

**1 Validity**

- 1.1 Unless otherwise agreed with us in writing, the following General Terms and Conditions of Sale (GTCS) shall apply to any (including future) contractual relationship between us and the contractual partner (customer). The validity of a contractual partner's own terms and conditions of purchase or other contractual terms and conditions is excluded. All concluded contracts and amendments thereto must be made in writing.
- 1.2 All relevant EN standards or their national equivalents or adaptations (DIN standards, ÖNOR standards, AFNOR and SIA standards) applicable to the contractual relationship shall apply in the latest valid and published version.

**2 Offer and conclusion of contract**

- 2.1 All offers are non-binding and subject to change. The submission of an offer does not oblige us to accept an order.
- 2.2 Binding contracts for the acceptance of an order require a legally binding signature by the contractual partner and hsb.
- 2.3 Orders for spare parts (in particular via our online ordering tool) require a legally binding signature by the contractual partner.

**3 Prices**

- 3.1 Our prices are subject to change and (unless explicitly stated otherwise in the offer) are always net and ex works excluding packaging and loading. Value added tax at the respective statutory rate, as well as any other taxes, customs duties and fees shall be borne by the contractual partner and - unless these are borne directly by the contractual partner - shall be invoiced additionally.
- 3.2 Our prices are based on current costs for materials, energy and wages. If there is a longer period between order placement and fulfilment and if prices change during this period, we are entitled to increase prices accordingly at the time of delivery.
- 3.3 Additional costs arising from the unsuitable condition of materials provided by the customer, building sites or on-site services shall be invoiced separately by us.

**4 Transport risk, delivery, acceptance**

- 4.1 All risks are transferred to the contractual partner as soon as the goods have been handed over to the carrier. Loading, transport and unloading shall always be at the risk of the contractual partner, even if carriage paid delivery has been agreed. Transport insurance is generally not covered by us, but is only arranged by us at the express written request of the customer and at the expense of the contractual partner.
- 4.2 Our delivery periods are generally non-binding unless exact delivery times and dates were agreed upon conclusion of the contract. If agreed delivery times and deadlines cannot be met for reasons attributable to the customer, we shall be entitled to withdraw from the contract without setting a deadline and to assert claims for damages.
- 4.3 If the contractual partner refuses to attend an acceptance appointment and sign an acceptance report within 14 days of our notification of completion, our delivery/service shall be deemed to have been accepted without defects. The absence of work to be carried out by the customer shall not prevent the acceptance of our work. In addition, all risk shall pass to the contractual partner from this point in time and the time limit for the reciprocal claims of the contractual partners shall commence (unless the time limit has been regulated otherwise). This also applies mutatis mutandis to all actual commissioning of our work.

**5 Terms of payment**

- 5.1 Unless explicitly agreed otherwise upon conclusion of the contract, all our invoices are due immediately and without deductions (rebates or discounts).
- 5.2 If payment terms are exceeded, we shall charge reminder fees in the amount of € 12.00 and default interest in the amount of the statutory provisions at the due date. Set-offs and retentions by the customer are generally excluded.

**6 Retention of title**

- 6.1 All goods delivered by us as well as each trade shall remain our property until the purchase price has been paid in full. The contractual partner shall comply with the formal requirements necessary to safeguard the retention of title and shall comply with all necessary registration, publicity and other formal requirements, whereby the contractual partner shall indemnify and hold hsb harmless for any disadvantages arising therefrom in the event of any failure to do so. If the retention of title should expire due to resale to third parties or installation in buildings, the contracting partner shall assign to hsb all claims against third parties arising from this resale or installation when placing the order.

**7 Copyrights, industrial property rights of third parties**

- 7.1 All documents (in particular plans, sketches, project and delivery documents (including patents, trade marks, samples, copyrights, design, know-how, technical and procedural information, ...) as well as offers) handed over to the customer or his representative are subject to our copyright. The customer shall only have a right of use corresponding to the contractual scope.
- 7.2 The contractual partner shall bear sole responsibility and liability for the observance of copyrights and other industrial property rights to all documents handed over to him by us.

**8 Defects, warranty**

- 8.1 Our deliveries and services must be inspected by the contractual partner immediately upon receipt (delivery, collection, acceptance) insofar as this is possible in the ordinary course of business - otherwise all claims shall be forfeited - and in the event of a defect must also be reported immediately in writing.
- 8.2 The contractual partner shall only be entitled to a warranty claim if all payment and other obligations have been fulfilled.
- 8.3 The statutory warranty provisions shall apply

**9 Compensation and liability**

- 9.1 We shall only be liable for damages of any kind, including damages arising from fulfilment or non-fulfilment of the contract, from tortious acts or omissions and due to defects, insofar as we have caused these damages through gross negligence or wilful intent. Any further claims, unless mandatory, are excluded.
- 9.2 Furthermore, our liability shall be limited to the benefit from a business liability insurance and, in any case, to the order value of the service on which the respective claims are based.
- 9.3 Liability for vicarious agents is excluded to the same extent.
- 9.4 The contractual partner shall be liable for any damage and unfavourable treatment of our works by third parties commissioned by him.

**10 Place of fulfilment, place of jurisdiction**

- 10.1 The place of fulfilment for our delivery and the contractual partner's payment is 13587 Berlin. The exclusive place of jurisdiction for all disputes between us and the contractual partner shall be Charlottenburg Local Court. Austrian substantive and formal law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**11 Severability clause**

Should individual provisions of these GTCS be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the (remaining) provisions. In such a case, the contracting parties undertake to replace the invalid provision with a permissible provision that comes as close as possible to the provision to be replaced. Any loopholes shall be filled by the contracting parties in the same way as reasonable entrepreneurs, taking into account the basic intentions of the contract concluded and these GTCS.