

General Terms and Conditions of Business

for

Decor Service Fortmüller Handel GmbH

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Contents

1. Scope and validity.....	1
2. Language of the contract, applicable law and jurisdiction.....	1
3. Formation of Contract	1
4. Pricing, transport, lead time and delays	2
5. Delivery	2
6. Accurate information	2
7. Right to withdraw or cancel	2
8. Retention of title	3
9. Transfer of risk.....	3
10. Warranty	3
11. Manufacturer warranty	4
12. Liability	4
13. Safety and operating instructions	4
14. Catalogues.....	4
15. Online dispute resolution platform.....	4
16. Force majeure	4
17. Severability clause	4
18. Miscellaneous	4
Model cancellation form	5

1. Scope and validity

The version of these general terms and conditions of business ("T&Cs") for Decor Service Fortmüller GmbH, Theatergasse 1, 8490 Bad Radkersburg, company reg. no. 68081w ("DS") valid at the time of placing an order applies to any contracts agreed **between DECOR and commercial/business clients or private clients (also referred to as end-users)**, except for those set up via the online shop at www.decor-service.com.

DS has made these T&Cs available from the DS website at www.decor-service.com, in the form of pdf files which can be printed out or stored. The same goes for the cancellation policy set out in the T&Cs, and to the sample cancellation form attached to the T&Cs.

At the point where an order confirmation is sent automatically from DS to a business or private client (or "client" for short), these expressly agree to accept these T&Cs; failing which, clients should voice any concerns, objections, etc. in writing within 7 working days. These T&Cs apply to any future transactions, specifically contractual agreements between DS and the client, even where no new specific agreement has been set up, except for those established via the online shop at www.decor-service.com.

2. Language of the contract, applicable law and jurisdiction

The contract shall be in German. All other information and matters are in German. These T&Cs and any contracts set up under these T&Cs are subject to Austrian substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention), except where mandatory statutory legal provisions apply in the country where the end-user is domiciled. Where a legal transaction is not entered into with an end-user, the parties agree to the exclusive jurisdiction of the competent court in Feldbach. The legal place of jurisdiction applies to end-users.

3. Formation of Contract

Any quote from DS is an invitation to the client to make a purchase. Quotes from DS are non-binding. Errors and omissions excepted. The contract comes into effect at the point where the order confirmation is automatically sent from DS to the client, or when DS actually provides the service to the client.

Information about any items supplied by DS appearing in catalogues, price lists, brochures, exhibition stand advertising, newsletters, marketing mailshots or other media (information material), which has not originated from DS, is non-binding, except where DS has expressly confirmed in writing that it is part of the contract.

4. Pricing, transport, lead time and delays

Product pricing quoted by DS at the end of the ordering process (as well as in cost estimates) are net prices excluding VAT or any other packaging, transport, loading and delivery costs.

Prices do not include packaging, transport, loading or delivery costs except where stated otherwise. Statutory sales tax or value added tax and other packaging, transport, loading and delivery costs are itemised separately during the ordering process.

Clients are not entitled to deduct any discount unless one has been specifically agreed. The purchase price is due immediately once a client places an order, unless other arrangements have been agreed.

DS accepts the following payment methods:

- Payment in advance
Clients are sent payment instructions once the order is placed.
- Cash
This option is available when collecting items directly from DS's premises.
- Invoice
This option is only available starting from a client's second order, and payment instructions are included with the invoice sent separately.

In the event of late payment, interest will be charged on arrears at the statutory rate (for business clients, though, this is specifically 9.2% above the applicable Austrian National Bank base rate) from the date the invoice falls due. Furthermore, in the event of late payment by business clients, compensation to cover administrative costs will be charged as provided for in section 458 of the Austrian Commercial Code. Additional (legal) claims are not affected. In the case of business clients, any complaints about the goods shall not entitle payment to be withheld from DS. There is no right of set-off against sums due to DS, unless the claim is not disputed, or has been legally established, or does not relate to the client's outstanding account.

5. Delivery

DS will fulfil orders without unnecessary delay and, provided the items ordered are in stock, these will normally be dispatched within 5 working days once the contract is agreed, except for payment in advance, where this is following receipt of payment. Where goods are not in stock, DS will advise the client of the expected delivery date by email or on the order confirmation itself.

Lead times and delivery dates are always non-binding and are intended only as a guide, except where DS has expressly declared these to be binding in writing. Further details regarding delivery dates can be found on the order confirmation.

Delivery shall always be to the address specified by the client, except where otherwise agreed in writing. DS reserves the right, at its discretion, to send orders for multiple items either separately or together, particularly where the quantities ordered are not available all at once. DS delivers to addresses in Austria. Collection from DS's premises is only possible with prior written agreement, meaning after prior consent from DS.

6. Accurate information

The client must provide DS with all the accurate information and facts needed for the provision of services. If circumstances change, especially client details (name, address, email), this should be brought to the attention of DS without delay; otherwise the client accepts that this might cause problems for which DS is in no way responsible.

7. Right to withdraw or cancel

Under section 11 of the Austrian Distance Selling and Online Commerce Act ("FAGG"), the end-user may withdraw from a distance selling contract or a contract concluded online within 14 days, without having to explain why. Please note the instructions below regarding the conditions applying to the right of withdrawal or cancellation and the consequences of this:

Right to withdraw or cancel

You have the right to cancel or withdraw from this contract within fourteen days without having to explain why, provided that the correct procedure has been followed as set out in section 4 (1) (8) FAGG. Under section 11 (2) FAGG, the withdrawal or cancellation period is fourteen days from the day on which you, or a third party designated by you who is not the transport company, took possession of the goods, or on which you or a third party designated by you and who is not the transport company, took possession of the final items, partial shipment or the final delivery. The deadline is considered as met if the notice of withdrawal or cancellation is sent before the deadline.

Exercising your right of withdrawal or cancellation does not have to follow a specific format, but you might like to use the model cancellation form at the end of these T&Cs, which can also be downloaded from the DS website at www.decor-service.com and saved as a pdf.

Please send the notice of withdrawal or cancellation by which you wish to advise us of your decision to withdraw from the contract or cancel it, by post or email to

Decor Service Fortmüller Handel GmbH
Theatergasse 1
8490 Bad Radkersburg
Tel.: +43 3476 2894
Email: office@decor-service.com

In the event that you cancel or withdraw from this contract, we are required to refund any payments already received from you, including delivery costs (with the exception of any additional costs arising because you requested different delivery arrangements from the cheapest standard delivery we offer) immediately and no later than fourteen days from the day on which we receive your notice of cancelling or withdrawing from this contract. We shall use the same payment method for this refund as you used for the original transaction, except where specifically agreed otherwise with you in writing. Either way, you will not be charged as a result of this refund. We may withhold any refund until we receive the goods back, or until you provide evidence that you have sent the goods back, whichever is earlier. The goods should be returned (to Decor Service Fortmüller Handel GmbH, Theatergasse 1, 8490 Bad Radkersburg) without delay and in any case no later than fourteen days from the day on which you advise us of withdrawing from this contract. The deadline is considered as met if you return the goods before the fourteen day period has expired. You are responsible for the direct costs of returning goods. You will only be liable for any loss of value caused by handling the goods other than is necessary to establish the nature, characteristics and correct functioning.

The right of withdrawal or cancellation does not apply in particular to orders for the following items:

- Goods which, due to their nature, have been inseparably mixed with other goods following delivery;
- Items produced to client specifications or tailored to specific personal needs;
- Items delivered in sealed packaging and not suitable for return due to reasons of health or hygiene if the seal has been broken following delivery;
- Items where the price depends on fluctuations in the financial markets over which DS has no control and which may occur during the cooling-off period and
- Goods which go off rapidly or which are close to their use-by date.

8. Retention of title

Goods delivered remain the property of DS until all amounts due under the contract have been paid, including interest, discounts wrongly deducted by the client or other deductions not accepted by DS, costs arising and so on, whatever the legal basis.

The client agrees to handle the goods carefully and exercise a duty of care until such time as title has passed and all amounts due have been settled in full. This does not extend to deposits or other security provided in advance of full payment. If any goods are held as security, confiscated or otherwise seized by third parties, the client must point out that they are the property of DS, advise DS immediately and send DS any information and documentation required to exercise their right of ownership.

9. Transfer of risk

The usual statutory provisions on the transfer of risk shall apply. Where the client arranges their own transport rather than one of the options proposed by DS, risk passes to the transport company once the goods are handed over.

10. Warranty

The usual statutory provisions covering warranty rights apply to end-users. Warranty refers to DS's statutory liability for defects in the purchased goods at the time of delivery to the client. Defects which only appear later are not usually covered by the warranty. Warranty claims must be made within two years of delivery, and during the first six months following delivery DS must demonstrate that the defect did not exist at the time of delivery. In the event of a warranty claim, DS has the right to repair or replace. The client shall only be entitled to demand a reduction in the purchase price or a full refund (complete cancellation of the contract) where repair or replacement is impossible or would involve a disproportionately high cost for DS, or where DS cannot comply with the request to repair or replace, or not within a reasonable time.

Business clients must check that all items are present and match the order immediately upon receipt. Obvious defects must be reported immediately upon receipt, defects which can be identified by normal inspection within 8 days of receipt, and other defects within one week of being identified, in writing and giving a detailed description of the defect. In the absence of any complaint, goods are considered as accepted and no claims will be accepted under warranty. In the event of a justified complaint, the provisions under warranty rights come into effect. DS and any client who is not an end-user agree to a warranty period of one year.

11. Manufacturer warranty

Where a manufacturer has given a voluntary undertaking that goods will function properly for a specified time (manufacturer's warranty), the relevant manufacturer's warranty shall apply. Conditions and limitations applying to relevant manufacturer warranties can be found in the relevant warranty terms and conditions, which can be viewed and possibly also downloaded from the individual product pages (product image). This does not however affect the client's statutory warranty rights.

12. Liability

The usual statutory provisions covering liability apply to end-users. No liability shall be accepted for minor negligence in the event of damage to property. Any claim for compensation shall become void in each case within 3 years after becoming aware of the damage and of the person who caused the damage.

With business clients, DS accepts no liability for a specific outcome, and in any case only for grossly negligent breaches of duty and not exceeding the fair market value of the items ordered by the client. No liability shall be accepted for minor negligence. DS shall furthermore only be liable for typical and foreseeable damage, meaning damage which might reasonably be expected to occur at the time the contract was agreed based on the circumstances known at the time. No claims will be accepted arising from consequential damage (from defects) and from damage for which the client can obtain insurance cover or which can be controlled by the client, or from other indirect damage and loss, or from loss of profit and financial loss in general, in particular from providing defective or late service, or failing to provide a service. Claims for damages to which a client who is not an end-user are entitled under the above provisions expire within six months of becoming aware of the damage and of the person who caused the damage; compensation for damages under the Austrian Product Liability Act is based on the statutory statute of limitations. No liability for compensation as defined in section 12 of the Austrian Product Liability Act will be accepted, except where the person claiming compensation can demonstrate that the defect was the fault of DS and was at least down to gross negligence.

13. Safety and operating instructions

Goods supplied by DS are to be handled and operated in accordance with the operating instructions; handling or operating the goods supplied in any way contrary to the operating instructions is entirely at the client's own responsibility.

14. Catalogues

DS sends out a catalogue to (selected) clients once a year, to the postal address provided by the client during registration. Besides the DS product range and new products, this catalogue will also include the latest news from DS. By submitting an offer to purchase, the client expressly agrees to the catalogue being sent out by post (see section 4).

15. Online dispute resolution platform

The EU Commission offers the option of online dispute resolution through an online dispute resolution platform which it operates. This dispute resolution platform can be accessed at <http://ec.europa.eu/consumers/odr>.

16. Force majeure

Force majeure or other unforeseen circumstances beyond their control discharges DS from having to comply with the obligations agreed with business clients. Force majeure specifically includes business interruption and traffic problems, poor performance by subcontractors, transport interruptions or production hold-ups; whilst any of the above situations persists, DS is discharged from the obligation to provide the service and the client is not entitled to a reduction in the purchase price or any other compensation.

17. Severability clause

For business clients, if any of the terms in these T&Cs are found to be invalid, the remainder shall still apply. The invalid term is to be replaced by one which is financially equivalent or similar but valid.

18. Miscellaneous

Revisions and additions to these T&Cs and verbal agreements which vary from the content of these T&Cs are only valid with confirmation in writing from DS. Any client general terms and conditions of business or purchase are expressly invalid. General terms and conditions imposed by the client which vary from these T&Cs are not valid except where this has been expressly agreed in writing.

Model cancellation form

(Please complete this form and return it to us should you wish to withdraw from the contract)

To

Decor Service Fortmüller Handel GmbH

Theatergasse 1

8490 Bad Radkersburg

Tel.: +43 3476 2894

E-Mail: office@decorservice.com

I/we (*) hereby wish to cancel the contract agreed by me/us (*) for the purchase of the following goods (*)/provision of the following services (*)

Ordered on (*)/received on (*)

End-user name:

End-user address:
.....
.....

End-user signature (written notice only)

Date

(*) Delete as applicable.