

General Terms and Conditions

I. Conclusion of contract

(1) These general terms and conditions (hereinafter also referred to as "GTC") apply to all current and future business relationships between us, REPRECT GmbH, FN 492642 z, and the contracting party.

(2) Deviating, conflicting, or supplementary general terms and conditions of the contracting party shall not become part of the contract—even if known—unless their validity is expressly acknowledged in writing by REPRECT.

(3) Our offers are non-binding. By placing an order, the contracting party makes a binding declaration to purchase the ordered goods. We may accept the order within two weeks by written confirmation. Our employees are not authorized to make agreements deviating from these GTC. Any such agreement requires written confirmation by the management of REPRECT.

II. Prices and payment terms

(1) All purchase prices, unless otherwise agreed, are ex works of the manufacturer, exclusive of statutory VAT. Costs for transport, packaging, insurance, freight, and installation are not included and will be invoiced separately.

(2) Taxes, contract fees, duties, import/export/transit charges, customs fees, government commissions, and similar costs are borne solely by the contracting party.

(3) Unless otherwise specified in the order confirmation, 50% of the purchase price is due upon order placement.

(4) In the event of exchange rate fluctuations between the invoiced currency and the Euro, the value on the invoice date shall apply.

III. Delivery

(1) Unless otherwise agreed, deliveries are made ex works REPRECT, at the contracting party's risk and expense.

(2) If goods are delivered, installed, or set up at the contracting party's request, the risk passes upon departure from REPRECT's premises, regardless of the place of performance or the party bearing freight costs.

(3) If the contracting party fails to accept the goods on time, we may withdraw from the contract and claim damages.

IV. Delivery deadlines, force majeure, strikes, lockouts, sub-suppliers, notification duty

(1) Delivery dates are considered approximate.

(2) Delivery is contingent upon timely and correct supply to us. Operational disruptions or force majeure, including strikes, extend delivery periods accordingly.

(3) Post-contractual agreements, particularly technical specifications, may extend delivery deadlines.

(4) In case of non-grossly negligent delays, the contracting party may withdraw only after a written reminder and grace period. Claims for damages are excluded except in cases of gross negligence.

(5) We are liable for damages due to delays only in cases of intent or gross negligence.

(6) If delivery becomes impossible or unreasonably difficult, we will inform the contracting party. The contract will be canceled without liability. Written confirmation will be provided.

(7) The contracting party must inform us in writing before contract conclusion of any national legal or regulatory provisions that may delay or complicate delivery or installation.

V. Payment

(1) The purchase price, including any ancillary costs, shall be due for payment within twelve days of the invoice date at the latest.

(2) Receipt of payment by the seller shall be decisive when determining the timeliness of payment.

(3) Cheques shall only be accepted following a separate agreement and only on account of payment. Any costs arising therefrom shall be charged to the contracting partner.

Payments must generally be made without any deductions and free of charge for the recipient.

(4) If partial claims are not paid in due time or if insolvency proceedings are instituted against the assets of the contracting partner, we shall be entitled to demand immediate payment of all outstanding claims.

VI. Warranty

(1) The contracting party must inspect the goods immediately and report any defects in writing. Otherwise, warranty claims are void. Complaints must be justified and substantiated with evidence. Defective items will be repaired or replaced at our discretion if the defect existed at the time of risk transfer. The burden of proof lies with the contracting party.

(2) Non-obvious defects must be reported immediately upon discovery under the same conditions as above.

(3) The warranty period is six months from the date of delivery.

(4) Supplied operating instructions must be strictly followed; otherwise, we accept no liability.

(5) The agreed quality of the subject of the contract owed by us shall result exclusively from the contractual agreements with the contracting partner and not from any other advertising, publicity, brochures or the like. The contracting partner shall not receive any guarantees in the legal sense. (6) Used machines are sold without warranty.

(7) Furthermore, minor defects shall be excluded from the guarantee; minor defects are those which have no direct and noticeable effect on the function of the machine components or on the quality of the product to be produced, such as in particular optical defects or the like.

(8) Warranty periods are not extended by repairs or replacements.

(9) We are not liable for damage due to improper use, wear and tear, negligence, or improper storage.

VII. Compensation for use

If goods are returned, we may charge a usage fee and return handling costs. This is based on the visual and technical condition of the returned item. A minimum usage fee of 30% of the net price plus 4% of the total price per calendar month from the delivery date will apply.

VIII. Liability

(1) Claims for damages against REPRECT are excluded unless caused by intent or gross negligence.

(2) Lost earnings, lost profit, claims under the Product Liability Act, and financial losses cannot be claimed. Further claims for damages are excluded.

(3) Claims must be made within six months of damage detection and within one year of delivery, otherwise they expire.

(4) We exclude liability for property and personal damages under the Product Liability Act. The customer agrees to pass this clause to their customers.

IX. Retention of title

(1) The goods shall remain our property until complete payment of all claims and the contracting partner promises that they shall take all measures to make our retention of title effective in a legal form and according to the applicable national regulations of the contracting partner.

(2) The contracting partner shall be expressly prohibited from reselling, pledging or collateralising goods subject to our retention of title.

(3) In the event of being accessed by third parties, in particular in the event of the purchased object being pledged, the contracting partner must immediately notify us thereof and, at the same time, inform the third party of the seller's retention of title. The contracting partner shall bear all relevant costs which must be incurred to reverse the access and to recover the purchased object.

(4) In the event of non-compliance with the obligations of the contracting partner specified in this point, we shall have the right to withdraw from the contract.

X. Withdrawal

(1) In addition to statutory and contractual rights, we may withdraw if false credit information is provided, insolvency is filed, or if the contractual party's financial status deteriorates significantly. We may also withdraw if obligations are not met within 24 days of a written reminder.

(2) The contracting party may only withdraw if delivery remains unfulfilled despite a written reminder and reasonable grace period.

XI. Place of performance and jurisdiction

(1) For all disputes arising from this legal relationship, including those related to the formation or termination of the agreement, fall under the jurisdiction of the competent court in A-1010 Vienna.

(2) The legal relationship is exclusively subject to Austrian law excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules according to the IPRG and without reference to foreign law.

XII. Miscellaneous

(1) Amendments and supplements must be made in writing in order to be effective.

(2) The requirement of written form may also only be waived in writing.

(3) We shall be entitled to transfer all rights and obligations, including those arising from these terms and conditions, to third parties and thereby release ourselves from our obligations. The contracting partner shall hereby be informed of this without delay and hereby declares their consent.

(4) The invalidity or ineffectiveness of individual provisions shall not affect the effectiveness of the remaining provisions.

(5) Should individual provisions of these terms and conditions be ineffective, they shall be reinterpreted in good faith to the effect that a permissible provision was instead intended within the scope of these GTC.

(6) The contracting partner may only retain payments as security for claims vis-à-vis us or set them off against such claims if these have been recognised by us or have been legally established by a court of law.

(7) The goods shall be packaged in a manner customary in the trade to avoid them being affected by the weather under normal transport conditions.

XIII. Special provisions for consumer contracts

Should these General Terms and Conditions be used as a basis for a contractual relationship with a consumer, these provisions shall only apply subject to the Consumer Protection Act (KSchG). Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, or should the General Terms and Conditions contain a loophole, this shall not affect the binding nature of the remaining provisions and of the orders and contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision which comes as close as possible to the sense and purpose of the invalid provision.

XIV. Data protection

(1) The provider and the customer agree to comply with the Data Protection Act (DSG), the General Data Protection Regulation (GDPR), and other confidentiality obligations.

(2) For contract performance, necessary personal data will be processed. Details can be found at www.REPRECT.at/datenschutzerklaerung/.

(3) The customer agrees to take all necessary GDPR-compliant measures, including obtaining consent, to allow the provider to process data as required for contract fulfillment.