

GTC (General Terms and Conditions) Terms of Delivery and Payment	Holzmann Feines vom Land GmbH 4690 Schwanenstadt Falkenau 11	
Rev. 01	26.01.2026	Seite 1 von 3

1. General Provisions

1a All deliveries, services and payments are effected exclusively on the basis of these Terms of Delivery and Payment, to the exclusion of any differing terms and conditions (including any assignment prohibitions contained therein), unless deviating agreements have been made in individual cases with Holzmann Feines vom Land GmbH.

1b All agreements concluded by Holzmann Feines vom Land GmbH are governed exclusively by Austrian law and by the customary commercial practices at the place of performance.

1c For all legal disputes, the contracting parties submit to the jurisdiction of the court in Schwanenstadt. The registered office of Holzmann Feines vom Land GmbH shall be agreed as the place of performance, even if delivery/hand-over takes place at another location.

1d The contractual partner of Holzmann Feines vom Land GmbH may not assign to third parties any rights arising from an agreement with Holzmann Feines vom Land GmbH, in particular warranty claims, claims for damages and other payment claims, without the express written consent of Holzmann Feines vom Land GmbH.

1e Any supplements or amendments to these Terms of Delivery and Payment, as well as any ancillary agreements, shall be valid only if expressly confirmed in writing by Holzmann Feines vom Land GmbH.

1f The agreement concluded between the contracting parties shall remain valid even if individual provisions are legally invalid, insofar as this corresponds to the evident intention of both contracting parties.

2. Prices and Terms of Payment

2a Prices invoiced by Holzmann Feines vom Land GmbH shall, unless otherwise agreed, be exclusive of VAT (net prices).

2b In the absence of special agreements, payment shall be made in cash without any deduction, free of charges, immediately upon receipt of the invoice, to Holzmann Feines vom Land GmbH, net within 14 days.

2c From the due date, Holzmann Feines vom Land GmbH is entitled to charge default interest at the rate of 10% per annum above the respectively customary bill discount rates, as well as reminder/collection costs. The right to claim damages remains reserved.

2d The customer is prohibited from withholding payments or setting off counterclaims.

2e Holzmann Feines vom Land GmbH is entitled to set off any claims it has against the customer against any claims the customer may have against Holzmann Feines vom Land GmbH, irrespective of the legal basis.

GTC (General Terms and Conditions) Terms of Delivery and Payment	Holzmann Feines vom Land GmbH 4690 Schwandenstadt Falkenau 11	
Rev. 01	26.01.2026	Seite 2 von 3

3. Security Rights / Retention of Title

Until full performance of all obligations of the customer towards Holzmann Feines vom Land GmbH, irrespective of the legal basis, the following securities shall be granted to Holzmann Feines vom Land GmbH, unless expressly agreed otherwise in writing:

3a The delivered goods shall remain the property of Holzmann Feines vom Land GmbH until all of the customer's above-mentioned obligations have been fulfilled in full.

3b The customer may not pledge the delivered goods, transfer title by way of security, hand them over to third parties or otherwise dispose of them, as long as the customer has not fully met its obligations towards Holzmann Feines vom Land GmbH. In the event of seizure, attachment or other dispositions by third parties, the customer is obliged to assert the ownership right of Holzmann Feines vom Land GmbH and to notify Holzmann Feines vom Land GmbH immediately. Any intervention costs incurred to the detriment of Holzmann Feines vom Land GmbH shall be borne by the customer.

3c In the event of any breach of contract by the customer, in particular default in payment or suspension of payment, Holzmann Feines vom Land GmbH shall, in addition to its statutory rights, be entitled to repossess the delivered goods at any time or to prohibit their use. Repossession shall not be deemed a withdrawal from the contract. Furthermore, all obligations of the customer towards Holzmann Feines vom Land GmbH shall become immediately due and payable. In the event of repossession, all costs shall be borne by the customer.

4. Passing of Risk

4a The delivered goods are deemed sold ex works. The risk shall pass to the customer as soon as the goods arrive at the customer's premises, except for cases where the customer collects the goods itself.

5. Warranty and Damages

5a If Holzmann Feines vom Land GmbH is obliged to provide warranty, it may, at its discretion, replace defective parts or grant a price reduction.

5b The customer shall inspect the goods delivered by Holzmann Feines vom Land GmbH immediately upon acceptance. Defects and complaints must be notified immediately and exclusively in writing with proof of delivery; otherwise the customer shall lose any warranty or damages claims. The warranty obligation of Holzmann Feines vom Land GmbH covers only defects that occurred despite proper storage and proper use. In particular, it does not apply to defects attributable to insufficient refrigeration.

GTC (General Terms and Conditions) Terms of Delivery and Payment	Holzmann Feines vom Land GmbH 4690 Schwanenstadt Falkenau 11	
Rev. 01	26.01.2026	Seite 3 von 3

5c All further contractual or statutory claims, in particular claims for damages by the customer or third parties, including consequential damages, against Holzmann Feines vom Land GmbH are excluded unless Holzmann Feines vom Land GmbH is demonstrably at fault due to intent (wilful misconduct). Such claims for damages against Holzmann Feines vom Land GmbH may be asserted in court only within six months from the occurrence of the damaging event. In any case, Holzmann Feines vom Land GmbH's liability for damages shall expire two years after the time of passing of risk. Any further claims of the customer against Holzmann Feines vom Land GmbH are excluded.

6. Severability Clause

If individual provisions of these Terms and Conditions are or become invalid or void, this shall not affect the validity of the remaining provisions.