

Our General Terms and Conditions of Sale and Delivery

1. General

Our General Terms and Conditions of Sale and Delivery shall be incorporated in all contracts concluded between our customers and us. They shall apply even if we do not explicitly refer to them in subsequent contracts once a permanent relationship has been established. No customer terms and conditions of purchase shall apply, unless we have explicitly accepted them in writing.

2. Quotations and order acceptance

Our quotations shall be subject to confirmation, unless expressly stated otherwise. Our quotations shall at all events be subject to order acceptance, i.e. the contract shall be formed only when we accept the order, or by implication when the goods are dispatched. For the mutual contractual obligations, only our written order confirmation (where available) and these General Terms and Conditions of Sale and Delivery shall apply. Ancillary agreements shall be valid only when we have confirmed them in writing.

3. Criteria for the status of a direct invoice recipient

3a. Domestic: The criteria set out in Point 0.3 of the Rigips Service Charter shall apply.

3b. Export: The status of a direct invoice recipient shall be conditional on the following conditions being met: permanent stocking of complete Rigips systems, trained and certified field and internal sales staff, and a good credit rating.

4. Delay in delivery

If we fail to deliver on time, the buyer shall be entitled to rescind the contract after a reasonable period of grace. It is agreed that a reasonable period of grace shall be at least 4 weeks, and 8 weeks in the case of goods made to special order. Force majeure including traffic disruption and delays due to crossing borders shall extend the agreed delivery date or the above deadlines as reasonable.

5. Handover, transport

The place of performance for our deliveries shall be the agreed works or the agreed warehouse. Risk shall pass to the customer when the goods are handed over to the carrier (sale to destination according to buyer's instructions). The choice of transport shall be at our discretion. Our export shipments shall be subject exclusively to FCA (Incoterms 2010). Shipments may be subject to CPT (Incoterms 2010) at the customer's request.

All deliveries shall be made on condition that there is unobstructed access for vehicles at the delivery destination, which may include heavy goods vehicles. Any additional expenses incurred in gaining access that are due to obstacles for which we are not responsible shall be borne by the customer.

Unloading of the truck is not included, but shall be carried out by the customer without delay and at its expense. The time allowed for complete unloading shall be limited to 3 hours. Any unloading time in excess of this shall be charged at the rate of €41 (excluding VAT) per half hour. If the customer wants us to unload, this service shall be provided for an extra charge, which shall include only unloading the goods. The customer shall provide a suitable unloading area. Any additional expense incurred in unloading due to obstacles for which we are not responsible shall be borne by the customer.

If the customer collects the goods from our works itself even though the agreement stipulates sale to destination according to buyer's instructions, the customer shall bear the resultant transport costs. The customer shall however receive from us a refund corresponding to the Austrian Railways scale of charges for freight.

If the customer wants the goods to be unloaded at an unmanned building site, then the goods shall be deemed to have been handed over to the customer when or before they are unloaded at the agreed place. This shall not affect the customer's obligation to immediately investigate and immediately report any defects as per Point 7

6. Payment

Our invoices shall be payable immediately. Payment shall be made in cash or by bank transfer. Bills of exchange and cheques shall be accepted only by explicit separate agreement, and shall be discharged only when honoured. Offsetting against customer counter-claims shall not be permitted, except counterclaims established by declaratory judgement or explicitly accepted by us.

Payment shall be made in advance for export shipments. The goods shall be allocated in the works only when written confirmation of payment has been received (SWIFT).

Payments shall be credited against the oldest receivables, including interest and costs, regardless of the stated application of the funds. The customer shall have no right to withhold payment in order to procure or ensure counter-performance, unless we do not provide due performance, or performance might be jeopardized by adverse financial circumstances that the customer neither knew about nor should have known about when the contract was signed.

Any discounts, rebates and other allowances shall be conditional on the customer paying the invoice concerned on time. In case of delay in payment, all discounts, rebates and other allowances shall cease to apply, and the customer shall be obliged to pay the invoice amount in full without the discounts, rebates and other allowances.

If we become aware of circumstances giving grounds to fear that the customer will not fulfil its obligations arising from the contract concluded with us in full when due, we shall be entitled to withhold due performance until all the customer's obligations arising from the contract in question have been fully discharged. If the customer does not discharge its obligations in full when due, we shall be entitled to rescind the contract after a period of grace of at least 14 days.

The customer shall pay us €30 (excluding VAT) as lump-sum reimbursement of costs for each extrajudicial overdue notice we send the customer. The costs of other collection and recovery measures (e.g. cost of collection agencies, legal costs, etc) shall be reimbursed in accordance with the provisions of section 1333 para. 2 of the Austrian Civil Code (ABGB).

7. Technical information, warranty, notice of defects

Technical information provided by us over and above the information provided by the manufacturer shall be binding only if we have confirmed it in writing, and the customer has informed us fully and correctly about the relevant circumstances. We shall be bound by express assurance of particular characteristics of the goods only if it is given in writing. In the case of frost-proof goods, we warrant frost resistance only to the extent of the applicable Austrian standard.

The customer shall inspect the goods immediately on delivery. It shall check whether the goods delivered comply with the purchase order in terms of quantity, type and quality. Any objections shall be notified to us immediately in writing. Any transport damage shall also be notified immediately in writing to the carrier concerned. To validate claims for compensation, the purchaser must have any complaint confirmed on the delivery note and/or on the bill of lading, or must apply to the destination railway station concerned for an incident report. Minor variations regarding illustrations and samples that do not affect functionality shall not constitute defects.

If the customer omits to lodge a notice of defects promptly and correctly, the goods shall be deemed approved. If notification of defects is delayed, omitted or incorrect, the customer shall lose all claims to warranty or to compensation for the defect, and any claim arising from an error about the absence of defects in the goods.

If the customer complains about our goods and this complaint proves to be unjustified, the customer shall pay us for the costs incurred in examining the complaint, including in particular labour and travel costs. The hourly rate for a sales manager or engineer amounts to €47 (excluding value-added tax), that of a field service employee or laboratory employee €33 (excluding VAT). Travel shall be charged at a rate of €0.50/km (excluding VAT).

8. Damages

Claims by the customer against us for damages shall not be admitted unless they result from grossly negligent or deliberate acts on our part. The above sentence shall not apply in the case of personal injury.

Claims by the customer against us for damages shall lapse six months from the customer becoming aware of the loss or damage, and no later than five years after the event giving rise to the claim.

Claims (especially claims for damages and claims for recourse) by the customer against us on account of a contract penalty payable to third parties by the customer shall not be admitted, unless the customer notified us of them before the contract was concluded. Where there is a threat of exceptionally high loss or damage, the customer shall be obliged to draw our attention to the increased risk.

The customer shall be obliged to do all in its power to avert any impending loss or damage, or to minimise it if it occurs.

9. Packaging

Packaging material shall not be returnable, except for pallets. Pallets shall be invoiced to the customer, but may be returned.

GK pool pallets shall be taken back only if they are marked with the stamps GKPP/EK, GKPP/HO or GKPP/EH. If pallets of the same quantity and condition are exchanged when the goods are delivered, the carrier must confirm this on the delivery papers. A separate trip free of charge just to collect pallets shall occur within Austria only if more than 25 pallets are returned. There shall be no collection outside Austria.

A handling charge of €2.54 each, and the ARA licence fee for wood of 0.025/kg, both excluding VAT, shall be invoiced for damaged pallets (euro pallets or GK pool pallets).

The number of pallets supplied by us and returned to us must balance out. The maximum permissible tolerance shall be +10%. Pallets that are not returned within 12 months of delivery shall be deleted by us from the pallet account without replacement. There shall be no credit for deleted pallets even if they are returned later.

10. Reservation of title

The goods delivered shall remain our property until all our claims arising from the order concerned have been paid in full (including interest and incidental expenses). Deliveries for a particular construction project shall be deemed to be a uniform order for the above purposes, even if they are ordered, delivered and charged in stages.

We shall be entitled to inspect the goods subject to reservation of title at the customer's premises during normal business hours, to inventorize them, and to mark them as our property. The customer shall be entitled to raise no objection or plea of any kind against this, unless the countervailing rights have been expressly accepted by us or established by declaratory judgement.

The customer shall be entitled to process, convert and sell the goods subject to retention of title in the course of its business; this shall apply until revoked by us. The customer may resell the goods only if it in turn agrees reservation of title with its customer. We shall only revoke the customer's right to process, convert and sell if we become aware of circumstances indicating there is a danger that the customer will not meet its obligations under the contract concluded with us in full when due.

It shall in no circumstances be permissible to pledge or transfer by

way of security the goods subject to retention of title to third parties. If any third party takes enforcement action or other access measures in respect of the goods subject to retention of title, the customer shall inform us thereof immediately. If the customer is responsible for the enforcement action or other access measures, the customer shall reimburse us for the costs we necessarily incur in the course of appropriate legal prosecution to counter this enforcement action or other access measures.

If the customer is in default with its payments despite reminder and expiry of a period of grace set, we shall be entitled to confiscate the goods subject to retention of title; such confiscation of the goods shall then constitute rescission of the contract by us. The customer shall tolerate this confiscation of the goods, and shall be entitled to no objections or pleas of any kind, unless we have expressly accepted the countervailing rights, or they are established by declaratory judgment. Any transport or handling costs we incur in confiscating the goods shall be reimbursed by the customer.

The purchaser hereby assigns to us all its claims against third parties in so far as they arise from use of the goods subject to reservation of title (especially resale or processing), to secure our claim to the purchase price.

11. Cancellation, exchange and return

The customer cannot unilaterally cancel an order it has issued, once we have accepted that order. Nor shall we be obliged to exchange or accept return of goods. If we nevertheless agree to cancellation or to exchange or return of goods in particular cases, the following conditions shall apply:

- exchange and return must occur within 14 days of handover of the goods to the customer;
- exchange and return shall apply only to stock items demonstrably purchased from us in complete packs (therefore excluding goods made to order or cut to size, end-of-line items reduced in price, and goods that are no longer stocked in the same colour shade);
- only undamaged goods in their original packaging that are in a resalable condition shall be exchanged or taken back.

For each cancellation, exchange or return, the customer shall pay 10% of the value of goods as a lump sum charge for handling and loss of earnings. The customer shall also pay any transport costs arising from exchange or return. The return transport of goods to us shall always be at the customer's risk.

12. Data processing and transmission

The customer consents to us processing its personal data, i.e. name, address, company register number, occupation, bank account details, credit rating information and information on order processing (description of goods, quantity, dimensions, prices, agreements made, delivery addresses, contacts, payments, complaints, outstanding receivables) for the purpose of processing and completing orders and sending quotations and advertising material, and transmitting such data to Saint-Gobain ISOVER-Austria GmbH and Saint-Gobain Weber Terranova GmbH for the purpose of sending quotations and advertising material. The customer may withdraw this consent at any time.

13. Separability clause

Should any provisions hereof be or become invalid or ineffective, the remaining provisions shall be unaffected thereby. Any ineffective or invalid provision shall be replaced by such provision as most closely approximates to the purpose and intent of the invalid or ineffective provision.

14. Place of jurisdiction, governing law

The court of competent jurisdiction for all disputes, direct or indirect, arising from the supply contract shall be the court with subject-matter jurisdiction at our company's principal place of business. Austrian law shall apply, without recourse to the UN Convention on Contracts for the International Sale of Goods of 11.04.1980.