

# GENERAL TERMS AND CONDITIONS

## General

These General Terms and Conditions are an integral part of all contracts concluded between Stöckl Ges.m.b.H (hereinafter referred to as Stöckl Parkett) and the respective purchaser, in particular contracts for the manufacture and delivery (sale) of products of Stöckl Parkett as well as contracts for planning and project services and shall apply without restriction. Any deviations from these General Terms and Conditions shall only apply insofar as they have been agreed in writing by the Contracting Parties. The general terms and conditions of the customer shall not apply, even if Stöckl Parkett has not expressly objected to them. Acts of performance by Stöckl Parkett shall not constitute approval of the general terms and conditions of the customer. By the act of placing an order, the customer expressly acknowledges the validity of these General Terms and Conditions.

## 1. Offer and conclusion of contract

**1.1** All offers from Stöckl Parkett are subject to change and are only valid for undivided orders. Stöckl Parkett is not obliged to accept orders from the customer.

**1.2** Orders shall be placed in writing by fax, email or by telephone to the address, telephone and fax number last notified by Stöckl Parkett. The customer shall be bound to its order for a period of 2 weeks. Contracts shall be concluded by the subsequent written order confirmations by Stöckl Parkett or by corresponding performance. Order confirmations shall be sent to the address the customer gave in its order or, in the case of an ongoing business relationship, to the last known address. The subject matter of the contract shall only be the performances of Stöckl Parkett specified in the order confirmation. Additional performances shall be invoiced separately. The right to minor, material-related deviations from the illustrations or descriptions in catalogues and samples on which the order is based, in particular deviations in colour or grain, is reserved. Such material-related deviations do not constitute a defect.

**1.3** By placing an order, the purchaser confirms that it is aware of the information sheets, installation instructions and hazard warnings published on the homepage [www.stoeckl.com](http://www.stoeckl.com) and that these form an integral part of the contract.

## 2. Prices

**2.1** All prices quoted are Euro prices. The prices are net prices and do not include taxes and duties.

**2.2** The prices are always ex works; packaging, transport, customs and insurance and any assembly work are not included.

**2.3** The prices quoted are based on the price lists valid on the date of the offer and are subject to confirmation. The customer must be notified in writing of any price increases at least 2 months in advance, together with information about the date on which the new prices come into force.

## 3. Deliveries and transfer of risk

**3.1** The place of delivery and the place of transfer of risk for deliveries ex works shall be the factory of Stöckl Parkett. Stöckl Parkett shall notify the customer that the goods are ready for collection.

**3.2** Should delivery free domicile have been agreed, the place of delivery and the place of transfer of risk shall be the delivery address specified by the customer.

**3.3** Stöckl Parkett's delivery periods and dates are approximate and are to be understood as planned dates and, for this reason, are not binding. No fixed dates shall be recognised, even without express objection. Delivery dates shall be ex works or free domicile, depending on the agreement. Stöckl Parkett shall be entitled to extend or postpone delivery deadlines and dates appropriately for reasons set out in points 3.5 or 3.6 as well as in the event of the existence of other obstacles which have not been caused by at least grossly negligent behaviour on the part of Stöckl Parkett. Stöckl Parkett shall inform the customer of such a delay in delivery as soon as possible. The customer shall not be entitled to compensation for any costs arising from such delays, such as waiting or downtimes or contractual penalties.

**3.4** Stöckl Parkett shall be entitled to make partial and advance deliveries and to invoice such deliveries separately. Stöckl Parkett shall be entitled to over-deliver up to 10% of the value of the goods per order.

**3.5** Stöckl Parkett shall not be liable for delay or the impossibility of delivery as a result of force majeure (e.g. strike, fire, war, transport disruptions, theft, etc.) or for

reasons that are not within the sphere of influence of Stöckl Parkett, e.g. due to the customer's failure to complete necessary preparatory work in good time.

**3.6** Should performance be prevented as a result of force majeure or for reasons beyond the control of Stöckl Parkett, the latter shall be entitled to cancel any outstanding delivery commitments. This shall also apply if the impediment to delivery is due to default or non-performance by a pre-supplier.

**3.7** Stöckl Parkett shall be liable for delay or the impossibility of delivery or of a partial delivery for reasons other than those stated in points 3.5 or 3.6, insofar as it has acted with at least gross negligence. The limitation of liability in point 8.1 shall apply.

**3.8** Impossibilities of performance, in particular for reasons given in points 3.5 and 3.6, shall entitle the customer to withdraw from the contract. The customer shall also be entitled to withdraw from the contract in the event of default on the part of Stöckl Parkett by granting a period of grace of at least four weeks. However, if the performance is divisible, the customer is only entitled to a corresponding partial withdrawal.

**3.9** The customer shall bear the risk of loss or deterioration of the object of purchase from the time of handover at the place of delivery in accordance with points 3.1 and 3.2. The customer is obliged to accept the goods without delay, unless they have significant defects. Any additional costs incurred by Stöckl Parkett as a result of the delay in accepting delivery shall be borne by the customer and invoiced to it. Should the customer - in the case of delivery ex works - have been notified that the goods are ready for collection, the goods shall be placed in storage for the account and at the risk of the customer after the expiry of three working days.

**3.10** Forward deliveries shall be carried out at extra cost and only with the express written confirmation of Stöckl Parkett.

## 4. Packaging and transport

**4.1** The timely clarification of all technical details relevant to the delivery or dispatch is a prerequisite for compliance with agreed delivery or dispatch dates.

**4.2** Stöckl Parkett shall pack the goods at its own discretion. The packaging will not be taken back.

**4.3** Transport insurance shall only be taken out at the express request of the customer and for the account of the same.

**4.4** The exchange of Euro pallets is to take place immediately upon delivery. Should no exchange take place, a flat rate of € 20.00 per pallet will be charged.

**4.5** Transport damage, defects or shortfalls are to be noted by the recipient of the goods immediately on the delivery note of the carrier and a copy sent to Stöckl Parkett.

## 5. Payment

**5.1** Unless other terms of payment have been agreed in writing, payment shall be made within 14 days of the invoice date. The same shall apply to partial invoices.

**5.2** In the event of a delay in payment, interest on arrears shall be charged monthly at 1% of the invoice amount for the period from the due date until receipt of payment. In the event of late payment, reminder fees of 1% of the invoice amount, but not more than € 30.00, shall be charged for each reminder. Should a reminder be unsuccessful, a collection agency is to be commissioned with the collection of the debt at the expense of the customer. Stöckl Parkett shall be entitled to reasonable compensation from the customer for all collection costs incurred as a result of the customer's default in payment, unless it is not he/she who is responsible for the default in payment.

**5.3** All payments by the customer shall first be set off against outstanding interest and expenses and only then against the goods delivered under retention of title.

**5.4** The invocation of defects does not release the customer from its obligation to comply with the terms of payment. Stöckl Parkett does not acknowledge any defectiveness of the goods or any obligation to remedy defects by negotiating notices of defects.

**5.5** A right of retention on the part of the customer is excluded.

**5.6** Offsetting with counterclaims of the customer against claims of Stöckl Parkett arising from this contractual relationship is excluded.

**5.7** If the financial circumstances of the customer deteriorate or if Stöckl Parkett only becomes aware after conclusion of the contract that the financial circumstances of the customer are already so bad at the time of conclusion of the contract that the fulfilment of the customer's contractual obligations is at risk, Stöckl Parkett may refuse its performance until the counter-performance has been effected or secured. At the time of delivery, the customer's credit insurance must provide sufficient cover for the invoice amount against non-payment by the customer. If this cover is not available to a sufficient extent, Stöckl Parkett shall be entitled to withdraw from the contract or to demand corresponding advance payments.

**5.8** In the event of non-fulfilment of payment agreements, Stöckl Parkett may withdraw from the contract by setting or granting a reasonable period of grace. Stöckl Parkett shall not be obliged to make any further deliveries for the duration of the customer's default in payment of invoice amounts due, default interest and/or expenses. In the event of the inability of the customer to pay, Stöckl Parkett may withdraw from the contract without granting a period of grace. In such a case, Stöckl Parkett may take back products already delivered but not paid for.

**5.9** Stöckl Parkett reserves the right to invoice the customer for any claims for damages as a result of non-compliance with payment agreements.

## **6. Retention of title**

**6.1** All objects of purchase shall remain the property of Stöckl Parkett until the purchase price has been paid in full, including ancillary charges.

**6.2** In order to secure the goods delivered under retention of title, they shall be stored separately and protected from moisture and insured against fire and theft at the customer's expense.

**6.3** The resale of the goods subject to retention of title shall only be permitted with the express written consent of Stöckl Parkett.

**6.4** In the event of resale of the goods subject to retention of title, the purchaser of the goods subject to retention of title hereby assigns its claims arising from this contract of sale to Stöckl Parkett. This assignment for security purposes shall be noted in the books of the conditional purchaser on each page of the OP list, stating the date of the assignment agreement (conclusion of this contract) and the full company name of Stöckl Parkett (assignee). This note must in any case also be made in the list of open debtor items. The customer also undertakes to inform its purchaser of the assignment of the claim. Payments received by the customer from its purchaser shall be forwarded to Stöckl Parkett without delay.

**6.5** Should the goods subject to retention of title be treated or processed by the customer, the retention of title shall also extend to the resulting new item. Should the goods be processed, mixed or joined, Stöckl Parkett shall acquire co-ownership of the resulting new items. In this case, the customer shall be deemed to be the custodian.

**6.6** The customer shall not be entitled to pledge the goods subject to retention of title to third parties or to transfer them to the ownership by way of security or to dispose of these goods for the benefit of third parties in any other way. The customer undertakes to notify Stöckl Parkett as soon as possible of any compulsory seizure of the goods delivered under retention of title or any other access by third parties to the same. In the event of seizure or other claims by third parties, the customer shall inform the third party that Stöckl Parkett is the owner of the goods.

## **7. Warranty**

**7.1** The customer shall inspect the goods after delivery and notify Stöckl Parkett immediately if there is a defect. The duty to inspect shall be carried out in accordance with ÖNorm EN 13228. In particular, moisture content, grading characteristics, dimensional stability and damage must be checked upon delivery. Single strips must have a moisture content of 7% to 11% when the product is first delivered. The moisture content must be measured with an electrical device in accordance with EN 13183-2. In case of dispute, the moisture content must be measured using the kiln-drying method in accordance with EN 131832. Defective products must not be processed.

**7.2** If, in the ordinary course of business, an inspection of the goods is not possible upon receipt of the goods, Stöckl Parkett shall be notified of this circumstance and any defect that can be detected during a subsequent inspection shall be notified in writing within a reasonable period not exceeding 14 days after delivery. This shall also apply to incorrect and differing deliveries. If defects only become apparent at a later date, these must also be notified within a reasonable period not exceeding 14 days, otherwise the goods, also with regard to these defects, shall be deemed to have been approved. By negotiating a notice of defects, Stöckl

Parkett does not waive the objection that the notice of defects was raised too late or was not adequately specified.

**7.3** The warranty period is 6 months. Stöckl Parkett shall be entitled to remedy defects and/or damage at its discretion within a reasonable period of time by means of replacement delivery or improvement. As long as Stöckl Parkett makes use of this right, the customer shall not be entitled to rescission, price reduction or monetary compensation.

**7.4** Return shipments of goods require the express and written consent of Stöckl Parkett and shall be at the expense and risk of the customer.

**7.5** In the event of unjustified notices of defects which cause extensive subsequent inspections, the costs of the inspection may be charged to the customer.

**7.6** Any treatment or processing of the goods shall lead to the exclusion of the warranty. The processing of the products (e.g. sanding of the parquet floor) can change the specified technical properties (in particular the fire classes), as can improper care (e.g. can change the slip resistance). In such cases, there is no right to claim under warranty. Specified technical properties always only refer to factory surfaces.

**7.7** The filing of warranty claims does not release the customer from its payment obligation (see point 5.4).

**7.8** If a warranty case arises in the relationship between the customer and its customers, recourse against Stöckl Parkett pursuant to Section 933 b of the Austrian Civil Code (ABGB) shall be excluded. The customer shall also exclude the right of recourse in accordance with Section 933 b ABGB vis-à-vis its customers (unless they are consumers).

## **8. Liability**

**8.1** Stöckl Parkett shall only be liable for damage incurred by the customer to the extent that it or one of its vicarious agents is guilty of intent or gross negligence. Liability is generally limited to an amount of 5% of the value of the goods of the respective delivery.

**8.2** Liability for loss of profit, consequential damages or for damages due to third-party claims is excluded.

**8.3** Stöckl Parkett accepts no liability for damage resulting from improper handling of the delivered goods, nor for improper installation or improper cleaning of such. Nor shall any liability be accepted for work carried out by third parties on the delivered goods at a later date.

**8.4** The liability of Stöckl Parkett and its sub-suppliers for any consequential harm caused by a defect shall only exist within the framework of the mandatory provisions of the Product Liability Act.

**8.5** Stöckl Parkett shall only be liable for a breach of a duty to warn by Stöckl Parkett or its vicarious agents in accordance with Section 1168 a ABGB to the extent that it is at least guilty of gross negligence.

## **9. Returned goods, cancellation**

**9.1** Returned goods, i.e. goods remaining after processing to a maximum of 10% of the original respective delivery, can only be taken back and credited within 10 working days from the date of issue of the delivery note, against payment of a processing fee of 25% of the value of the goods and in complete packaging units, as well as in perfect condition (wood moisture 9+/- 2%). Adhesives and varnishes can only be taken back in original sealed containers. Returns are excluded for commission orders of merchandise and custom-made products. Claims for damages are excluded in the case of returned goods. The costs of the return transport shall be borne by the customer.

**9.2** In the event of an order being cancelled after the order confirmation has been prepared and sent by Stöckl Parkett, the purchaser undertakes to pay a handling fee of 25% of the order value. Cancellation is excluded in the case of merchandise and custom-made products.

## **10. Other provisions**

**10.1** Should one or more provisions of these GTC or of contracts of the parties be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected by this. Invalid or unenforceable provisions shall be replaced by analogous valid provisions which come as close as possible to the economic purpose of the invalid or unenforceable provision.

**10.2** The application of Section 934 of the ABGB (reduction by more than half) is excluded.

**10.3** Stöckl Parkett shall be entitled at any time to correct obvious errors, such as typing and calculation errors in offers, cost estimates, order confirmations, delivery notes and invoices.

**10.4** Written declarations (also by fax or email) shall be deemed to have been received if they are sent to the address last notified by the customer.

**10.5** These General Terms and Conditions shall supplement the contracts concluded between Stöckl Parkett and the customer. In the event of contradictions with the provisions in the contract or if the contract contains more extensive provisions, the contract shall take precedence over the General Terms and Conditions.

**10.6** Only written agreements shall apply between the Contracting Parties. Any amendment to the General Terms and Conditions must also be made in writing. This shall also apply to any waiver of the written form requirement. Oral agreements shall not be legally binding. The customer acknowledges that employees or third parties engaged by Stöckl Parkett shall not be entitled to make any promises that deviate from the contractually agreed main performance obligations (such as payment agreements, quality promises, delivery conditions).

**10.7** Stöckl Parkett shall be entitled to amend the General Terms and Conditions. Stöckl Parkett shall inform the customer of such changes to the General Terms and Conditions and the date of the change at least one month before the date of the change. The amendment to the General Terms and Conditions shall come into force should the customer not object to the amendment within one month of being informed.

## **11. Applicable law, place of performance, place of jurisdiction**

**11.1** Austrian law shall apply to this contractual relationship. The United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) shall not apply to this contract.

**11.2** The exclusive place of performance for all obligations arising from or in connection with contractual obligations between Stöckl Parkett and the customer shall be A-3331 Kematen/Ybbs. The exclusive jurisdiction of the court responsible for A-3300 Amstetten is agreed for all disputes between Stöckl Parkett and the customer, including the question of the valid conclusion of the contract as well as its pre- and post-contractual effects.