

# LIST OF TYPES (gültig ab 1. Mai 2023)

# Please always indicate the following specifications:

# MODEL: VA | Vvaganto

# WOOD:

# WARDROBE DOOR GLASS:

ER   Black rustic	wild oak			P   Parsol	mirror	Q   Textured glass, quartz		
COVER MATE (please specify co	RIALS: de and colour designa	ation)						
LEATHER MON	TAN:							
LR   reinweiß	LW   sahne	LO   coco	LK   kiesel	LA   azurblau	LV   cognac	LM   stone	LP   cenere	
LY   ziegelrot	LU   caffé	LL   oceano	LX   burgundy	<b>LN</b>   anthrazit	LZ   army green	LS   schwarz	LT   testa di moro	
LODEN:	·	·		VINTAGE:	,	·	·	
EODEN.				VINTAGE.				
MG   grauweiß	MB   basaltgrau	MT   tundrabraun		VQ   quarz	VB   bronce	VT   terra	VM   moor	
CURL:								
CN   natur	CM   melange	CS   steele	CO   olive	CW   warm grey	CT   timber	CD   dark blue	CR   royal red	
CB   black								
CHALET:								





CK | kiesel

CU | umbragrau

CV | vidalschwarz

CP | perl



# Construction / loading capacities:

Beds: coreboard in genuine wood veneer, Frame parts solid wood

Bed substructure: for double beds (from 160 cm internal width) with solid wood support rail down the centre (adjustable in height to 4 levels)

Carcase and shelves: coreboard with genuine wood veneer

Wardrobe door fronts: coreboard veneered in genuine wood, structured glass or parsol mirror bronze with solid wood handles

Drawers: dovetailed solid wooden drawers (oak) with concealed, easy-action fully extending pull-out

Loading capacities: wooden shelves: max. 15 kg drawers up to 80 cm wide: max. 10 kg drawers over 80 cm wide: max. 25 kg

# Lighting (optional)

All lighting systems are permanently installed and wired into the furniture by VOGLAUER. Each illuminated element has its own control gear or transformer and a main power cable

(approx. 2.5 m) with EURO plug.

Switching: bed reading lights with touch sensor, head main light with rocker switch

Carcase interior lighting and illuminated clothes rail with motion sensor

Power/consumption: Bed reading light: 0.9 watts/pc.

Head main illumination: COB LED strip with continuous phosphor layer: 5 watts/metre

Carcase interior lighting: 20.9 watts/corpus Illuminated garment rails: 5 watts/metre

Energy consumption labelling: The following applies to all VOGLAUER furniture with lighting: "This product contains a light source of energy efficiency class F". The light sources and the associated control gear can only be replaced by qualified personnel.

# **Wood-based materials - indoor climate:**

Despite meticulous craftsmanship, wood is a living raw material that reacts to changes in humidity and adapts to the prevailing climate. This may unavoidably result in colour and texture variations, minor cracks, slight warping or open knots. An ideal indoor climate for furniture is between approx. 18-23 °C as well as 45-55 % humidity. To reduce warping or cracks to a minimum, solid wooden furniture should be exposed to the smallest possible fluctuations in temperature or humidity.

# Oiled wooden surfaces:

Our hard oil/wax combinations based on vegetable oil meet the highest environmental standards and are on a par with organic products. The oiled surface is breathable and improves the indoor climate. The surface is antistatic, i.e. dust and dirt-repellent.

Care of oiled surface: to maintain the value of oiled furniture from VOGLAUER, re-oiling is recommended every 6-8 months. Apply a thin coat of VOGLAUER care oil ("care oil" - see accessories) with a soft and non-lining cloth, rubbing evenly in the direction of the fibres. Afterwards, polish with a dry cotton cloth. The surface takes on a silky gloss and feels velvety soft.

# Furniture cover materials:

- · Lodenfabric made of 100 % pure new wool
- Vintagefabric made of 100 % microfibre (PES)
- · Sturdy soft nappa cowhide with scar pattern and distinctive mill grain.
- Curl fabric made of easy-care Q2-Hitex® yarns (74% PAN, 26 % PES)
- Chalet fabric made of easy-care Q2-Hitex® yarns (58% PAN, 42 % PES)

The production or processing of fabrics and leather involves many work steps which is why slight colour variations in the end product cannot be avoided. It is particularly important to bear this in mind when comparing samples and actual furniture. Puckering is a natural process and therefore no reflection of any reduction in quality. It results from using or stretching of cover materials.

# Important planning information:

- To ensure proper fulfilment of the contract, all structural conditions, obstructions, dimensions and loads must be identified when ascertaining what is required.
- Identify the preliminary electrical work that is required for wiring and for connecting appliances (freely suspended lighting systems require surface-mounted or concealed cable ducting solutions). Each illuminated element has a separate mains power cable (approx. 2.5 m) with EURO plug.
- Door hinges are nickel-plated and adjustable in 3 directions. However, for exact door fit, it is essential for furniture to be standing on a level and even floor; unevenness can be corrected with adjustable furniture feet.
- Chest of drawers with hinged doors can only be installed with a clearance from the wall (as shown in the drawing) on the hinge side because as a result of the way in which they are designed, the doors protrude to the side on opening them.
- All dimensions stated in the product guide are theoretical approximate dimensions and may diverge from actual dimensions, especially as a result
  of cumulative tolerances. Handle or other insignificant component projections are not included in the overall dimensions.



# Installing furniture

On account of the large doors and fully extending drawers, free-standing elements must also be fixed to the wall to prevent them from tipping forward. VOGLAUER supplies the appropriate mounting accessories for solid brickwork or masonry. For stud walls, specialist fitters must obtain suitable wall plugs screws themselves. VOGLAUER assumes no liability for installation!

All furniture is assembled and customised by VOGLAUER at the factory. Bulky furniture can be dismantled for assembly purposes or is delivered in disassembled form. VOGLAUER supplies assembly drawings for furniture that is not assembled.

# **VOGLAUER** furniture quality certificate:

When buying VOGLAUER furniture, the VOGLAUER Furniture Quality Pass is handed over (online download: www.voglauer.com). A comprehensive documentation specifying the 5-year warranty and containing many important information such as instructions for use and care.

Height to bed side top edge 46 cm, bed side width 20,9 cm Bed mattress height adjustable (approx. 29-38 cm) Max. bed inset width: internal width less 1.5 cm W/D/H in cm: 150,4 / 236 / 106,5 W/D/H in cm: 170,4 / 236 / 106,5 W/D/H in cm: 190,4 / 236 / 106,5 W/D/H in cm: 210,4 / 236 / 106,5 Bed 160/200, bolster Bed 180/200, bolster Bed 140/200, bolster Bed 200/200, bolster Description Item number **VB420N** VB620N **VB820N** VB220N Upholstery Fabric Leather Fabric Leather Fabric Leather Fabric Leather (V-B21) Surcharge bed inside length 210 cm Surcharge bed inside length 220 cm (V-B22) Height to bed side top edge 46 cm, bed side width 20,9 cm Bed mattress height adjustable (approx. 29-38 cm) Max. bed inset width: internal width less 1.5 cm W/D/H in cm: 238,4 / 236 / 106,5 W/D/H in cm: 258,4 / 236 / 106,5 W/D/H in cm: 278,4 / 236 / 106,5 W/D/H in cm: 298,4 / 236 / 106,5 Description Bed 140/200, bolster, floating shelves Bed 160/200, bolster, floating shelves Bed 180/200, bolster, floating shelves Bed 200/200, bolster, floating shelves Item number **VB420T VB620T VB820T** VB220T Upholstery Fabric Leather Fabric Leather Fabric Leather Fabric Leather Surcharge bed inside length 210 cm (V-B21) Surcharge bed inside length 220 cm (V-B22) Height to bed side top edge 46 cm, bed side width 20,9 cm Bed mattress height adjustable (approx. 29-38 cm) Max, bed inset width; internal width less 1.5 cm W/D/H in cm: 150,4 / 212,3 / 90,5 W/D/H in cm: 170,4 / 212,3 / 90,5 W/D/H in cm: 190,4 / 212,3 / 90,5 W/D/H in cm: 210,4 / 212,3 / 90,5 Bed 140/200, headboard straight Bed 160/200, headboard straight Bed 180/200, headboard straight Bed 200/200, headboard straight Description **VB420G VB620G VB820G VB220G** Item number (V-L2) Surcharge for 2 movable LED reading lights (V-WB) Surcharge for side headboard lighting with switches

(V-B21)

(V-B22)

Surcharge bed inside length 210 cm

Surcharge bed inside length 220 cm



# Uvaganto

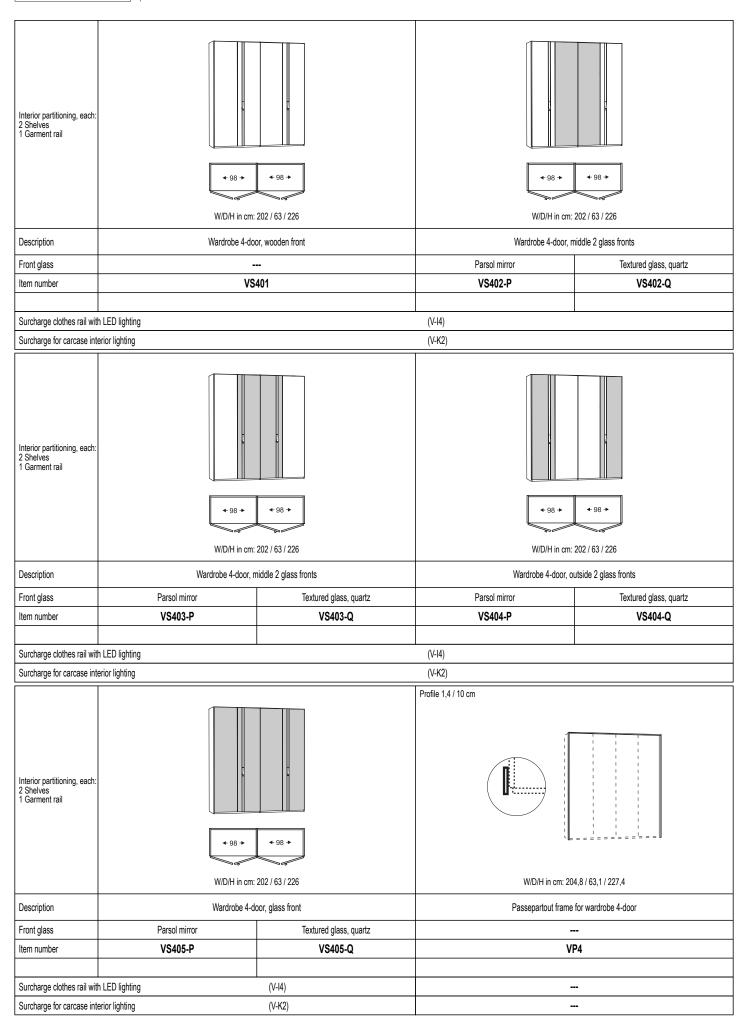
	Cover plate glass	Cover plate glas	SS		1 adjustable shelf			1 adjustable shelf		1 adjustable shelf	
Doors protrude at the side when opened (3 cm clearance from wall must be allowed)										]	
	W/D/H in cm: 65 / 43 / 40,3	W/D/H in cm:	65 / 43 / 33,9 W/D/H in a		cm: 128 / 51,6 / 82	W/D/H in cm: 128 / 51,6 / 82		W/D/H in cm: 128 / 51,6 /		82	W/D/H in cm: 128 / 51,6 / 82
Description	Bedside table, oval with 1 drawer	Bedside table, oval with 2 drawers		Chest 128, 3 drawers		Chest 128, 2-door Chest 128, accent, LH				Chest 128, 2-door, accent, RH version	
Item number	VNO1-Q	VNO2-Q		VK12L		VK12T VK12A		A-Q-L		VK12A-Q-R	
	1 adjustable shelf	_	1 adjustable shel	lf	_	1 adjustable shelf		1 adjusta		ble shelf	
Doors protrude at the side when opened (3 cm clearance from wall must be allowed)	*		*		``			*			
	W/D/H in cm: 160 / 51,6	/ 82	W/D/H	H in cm: 160 /	51,6 / 82	W/D/H in cm: 192 / 51,6 / 82		W/D/H in cm: 192 / 51,6 / 82			
Description	Chest 160, 3 drawers, accent do	or, LH version	Chest 160, 3 dr	drawers, accent door, RH version		Chest 192, 3 drawers, accent door, LH version		Chest 192, 3 drawers, accent door, RH version			
Item number	VK16L-Q-L			VK16L-Q-R		VK19L-Q-L		VK19L-Q-R			
Floating wall shelves with clip-on fitting Max. total loading capacity 10 kg		W/D/H in cm: 128 / 24 / 3,9		W/D/H in cm: 160 / 24 / 3,9		W/D/H in cm: 176 / 24 / 3,9		W/D/H in cm: 192 / 24 / 3,9			
Description	Wall shelf 128 cm		Wall shelf 160 cm		Wall shelf 176 cm			Wa	all shelf 192 cm		
Item number	VWS12		VWS16		VWS17				VWS19		
Top panel with end-grain veneer					Plate rotatable			Plate rotatable adjustable shelf		Availab VK52,	le for article VK73
Description	W/D/H in cm: 48 / 48 / 10  Cube 48/48, 10 cm high		H in cm: 34,4 / 34, cube 34/34, 35 cm					D/H in cm: 34,4 / 34,4 / 73 Cube 34/34, 73 cm high			V/D/H in cm: 30 / 30 / 5,5  Surcharge for variable
Item number	VK10		VK35	9		•		VK73	-		multi-purpose layout  V-MZ
Nom number	VICIO		VICO		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	(52		VK/3			T-(T)&
	Drawer front with end-grain veneel  W/D/H in cm: 34,4 / 80 / 34,9	VK80	e for top drawer of article  D/H in cm: 25,9 / 59,3 / 5,5  W/D/H		W/D/H in cm:	W/D/H in cm: 129 / 5,1 / 42		Base panel metal  W/D/H in cm: 49 / 49 / 192			
Description	Cube 80/34, 35 cm high, 2 draw	ers	Surcharge for varia multi-purpose layo	able	Mirror 129/42, Parsol glass		Coat rack				
Item number	VK80		V-MZ80	oul		P12	VGST				
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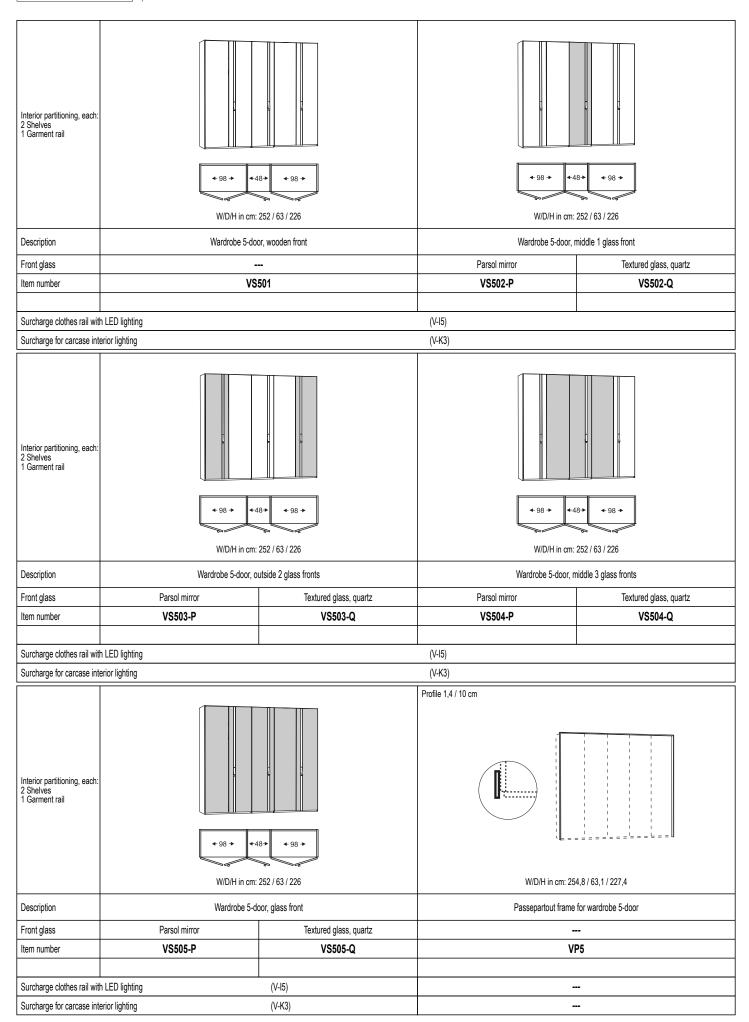


Interior partitioning, each: 2 Shelves 1 Garment rail	W/D/H in cm: 102 / 63 / 226	W/D/H in cm: 102 / 63 / 226			
Description	Wardrobe 2-door, wooden front	Wardrobe 2-do	oor, glass front		
Front glass		Parsol mirror	Textured glass, quartz		
Item number	VS201	VS203-P	VS203-Q		
Surcharge clothes rail wit	h LED lighting	(V-12)			
Surcharge for carcase int	erior lighting	(V-K1)			
	Profile 1,4 / 10 cm				
Description	Passepartout frame for wardrobe 2-door				
Item number	VP2				

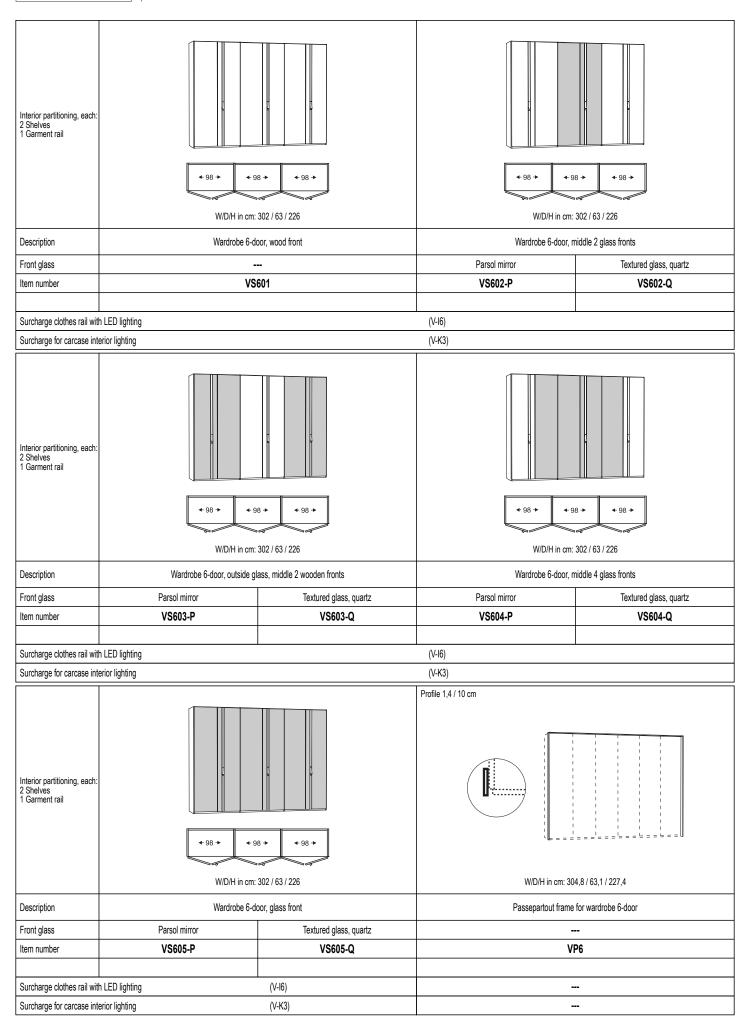
Interior partitioning, each: 2 Shelves 1 Garment rail		F 98 <b>&gt;</b> 52 / 63 / 226	W/D/H in cm: 152 / 63 / 226				
Description	Wardrobe 3-dool	; wooden front	Wardrobe 3-door, middle 1 glass front				
Front glass			Parsol mirror Textured glass, quartz				
Item number	VS3	01	VS302-P	V\$302-Q			
				·			
Surcharge clothes rail with	h LED lighting		(V-I3)				
Surcharge for carcase into	erior lighting		(V-K2)				
Interior partitioning, each: 2 Shelves 1 Garment rail		F-98 →  52 / 63 / 226	+48+ +98 → W/D/H in cm: 152 / 63 / 226				
Description	Wardrobe 3-door, ou	tside 2 glass fronts	Wardrobe 3-do	oor, glass front			
Front glass	Parsol mirror	Textured glass, quartz	Parsol mirror	Textured glass, quartz			
Item number	VS303-P	VS303-Q	VS304-P	VS304-Q			
Surcharge clothes rail with			(V-13)				
Surcharge for carcase into			(V-K2)				
	Profile 1,4 / 10 cm  W/D/H in cm: 154	8/63,1/227,4					
D							
Description	Passepartout frame f						
Item number	VP	3					







# Vvaganto



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	W/D/H in cm: 48 / 55,4 / 2		W/D/H in cm: 98 / 55,4 / 2		W/D/H in cm: 48 / 2 / 2		W/D/H in cm: 98 / 2 / 2	
Description	Shelf 48 long		Shelf 98 lor	ıg	Clot	hes rail 48 long		Clothes rail 98 long
Item number	VFACH48		VFACH9	8		VKL48		VKL98
					with motion detector, concealed cabling, including transformer and mains plug		with motion detector, concealed cabling, including transformer and mains plug	
	W/D/H in cm: 48 / 55,4 / 2		W/D/H in cm: 98 /	55,4 / 2	W/D/H	in cm: 48 / 55,4 / 2	W/D/H in cm: 98 / 55,4 / 2	
Description	Shelf with clothes rail 48 long	_	Shelf with clothes ra	ail 98 long	Shelf 48, with	h clothes rail illuminated	Shelf 98, with clothes rail illuminated	
Item number	VFAKL48		VFAKL98	3	,	VFAKB48	VFAKB98	
Description  Item number				Trouse	a: 46 / 47 / 10 s holder SHA	w/D/H in cm: 10 / 46 / Tie holder	11	W/D/H in cm: 98 / 15 / 84  Clothes lift  VKLIFT2
	Mirror, white, with wooden frame When ordering, please specify which door to mount on	left 1 clor right 3 sh	thes rail nelfes	1 drawer with full extension and cover compartment		2 drawers with full extension and cover shelf		suitable for drawers from: VEZ98, VILA98
Description	W/D/H in cm: 39,2 / 207,3		/H in cm: 98 / 55,2 / 156,1		98 / 55,4 / 24,5	W/D/H in cm: 98 / 51,4 /	•	W/D/H in cm: 82,7 / 43,6 / 5,5
Description	Full body inside mirror	Multip	ple-purpose partitioning 98		oull-out 98	Double internal drawers 98		Variable inset for drawer 98 cm
Item number	V-ISP		VMZ98	VE	Z98 VILA98			VVLE98

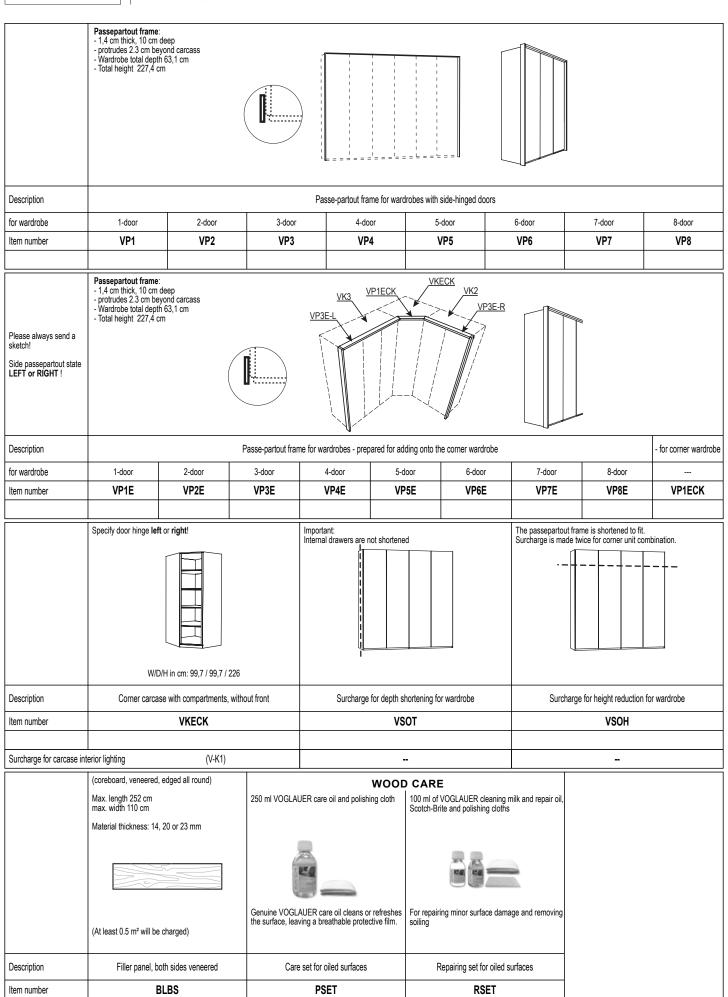


Interior partitioning, each: 2 Shelves 1 Garment rail	Specify door hinge left or right!  W/D/H in cm: 52 / 60,8			H in cm: 102 / 60,8 / 226	W/D/H in cm: 152 / 60,8 / 226		W/D/H in cm: 202 / 60,8 / 226		
Description	Carcase without front for	1-door	Carcase without front for 2-door unit		Carcase without front for 3-door unit		Carcase without front for 4-door unit		
Item number	VK1		VK2		VK3		VK4		
Surcharge clothes rail with Surcharge for carcase into		(V-I1)	(V-K1)	(V-I2)	(V-I3)		(V-I4) (V-K2)		
Outdriange for cardage inte	Crior lighting		(*-1(1)				(۷-1(2)		
Interior partitioning, each: 2 Shelves 1 Garment rail	W/D/H in cm: 252 / 60,8 / 226		W/D/H in cm: 302 / 60,8 / 226		W/D/H in cm: 352 / 60,8 / 226		W/D/H in cm: 402 / 60,8 / 226		
Description	Carcase without front for 5	-door unit	Carcase	without front for 6-door unit	Carcase without front for 7	7-door unit Carcase v		without front for 8-door unit	
Item number	VK5			VK6	VK7		VK8		
Surcharge clothes rail wit		(V-I5)		(V-I6)	(V-I7)			(V-I8)	
Surcharge for carcase int	erior lighting		(V-K3)			(V-K4)			
Door fronts without handle strip									
	W/D/H in cm: 49,2 / 2,1 / 222,2  Door front in wood without	W/D/H in cm: 49  Door front in v			9,2 / 2,1 / 222,2			9,2 / 2,1 / 222,2	
Description	finger pull, Türanschlag li	finger pull, Tü	ranschlag re	Door front in glass without finger pull, door mounted on left				ger pull, door mounted on right	
Front glass Item number	VFH-L	VFH		Parsol mirror VFG-P-L	Textured glass, quartz  VFG-Q-L	Parsol mirror VFG-P-R		Textured glass, quartz  VFG-Q-R	
ROIT HUITIDOI	¥111°E	VI-TI	· 11	7101-2	71 O-W-L	VI G-F-N		71 U-W-IV	
Door fronts with handle strip For 1- and 2-door bodies	W/D/H in cm: 49,2 / 2,1 / 222,2	W/D/H in cm: 49,2 / 2,1 / 222,2		W/D/H in cm: 4	9,2 / 2,1 / 222,2	W/D/H in cm: 49,2 / 2,1 / 222,2		9,2 / 2,1 / 222,2	
Description	Door front in wood with finger pull, door mounted on left	Door front in wo pull, door mou	ood with finger inted on right	Door front in glass with finge	er pull, door mounted on left	Door front in glass with finger		er pull, door mounted on right	
Front glass				Parsol mirror	0 ,1		l mirror	Textured glass, quartz	
Item number	VFH-G-L	VFH-	G-R	VFG-G-P-L	VFG-G-Q-L	VFG-	G-P-R	VFG-G-Q-R	



# Uvaganto

(per m²)



# GENERAL CONDITIONS OF SALE

- 1. General
  1.1. The following terms of sale and delivery, hereinafter referred to as "GTC", apply to all business relationships (such as purchase contracts, work contracts, planning orders etc.) between VOGLAUER Gschwandtner & Zwilling GmbH, Voglauer hotel concept business division, hereinafter referred to as "VOGLAUER", and customers. By placing an order or entering into a contract with VOGLAUER, the customers accepts these as binding. Deviations, contradictions or supplementary general terms and conditions will not be binding on this contract, even when they are known about at the time, unless they are known about at the sime, and the sime and considerations shall apply.
- Consideration's situal apply.

  1.2. VOGLAUE generally only enters into contracts with companies, which is why the GTC were designed for legal transactions between companies. If, in exceptional cases, they are also used as a basis for legal transactions with consumers, they shall only apply insofar as they do not violate mandatory provisions of consumer protection law.

## 2. Offers, prices

- 2. Offers, prices
  2.1. All prices quoted by VOGLAUER in offers and price lists are subject to change and are net prices, unless it is expressly stated that statutory value added tax is included. Value added tax shall be charged separately in accordance with the statutory provisions applicable on the day of delivery or performance. VOGLAUER reserves the right to make technical and other reasonable changes. If a customer's order does not contain any price information, VOGLAUER's price lists applicable on the day the order is received shall apply to this order.
  2.2. Export deliveries are generally charged in euros and must also be paid in euros. If another currency is expressly agreed, VOGLAUER will invoice on the basis of the exchange rate to the Euro on the day that the order is confirmed. The rates calculated by the Austrian banks are applied for this purpose.
- calculated by the Austrian banks are applied for this purpose.

  2.3. Export deliveries are generally charged in Euro and are also payable in Euro. If another currency has been explicitly agreed, VOGLAUER will invoice on the basis of the Euro exchange rate of the day on which the order has been confirmed. The price calculation of the Austrian National Bank (NBI) (published on: https://www.oenb.at/zinssaetzewechselkurse/) is the only relevant calculation.

- www.oenb.at/zinssaetzewechselkurse/) is the only relevant calculation.

  3. Order acceptance, order basis

  3.1. If an order is placed with VOGLAUER, a contract is only entered into when VOGLAUER confirms the order in writing or delivers the goods or sends the invoice. The customer is obliged to provide all required documents completely and correctly when placing the order. Any additional costs due to discrepancies between the actual circumstances and the documents or plans provided by the customer as well as additional costs due to late delivery of the documents are to be borne by the customer. Changes may only be made to the order after acceptance by mutual agreement and in writing.
- by mutual agreement and in writing.

  3.2. If at the time of the order being placed, the ordered goods are not fully specified in detail (especially their technical design), a preliminary order confirmation will be issued. The customer is obliged to provide sufficient details of the order in a timely manner (notification of actual measurements) to ensure that agreed delivery times can be met. Upon the provision of details a final order acknowledgement is issued by which the subject matter of the contract becomes binding, unless the customer expresses immediately dissent in writing. Should this happen, the delivery contract remains valid, in accordance with the preliminary order confirmation. If an order is changed after a preliminary order confirmation, prices will be adjusted in accordance with a preceding cost estimate if need be.

  4. Shippino. delivery

- Shipping, delivery
   Unless otherwise agreed, the delivery of goods is free of charge. The goods are unloaded from the arriving means of transport and made available to the contracting party at the place designated for unloading, i.e. either in the loading dock or consignment area. Transport insurance shall only be arranged at the customer's explicit request. Any resulting costs shall solely be borne by the customer. If not specified otherwise in writing, the risk of price is passed to the customer upon the dispatch of the goods, in the event of a delay in acceptance caused by the customer, after VOGLAUER's notification of readiness of dispatch.
- 4.2. The selection of the place of delivery and of the route and means of transport is made by VOGLAUER, in the absence of any written agreement to the contrary, to the best of their judgment, and without liability for the cheapest and fastest transport. Specified delivery times are not binding, unless otherwise expressly agreed in
- confirmation. If at this moment in time (starting point of the period) the documentation required for production, such as in particular actual measurements, has not been made available to VOGLAUER, the course of the delivery period shall commence on the day where the final documentation required for production has been received by VOGLAUER. The customer is obliged to transmit such documentation promptly. Delivery dates (delivery deadlines) shall be extended by installation delays not caused by VOGLAUER. Should the customer have to make an advance payment, then the delivery period shall not start before the day before the advance payment has been received.
- payment, men trie deinvery period snain not siart before the delivery item even if not at fault himself VOGLAUER has the right to raise the usual storage charge; in addition, VOGLAUER is entitled to withdraw from the delivery contract and the customer is obliged to pay the difference between the agreed price and the expectable revenue from the realisation of the deliverable goods. In cases where installation is part of the agreement, the customer is obliged to accept the contractual items after completion of the installation after a site inspection of the contractual goods. The provisions on creditor default apply where acceptance is refused.

  4.5. Should VOGLAUER fail to meet delivery dates by more than 3 weeks, customers have the right to withdraw from the contract after a reasonable period of grace has been set. 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.
- To ensure an efficient and reasonable delivery to the contracting party by VOGLAUER, the parties shall agree that for delivery and unloading the standards for unloading, as issued by the Future Initiative Furniture Logistics (ZIMLOG) in their current version, shall apply. These are available for downloading online under www.dcc-moebel.org/zimlog.html or can be sent in text form to the contracting par-
- 4.7. VOGLAUER is entitled to deliver in excess or below the contracted quantity. In the case of a delivery carried out to the extent as described above, the contracting party is not entitled to refuse acceptance.
- A.8. If in individual cases, a contractual penalty has been agreed between the supplier and the contracting party, this can only be enforced if upon accepting the goods the contracting party has expressed their reservation in writing.
- 4.9. A contractual penalty provision must be sent directly to VOGLAUER. VOGLAUER's employees, drivers or any other third parties are not entitled to accept any contractual penalty provision.

# 5. Withdrawal from contract

- 5. witndrawal from contract 5.1. If the customer does not fulfil their contractual obligations or does not meet them in full, VOGLAUER is entitled to withdraw from the contract. The right to with-draw from the contract can also be exercised with regard to a part of the delivery item. In such a case VOGLAUER is obliged to deliver the part of the delivery item not affected by the withdrawal and the customer is obliged to pay for this part.
- not affected by the withdrawal and the customer is obliged to pay for this part. 5.2. If VOGLAUER exercises its right of withdrawal for reasons for which the customer is responsible, even if the customer is not at fault, or if the customer withdraws from the contract without being entitled to do so, the customer must pay for the advance services corresponding to the proportionate order value which have already been rendered within the scope of contract performance (e.g. planning services, procurement of materials, special services, work expenses and the like) VOGLAUER is entitled to claim a lump sum for preliminary work calculated at 25% of the order value without having to provide specific proof of individual services rendered. The costs of custom-made products already produced are to be fully

# 6. Assembly

- 6.1. The customer must ensure that installation can be carried out without delay; in particular that the fitters are not impeded by other tradespersons. Furthermore the rooms to be furnished in the assembly area must be kept ready, heated if nec essary, cleaned, sufficiently illuminated and provided with an electrical connection. The costs for electricity and water consumption shall be borne by the customer. Carpets must be made non-slip by the customer and a
- 62. If, in the course of installation, mounting is required on fixtures belonging to the customer or third parties (e.g. fastening to the masonry by drilling or mortising), the customer is obliged to draw VOGLAUER's attention to potential hazards before commencing work, in particular the exact course of electricity, gas, water and other pipeline systems must be pointed out.
- pipeline systems must be pointed out.

  6.3. VOGLAUER is not obliged to examine the properties of the walls or objects to which fixings are to be made during installation. However, the customer is obliged to inform VOGLAUER about properties of the walls or objects which could compromise a straightforward and problem-free installation. Any additional costs arising from unexpected properties of the walls or objects shall be borne by the customer.
- individual costs for overtime and installation delays caused by the customer as well as work not included in the order confirmation or work resulting from defective stock will be charged separately. Fine cleaning of the premises after assembly is to be carried out by the customer at their own expense. Unless otherwise agreed in the contract, the installation services offered by VOGLAUER do not include the installation and connection of any types of electrical appliances or lighting fixtures. Unless otherwise agreed, this work shall be commissioned separately by the customer at their own expense to be carried out by an amonography rately by the customer at their own expense to be carried out by an appropriately authorised contractor. Packaging material must be disposed of by the customer at their own expense.
- at their own expense.

  6.5. VOGLAUER is not obliged to examine the properties of walls or objects to which fixings are to be made during installation. However, the customer is obliged to inform VOGLAUER about properties of the walls or objects which could compromise a straightforward and trouble-free installation. Any additional costs arising from unexpected properties of walls or objects shall be borne by the customer.
- 6.6. Additional costs for overtime and installation delays caused by the customer as well as work not included in the order confirmation or work resulting from defective stock will be charged separately. This would also apply if VOGLAUER had offered fitting as a lump sum or for free as discount.
- offered fitting as a fumir sum of for fire as discount of the cast of the cast

## 7 Complaints

The customer is required to examine the goods delivered for any defects without 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 immediately apparent defects must be reported to VOGLAU-ER in writing immediately after receipt of goods; defects or errors which are not immediately apparent must be notified as soon as they are discovered. The notification must clearly indicate the nature and extent of the alleged defect. If defects and errors are not notified promptly, the delivery shall be deemed to have been accepted and correct and no warranty claims may be made.

The customer fulfils his obligation to check and give notice of defects by checking the goods for visible quantitative or qualitative defects using appropriate methods (please see following 'Appropriate Testing Methods'). Appropriate testing methods are the following, although this is not an exhaustive list: (i) the checking of the delivered quantity of goods. (iii) the visual inspection of the packaging and (iii) the intered quantity of goods.

livered quantity of goods, (ii) the visual inspection of the packaging and (iii) the inspection of visible damages caused by transport or other matters. Obvious defects shall be notified by the contracting party within a period of two working-days. The timely dispatch of the notice of defects shall suffice to comply with this deadline.

# Each notice of defects shall only be effective when provided in writing.

VOGLAUER guarantees the delivered goods for a period of one year from the date of delivery. The warranty period for electrical appliances and lighting supplied by VOGLAUER is six months.

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Warranty claims shall be subject to the customer complying with their duties of inspection and notification of defects. Should a customer fall in his duty to inspect and/or fail to meet the notification deadline, VOGLAUER's liability shall be excluded for defects not notified as above.

ed for defects not notified as above.

In cases of justified and timely notification of defects, VOGLAUER will, reasonably taking into account customer's interests, provide warranty by improvement, price reduction or replacement (exchange) or take back the goods refunding the purchase price. VOGLAUER reserves the right to choose the respective warranty remedy. If VOGLAUER does not fulfill their warranty obligations within a reasonable period of time, the customer is entitled to a reasonable price reduction or to withdraw from the contract. Activities undertaken by VOGLAUER resulting from unjustified notifications of defects shall be considered as a contractual service for which the restormer has to not

# which the customer has to pay. In particular, the warranty does not apply:

- in the case of goods provided by the customer;
- in the case of damages resulting from structural defects (e.g. masonry, building moisture, building defects (e.g. defective masonry, building moisture, building
- in the case of compatibility of the materials used by VOGLAUER with other parts and properties of the room to be furnished, e.g. externally provided furnishings, light colours, heating and the like;
- in the case of deformation and cracking of solid wood used;
- to the function of the delivered item and the suitability of the material used if the construction was designed by the customer or their authorised representative (e.g. architect);
- to the case of slight variations in the colours and surface or veneer structure of individual items delivered; the facts excluded in the VOGLAUER Furniture Quality Pass or the VOGLAUER
- manufacturer warranty declaration

- 9. Disclaimer
  9.1. VOGLAUER is only liable for damages outside the scope of application of the Product Liability Act if VOGLAUER is guilty of intent or gross negligence. Liability for slight negligence is excluded as well as compensation for consequential damage and financial loss, loss of profit, loss of interest and damage from third-party claims against the customer.
- claims against the customer.

  9.2. Within the scope of application of the Product Liability Act, VOGLAUER is liable for personal injury as well as for material damage suffered by a consumer. VOGLAUER is not liable for material damage suffered by a person in business. Furthermore, § 944 sentence 2 of the Austrian Civil Code (ABGB) and the recourse of the customer according to § 933b of the Austrian Civil Code (ABGB) is excluded. Claims for damages become statute-barred three years after delivery.
- 9.3. Furthermore, the contracting parties mutually waive all claims for damages insofar as these are covered by an insurance policy of the injured party. This waiver shall not apply to damages caused intentionally or through gross negligence or to the extent that the insurer would not be liable as a result of such waiver.
- 9.4. Locking devices and safes supplied by VOGLAUER do not constitute burglary and theft protection devices, so claims for damages in this respect are exclud-ed. Any burglary and theft protection must therefore always be provided by the customer themselves at their own risk and expense and VOGLAUER accepts no liability for the contents locked in such devices.

# 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 pay one third

of the amount stated in the order confirmation as a down-payment promptly after placing the order, one third 2 weeks before delivery readiness and the remaining amount from the supply contract immediately after invoicing, in all cases without deduction. Unless different payment terms have been agreed in writing between deduction. Offices of milerent payments of the invoice amounts are due without deduc-tion immediately upon receipt of the invoice. Bills of exchange or cheques shall only be accepted by specific written agreement as a means of payment. Discount and bill charges shall be borne by the customer and are due immediately. The customer acknowledges that VOGLAUER's sales representatives are not entitled to collect payments.

10.2. In the event of default in payment, it is agreed that default interest in the amount of 9,2% above the base interest rate shall be due. The customer may not offset any amounts due, unless with claims acknowledged by VOGLAUER in writing or legally established.

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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 customer apply for judicial or extrajulcial renabilitation 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 applies if the customer is in arrears with their payments or other circumstances become known which have an adverse effect on their creditworthiness

on their creativortniness.

10.4. The customer is not entitled to withhold payments due to alleged defects unless the defects and the amount of the amounts to be withheld have been acknowledged by VOGLAUER in writing or determined by court. The customer may not assign their claims against VOGLAUER to third parties and rights and obligations arising from contracts entered into may not be similarly assigned without prior written consent from VOGLAUER.

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10.5. VOGLAUER is entitled to assign claims against the contracting party arising from deliveries or services to third parties (e.g. a bank or a factoring party) to the full extent permitted by applicable law. The contractual partner shall allow data to be forwarded to third parties for the purpose of the collection of the claims.

- 11.1. The delivered goods remain VOGLAUER's property until the customer has fully met their obligations, in particular payment of the purchase price including incidental costs and interest, fees, expenses, etc.
- Inductinal costs and interest, less, expenses, etc.

  1.2. 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.
- T13. The customer may only resell goods delivered which are subject to retention of title if they are dedicated as commercial goods or if the retention of title has expired through payment or VOGLAUER expressly agrees. If the goods are resold, the customer assigns proceeds from the sale of the reserved goods to VOGLAU-ER. The customer is obliged to indicate the assignment by suitable entries in their accounting records and, at VOGLAUER's request, to disclose the names of the accounting records and, at VOGLAUER's request, to disclose the names of the corresponding debtors as well as to specify the ceded claims in detail. Subject to this, VOGLAUER accepts the assignment. Any fees and/or taxes in connection with the assignment shall be borne by the customer and they shall indemnify and hold VOGLAUER harmless in this respect. VOGLAUER is entitled at any time to discose the assignment and to collect the assigned claims itself: discose the assignment and in the collect the assigned daims itself in the customer is obliged to keep the reserved goods insured to an adequate extent at all times against the usual risks such as natural hazards and to provide evidence of this to VOGLAUER upon request. The customer hereby assigns proceeds from possible insurance claims to VOGLAUER. Furthermore, the customer is challed to the story the cardet is generators with the instructions of VOGLAUER.
- is obliged to store the goods in accordance with the instructions of VOGLAUER using state-of-the-art technology. Customers must handle the goods with due care and attention until the title is transferred to them.
- 11.5. VOGLAUER must be notified immediately of access by third parties to VOGLAUER's reserved property (seizure or description by way of pledge, oth-er court and/or official orders). The customer must provide whatever support VOGLAUER may reasonably require in protecting VOGLAUER's rights in respect of the reserved property and to bear the associated costs, insofar as they are 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 thus created is resold, the customer assigns the exact pro-rata purchase price from the resale to VOGLAUER in the sense of the above-mentioned stipulation.

# 12. Intellectual property

12.1.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. Advertisement

13.1. It is agreed that objects furnished by VOGLAUER may be used by VOGLAU-ER for advertising purposes (reference lists, brochures, press releases, etc.) stat-ing the name of the customer as well as using pictures of the furnished object. In this context, the customer grants VOGLAUER the right to take photographs of furnished objects. 14. Force majeure

14. Force majeure
14.1 Events of force majeure which affect VOGLAUER or one of its suppliers entitle VOGLAUER to suspend deliveries for the duration of the hindrance and a further reasonable start-up time without falling into arrears or withdrawing 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. lighthing, frost, storm, floods; in addition war, epidernics 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 bars, international payment. cation, transport disruptions, export, import and transit bans, international payment restrictions, loss of raw materials and energy, further, 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

15. Otherwise number of 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 includes 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 revoked by the customer at any time with future effect.

# 16 Final provisions

- 10. 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 any of these terms and conditions be wholly or partially invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision is to be replaced by whatever provision comes closest to the in-tended purpose of the invalid provision.
- tended purpose or tie invalue provision.

  163. All amendments and supplements to contracts between VOGLAUER and the customer must be made in writing and this also applies to departures from the written requirement. All declarations on the part of VOGLAUER are only legally effective if they are made in writing and by employees of the VOGLAUER principal office in Abtenau, Austria.

Version released on 2 October 2020.









# **ALL VOGLAUER MODELS**













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# **CERTIFICATIONS & AWARDS**





















06/2033. Änderungen & Druckfehler vorhehalten