

General Purchase conditions of the Collini Group

As of October, 2021

§ 1

Defining of terms

The purchaser, is the company of the Collini Group to which the seller is contractually obligated to provide the service.

§ 2

Scope of application

The following terms and conditions shall apply to all purchases and orders unless written agreements have been made. Terms and conditions of whatever kind, in particular the Seller's terms and conditions of sale, which conflict with these Terms and Conditions of Purchase and Payment, shall be ineffective in their entirety without the need for any objection.

A general reference to printed or otherwise mechanically reproduced General Terms and Conditions of Business of the seller is in no case sufficient for amending the terms and conditions of purchase and payment.

Rather, there is an exact special written agreement about each deviation necessary. Delivery shall in any case be deemed as acceptance of these Terms and Conditions of Purchase and Payment. This shall also apply if the Purchaser accepts a delivery of the Seller made without an order objection to the general terms and conditions of the seller.

Verbal agreements or promises made by employees of the purchaser are only binding if they are confirmed in writing by the purchaser. These terms and conditions of purchase and payment, which the seller has demonstrably brought to his attention, also apply to all future transactions between the same contractual partners, even if in individual cases these terms and conditions of purchase and payment are not expressly designated as part of the contract.

§ 3

Price; Costs

The agreed prices are fixed prices. If the price has not yet been determined when the order is placed, it shall be communicated to the Buyer before delivery of the goods. In this case, the buyer reserves the right of acceptance.

Taxes, customs duties and other levies and contributions shall be paid by the Seller, unless expressly stated otherwise in the order.

§ 4

Payment

The purchaser is entitled, at his option, to pay either 30 days after receipt of the goods and good report with 3% discount, or 120 days after net price. Payment shall be deemed to have been made in due time if the Buyer sends the check or gives the transfer order to his bank on the Thursday following the end of the period, if this Thursday is a public holiday, on the following Friday.

Even in the event of a delay in payment for which the Purchaser is responsible, the right to the agreed discount shall not be lost; the Purchaser shall only pay interest on arrears at the rate of 4% annually.

§ 5**Compensation**

The buyer is entitled to offset both due and against due claims as well as not due and against not due claims.

§ 6**Delay in delivery**

The dates indicated with calendar days are fixed dates. If the Seller recognizes that it will not be possible for him to deliver on time, in whole or in part, he shall notify the Buyer thereof without delay.

The Buyer shall be entitled to withdraw from the contract if the Seller is unable to meet the deadline. This withdrawal is also permitted in the event of total or partial non-delivery due to elementary events or other circumstances for which the Buyer is not responsible. In this case, the Seller shall not be entitled to claim damages or compensation from the Purchaser.

§ 7**Early delivery**

The purchaser is not obliged to accept an early delivery. The same shall apply to the acceptance of partial, excess, or short deliveries not agreed upon.

§ 8**Place of fulfilment**

The place for fulfilment of the delivery is the delivery address stated in the order. The risk of transport shall be borne by the seller. Costs for packaging and transport shall only be borne by the buyer if this is expressly noted on the order.

§ 9**Service content**

The delivered goods must have the warranted characteristics, correspond exactly to the specifications of the buyer in the order, and be up to date with the latest developments.

§ 10**Defects**

Upon receipt of the goods, the Buyer shall only inspect whether the delivery corresponds to the order (Ident inspection). The Buyer is not obliged to inspect the goods immediately after delivery by the Seller and, if a defect is found, to notify the Seller without delay.

The notice of defect shall be considered timely if it is received by the Seller within a reasonable period after a defect has been detected. If the goods become defective or unusable in the period between delivery and their processing or commissioning, the Seller shall, at the Seller's option, either replace the goods with new ones without delay and free of charge for the Buyer or remedy the defect.

In urgent cases, the Buyer shall be entitled to remedy the defect himself or to have it remedied by others.

The costs expended for this shall be borne by the Seller. The Seller shall be liable for consequential damages as well as for damages caused to third parties by a defect in the delivered goods.

Hidden defects can also be claimed after the warranty period has expired. If the seller has not fulfilled his obligation to deliver new goods or to remedy the defects after a reasonable period, the buyer shall be entitled to withdraw from the contract and to claim damages.

§ 11

Acceptance

The contract shall only be deemed to have been fulfilled upon unconditional acceptance of the delivered goods.

§ 12

Special regulations for electrical equipment and installations

The Seller shall ensure that its electrical equipment and installations do not cause any breakdown or disruption of equipment or disruption of data networks at the Buyer's premises.

The Seller shall ensure this before providing the service or installation. If the Seller violates this obligation, the Buyer shall be entitled to withdraw from the contract and to claim damages.

§ 13

Prohibition of assignment

Neither claims arising from the contract concluded with the Buyer nor other claims against the Buyer may be assigned in whole or in part to third parties without the Buyer's written consent.

§ 14

Information obligations

The Supplier shall inform Collini in good time by written notice of any changes in manufacturing processes, changes in materials, mixtures, and preparations, as well as parts supplied for products or services, relocation of production sites, furthermore before any changes in procedures or equipment for testing the parts or in other quality assurance measures.

Collini shall be entitled to verify to the extent necessary whether the changes could have an adverse effect on the Product.

§ 15

Jurisdiction; Applicable Law

The place of jurisdiction shall be the buyer's registered office, the seller's registered office or A-6800 Feldkirch, at the buyer's option. The legal relations between the contracting parties shall be governed exclusively by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The German text shall be authoritative for the interpretation of the contract and these terms and conditions..

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