



General Terms of Sale and Delivery

1.0 OFFERS:

Our offers are prepared without obligation. Orders shall not be binding until confirmed by us in writing. Any purchase conditions specified by the client deviating from our Terms of Sale and Delivery shall only be valid if we have expressly agreed to them in writing.

2.0 DELIVERY:

Delivery is ex works or warehouse of the seller. The risk shall also lie with the purchaser in the case of free deliveries. We will not procure transport insurance.

Graz shall be the place of performance and jurisdiction. The dimensions and weights determined at our point of dispatch shall be relevant for the calculation.

3.0 TERMS OF DELIVERY:

The terms of delivery shall always be approximate and non-binding. The purchaser shall not be entitled to claim damages in the case of delayed delivery or failure to deliver. In the case of impediments caused by armed conflict, civil commotion, strikes, lack of workers or raw materials, traffic blocks, official seizure and similar cases which are outside the responsibility of the seller – no matter if they occur in Austria or in the countries of origin or transit, at the supplier or a subcontractor – the supplier shall be entitled to withdraw from the contract in whole or in part without the purchaser being entitled to any claim for damages or subsequent delivery.

4.0 COMPLAINTS:

Complaints can only be considered if they have been lodged in writing within 3 days of receipt of the goods.

We will not guarantee colour, light or rub fastness (beyond the DIN standard).

We will not guarantee flexing resistance, varnish adhesion and light fastness for any type of patent leather.

We cannot accept complaints once the leather has been cut. Colour and suitability must be controlled immediately after receipt of the leather.

5.0 TERMS OF PAYMENT:

Payment 60 days from date of invoice, net.

The purchaser shall not be entitled to offset amounts on account of unrecognised counterclaims or complaints, to withhold payments or to make deductions from our invoices.

If the purchaser is in default of payment in relation to any current or previous orders, or if a bill of exchange accepted by him is protested or if he is subject to execution or if we receive unfavourable information about his business, the supplier is entitled with respect to the unfulfilled part of the contract to either withdraw from the contract or demand acceptance by cash on delivery or against guarantee without granting a period of grace. In such a case all liabilities of the purchaser to the supplier shall forthwith become due and payable.

6.0 RESERVATION OF TITLE:

a) The goods shall be delivered under reservation of title with the following extensions.

b) The goods shall remain the property of the seller until all amounts payable by the purchaser to the seller within the business relationship have been paid in full. If the goods delivered by our company are paid by bill of exchange, the reservation of title shall continue to apply until the bill of exchange has been cashed in full.

c) The purchaser shall not acquire ownership of the reserved goods if the reserved goods are processed into another product. Any processing shall be carried out by the purchaser for the seller. The processed goods shall serve as security for the conditional seller only to the extent of the value of the reserved goods. If the purchaser processes the goods with other goods not owned by the seller, then the seller shall be entitled to the co-ownership of the new product in proportion of the value of the reserved goods relative to the other processed goods at the time of processing. The new product resulting from the processing shall be subject to the same stipulations as the reserved goods. It shall be considered as a reserved good within the meaning of these provisions.

d) The purchaser's receivables from the resale of the reserved goods shall be assigned to the seller in advance, irrespective of whether the reserved goods have been processed or not or whether they are resold to one or several customers. The assigned debts serve as security of the conditional seller only to the extent of the value of the reserved goods sold.

If the purchaser sells the reserved goods together with other goods not owned by the seller, irrespective of whether the goods have been processed or not, the claim to the purchase price shall be assigned only to the extent of the value of the reserved goods which are the subject of that sales contract or part of the object of purchase.

e) The purchaser shall be authorised and entitled to resell the reserved goods only subject to the proviso that the claim to the purchase price from the resale is transferred to the seller in accordance with item d). The purchaser shall not be entitled to dispose of the reserved goods in any other way.

f) The purchaser shall be entitled to collect sums due from the resale despite the assignment. The seller's authority to recover the debts shall remain unaffected by the purchaser's entitlement to collect the sums due. The seller, however, will not recover the debts himself, as long as the purchaser duly complies with his obligations to pay.

At the seller's request, the purchaser must inform the seller about the debtors of the assigned claims in accordance with item d) and notify the debtors of the assignment in accordance with item d).

g) The reservation of title in accordance with the above provisions shall remain in force if receivables by the seller are included in a current account and the balance has been drawn and approved.

h) The seller's reservation of title shall be conditional in that the ownership of the reserved goods will pass to the purchaser and the purchaser will be entitled to all assigned debts ipso jure once all sums due to the seller from the business relationship have been paid in full.

i) The seller must be notified immediately of any access by third parties to the goods or claims subject to reservation of title. The seller must also be notified of any petition for bankruptcy or composition proceedings and the initiation of such proceedings, irrespective of whether the petition has been filed by the purchaser or another creditor.

k) The purchaser shall sufficiently insure the goods subject to reservation of title against fire and theft. Insurance claims arising from damage will be assigned to the seller in advance to the extent of the value of the reserved goods.

7.0 Any modifications and amendments to these General Terms of Sale and Delivery must be made in writing.

Our agents shall not be entitled to make commitments exceeding the scope of these General Terms of Sale and Delivery. Such commitments shall have no legal effect for our company.

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