

GENERAL TERMS AND CONDITIONS OF THE HEINTEL GROUP

These General Terms and Conditions, in the version valid at the time of ordering, will apply to all sales and deliveries from the Heintel Group.

1. Conclusion of contract

The prices and product information contained in catalogues, price lists or online are subject to change at any time without notice.

Orders placed by the customer are considered an offer to enter into a contract. The contract for goods or services offered is concluded without declaration to the customer who has made the contractual offer through de facto acceptance by the Heintel Group. A declaration of acceptance by the customer is not required.

→ Orders placed through the Heintel Group's websites (www.heintel.at, www.heicom.at, www.cherrymed.at, www.mamasafe.at, shop.heintel.at, www.hso-solutions.at, www.heident.at) will be deemed to have been submitted at the time the electronic order message is received.

2. Prices

For orders placed online, the prices stated on the respective Heintel Group website will apply. Unless otherwise stated, all prices are understood to be gross prices "ex works", including the legally applicable value added tax but excluding shipping charges and minimum quantity surcharge. In the event that export or import duties apply during shipment, these will be paid by the buyer.

3. Delivery

Unless otherwise agreed, the buyer consents to taking delivery in instalments. Deliveries will be made "ex works" (in accordance with the applicable Incoterms) by cash on delivery or as agreed. Stated delivery times are non-binding unless a delivery date has been expressly agreed as binding.

4. Payment

Unless otherwise agreed, invoices issued by the Heintel Group will be due for payment immediately upon receipt without deduction. Payments are to be made to the account indicated on the payment slip. Payments will be deemed to have been made once they have been received in our account. Payment by cash on delivery is only possible if the customer is of legal age and the delivery address is within the Republic of Austria and identical to the billing address. Cash on delivery charges are included in the invoice amount and are to be paid by the customer.

Payment on receipt of invoice is only possible for registered customers with a customer number, whereby the customer accepts the payment conditions stated on the invoice. When a customer number is issued to a buyer, the Heintel Group will verify and evaluate the customer's personal details and, if there is good cause, share them with other Heintel Group companies or the credit protection association. The result of this verification only affects the payment terms, not the delivery itself. The terms of payment stated on the invoice apply (with/without discount).

In the event of default in payment, the Heintel Group is entitled to charge consumers default interest in the amount of 5 percentage points above the respective annual base interest rate. This shall not affect the Heintel Group's right to claim damages for default.

5. Retention of title

The delivered goods remain the property of the Heintel Group until payment has been made in full.

6. Guarantee and liability

The Heintel Group guarantees that the delivered goods are not defective when shipped. Defective goods must be returned by the customer. The customer must observe the manufacturer's specifications regarding the limitations and instructions for use of the goods. The Heintel Group is not liable for damages caused intentionally or through gross negligence, including but not limited to compensation for consequential damages, other indirect damages and losses or lost profits from faulty, failed or delayed delivery.

The above provision does not limit liability for personal injury nor does it limit any mandatory liability under the Austrian Product Liability Act.

7. Right to withdraw from the contract

7.a. General

It is not possible to withdraw from the contract if the expiry period has elapsed, a seal has been broken, sterile packaging has been opened or, in the case of disposable products, the product has been put to use.

The Heintel Group is entitled to withdraw from the contract if the information on the Heintel Group's websites regarding a product, price or availability was incorrect, or if the manufacturer of the products offered by the Heintel Group does not supply the Heintel Group with the ordered goods despite a contractual obligation to do so.

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7.b. Consumers

Customers who are consumers as defined by the Austrian Consumer Protection Act may withdraw from a submitted contractual declaration or from the concluded contract within a period of seven working days, whereby Saturday does not count as a working day, from the day the goods ordered online are received. For compliance with the withdrawal period, it is sufficient for the goods to be returned before end of the withdrawal period in an orderly, undamaged and unused condition, with sufficient postage prepaid. The customer bears the transport risk for the return shipment.

In the event of a withdrawal from the contract, a full refund of the purchase price will only be made against reciprocal and simultaneous return of the goods received from the buyer. If the goods and the packaging are in perfect resale condition, a handling fee of 10% of the invoice amount will be deducted.

8. Setoff

The customer has no right to offset any amounts owed against any other amount owed unless the claim is undisputed, has been legally established or is based on the same contractual relationship. The customer is not entitled to exercise a right of retention.

9. Other

The buyer is expressly prohibited from transferring claims against us to third parties. If one or more provisions of these General Terms and Conditions become ineffective and/or void, this shall not affect the validity of the other provisions. In this case, the contracting parties shall endeavour to find effective provisions which as closely as possible serve the economic purpose of the invalid provisions.

All agreements between the Heintel Group and the customer must be made in writing. Agreements made orally or by phone are not valid. Any amendments and supplements to these General Terms and Conditions are therefore only valid if agreed upon in writing. The requirement for the written form can also be satisfied through facsimile transmission.

10. Applicable law and place of jurisdiction

The competent court of the First District of Vienna is agreed as the place of jurisdiction. Consumers are additionally subject to the relevant mandatory provisions, including but not limited to those under the Austrian Consumer Protection Act. All legal relationships between the Heintel Group and its customers are governed exclusively by Austrian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.