

General Terms and Conditions (GTC)

of AGRU Oberflächentechnik GmbH (AGRU), version 01.04.2021

1. Scope

These terms and conditions of business and delivery apply to all deliveries from AGRU to the customer. They also apply to future transactions, even if these sales conditions are not expressly referred to. Deviating or supplementary provisions, particularly the customer's general purchasing conditions, as well as oral agreements, are only valid if confirmed in writing by AGRU.

2. Quotations

Quotations are non-binding with regard to price, quantity and delivery. Prior sale is reserved.

3. Prices

Unless otherwise agreed, prices are quoted net ex works Grünburg, exclusive of VAT.

4. Orders

Orders placed verbally, in writing, by fax or letter, or particularly by AGRU delivery notes, are binding and cannot be cancelled. Furthermore, an order is deemed placed as soon as the raw material from the pressing plant, profile system supplier, aluminium supplier, etc. has been delivered or handed over to us. If the order details are clear, orders will not be reconfirmed. An order confirmation will only be issued upon request of the customer.

5. Delivery

Delivery period: The stated delivery periods always apply as lead times ex works. They are valid from receipt or clarification of all commercial and technical documents necessary for processing the order. Delivery periods are approximate. Force majeure or other unforeseen obstacles in the AGRU plant or its subcontractors release AGRU from compliance with the agreed delivery time. AGRU accepts no liability for damages resulting from delayed delivery.

Insurance: Transport insurance will only be taken out at the customer's request and expense.

Shipping method and route: AGRU will select at its discretion the most cost-effective shipping method. Additional costs arising from special requests, express delivery, or specific modes of transport will be borne by the customer. Any special requests regarding shipping must be communicated in good time. AGRU's delivery obligation is fulfilled when the goods have left AGRU's works or AGRU has notified readiness for shipment.

Transfer of risk: Transfer of risk takes place according to the agreed Incoterms.

6. Regulations at the destination

The customer must inform AGRU of local, legal, or other regulations, in particular standards, that relate to the execution of the delivery and compliance with safety and approval regulations.

7. Prices and payment

All prices are non-binding and exclusive of VAT. AGRU prices are based on the current price lists and supplements.

Invoices are payable net within 30 days from the invoice date without deduction. If payment is made within 14 days from the invoice date, a 2% discount will be granted. In case of late payment, AGRU is entitled to charge default interest at the respective bank rate. The customer is not entitled to offset warranty or damage claims against its payment obligations or to withhold payment. Bills of exchange will only be accepted with AGRU's written consent, with all costs borne by the customer. Acceptance of bills of exchange or cheques is only on account of payment. If the customer fails to meet any payment obligation towards AGRU, even from another order, AGRU is entitled to declare all outstanding claims due, even if other payment terms were agreed. This also applies to bill liabilities. Payments made after the due date will always be offset against the oldest outstanding invoices.

In case of default of payment, AGRU is entitled to terminate price agreements without notice.

8. Place of performance, jurisdiction, applicable law

Place of performance for payment and delivery is AGRU Oberflächentechnik GmbH, 4595 Waldneukirchen, Steyrstr. 31. In the event of disputes, the place of jurisdiction for both parties is Steyr, Upper Austria. Austrian law shall always apply. The applicability of international private law and the UN Convention on Contracts for the International Sale of Goods is excluded.

9. Retention of title

Goods remain our property until full payment has been received. If third parties attempt to seize AGRU-owned goods, the customer must point out AGRU's ownership or co-ownership and immediately notify AGRU in writing, specifying details such as court reference number, date of seizure, creditor, lawyer, and claim pursued. All costs incurred in safeguarding AGRU's ownership must be fully reimbursed by the customer.

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10. Warranty

AGRU's warranty obligation is limited to defects already present at the time of delivery to the customer. Goods must be inspected immediately after delivery. Any defects identified must be reported in writing to AGRU without delay, at the latest within 14 days after delivery, stating the type and extent of the defect. Later complaints will not be accepted. Returns require AGRU's prior written consent. If the customer or third parties carry out modifications or repairs on the goods without AGRU's approval, all warranty claims lapse. Defects discovered later must be reported immediately after discovery. Failure to notify in due time constitutes acceptance of the goods. Assertion of warranty or compensation claims and rescission on grounds of error are excluded in such cases. Existence of a defect does not entitle the customer to remedy it personally or via third parties. AGRU must first be given the opportunity to remedy, replace, reduce the price, or rescind the contract within a reasonable period. Warranty period is 6 months. Reversal of the burden of proof pursuant to § 924 ABGB to AGRU's detriment is excluded. The customer must prove the existence of the defect at the time of delivery, the time of discovery, and the timeliness of the complaint. AGRU may remedy defects by repair or replacement. The customer's recourse claims against AGRU under § 933b ABGB are excluded. Warranty does not cover defects caused by natural wear, improper storage, disregard of operating instructions, excessive use, or improper interventions by the customer or third parties. Unjustified complaints that cause AGRU costs must be borne by the customer.

11. Limitation of liability

AGRU is liable for injury to life, body, or health according to statutory provisions. For other damages, AGRU is only liable for intent or gross negligence. Liability is limited to the contract value exclusive of taxes. Compensation for loss of profit and for pure economic losses of the customer is excluded. Liability for consequential damages (such as operational interruptions, production stoppages, or other indirect damages) is expressly excluded. Claims for compensation expire 2 years after performance or delivery.

12. Packaging

All prices include standard packaging in paper, cardboard, or plastic film. Special requests such as export packaging or self-adhesive films will be charged separately after prior agreement. Long goods pallets are provided by AGRU on loan.

13. Technical execution

Technical execution is in accordance with the relevant Austrian standards (ÖNORM) and applicable quality regulations. Reference is expressly made to AGRU's technical catalogues.