that are subject to retention of title. The customer shall be obliged to indicate

the assignment by making book entries in its books and, if requested by VOGLAUER, to disclose the names of the debtors of the purchase price and to specify the assigned claims in exact figures. VOGLAUER shall accept the assignment. Any fees and/or taxes in connection with the assignment shall be borne by the customer and will indemnify and hold VOGLAUER free and harmless in this respect. VOGLAUER shall be entitled at any time to disclose the assignment and to collect the assigned claims itself.

11.4. The customer shall be obliged to keep the goods subject to retention of title sufficiently insured against the usual risks, such as elementary events, and to provide evidence of such to VOGLAUER upon request. The customer hereby assigns its potential insurance claims to VOGLAUER. The customer shall furthermore be obliged to store the goods according to VOGLAUER's instructions and in line with the state of the art. The customer shall be obliged to handle the goods with care during the period of retention of title.

11.5. VOGLAUER must be notified immediately of access by third parties to VOGLAUER's reserved property (seizure or description by way of pledge, other court and/or official orders). The customer shall provide whatever support VOGLAUER may require in protecting VOGLAUER's rights in respect of the reserved property and to bear the associated costs insofar as it is responsible for endangering VOGLAUER's reserved property.

11.6. In the event that the reserved goods are combined or mixed with other items, VOGLAUER shall be entitled to co-ownership of the new item in the ratio of the value of the reserved goods to the value of the other item at the time of combination or mixing. If the new item created in this way is resold, the customer shall assign the exact pro-rata purchase price from the resale to VOGLAUER within the meaning of the above-stated stipulation.

12. Intellectual property

Trademarks, representations as well as the associated drawings, plans and descriptions are VOGLAUER's intellectual property and may neither be reproduced nor made accessible to third parties without VOGLAUER's written consent.

13. Advertising

It shall be understood as agreed that properties furnished by VOGLAUER may be used by VOGLAUER for advertising purposes (reference lists, brochures, press releases etc.) stating the name of the customer as well as using pictures of the furnished property. In this context, the customer shall grant VOGLAUER the right to take photographs of furnished properties.

14. Force majeure

Events of force majeure which affect VOGLAUER or one of its suppliers shall entitle VOGLAUER to suspend deliveries for the duration of the hindrance and a reasonable start-up time without being in default or to withdraw from the contract in whole or in part according to their effects.

Events of force majeure include, but are not limited to: all impacts of natural disasters, such as earthquakes, lightning, frost, storm, floods; in addition war, epidemics and epidemics, laws, official interventions (e.g. laws and regulations issued to prevent the spread of COVID-19 and the resulting restrictions 'lockdown'), confiscation, transport disruptions, export, import and transit bans, international payment restrictions, loss of raw materials and energy; furthermore, interruptions, such as explosion, fire, strikes, sabotage, and all other events that could only be prevented at disproportionate cost and by economically unreasonable means.

15. Consent under data protection law

The customer expressly agrees that VOGLAUER may collect, process and use personal data provided by the customer, or which may be provided in the future, for marketing purposes e.g. by creating a customer file. This consent shall include in particular the transmission of information for the purpose of advertising by fax, letter, email or any other method of transmission. This consent may be withdrawn by the customer at any time with future effect.

16. Final provisions

16.1. Austrian law shall apply with the exception of the conflict of legal provisions and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be the competent court in the provincial capital of Salzburg. The place of performance for delivery and payment is VOGLAUER's registered office.

16.2. Should individual provisions of the contract or these terms and conditions of business be or become wholly or partly ineffective, that shall not affect the validity of the other provisions. The wholly or partly ineffective provision shall be replaced by a provision coming as close as possible to the economic intent of the ineffective provision.

16.3. All amendments and supplements to contracts between VOGLAUER and the customer must be made in writing, and this shall also apply to departures from the requirement of written form. All declarations on the part of VOGLAUER shall only be legally effective if they are made in writing and by employees of the VOGLAUER's headquarters in Abtenau, Austria.