

## General terms and conditions of

Trendwerk Gemeinnützige Gesellschaft mbH  
promoting integration in the central labour  
market: Blütenstraße 15, 4040 Linz  
Registered office in Vienna: Cumberlandstraße 32-34, 1140 Vienna  
VAT no: ATU 63174709  
Company no: FN 287090 t Court  
of Registration: Linz

### 1. General

These general terms and conditions (T&Cs) apply to the sale and supply of goods as well as to other services, particularly maintenance, repair, etc. by Trendwerk Gemeinnützige Gesellschaft mbH promoting integration within the labour market, referred to as 'Trendwerk'.

Derogating conditions of the business partner (buyer, client, etc.) are only valid if Trendwerk has agreed and formally authorised them in advance, in writing. These T&Cs apply to all future transactions with customers without needing to be specifically referred to. Derogating conditions of the customer are expressly excluded if they run counter to these T&Cs.

### 2. Quotations, contract

Quotations from Trendwerk are non-binding and subject to change. Concluding a contract based on these T&Cs occurs if Trendwerk confirms an order in writing or delivers a product (despatch is sufficient) or renders a service.

Changes or additions to orders or these T&Cs as well as other agreements are only valid if Trendwerk confirms them in writing.

The customer expressly waives the right to cancel an actively placed order.

### 3. Prices and payment

The price for deliveries and / or services includes statutory VAT, but excludes any costs arising in connection with the despatch. Additional services are charged separately.

Any invoices issued by Trendwerk are due for payment immediately.

If payment is late, 8% interest p.a. is charged for late payment from the date payment is due. If payment is late, the customer is also obligated to reimburse any debt collection costs that arise.

If partial payment is agreed then the customer is deemed to have *defaulted*, i.e. the total outstanding amount is immediately payable, as soon as the customer defaults on even one agreed instalment. Notwithstanding this, Trendwerk has the right in this case to withdraw from the contract.

Trendwerk is entitled to request payment in advance before accepting orders and / or jobs.

#### **4. Supply**

Agreed lead times start upon conclusion of the contract. In the event of force majeure, Trendwerk is entitled to extend lead times for the duration of the hindrance or to withdraw from the contract if part of it has not been fulfilled. If Trendwerk is late delivering for other reasons, the customer must set an appropriate deadline for delivery of at least two weeks. Only if delivery has not been made by the deadline does the customer have the right to withdraw from the contract. Trendwerk is entitled to make partial deliveries.

#### **5. Retention of title**

Items purchased and / or parts delivered remain the sole property of Trendwerk until the invoice has been paid in full. For the duration of the retention of title, the customer is obligated to keep and maintain the items purchased and / or parts delivered in proper condition.

#### **6. Warranty**

Statutory warranty regulations apply to the concluded contract. However, the customer is obligated to report any defects as soon as they become aware of them, providing precise details of the defect, and allow Trendwerk the opportunity to first remedy the defect. The customer must grant Trendwerk an appropriate period of time in which to do this. If Trendwerk cannot remedy the defect within the appropriate period of time, the customer has the right to claim a discount.

The contract can only be cancelled if the legal conditions for this are met, i.e. if the attempt to remedy the defect has been unsuccessful and if the defects are material and cannot be rectified.

#### **7. Compensation**

To the extent permitted by law, Trendwerk's liability is limited to gross negligence and intent. To the extent permitted by law, compensation for damages caused by a defective product and other damages, particularly financial losses, is excluded.

#### **8. Quotations**

Quotations requested from Trendwerk by the customer are valid for 14 days from the date of issue. When carrying out services such as repairs, if more work is required for the repair than was originally planned, the order for it will still be considered to have been approved if the estimated resulting net order value increases by no more than 10%.

#### **9. Collecting products**

The customer must collect on the date agreed any products handed over for repair. If the customer does not meet this obligation despite a subsequent deadline being set, Trendwerk is entitled to demand a fee for storing or keeping the item appropriate for the area and to otherwise keep the object safe; the cost of this is to be borne by the customer.

#### **10. No right of set-off**

If the customer's claims against Trendwerk have not been established in a court of law or acknowledged by Trendwerk in writing, the customer is not permitted to offset these claims against claims by Trendwerk.



#### **11. Place of performance**

The place of performance for all services arising from concluded contracts is Trendwerk's registered offices.

#### **12. Minors**

Transactions to be concluded by minors are legally valid if they are approved by their legal guardian and / or if they have been effectively fulfilled by the minor and / or the legal guardian or other third party.

#### **13. Severability clause**

Should individual parts of the concluded contract or these T&Cs be or become legally ineffective, this does not affect the remainder of the contract and /or the T&Cs. If this happens, the invalid provision should be replaced by a valid one which comes as close as possible to the economic intent of the original.

#### **14. Applicable law**

No verbal agreements have been made. The contract and these T&Cs must be in writing only. The contract and these T&Cs are subject to Austrian law exclusively, without excluding any provisions in the law of other countries and the UN Sales Convention.

#### **15. Place of jurisdiction**

To the extent permitted by law, the court with local jurisdiction in Linz is agreed to have jurisdiction for all disputes arising from this and all future contracts between the customer and Trendwerk.

#### **16. Consumer protection**

The content of the concluded contract and / or these T&Cs follow the mandatory provisions of the current version of the Consumer Protection Act.

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