

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Quotation and Order Confirmation

Our offers are subject to change. All agreements, including those made by our representatives, become binding on us only upon our written or electronic (email or fax) order confirmation. The order is binding on the buyer. The purchase contract becomes legally effective upon receipt of our order confirmation. **If the order is placed in accordance with the framework agreement or, in individual cases, on a per-order basis without a waiting week, no cancellations or changes are possible once the order confirmation has been sent!** In contrast, orders with a required waiting week may still be canceled or modified within one week of the issuance of the DANA order confirmation without incurring additional costs. For orders placed with DANA by business owners that these business owners themselves have concluded with end consumers (consumers) outside their own business premises, the business owners must provide the end consumers with a copy of the order document (e.g., a copy of the order form) within one week of the order acceptance confirmation, along with a written notice that DANA will receive the production order "without a waiting week." in the event of a cancellation or order change, the business owner or the involved wholesale business owner shall be liable to DANA for damages resulting from the cancellation or order change in the same manner as for cancellations or changes to orders "with a waiting week," if they occur after the expiration of the waiting week, which begins on the date the order confirmation is issued.

2. Prices

All prices listed are **in euros, excluding VAT**, and are ex-works or ex-warehouse. Any discounts or other rebates granted apply only to the specific order for which they were agreed upon.

3. Delivery

Delivery times are not guaranteed; partial deliveries are permitted. In the event of force majeure or other circumstances beyond our control that hinder delivery or render it partially or completely impossible, we are entitled to withdraw from the contract. This does not entitle the buyer to any claims for subsequent deliveries, replacement deliveries, or other compensation.

4. Shipping, Acceptance, and Transfer of Risk

The goods will be shipped according to the agreed delivery method. **Risk passes to the buyer as soon as we have handed over the goods to the shipping agent, the carrier, or any other person or entity designated to carry out the shipment, regardless of when title transfers.** The recipient of the goods is required to inspect the goods upon receipt and check them for damage incurred during transport. Acceptance with reservations will not be accepted.

5. Packaging

All packaging supplied - including both shipping and product packaging - is fully exempt from recycling obligations in accordance with legal requirements through an approved packaging collection and recycling system.

6. Payment

Payment must be made in cash without any deductions, unless other payment terms have been agreed upon. For custom-made products, we reserve the right to require a reasonable down payment. If the buyer cancels the order, we reserve the right to claim reasonable damages. In the event of a delay in payment by the buyer, we are entitled to charge late payment interest at a rate of 1.5% per month, to exercise our right of retention of title (see Section 7), and to remove the goods at the expense of the defaulting buyer. If events occur on the buyer's part that cast doubt on their creditworthiness, or if such circumstances existing prior to the conclusion of the contract only become known subsequently, we may withdraw from the contract or demand immediate payment in cash. Evidence of such events shall be deemed to have been provided by information from a reputable credit agency or bank, without the buyer being required to present such information. If such circumstances exist with respect to a party to a bill of exchange, we may demand immediate cash payment upon return of the bill of exchange.

7. Retention of Title

The delivered goods remain our property until the buyer has paid all claims arising from the business relationship - in particular any outstanding balance on the current account - and must be stored separately from the recipient's other goods and adequately insured against fire and theft. Pledging or transfer of ownership by way of security to third parties is prohibited. The buyer must immediately notify us of any seizure or access by third parties to the goods delivered under retention of title by registered letter, or by telegram in urgent cases. If the goods are processed or transformed by the buyer, our retention of title shall also extend to the new item.

8. Complaints About Deliveries

In the event of manufacturing defects, if it can be proven that defective goods were delivered, the seller may, at its discretion, either exchange the defective items for non-defective ones free of charge upon their return, carriage paid, to the place of performance, or grant a price reduction corresponding to the loss in value. All further claims by the buyer, such as for reimbursement of labor, materials, loss of profit, etc., are excluded. Mere notices of defects do not release the buyer from the obligation to pay. Any warranty shall lapse if the buyer fails to comply with the handling guidelines prescribed by us. Withholding the purchase price or offsetting it against counterclaims is excluded. The provision on special recourse pursuant to §933b ABGB, introduced by the GewRÄG (BGBl I 2001/48), is expressly excluded.

9. Place of performance and venue

The place of performance is our company headquarters at Gleinkerau 70, 4582 Spital am Pyhrn. The place of jurisdiction is the court with local and subject-matter jurisdiction over 4582 Spital am Pyhrn. This contract is governed by Austrian law.

10. Assignment

The seller may assign all of its rights under the purchase agreement, in whole or in part, to third parties, or have its obligations fulfilled by third parties.

11. Obligations under Our Terms and Conditions of Sale and Delivery

Any deviation from these Terms and Conditions of Sale and Delivery shall only be legally binding if agreed to in writing by us and the customer in a document signed by both parties. Any notes made by the customer on our order forms that limit or waive the validity of our Terms and Conditions of Sale and Delivery shall be disregarded.