

General terms and conditions (GTC)

Mayr - Schulmöbel Gesellschaft m.b.H.

1. General

The following general terms and conditions (GTC) are the legal binding conditions of the company and replace all previous terms and conditions completely.

Mayr - Schulmöbel Gesellschaft m.b.H. (MSG)

FN 101563h
Mühldorf 2
4644 Scharnstein
Österreich

It is well noted, that electronical transmission (email), as well as transmission via fax are deemed to fulfill the written form, and will be accepted by MSG as requirement of a valid written form. All writs have to be submitted to the above-mentioned post address only.

Electronical writs have to be sent to office@mayrschulmoebel.at, incoming invoice and / or credit notes from suppliers have to be sent to rechnung@mayrschulmoebel.at only, and are deemed to be legally submitted. Postal correspondence to MSG must be sent exclusively to the above-mentioned mailing address/business address.

2. Scope of application

Contractual Basis. MSG shall enter into contracts and provide Services exclusively on the basis of written offers prepared by MSG and the then-current version of any descriptions of Services (e.g., individual documents or general folders) included in the offer, price lists, and these General Terms and Conditions.

The descriptions of services, price lists and General Terms and Conditions shall apply, insofar as these are not merely project-specific (e.g. individual documents), to all legal relationships between MSG and the Client and shall therefore automatically form the basis for all further contracts concluded between MSG and the respective Client in the most current version from the first conclusion of a contract, even if no further express reference is made to these price lists, product descriptions and General Terms and Conditions.

Amendments to the descriptions of services, price lists and MSG's General Terms and Conditions shall be communicated to the Client in writing and shall be deemed agreed if the Client does not object within two weeks. From the validity of the new agreement, the amendments to the General Terms and Conditions shall also apply to all other contracts that are still in force.

All forms of additional agreements, both before and during the contract period, must be in writing to be valid. This also applies to any deviation from the written form requirement.

The GTC pertain in full with duly submitted order, independently if the order has been done on our

own or any third party order form.

The current version of these Terms and Conditions can also be found on the MSG website at www.mayrschulmoebel.at.

Any legal elements provided by the Client, such as general terms and conditions or contractual clauses, shall only be effective, even if MSG is aware of them, if they are expressly accepted by MSG with an additional note (such as 'GTC accepted'). Otherwise, MSG expressly objects to the inclusion of legally formative elements, such as general terms and conditions or contractual clauses, of the Customer.

The mere acceptance by MSG of specifications regarding the Customer's service content therefore does not constitute acceptance of the Customer's legal texts, even if these specifications contain legally formative elements (such as 'Our general terms and conditions apply').

In case of any conflict between the Offer, any description of Services (Project-specific documents, general documents), any price lists and the MSG General Terms and Conditions, the documents shall apply in the order listed. The more specific terms of the Contract shall therefore automatically amend the more general terms of the Contract.

In the event of contradictions between MSG's contractual elements and the Customer's contractual elements, all of MSG's contractual elements shall take precedence.

Should individual provisions of the contract be invalid or unenforceable, the invalid provision shall be replaced by a valid provision that most closely approximates the economic intent and purpose of the invalid provision.

3. Offers

All offers made by MSG are subject to change and non-binding in all their components, if and to the extent that they have not been explicitly declared in writing to be binding in whole or in part for a defined period of time.

All information on our products and / or services included but not limited to, catalogues, brochures, circulars, illustrations, descriptions, price lists, information of any kind about weight, size, price, service etc. is only approximate in terms of its details and is non binding with regard to possible deviations and amendments to be deemed reasonable. The information will become legally binding only in reference to a signed agreement between the parties.

Any specifications provided by the Client regarding the content of the services shall only become part of the contract if they are integrated into the offer by MSG or otherwise expressly accepted by MSG, for example, by referring to these specifications.

If the Client places an order on the basis of an offer or even without being requested to do so, i.e. without a prior offer from MSG, e.g. in the case of additional orders in ongoing business relationships, the Client shall be bound by this for two weeks from its receipt by MSG.

The contract therefore only comes into effect when MSG accepts the order. Acceptance shall generally be made by order confirmation, unless MSG indicates that it accepts the order, e.g. by

becoming active on behalf of the Client.

If electronic means of communication or an electronic order management system, to which both parties have access, is used for the submission and acceptance of offers, declarations made on working days, i.e. Monday to Friday, excluding Austrian public holidays, between 8:00 a.m. and 4:00 p.m., shall be deemed to have been received on the same day; declarations made outside these hours shall be deemed to have been received at 8:00 a.m. on the next business day.

All prices are subject to alteration, and are net ex works. Any other terms have to be stated expressly in written form.

If a cost estimate is provided, it is non-binding. A cost estimate is deemed to have been provided if the estimate of the expected costs is designated as a cost estimate.

If, after a non-binding cost estimate has been provided, it becomes apparent that the actual costs will exceed the costs estimated in writing by more than 15%, MSG must notify the Client of the higher costs in writing. The cost overrun shall be deemed approved by the Client if the Client does not object in writing within one week of this notification and at the same time as the objection, provides a lower-cost alternative in writing. In the event of a cost overrun of up to 15%, no separate notification is required. This cost overrun shall be deemed approved by the Client from the outset.

In the event of billing in the form of a flat rate, this covers all services necessary to perform the agreed services. This does not include the costs of unforeseeable events, additional costs due to the client's non-contractual cooperation, or additional costs due to hidden defects in services provided.

In the case of billing based on actual costs, billing shall be based on the actual costs. Billing based on actual costs shall be deemed to exist if the expected costs are indicated as approximate, provisional or estimated.

All services provided by MSG that are not expressly covered by the agreed fee, in particular additional services agreed at a later date, shall be remunerated separately.

The Client shall make a partial payment in each case when the order is placed, when the overall project is completed and when agreed intermediate targets are reached.

In addition, MSG is entitled to invoice partial services. In any case, the individual items of the service description shall be deemed partial services.

In addition, MSG shall be entitled to demand advance payments in advance to cover its expenses in the full amount of the next partial services to be provided in the event of late payments in the past and in the event of apparent unwillingness on the part of the client to pay.

MSG is entitled to adjust prices in the event of unusual events, for example but not limited to, increased labour or material costs, currency fluctuations, changes in legislation, changes in import and export regulations, changes in conditions of any kind at suppliers and other subcontractors, but also in the event of exemplary events such as sanctions, war (conventional – cyber – trade - terrorism..), other military conflicts, natural disasters, strikes, etc. shall entitle MSG to adjust its prices to reflect these changed circumstances, even in the event that a fixed price has been agreed. The client expressly recognises MSG's right to increase prices in such cases.

Obvious errors, including those already contained in the respective offers, shall entitle MSG, at its sole discretion, either to terminate the contract or to correct the incorrect information (such as, for example, incorrect prices that have been agreed) and to subsequently fulfil the contract on the corrected terms. The Client shall be informed of such circumstances without undue delay.

If prices are denominated in a foreign currency, the offer will be based on a calculation exchange rate, the validity of which is stated in the offer. Any additional costs arising up to the date of the order fulfillment and / or the actual delivery as a result of exchange rate differences outside the validity of the calculation rate will be borne by the purchaser in full. The euro amounts apply exclusively; any amounts in foreign currencies are for information purposes only.

4. Order

Upon reconciliation and clarity of the order, MSG will send a full and complete order confirmation, including the (non-binding) delivery dates. Orders are legally binding upon submission of written order confirmation by MSG only.

The client is obliged to check the service description for compliance with his requirements. After the order has been placed, changes to the service description are only possible by mutual agreement and can in particular lead to changes in prices, deadlines and dates.

MSG will reserve the right to reject orders without giving reasons. This also applies if a non-obligatory offer by MSG has already been made.

If the delivery is performed in partial for a certain project, even if it is cleared in different periods, it will be deemed at any time as an aggregated order.

5. Scope of services, order processing, obligations to co-operate

The place of performance is generally the registered office of MSG.

The scope of the services to be provided is set out in the written order confirmation from MSG, which is based on all parts of the contract.

Information from other sources not included in the offer (e.g. presentation documents, websites or catalogues) are not part of the service description.

Unless otherwise provided in the written Statement of Work, MSG shall provide professional performance as of the date of the offer. Within the scope of the written Statement of Work, MSG shall have freedom of design in the performance of the Services if there are several professional options for performance.

To the extent that this is consistent with the objectives of the order, MSG shall be entitled to deviate from the service description and replace services with other equivalent services.

MSG shall be entitled to provide the services itself or to use the services of expert third parties (third-party services).

If the Services of MSG are based on specifically defined services, components or rights of third parties as agreed, then these services, components or rights constitute an agreed third-party service. In this case, MSG's contractual obligation consists exclusively of the professional commissioning, coordination and processing, but not the professional execution, of the agreed third-party services.

In the case of divisible services, MSG is entitled to make partial deliveries.

The Client must (unless otherwise expressly agreed) collect all services commissioned from or provided to MSG for processing in a timely manner. In the event that the collection does not take place in a timely manner, MSG is entitled to dispose of the services after three months at the Client's expense.

Unless expressly marked as binding, any dates or deadlines indicated by MSG are non-binding.

Contracts concluded for an indefinite period of time may be terminated at the end of a month, subject to a notice period of three months and provided that any minimum term has been observed.

Unforeseeable or unavoidable events – in particular default on the part of the Client in the fulfilment of its obligations as well as delays affecting MSG or its contractors that are unforeseeable and unavoidable for MSG – shall extend deadlines and/or postpone dates by the duration of the unforeseeable and unavoidable event plus the duration of the organisational measures necessary in such a case. MSG shall notify the Customer of this in writing.

The Customer shall provide MSG without undue delay, without request and in a form that can be processed, with all information in writing and all services that are necessary for MSG to provide its services. This includes, in particular, the provision of a contact person for the execution of the contract, the provision of documents, access, materials and facilities, the coordination of order details and the acceptance (release) of partial services and services.

If the necessity of the provision of information or services by the client only becomes known during the provision of the services by MSG, the client must submit these without delay.

The Client shall review the information and services provided by it for suitability, correctness and legality.

The Client shall be liable for any and all damages resulting from deficient, delayed or omitted cooperation by the Client, and in particular for any additional expenses incurred by MSG as a result. If MSG is unable to perform the Services as agreed due to deficient, delayed or omitted cooperation by the Customer, MSG shall also be entitled, without prejudice to any other rights, to interrupt the provision of the Services, to insert other Services for other customers and to continue the Services for the Customer only after completion of such Services, provided that the Customer has fulfilled its obligations to cooperate by that time, whereby all dates and deadlines shall be postponed.

If a third party takes action against MSG for infringement of rights in connection with information or services provided by the Customer, the Customer shall also indemnify and hold MSG harmless and support MSG in defending against any third-party claims.

6. Delivery, Shipping

Deliveries shall be made as part of MSG's delivery trips. It is noted that partial deliveries are permitted. MSG can only guarantee timely deliveries to the extent that its suppliers also meet the requested delivery deadlines and do not delay the agreed schedule or other unexpected events occur that cause a delay. Delivery dates are generally non-binding.

Delayed deliveries shall only entitle the Client to withdraw from the contract and/or claim damages if such a delay in delivery has been caused by MSG through gross negligence or intent.

When goods are shipped, the risk shall always pass to the Customer as soon as MSG has handed over the goods to the carrier. Goods are generally shipped uninsured unless the Customer has instructed MSG to insure the goods at the Customer's expense. If the goods are collected by the Customer, the risk of accidental loss or damage shall pass to the Customer at the time the goods are properly made available.

For the delivery of goods by MSG, the possible and permitted access of heavy trucks is assumed; this is to be ensured by the client. Furthermore, the client must ensure that the premises intended for any assembly work are completed by the customer at the time of delivery and/or the intended assembly work.

MSG will only make special deliveries if this is possible and will only do so by separately invoicing the additional costs incurred.

7. Default of acceptance

Should the Client refuse delivery or installation of goods without notice (at least 10 business days before the agreed delivery and installation date) and without cause, the Client shall bear the costs of travel to and from the site in any case. The Client shall bear the costs of redelivery separately.

If the delivery fails, for example but not exclusively, due to a lack of access, a lack of transport options within the premises, a lack of on-site completion of the premises, the client shall provide MSG with a lockable storage room free of charge so that the delivery can be stored securely.

It is expressly stated that upon completion of intermediate storage, the Service shall be deemed accepted by the Customer. If the Customer is unable to provide adequate storage space, intermediate storage shall be at the Customer's risk and expense and at MSG's discretion. All related costs shall be borne by the Customer.

8. Performance deviations

The client is aware that minor or other reasonable changes or deviations in performance may occur in the course of providing the service. The client acknowledges this fact and consents to it. This consent is confirmed when the order is placed.

Examples of performance deviations include, but are not limited to, minor deviations in the item itself, such as minor deviations in dimensions, colour, wood and/or veneer pattern, grain, structure, etc.

The presence of such minor or reasonable deviations in performance does not entitle the customer to refuse to accept the performance.

The client shall not be entitled to any compensation whatsoever as a result of minor or reasonable deviations in performance.

9. Warranty

In the case of a traditional contract for work, MSG is liable for the achievement of objectives.

In the case of the mere purchase of resources such as working hours, the client is responsible for achieving the objectives. MSG is only liable for the execution of the specifically commissioned detailed services in accordance with the contract.

If the client interferes with MSG's services in an unauthorised and non-agreed manner or makes undocumented changes or changes that are no longer easily traceable for MSG, the client is liable for the resulting additional costs incurred by MSG, e.g. for completion, verification, documentation, defect identification, defect assignment, defect rectification.

The right to warranty and the right to recourse under warranty are limited to twelve months from delivery.

Deviations from technical ÖNORMEN (Austrian Standards) or the state of the art do not entitle the client to make a claim if the work has sufficient functionality.

The Client shall be entitled to claim rectification or replacement, or, in the case of minor defects, a price reduction, or, in the case of major defects, cancellation of the contract at MSG's discretion. The rectification of a defect shall neither extend the warranty period nor cause it to start anew for the part of the service affected by the rectification.

The Customer shall accept ('release') the Services provided or to be accepted in writing within three (3) days at the latest after MSG's request for an interim acceptance, after delivery and after the start of live operation, or shall give written notice of any defects or damage (obligation to give notice of defects).

In the case of an interim acceptance, MSG may only continue with further work after the interim acceptance / 'release' has been carried out. If the Client does not accept the work or services in due time or does not give notice of defects in due time, the work or services shall automatically be deemed accepted by the Client.

The Client shall also give notice of hidden defects or damage that only become apparent after three days but within the open guarantee, warranty or compensation periods within three days of their becoming apparent.

The obligation to give notice of defects applies to all defects or damage which the Client should have recognised with the diligence of a prudent entrepreneur during a corresponding inspection. At the time of handover, the inspection must be initial but thorough.

The Client's notice of defect must describe the defect or damage in a detailed and comprehensible manner. The Customer shall enable MSG to take all measures necessary to investigate and rectify the defects or damage. If the Customer fails to give notice of defects in due time, the Customer shall not be entitled to assert any claims under guarantee, warranty or compensation claims, or claims based on other liability provisions, in particular recourse claims, of the Customer.

The presence of obvious defects does not entitle the purchaser to deny the take over of the delivery. The delivery has to be taken over, and any potential defect shall be dealt with by basic complaint procedures.

The warranty expires if the delivery item has been subject to modification, repair or any other interference without the prior written consent by MSG.

The purchaser is not entitled to fully or partially retain the purchase price in the event of any defects either.

To the extent that parts of the Services provided by the Contractor that were provided/produced by third parties at the Client's special request and not by MSG itself are covered by a guarantee provided by a third party, such guarantee shall be asserted directly against the third party (e.g. manufacturer's guarantee). This also applies in the event that these services are combined with the services of MSG.

10. Complaint

After proper notification of any defects by the Client in accordance with point 9 of these GTC (obligation to give notice of defects) within a period of no longer than three days, the submitted complaint will be processed by MSG in a timely manner.

Replacement and return shipments are only possible on prior written acceptance by the general management of MSG. Extra costs, charges, and daily expenses will be charged at full to the purchaser.

Reimbursement of costs is limited within the cost of goods and / or services, exceeding costs are not accepted at all.

Custom-made products and special orders are excluded from exchange or return in any case. The other warranty claims according to point 9 of these terms and conditions remain unaffected.

In case of an unravelling of the contract the purchaser has to pay a processing fee of 10 % of the order total. Furthermore all expenses that incurred are invoiced to the purchaser. If services have already been used by the purchaser, these cannot be unravelled any more.

The right to contest the contract on the grounds of error or *laesio enormis* (lesion beyond moiety) is excluded.

11. Damage compensation and other claims

Claims for damages and claims based on other liability provisions, in particular recourse claims (such as, for example, under Section 933b of the Austrian Civil Code (ABGB)), on the part of the Client are excluded, unless these are based on gross negligence or intent on the part of MSG. Claims based on personal injury and on other non-disposable liability provisions are excluded from this exclusion of liability.

Such claims shall become time-barred six months after knowledge of the damage and the damaging party; in any case, however, three years after the act of infringement.

In any case, the client has a reasonable duty to minimize damages.

Potential claims under the law of PHG (liability for a defective product) are restricted to the obliged norms. The right of recourse under § 12 PHG is expressly excluded.

It is expressly agreed that this agreement does not provide any protection for third parties.

Liability for agreed third-party services. The third parties providing the agreed third-party services are not vicarious agents of MSG, are not acting in pursuit of the interests of MSG and are therefore not included in MSG's area of risk.

Thus, for the agreed Third-Party Services themselves, but not for the professional commissioning, coordination and processing of the same, any fault-based liability of MSG is additionally reduced to fault in selecting the agent and any strict liability of MSG is excluded.

If the Third-Party Services are used at the instruction of the Client, i.e. selected by the Client, then any liability of MSG is excluded.

To the extent that MSG provides services or parts of services free of charge, any liability for such parts of services is excluded.

The right to a warranty is completely excluded for used goods.

A reversal of the burden of proof to the detriment of MSG is excluded. In particular, the existence of a defect at the time of delivery, the time of discovery of the defect, the timeliness of the notification of defects and the existence and degree of fault are to be proven by the Customer.

In the event of a breach of contract, the Customer shall only be entitled to claim damages if it has granted MSG a reasonable extension of time, which shall not be less than fourteen days. This shall also apply to the termination of the contract for good cause.

The Customer shall declare its withdrawal from the contract in writing by registered letter.

12. Title retention

Until full payment has been made by the Customer, MSG shall retain title to the goods delivered by MSG, including all related interest and costs. In the event of default, MSG shall be entitled to assert rights arising from the reservation of title. In this case, the Customer shall consent to MSG collecting the goods. The assertion of the reservation of title by MSG shall not constitute a withdrawal from the contract, unless MSG expressly declares its withdrawal from the contract. At the request of MSG, the reservation of title shall be made visible on the goods.

In the event of the resale of the goods by the Client, the Client shall assign its claim against the buyer to MSG as security. The Client shall notify the third party of this assignment and instruct it accordingly, subject to liability for damages. MSG shall also be entitled to notify the buyer of this assignment itself. The assignment shall be recorded in the business records and shall be clearly indicated on delivery notes, invoices, etc. If the Customer is in default of payment to MSG, the sales proceeds received by the Customer with respect to the goods subject to retention of title shall be separated. Furthermore, in the event of third-party access to the reserved goods, the Client is obliged to explicitly point out the reservation of title in favour of MSG and to inform MSG of this immediately. The Client bears the full risk for the reserved goods, in particular the risk of deterioration and/or loss.

In the event of processing in the sense of combining or mixing with other goods that are not the property of MSG, the provisions of § 415 ABGB shall apply.

13. Invoice

MSG is entitled to submit all invoices via electronic means, to the latest contact address of the purchaser. The purchaser is obliged to give immediately written notice of any changes in connection to the contact address.

It is the sole responsibility of the client to take appropriate technical and organisational measures to ensure that invoices are transmitted correctly by electronic means and to ensure an adequate level of protection for their internal processing.

When a message is sent to the client, it is considered to have been transmitted. Any automated out-of-office messages are irrelevant.

14. Payment, Withdrawal from the contract

All prices are ex works from the MSG place of business in euros plus VAT at the statutory rate.

Payments in full discharge of debt must be made by bank transfer to the account specified by MSG.

Unless otherwise expressly agreed, payments shall be made without any deduction and free of charges within 14 days of receipt of the invoice.

Billing will take place, if possible, immediately after delivery. Any cash discount has to be agreed in written form. If only one partial payment has not been done on time, the right for cash discount is lost in total. This applies to all payments already made and/or to be made. All payments are deemed to have been made only upon receipt in MSG's business account.

Prohibition of set-off and retention. The Client shall not be entitled to set off its own claims against claims of MSG, even in the case of related claims, unless the Client's claim has been recognised by MSG in writing or has been established by a court of law. Any right of retention in favour of the Client is excluded.

If MSG and the client conclude an instalment payment agreement, it is agreed that all outstanding amounts shall become due immediately if even a single instalment is not paid on time.

In the event of late payment, default interest of at least 6 percentage points above the respective base interest rate of the Austrian National Bank shall be deemed agreed; the statutory default interest rate for business transactions as of 01.01.2025 is 11.73 % (2.53 + 9.2 percentage points). The client shall bear all costs and expenses associated with the collection of the claim, such as, in particular, collection charges or other costs necessary for appropriate legal action.

After an unsuccessful reminder to the Client, setting a grace period of at least seven days, MSG shall be entitled to immediately bill and demand payment for all services and partial services, including those already provided under other contracts concluded with the Client, and to temporarily suspend the provision of unpaid services until all outstanding fees have been paid in full.

After a further unsuccessful reminder sent directly to the Client's management and setting a further grace period of at least seven days, MSG shall be entitled to withdraw from all contracts and demand compensation for lost profits. MSG shall also be entitled to cease providing services that have already been paid for.

Regardless of these options, MSG is of course also entitled to file a lawsuit immediately after the due date.

Likewise, MSG is entitled to withdraw from the contract if errors in the calculation of the offer and/or significant errors regarding the content of the contract were caused by the client. Notwithstanding the above, MSG shall also be entitled to fulfil the contract at the amended or actual conditions, in which case the Client shall not be entitled to any claims whatsoever. The Client shall fully indemnify MSG for all errors caused by the Client.

15. Data protection

The enclosed data protection declaration of Mayr Schulmöbel GmbH forms an integral part of these terms and conditions and has been expressly noted and approved by the client.

The processing of personal data of the client or its affected employees is carried out by Mayr

Schulmöbel GmbH, Mühl Dorf 2, 4644 Scharnstein, Austria for the purpose of fulfilling the contract in accordance with the relevant legal provisions, in particular Art. 6 ff DSGVO.

The data protection information on the contractual data protection declaration can be accessed at any time at <https://www.mayrschulmoebel.at/datenschutz> for further information.

16. Copyright, confidentiality, non-solicitation

The purchaser acknowledges that the documents, plans, sketches, cost estimates, samples, catalogues, brochures, illustrations, photographs, etc. provided and/or made available, and any form of data, information and/or other items and the like are protected by copyright and are the sole property of MSG.

All rights, in particular the rights of editing, processing, distribution, reproduction, translation, reprinting and reproduction by photomechanical or similar means, by photocopying, microfilm or other electronic methods, as well as storage in data processing systems, are reserved exclusively by MSG, even if only parts of the material are used.

Furthermore, any use not in accordance with the intended purpose is not permitted and is expressly prohibited (by way of example, but not limited to advertising purposes, rights of use, exploitation rights, etc.).

The parties are obliged to promote the reputation of the other party and, in particular, not to criticize the other party to third parties. This obligation shall continue to apply even after the contract has ended.

Trade secrets:

A trade secret is information that

- is secret because it is not generally known, either in its entirety or in the precise arrangement and composition of its components, to people in the circles that normally deal with this type of information, nor is it readily accessible,
- is of commercial value because it is secret, and
- is subject to appropriate confidentiality measures under the circumstances by the person who exercises the rightful power of disposal over this information.

In particular, the business ideas and business strategies pursued by MSG and their implementation, the details of the contracts concluded between the contractual parties and their contractual objects, as well as security-related data, shall be deemed to be trade secrets.

The purchaser is obliged to ensure the confidentiality of the business secrets by means of technical and organizational measures and to prevent these business secrets from being acquired, used or disclosed without authorization.

Use by the client is only permitted to the extent agreed.

In the event of a breach of these obligations, the purchaser shall pay a contractual penalty of EUR 50,000.00.

Non-solicitation clause:

The client undertakes not to solicit any employees or suppliers of MSG. This obligation shall remain in force for three years after any termination of the contract. In the event of a breach of this obligation, the purchaser shall pay a contractual penalty in the amount of the gross annual salary of the solicited employee or the gross annual turnover of the solicited supplier.

17. Miscellaneous

All legal relationships and matters between the purchaser/client and MSG shall be governed exclusively by Austrian law, excluding the international conflict of laws rules. The provisions of the UN Sales Convention shall not apply.

Insofar as contractual ÖNORMEN (Austrian Standards) have not been expressly agreed, they shall not apply.

The place of jurisdiction for all disputes between MSG and the purchaser shall be the competent Austrian court for Scharnstein. However, MSG shall also be entitled to take legal action at the general place of jurisdiction of MSG and the Client.

The only legal binding language for these GTC is German. The English version is for information only. If any discrepancy between the German and the English version, the occurs, the German version expressly prevails.