

Toccoverde Commerce – General Terms & Conditions

1) All orders are accepted and recorded by us in accordance with the hereunder terms of sale, and this whatever the conflict clauses that may appear on the order or other documents from our clients.

Placing an order implies acceptance of our terms of sale.

These general conditions of sale apply to all sales of products by our company. Any document other than the general conditions of sale, including catalogues, brochures, advertising and instructions have only indicative and informative value and are not contractual.

If conditions of purchase of a client contradict with the general terms of sale, our general conditions of sale prevail over the terms of purchase of the client.

2) Our company considers an order as such only when they are confirmed in writing. No order can be partially or totally cancelled after exchange of agreements and during the preparation. Our supplies are always made with the tolerances in use regarding the quantities ordered; the buyer undertakes in any case to pay the price for the quantity delivered.

Any verbal information or contained in our documentation on the characteristics or use of our products is provided for information only and does not constitute a guarantee without prior written consent.

The tolerances set by general industry standards do relate only to standard products; special requirements in this area should be subject to specific requests before ordering at the latest.

3) A delay in delivery cannot entail our liability, nor be the pretext of order cancellation, nor give rise to penalties. Delivery times are only indicative.

In case of failure of supply from the factory, the buyer has the choice to accept the cancellation of the order, or to endure the stoppage of pending deliveries and our company will under no circumstances be held in any compensation.

4) Our goods are always deemed sold ex works and travel at the risk of the buyer even if the price is set free.

Any product physically delivered, whose reservations were not expressed by registered letter with acknowledgment of receipt within three days to the carrier and copy sent to the company Toccoverde will be considered accepted by the customer.

5) In case of no compliance with the order, the claim shall be admissible if the defect is obvious only within a period of five calendar days, if the defect is hidden under the same period from the time it has been detected.

Defects in materials, even hidden as well as mistakes of dimensions only oblige our company to the outright replacement of the incriminated products without compensation and without than the client could pretend to the resolution of the order. The products replaced remain the property of our company.

Claims for compensation shall lapse six months from becoming aware from the reception of the goods and at all events within 5 years of provision of the goods or services.

No goods should be returned without our prior and written agreement of our company.

The claim made by the buyer under the conditions and manner described above does not suspend the payment by the customer of the goods concerned.

The responsibility of our company can never be blamed for events, during transport, destruction, damage, loss or theft even if our company chose the carrier.

6) Our supplies are payable at the registered office of our company.

The terms and way of payment must be an explicit agreement in the contract. In the absence of such agreement, payments are made at 30 days end of month, net and without discount. The starting point for the payment of our invoices shall be the date of shipment of the goods or that of their availability in the event that the buyer would organize transportation himself. No discount is granted for early payment.

Toccoverde Commerce – General Terms & Conditions (continued)

If there is a failure to pay the whole or a fraction of the invoice when due, the entire debt will be immediately payable, including any values or bills not yet due without prior notice.

For the first order or if our company has serious or particular reasons to fear difficulties of payment from the client at the date of the order or after it or if the client does not present the same guarantees as at the date of acceptance of the order, our company can make acceptance of the order or the continuation of its execution to a cash payment or the client shall provide guarantees to the benefit of our company. In case of refusal by the client of the financial arrangements for payment or security, our company may refuse to honour the order placed and deliver the goods in question without than the client can argue a wrongful refusal to sell or claim for compensation.

In the event the amounts due are not paid at the settlement date mentioned on the invoice and / or the settlement deadline indicated in these terms and conditions of sale, these will bear interest at a rate of the applicable prime rate published by the Austrian National Bank plus a margin of 8 % in accordance with Article 352 UGB (Austrian Business Code).

Furthermore, interest in arrears will be charged pursuant to Article 1000 ABGB (Austrian Civil Code).

The buyer will be obliged to defray us for all costs incurred by unpaid, including bank charges, protest and stamps.

If there is any change in the situation of the buyer (disability, death, transformation or dissolution of company, sales, contribution to a company or sale of a business in any form whatsoever, reorganization or liquidation), we reserve the right to terminate all or part of the order concluded.

7) Criminal sanction: In the event of delay in payment from the client, the amounts due, recovered through litigation, will be increased, in addition to interest on arrears, by a fixed compensation of 6 % of their amount.

8) Ownership reserve: We reserve the right of ownership of goods sold and / or delivered until full payment of all supplies due in pursuance of the order or contract according to Article 1063 ABGB (Austrian Civil Code).

The mere submission of drafts or securities creating payment obligation is not a payment.

The buyer has to insure the goods upon delivery and for the duration of ownership reserve.

As far as the goods are not fully paid, the buyer will keep them such as they can continue to be identified as our property; the buyer cannot pawn the goods or grant any rights to third parties.

In case of return of the goods subject to our reserve of ownership, the buyer will be credited by us for partial payments occurred, less the amount of costs incurred by the recovery (transport, storage, handling) and the loss from the depreciation of goods resulting from the state in which they are during their taking back or decrease of their price between the contract date and the day of return.

Failing prompt execution by the buyer of the obligation to return the goods, he may be forced by a simple ruling, entitling our company to take back the goods subject to the reserve of ownership, at the buyer's address or any other place, to the sole expense of the latter.

9) Any dispute concerning the application of these general terms of sale, interpretation, preparation and execution of sales contracts concluded by our company and payment of price, will be the exclusive jurisdiction of the Court of Vienna, Austria, even in case of multiplicity of defenders or appeals for guarantee.

If legal action or any other action for debt collection is taken by our company, the costs for court notice and attorneys' and bailiff's fees and all associated costs including expert will be borne by the offending client as well as costs related to or arising out of the breach by the client of payment terms or delivery of the order considered. Any questions regarding these terms and conditions of sale and the sales they are governing that were not addressed by these contractual provisions will be governed by Austrian law to the exclusion of any other right.