General Terms and Conditions of Business and Delivery of Sh-Wohngesundheit GmbH

§ 1 General Provisions

1. These General Terms and Conditions of Business and Delivery apply to all current and future business transactions, particularly the supply of goods between Sh-Wohngesundheit GmbH (hereinafter referred to as "Sh-Wohngesundheit") and its customers, even if these Terms and Conditions are not explicitly mentioned in future contracts. They also apply if the customer refers to their own terms and conditions, unless expressly agreed otherwise. Deviations and supplements must be in **writing** in order to be effective.

2. "Consumers" as defined in these Terms and Conditions refer to natural persons entering into a business relationship without being attributed to a commercial or self-employed activity. "Entrepreneurs" refer to natural or legal persons or legal partnerships entering into a business relationship while conducting a commercial or self-employed activity. "Customers" as per these Terms refer to both consumers and entrepreneurs.

§ 2 Offers

1. Offers from Sh-Wohngesundheit are always non-binding unless explicitly stated otherwise at the time of the offer. Information regarding prices and delivery capabilities is also non-binding unless otherwise indicated.

2. Orders must be placed in writing by the customer, typically by fax or email. Orders become binding for the customer upon receipt by Sh-Wohngesundheit. For Sh-Wohngesundheit, the order becomes binding upon written order confirmation or delivery of the goods. Complaints regarding order confirmations are to be submitted in writing within one week of receipt.

3. The conclusion of any contract is under the condition that accurate and timely self-delivery by Sh-Wohngesundheit's suppliers occurs. This applies only if non-delivery is beyond Sh-Wohngesundheit's control, particularly in cases of concluding a congruent covering transaction with the supplier.

4. Sh-Wohngesundheit reserves the right to refuse any orders.

§ 3 Delivery Deadlines

1. The delivery period begins upon receipt of the order at Sh-Wohngesundheit but not before the receipt of any agreed prepayment or the provision of required documentation, approvals, or clearances by the customer.

2. The delivery period is met if the notification of shipping readiness is sent or the delivery item has left Sh-Wohngesundheit's premises before the period expires.

3. Should unforeseen circumstances arise beyond Sh-Wohngesundheit's control (e.g., operational disruptions, delays in the supply of essential materials) that significantly affect the delivery, the delivery period is extended accordingly. This also applies if such

circumstances occur for suppliers. Customers will be notified promptly of major impacts.

4. Partial deliveries are permissible within the specified delivery period provided they do not disadvantage the customer.

§ 4 Scope of Delivery

1. The scope of delivery is defined by the written order confirmation from Sh-Wohngesundheit.
2. Sh-Wohngesundheit reserves the right to make design or form modifications during the delivery period to improve the technology or meet legal requirements, provided such modifications do not significantly change the delivery item and are reasonable for the customer.

§ 5 Packaging, Shipping, and Acceptance

Packaging becomes the property of the customer and is charged by Sh-Wohngesundheit. Shipping and packaging costs are invoiced separately. The choice of shipping method is made at Sh-Wohngesundheit's discretion. The customer is obligated to accept the delivery item.

§ 6 Transfer of Risk

1. If the customer is an entrepreneur, the risk of accidental loss or accidental deterioration of the goods passes to the customer upon handover, or in the case of shipment, upon delivery to the carrier, freight forwarder, or other person or institution designated to execute the shipment.
2. If the customer is a consumer, the risk of accidental loss or accidental deterioration of the goods, even in the case of shipment, does not pass to the customer until the goods are handed over to them.
3. Handover is deemed to have occurred if the customer is in default of acceptance.
4. The goods must be inspected immediately upon receipt for completeness and apparent defects.
5. If the customer intentionally or negligently delays the acceptance of the goods for more than fourteen days after being notified of their readiness, Sh-Wohngesundheit is entitled, after establishing an additional grace period of another fourteen days, to withdraw from the contract or claim damages for non-performance. A grace period is not required if the customer seriously or definitively refuses acceptance or is clearly unable to pay the purchase price within this period.
6. If the customer declares that they will not accept the delivery item, the risk of accidental loss or accidental deterioration of the delivery item passes to the customer at the time of refusal of acceptance.
7. If delivery "free to the door" is agreed upon, the transfer of risk is not affected.

§ 7 Price Changes

Price changes are permissible if more than two months lie between the conclusion of the contract and the agreed delivery date. If wages, material costs, or market purchase prices increase before the delivery is completed, Sh-Wohngesundheit is entitled to adjust the price reasonably in accordance with the cost increases. If the customer is a full merchant, a legal entity registered in the commercial register, or a public-law special fund, price changes according to the aforementioned regulation are permissible if more than six weeks lie between the conclusion of the contract and the agreed delivery date.

§ 8 Warranty

1. The statutory rights for defect liability apply. If the customer is an entrepreneur, Sh-Wohngesundheit will provide warranty for defects at its discretion either through repair or replacement.

2. If the customer is a consumer, they initially have the choice of whether supplementary performance will be carried out through repair or replacement. However, Sh-Wohngesundheit is entitled to refuse the chosen method of supplementary performance if it would only be possible with disproportionate costs and the other method of supplementary performance entails no significant disadvantages for the consumer.

3. If supplementary performance fails, the customer may, at their choice, generally demand either a reduction of the purchase price (reduction) or withdraw from the contract (rescission). However, in the case of merely minor contractual breaches, particularly minor defects, the customer does not have the right to withdraw.

4. Entrepreneurs must notify Sh-Wohngesundheit in writing of obvious defects within a period of two weeks from the receipt of the goods; otherwise, the assertion of warranty rights is excluded. The timely dispatch of the notification is sufficient to meet the deadline. The entrepreneur bears the full burden of proof for all claim requirements, particularly for the defect itself, the time of discovery of the defect, and the timeliness of the notification of defects. Consumers must notify Sh-Wohngesundheit in writing within two weeks (provided proper storage of the goods) after discovering the nonconforming condition of the goods regarding obvious defects. The critical aspect for meeting the deadline is the receipt of the notification at Sh-Wohngesundheit. If the consumer fails to provide this notification, warranty rights expire two months after the defect is discovered. This does not apply in cases of fraudulent intent by the seller. The consumer bears the burden of proof for the time of discovery of the defect. If the consumer was misled by incorrect manufacturer statements into purchasing the goods, they bear the burden of proof for their purchase decision. For used goods, the consumer bears the burden of proof for the defectiveness of the goods.

5. If the customer chooses to withdraw from the contract due to a legal or material defect after failed supplementary performance, they are not entitled to claim damages for the defect in addition. If the customer chooses damages after failed supplementary performance, the goods remain with the customer, if reasonable. The damages are limited to the difference between the purchase price and the value of the defective item. This does not apply if Sh-Wohngesundheit has caused the contractual breach fraudulently.

6. The warranty period is one year from the delivery of the goods. This does not apply if the customer did not notify Sh-Wohngesundheit of the defect in a timely manner (see subsection 4 of this section).

7. If the buyer is an entrepreneur, the agreed-upon quality of the goods is generally only the manufacturer's product description. Public statements, promotions, or advertising by the manufacturer do not constitute a contractually agreed quality of the goods.

8. The customer does not receive guarantees in the legal sense from Sh-Wohngesundheit. Manufacturer warranties remain unaffected by this.

§ 9 Industrial Property Rights

1. The manufacturers guarantee that the contract products and promotional materials delivered by them, as well as their distribution, do not infringe any patents or other industrial property rights of third parties. Sh-Wohngesundheit and its customers are indemnified from all claims of third parties arising from the use of such property rights.

2. The customer must immediately inform Sh-Wohngesundheit of any claims made against them for this reason. If the delivered products are manufactured based on designs or instructions from the customer, the customer shall indemnify Sh-Wohngesundheit against all claims brought by third parties due to the infringement of industrial property rights or copyrights.

§ 10 Retention of Title

1. For contracts with consumers, Sh-Wohngesundheit retains title to the goods until the full purchase price has been paid. For contracts with entrepreneurs, Sh-Wohngesundheit retains title to the goods until all claims from the ongoing business relationship have been settled in full.

2. The customer is obliged to handle the goods with care. In the event of a breach of contract by the customer, particularly in the case of payment default, Sh-Wohngesundheit is entitled to reclaim the goods after issuing a warning, and the customer is obligated to return them. In such cases, the customer bears the costs of return or collection.

3. The assertion of the retention of title and the seizure of the delivery items by Sh-Wohngesundheit does not constitute withdrawal from the contract unless the provisions of the Consumer Credit Act apply, or this is expressly declared in writing by Sh-Wohngesundheit. For contracts with merchants, legal entities under public law, or special public-law funds, the following applies in addition:

4. The customer is entitled to resell the delivery items in the regular course of business; however, they already assign all claims arising from the resale of the goods against their buyers in the amount of the purchase price agreed between Sh-Wohngesundheit and the customer (including sales tax) to Sh-Wohngesundheit, regardless of whether the delivery items are resold without or after further processing. The customer is authorized to collect these claims after assignment. Sh-Wohngesundheit’s authority to collect the

claims itself remains unaffected; however, Sh-Wohngesundheit agrees not to collect the claims as long as the customer fulfills their payment obligations properly and is not in default. In the event of default, Sh-Wohngesundheit may demand that the customer disclose the assigned claims and the relevant debtors, provide all necessary information for collection, hand over the corresponding documents, and notify the debtors (third parties) of the assignment.

5. The processing or transformation of the goods by the customer is always carried out on behalf of Sh-Wohngesundheit. If the delivery items are processed with other items not belonging to Sh-Wohngesundheit, Sh-Wohngesundheit acquires joint ownership of the newly created item in proportion to the value of the delivery items to the other processed items at the time of processing.

6. If the delivery items are inseparably mixed with other items not belonging to Sh-Wohngesundheit, Sh-Wohngesundheit acquires joint ownership of the newly created item in proportion to the value of the delivery items to the other mixed items. The customer shall hold the joint ownership on behalf of Sh-Wohngesundheit.

7. The customer is prohibited from pledging or using the delivery items as security prior to full payment. In the event of pledges, seizures, or other dispositions by third parties, the customer must inform Sh-Wohngesundheit immediately and provide all information and documentation necessary to safeguard Sh-Wohngesundheit's rights. Enforcement officials or the third party must be informed of Sh-Wohngesundheit's ownership of the goods.

§ 11 Limitation of Liability

1. In cases of slightly negligent breaches of duty, Sh-Wohngesundheit's liability is limited to the foreseeable, contract-typical, and immediate average damage based on the nature of the goods. This also applies to slightly negligent breaches of duty by legal representatives or agents of Sh-Wohngesundheit. Sh-Wohngesundheit is not liable for slightly negligent breaches of insignificant contractual obligations when dealing with entrepreneurs.

2. The above limitations of liability do not apply to claims arising from product liability. Furthermore, the limitations do not apply to damages attributable to Sh-Wohngesundheit that involve injury to life, body, or health of the customer.

3. Customer claims for damages due to a defect expire one year after the goods are delivered. This does not apply if Sh-Wohngesundheit is accused of fraudulent intent.

4. Sh-Wohngesundheit is not liable for material or bodily harm to the customer resulting from improper use of the sold goods. The customer is sufficiently informed verbally and in writing about the proper use of the products before use.

5. Sh-Wohngesundheit is not liable for material or bodily damages caused by unexpected natural events (e.g., lightning strikes hitting the house) or improper repair work, even when occurring despite professional and protocolled grounding with Sh grounding accessories. Sh-Wohngesundheit is not obligated to ensure proper house grounding; this responsibility lies with the customer/orderer.

§ 12 Payment Terms

1. These payment terms are binding for the customer/orderer unless other terms are agreed upon in the acceptance of the order or contract.

2. Prices are cash prices, and no discount deductions (e.g., for early payment) are allowed. Depending on the price list, prices may be stated as including or excluding VAT.

3. Payments made via check or bill of exchange are only considered as payment upon clearance. Acceptance of bills of exchange always requires prior written agreement with Sh-Wohngesundheit. When bills of exchange are accepted, the standard bank discount and collection fees will be charged, and these are payable immediately in cash.

4. Payments are only considered complete on the day Sh-Wohngesundheit has unrestricted access to the invoiced amount.

5. In the event of delayed payment, Sh-Wohngesundheit is entitled to charge late payment interest and reminder fees, subject to further claims for damages. Late payment interest will be charged at 12% per year above the base interest rate of the European Central Bank. Higher or lower interest rates may apply if Sh-Wohngesundheit demonstrates a higher financial burden or if the customer provides evidence of a lesser burden.

6. In case of delayed payment, Sh-Wohngesundheit reserves the right to withhold other delivery obligations, stipulating that any further goods will only be delivered on a cash-on-delivery basis.

§ 13 Place of Performance and Jurisdiction

1. The place of performance is the location of the respective Sh-Wohngesundheit branch processing the order.

2. For all disputes arising from the contractual relationship, if the customer is a full merchant, a legal entity entered in the commercial register, or a public-law special fund, the agreed place of jurisdiction is **Bludenz (Austria)**. However, Sh-Wohngesundheit also reserves the right to file suit at the headquarters of the customer.

3. Austrian law applies exclusively, to the exclusion of the laws governing the international sale of movable goods, even if the customer has their business headquarters abroad.

§ 14 Miscellaneous

1. Transfers of rights and obligations by the customer arising from the contract concluded with Sh-Wohngesundheit require the written consent of Sh-Wohngesundheit in order to be effective.

2. Should any provision of these General Terms and Conditions of Business and Delivery be or become invalid, this shall not affect the validity of the remaining provisions.
(Status: 01.10.2023)

§ 15 Final Note

Our aim with these General Terms and Conditions is not to put our customers at a disadvantage. If we have unintentionally included provisions that place you in a worse position than the statutory regulations for these matters, then the statutory regulations shall replace our provisions.

Sh-Wohngesundheit GmbH
Klarenbrunnstr. 69
AT – 6700 Bludenz