

## **General Terms and Conditions for offers, deliveries and services of Hagleitner Global Hygiene GmbH to businesses**

These General Terms and Conditions of **Hagleitner Global Hygiene GmbH**, Lu-nastraße 5, A-5700 Zell am See, Austria, tel.: +43 1 358 05 96, Fax: +43 5 0456 90111, e-mail: [international@hagleitner.com](mailto:international@hagleitner.com), FN 509424d, UID: ATU74508115 are applicable as of November 7, 2019. All General Terms and Conditions published before this date are no longer valid.

### **1. Area of validity, contracting parties**

**1.1** These General Terms and Conditions ("**AGB**") apply, beginning on the date specified above, exclusively for all offers, deliveries and services of Hagleitner Global Hygiene GmbH ("**Hagleitner**"), including the sale of goods in the webshop at [www.hagleitner.com/keuco](http://www.hagleitner.com/keuco) ("**Webshop**") operated by Hagleitner and by its business partners ("customers") for which the legal relationship entered into with Hagleitner is part of the operation of their business iSd § 1 Section 2 Consumer Protection Act (KSchG).

This does not apply in countries in which direct Hagleitner distributorships are located. In these countries, the general terms and conditions applicable in each country apply. At this time, these countries are: Germany, Bosnia, Serbia, Croatia, Slovenia, Italy, Czech Republic, Slovakia, Hungary, Romania and Bulgaria. The general terms and conditions for these countries can be found under the respective country on the Hagleitner website at <http://www.hagleitner.com/at/>.

**1.2** Hagleitner only signs contracts in accordance with its own conditions. Deviating or additional conditions of the customer only apply if these have been expressly consented to in writing by Hagleitner.

**1.3** The current version of the General Terms and Conditions is available for inspection at Hagleitner and can be inspected and accessed on the Internet at [www.hagleitner.com](http://www.hagleitner.com). Under the link [www.hagleitner.com/AGB](http://www.hagleitner.com/AGB), the customer can download, save and print the General Terms and Conditions as a PDF file. Upon request, Hagleitner will send the General Terms and Conditions to the customer by post.

**1.4** The products and services from Hagleitner are intended solely for **companies as defined by the Consumer Protection Act (KSchG)** and not for consumers. An entrepreneur as defined in iSd § 1 KSchG is a person for whom the transaction is part of the operation of that person's business. A business is any permanently established organization pursuing independent business activities, even if this organization does not intend to make a profit. Legal entities under public law are always considered to be entrepreneurs. Hagleitner has the right to request and obtain from its customer all of the necessary details on its business capacity and its registered office. The customer is obligated to confirm this capacity when registering for the webshop.

## **2. Conclusion of contract**

**2.1** The order placed by the customer is considered to be an offer to conclude a contract with Hagleitner.

**2.2** The contract based on the offer by the customer is only concluded after the offer is accepted by Hagleitner, yet no later than the provision of the products and services.

**2.3** Offers and offer documents as well as information provided by Hagleitner (e.g. catalogs, brochures, price lists and data on the Hagleitner website) are not binding, unless explicitly stated otherwise.

**2.4** Unless otherwise explicitly stated, offers apply for three months from the date of issue.

### **2.5 Conclusion of contract in the HAGLEITNER Webshop**

- Step 1: The customer selects the desired item.
- Step 2: The customer selects their status as a business customer and confirms this with "Next".
- Step 3: The customer selects the desired quantity and clicks on "Order". This opens the next page of the ordering process, where the customer can check the order.
- Step 4: Then the customer clicks on "Next" and enters their user name and password. If not yet registered, the customer registers now or uses "Order as guest".
- Step 5: The customer acknowledges the General Terms and Conditions and the Data Privacy Policy and confirms, by activating the checkbox, that they have read them.
- Step 6: Then the customer finalizes the order by clicking on "Finalize order".
- Step 7: The order number (transaction ID) is automatically displayed to the customer in the Webshop. The customer receives an order confirmation by e-mail in the course of the next business day.

## **3. Reservation title**

**3.1** The goods transferred to the customer remain the property of Hagleitner until the purchase price has been paid in full along with all additional charges. Upon transfer of goods, however, the customer carries the risk of the accidental loss of the goods (price risk).

**3.2** The customer does not have the right to dispose of and/or encumber the goods under reservation of title unless previously agreed in writing.

**3.3** The customer must inform Hagleitner promptly about the access of third parties to the goods under reservation of title and about damage to or loss of the goods.

**3.4** If the goods under reservation of title are pledged, the customer must promptly inform Hagleitner of this and take all necessary measures to achieve suspension of execution.

**3.5** If insolvency proceedings are applied for or opened on the customer's assets, Hagleitner – without affecting the validity of the contract if Hagleitner so chooses – has the right to demand surrender of and/or retrieve the goods subject to reservation of title.

#### **4. Prices, shipping costs**

**4.1** Price information, unless otherwise specified, is in euros and excludes VAT, taxes, other charges, customs duties, insurance, packaging and shipping.

**4.2** The prices for the "**Webshop**" are carriage paid, including all charges, within Europe. Prices and charges for deliveries outside of Europe are calculated individually upon customer request.

**4.3** The prices specified at the time of ordering apply. All information provided is subject to price changes before the order is placed, typographical errors, printing errors or technical changes.

**4.4** In the event of a change in the statutory VAT rate, Hagleitner has the right to adjust the prices accordingly when the change takes effect and to round final invoice amounts up to the nearest euro cent.

#### **5. Payment conditions; offsets and retentions**

**5.1** Hagleitner accepts the following payment methods:  
- Bank transfer

**5.2** The amount is payable after receipt of the invoice by the payment due date stipulated on the invoice, without any deduction and free of charges.

**5.3** Hagleitner reserves the right to execute the order only in return for the provision of security or against prepayment; in this case, the customer is required to decide whether this is acceptable or to cancel the order.

**5.4** All payments are used first to settle any interest and additional charges and then to settle the oldest claim, unless otherwise agreed in writing.

**5.5** If the customer is in default of payment or if Hagleitner learns that the customer is insolvent in terms of the insolvency code or if there are uncertainties in the asset situation, the purchase price is due immediately, even if different payment conditions were agreed on.

**5.6** In case of default of payment, the customer is obligated to pay the statutory interest as per § 1333 Section 2 ABGB (Austrian Civil Code) and to pay compound interest of the same amount but at least 8 % p.a.

**5.7** In case of a delay in meeting contractual obligations, the customer must reimburse Hagleitner for any reminder and debt collection costs, especially appropriate costs incurred due to the involvement of legal counsel.

**5.8** Payments from the customer may only be made directly to Hagleitner or to a person authorized by Hagleitner in writing.

**5.9** If the customer is in default of payment by at least 14 days, Hagleitner (i) can insist on the fulfillment of contract and delay the fulfillment of its own services until the customer has fulfilled its obligations or (ii) can withdraw from the contract subject to a period of grace of at least seven days.

**5.10** Any offsetting of counter claims and the assertion of any right of retention on the part of the customer shall be inadmissible.

## **6. Delivery**

**6.1** When an order is placed, the customer receives the goods by mail or by a parcel service within 5 business days after the order is received by Hagleitner, if this is permitted by operational constraints. Other service provision deadlines and/or dates are only binding if these have been expressly agreed upon in writing.

**6.2** The goods are delivered to the address specified by the customer.

**6.3** Hagleitner has the right to make partial deliveries.

**6.4** Withdrawal from the contract by the customer due to a default in delivery is only permissible upon granting of a grace period of at least eight weeks. Withdrawal from the contract must be declared by the customer in a registered letter. The right of the customer to withdraw from the contract only applies to the part of the delivery or service that is in default.

**6.5** Hagleitner is only required to execute the contractual obligations after the customer has fulfilled all of its obligations required for execution.

**6.6** In the event of incorrect, incomplete or unclear information, the customer bears the cost of the unsuccessful delivery and any extra charges incurred.

**6.7** Upon shipment or transfer of the goods to the parcel service, the risk of loss or damage of the goods transfers to the customer. The same applies in case of an acceptance delay by the customer.

**6.8** The delivery deadline is considered to have been met if the delivery item has left the Hagleitner warehouse by the time the deadline expires. Later changes or additions requested by the customer lead to an extension of the delivery time. The same applies in the event of unforeseeable obstacles that are beyond Hagleitner's control, such as force majeure, strikes, lockouts and delays in deliveries from sub-suppliers. Instead of extending the delivery deadlines, Hagleitner has the right to withdraw from the contract.

**6.9** Claims for compensation by the customer are excluded in all cases in which deliveries are delayed or not executed, except in the event of willful intent or gross negligence.

**6.10** If the customer causes a delay in acceptance, Hagleitner has the right to store the goods on its own premises at the customer's expense and risk. Storage charges are invoiced at 0.5% of the gross invoice amount per started calendar day. The goods can also be stored at the customer's expense and risk at a commercial enterprise authorized to do so. In addition, Hagleitner has the right to either insist on fulfillment of the contract or to withdraw from the contract and use the goods elsewhere after a suitable grace period of at least two weeks.

## **7. Webshop right of withdrawal**

**7.1** The provisions in section "Webshop right of withdrawal" only apply to orders placed in the Webshop.

**7.2** Hagleitner Global Hygiene GmbH organizes the return shipment of the goods by mail or parcel service and bears the costs for this. This does not apply if the costs increase because the item is in a different location than the location of intended use.

**7.3** Hagleitner will only take the goods back if they are originally packaged, i.e. if the packaging has not yet been opened.

**7.4** You may withdraw from your contractual statement provided online within 14 days without specifying a reason by sending an e-mail with the subject line "RE-TOURE" to [international@hagleitner.com](mailto:international@hagleitner.com). You will then receive all of the additional information needed to proceed.

## **8. Notice of defects, warranty, indemnification**

**8.1** Complaints of defects must be submitted in writing by the customer immediately upon receipt, at the latest within eight (8) days, and complaints of hidden defects must be reported in writing within three (3) days of discovery. The complaint must be sufficiently explained and documented.

**8.2** In amendment to § 924 ABGB, the customer must provide evidence that the defects was already present upon transfer of goods. Special recourse as per § 933b ABGB does not apply.

**8.3** In case of justified complaints of defects, the warranty is limited to improvement, redelivery or the later supply of missing elements. Multiple improvements and replacement deliveries are permissible. Claims for a conversion or price reduction are excluded.

**8.4** Assurances that the delivered item is suitable for the purpose proposed by the customer are only valid if they are expressly provided in writing by Hagleitner.

**8.5** A technical consultation provided by Hagleitner is performed according to the best of its knowledge on the grounds of its experience but does not come with a guarantee; Hagleitner cannot be held liable no matter what the legal reasons are that such a claim may be based on.

**8.6** Hagleitner can only be held liable for the delivered products of third parties to the extent that the sub-supplier is liable to Hagleitner.

**8.7** The Hagleitner warranty does not extend to parts subject to natural wear. The Hagleitner warranty expires if the installation and operation specifications are not adhered to, the prescribed and delivered chemicals and refills are not used or changes are made to the unit without the agreement of Hagleitner.

**8.8** Hagleitner provides no guarantees in the legal sense. Manufacturer guarantees remain unaffected hereby.

**8.9** Unless this violates mandatory law and unless otherwise provided for in these conditions, Hagleitner is only liable for the replacement of the damage that Hagleitner caused due to gross negligence or willful intent. The customer must demonstrate the existence of gross negligence. Hagleitner shall not be held liable for direct damage, loss of profit, losses of interest, savings that did not materialize, consequential and financial loss, and damage due to claims from third parties. This limitation of liability does not apply to the compensation for personal injury.

**8.10** Hagleitner's liability is limited with the payment amount provided by the customer to Hagleitner on the basis of the signed contract.

**8.11** Unless the law stipulates a shorter term of lapse or preclusion, all claims against Hagleitner shall lapse unless the customer has claimed them in court within six months as of the date at which the client becomes aware of the damage and the damaging party, or of the incident that otherwise gives rise to a claim, but at the latest after the expiration of three years following the conduct (infringement) causing the damage (giving rise to a claim).

**8.12** These conditions shall also apply if the customer's claim for compensation is asserted in addition to or instead of a claim under warranty.

## **9. Data processing**

**9.1** Hagleitner collects personal data necessary for the execution of the contract from the customer in observance of the applicable statutory provisions.

**9.2** The current Hagleitner data privacy policy on data protection can be called up at <https://www.hagleitner.com/at/datenschutz>.

## **10. Miscellaneous**

**10.1** Quotations, plans, sketches, technical documentation, catalogs, brochures, figures and the like always remain the intellectual property of Hagleitner. The customer receives no rights of use to these materials whatsoever unless the customer receives written permission for use from Hagleitner.

**10.2** The customer is obligated to notify Hagleitner in writing of a change to its business address while a contract is not yet fulfilled by both sides. If the customer fails to notify Hagleitner, declarations are considered to have been delivered when they are sent to a more recently stipulated address.

**10.3** Austrian law shall apply exclusively, excluding conflict of law rules of the Austrian Private International Law Act (e.g. IPRG, Rom I-VO, etc.) and the United Nations Convention on Contracts for the International Sale of Goods.

**10.4** For all disputes and differences of opinion arising from or in relation to the legal relationship between Hagleitner and the customer, the local jurisdiction of the competent court for the principal place of business of Hagleitner shall be agreed upon. Hagleitner has the right to bring an action against the customer at the court having jurisdiction at the customer's principal place of business.

**10.5** If provisions of these General Terms and Conditions should be legally ineffective, inoperative and/or void or become so over the course of the validity of the agreement, the legal effectiveness and validity of the other provisions shall not be affected. In this case, the legally ineffective, inoperative and/or void provision (or the provision that became legally ineffective, inoperative and/or void) shall be replaced by one that is legally effective and operative and that approximates the replaced provision as closely as possible in its commercial objective – to the extent this is possible and legally permissible.