

TERMS AND CONDITIONS – B2C

ADMONTER HOLZINDUSTRIE AG, SÄGESTRASSE 539, 8911 ADMONT, AUSTRIA

§ 1 General Information & Scope of Application

The following Terms and Conditions can be loaded by the user into their main memory at <https://shop.admonter.com/en/general-conditions/>, saved there and printed out (§ 11 E-Commerce Act (ECG)). Upon request, they can also be requested in digital or written form by contacting the email address info@admonter.at, stating the delivery address.

These Terms and Conditions apply to the sale and delivery of goods by Admonter Holzindustrie AG, in the version that is valid on the day of the order. Any deviating agreements are only valid if they have the written consent of Admonter Holzindustrie AG. When the customer places their order via their shopping basket, they declare their consent to the General Terms and Conditions and are bound by them. Should individual provisions of these Terms and Conditions be invalid, in whole or in part, due to mandatory statutory provisions (in particular, the provisions of the Consumer Protection Act (KSchG), the remaining provisions of these Terms and Conditions shall remain in effect unchanged.

§ 2 Contract Language

The contents of the contract, all other information, data information and the handling of complaints are offered in German, English, French and Italian, depending on which language was selected in the online shop. For additional countries available in the online shop, English is agreed as the contract language.

§ 3 Product Selection

(1) Admonter Holzindustrie AG operates an online shop for end customers under the domain <https://shop.admonter.com/>.

(2) The end customer has the opportunity to select and enquire about products on the above website and to order selected products directly.

(3) The customer is given a brief description of each product on the website in question.

(4) The customer can click on the products and quantities they would like on the website. These are collected in a virtual shopping basket („Shopping Basket“), and at the end of the ordering process, before confirming their purchase, the customer will receive a list of all selected products along with the final total price, including VAT and shipping costs.

(5) Before submitting their confirmation of purchase, the customer has the option of checking the content of the order, in particular the selection, price and quantity, to make sure it is correct, and of correcting it using the virtual Shopping Basket if necessary.

§ 4 Prices

(1) The prices as shown on the website at the time of the order apply.

(2) The prices are the non-binding sales prices recommended by Admonter in euros, including statutory VAT from the place of business of Admonter Holzindustrie AG.

(3) The prices apply at the time of the order and, unless otherwise stated, all prices are gross prices in euros, including statutory VAT and plus shipping costs. The prices can be viewed in the Shopping Basket before the contract is concluded as well as afterwards in the order confirmation sent to the customer. You can find a detailed list of the shipping costs to all countries that are supplied at <https://shop.admonter.com/en/shipping-costs/>.

(4) If, in the course of shipping, export or import duties are due, these shall be borne by the customer. The prices for the deliveries and services offered do not include any costs that are charged by third parties.

(5) Sales to customers outside the EU are not subject to VAT, but these customers must pay the respective national import duties. Sales to business people within the EC will not incur Austrian VAT if a VAT registration number is provided; instead, such business people must pay VAT in their home country. Billing is transacted in euros.

§ 5 Conclusion of Contract

(1) The depictions in the online shop do not constitute a legally binding offer, but rather a non-binding online catalogue.

By clicking the „Buy now“ button, the customer places a binding order for the products contained in the Shopping Basket.

(2) The customer's order represents an offer. An order is only possible if all fields required for the order process have been filled out. Before the final submission of the order, the customer has the opportunity to correct their order (see section 4 paragraph 4 above.)

(3) As soon as the order has been received by Admonter, the customer will be informed of the receipt of their order via the email address they have provided (confirmation of receipt in accordance with § 10 para. 2 ECG). This confirmation of receipt does not yet constitute an acceptance of the customer's offer.

(4) The contract and thus a contractual commitment to provide the individual services is only concluded after the declaration of acceptance (= sending of the order confirmation by email by Admonter Holzindustrie AG).

(5) We will save the contractual text and send you the order particulars and our Terms and Conditions by email.

§ 6 Right of Withdrawal / Right of Cancellation / Cancellation Policy

If you place an order in our shop as a consumer, you can cancel the contract as follows:

(1) You have the right to cancel this contract within fourteen days without needing to state any reasons. The cancellation period is fourteen days from the day on which you or a third party appointed by you, who is not the carrier, took possession of the final goods.

To exercise your right of cancellation, you must inform us

Admonter Holzindustrie AG

Sägestrasse 539

8911 Admont

Austria

info@admonter.at

Fax: +43 (0) 3613 3350 – 119

Telephone: +43 (0) 3613 3350

of this by sending us a clear declaration (e.g., a letter sent in the post, a fax or email) of your decision to cancel this contract. You may use the attached sample cancellation form for this purpose, but this is not mandatory.

If you make use of this option, we will send you a confirmation of the receipt of your cancellation immediately (e.g., by email).

To comply with the cancellation period, it is sufficient for you to send the notification that you are exercising your right of cancellation before the cancellation period expires.

Consequences of cancellation

(2) If the consumer cancels the contract, the purchase price will only be reimbursed upon the counter-performance of the return of the goods that the customer received. The customer will bear the charges for returning the good(s). For items that are impaired or damaged by signs of use, Admonter will charge an appropriate fee for the reduction in value. The same applies if a part is missing when the goods are returned.

(3) Repayments will be made using the same method of payment that was used during the original transaction, unless expressly agreed with you otherwise.

(4) You must return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you inform us about your decision to cancel this contract with us. The deadline is met if you send the goods back before the fourteen-day period has expired.

You will bear the direct costs of returning the goods.

(5) The right of withdrawal is excluded for customers who are business people.

(6) The right of cancellation does not apply in the case of distance contracts

- for the delivery of goods that are manufactured according to customer specifications or

- which are clearly tailored to personal needs or

- which are not suitable for return due to their nature.

- which can spoil quickly or
- whose expiry date has been exceeded,
- for the delivery of newspapers, magazines and magazines, unless the consumer has submitted their declaration of contract by telephone.

(7) The right of withdrawal exists in principle, but does not apply

- for sealed goods that are not suitable for return for hygiene reasons if their seal has been removed.
- for goods which, due to their nature, were inseparably mixed with other goods after delivery.
- for deliveries of audio or video recording or software, if the delivered data carriers were unsealed by the consumer.

End of the cancellation policy

You can download the cancellation form here: <https://shop.admonter.com/en/revocation-form/>

§ 7 Agreement on Assumption of Costs

If you make use of your right of cancellation, you must bear the direct costs for the return shipment if the delivered goods corresponded to those that were ordered.

§ 8 Execution of the Contract

(1) Delivery

Admonter Holzindustrie AG will deliver the products as a combined delivery after receipt of payment. Here, the production time for the product with the longest specified production time is agreed for all products. Several products can also be ordered as individual orders with the applicable production time in each case; the shipping costs will then be due for each individual order and delivery.

(2) Should we not be able to accept an order – for example, due to the goods not being available – we will inform the customer of this immediately.

(3) The delivery will be carried out by transport companies or parcel services and sent to the address provided by the customer. In the event that the customer provides incorrect, incomplete or unclear information, the customer shall bear all costs arising from this.

(4) Unless otherwise agreed, delivery is generally to the customer's kerbside. The buyer must take the goods over immediately in person and check that they are in proper condition and in the correct quantity and check for any transport damage.

(5) The customer has no right to claims for damages if Admonter is unable to deliver the goods on time due to extraordinary circumstances such as massive delays in delivery by its suppliers, force majeure, default due to strikes by the upstream supplier or natural disasters.

(6) The delivery time on the agreed delivery date is between 8 a.m. and 6 p.m. local time. If the shipping company cannot deliver the goods to the agreed delivery address within this period because the customer is not on site to receive the goods, then all additional costs incurred by the shipping company (such as storage fees, charges for a new delivery, etc.) must be borne by the customer.

(7) Any changes to delivery dates must be agreed with Admonter. Any unauthorised changes to dates made directly with the shipping company are prohibited. In this case, all additional costs incurred by the shipping company must be borne by the customer. If the goods are ready for dispatch on the agreed delivery date and dispatch is delayed for reasons for which the customer is responsible, the contractual partner shall be deemed in default of acceptance. This entitles Admonter to charge storage costs – subject to storage capacity – of € 50 per week, or part thereof, per order. The costs must be transferred to the bank account stated on the invoice before the goods are dispatched.

§ 9 Terms of Payment

(1) Admonter Holzindustrie AG will send an order confirmation for the ordered products after receipt of the order and acceptance of it. Furthermore, an invoice will be issued at the time of delivery and sent by email.

(2) Admonter Holzindustrie AG will only make deliveries against payment using the means of payment specified in the online shop. We accept the following payment methods/credit cards: Visa, MasterCard, American Express, PayPal.

(3) The customer undertakes to pay the purchase price in full as soon as the contract is concluded. The goods will only be delivered after receipt of the amount in our bank account.

(4) The goods remain our property until they are paid for in full. It is expressly stated that the assertion of the rights arising from the reservation of title does not constitute a withdrawal from the contract, unless we expressly declare our withdrawal from the contract.

§ 10 Warranty, Liability, Guarantee

(1) The statutory warranty provisions apply. In the case of justified complaints, either a free replacement will be provided or an improvement will be made, for which a reasonable period must be allowed. If an exchange or improvement is out of the question (not possible, too much effort, unreasonable, default of deadline), then the buyer has the right to a price reduction or, if the defect is not minor, the right to cancel the contract (rescission). Complaints based on statutory warranty claims or other complaints can be submitted to the following address: info@admonter.at.

(2) Any defects that occur are to be reported upon delivery or after they have become apparent.

(3) The guarantee can be claimed by filling out the guarantee certificate: <https://admonter.com/wp-content/uploads/Garantiezertifikat.pdf>. Making use of the guarantee does not impair one's statutory warranty.

(4) In the case of self-installation by the buyer, they must ensure that no defective material is installed. Defective goods will be exchanged by us free of charge in accordance with the preceding provisions. The buyer must carefully observe the installation and care instructions (on this, see also <https://admonter.com/wp-content/uploads/Verlege-und-Pflegeanweisung-FLOORS-1.pdf>). Insofar as defects or damage arise from non-observance of these instructions, we shall bear no liability.

(5) Liability for damage is governed by the statutory provisions.

§ 11 Reservation of Withdrawal

(1) We reserve the right to withdraw from the contract if there are exceptional circumstances which make the provision of the service impossible, such as, for example, massive delays in delivery by suppliers or manufacturers or force majeure, or if the buyer acts in breach of contract to such an extent that immediate cancellation of the contract is justified.

(2) We reserve the right to offer an equivalent alternative product if the goods ordered are not available or cannot be delivered on time. The customer must be informed in writing about the alternative product that can be delivered. Slight deviations in terms of format, laying system, sort, surface and price are possible.

In this case, the customer is granted the right to withdraw from the contract if the alternative product offered does not meet the requirements. In this case, the withdrawal from the contract must be issued in writing.

§ 12 Copyright

All messages, graphics and the design of the Admonter website serve solely for the personal information of our customers. They are used at one's own risk. All data in this offer are subject to protection under §4 and §87a of the Copyright Act. The reproduction, copying and printing of any parts of the website are only permitted for the purpose of placing an order with our company. Any further processing, replication, distribution and/or public reproduction exceeds fair use and represents a breach of copyright.

§ 13 Product-Specific Information about the Parquet Product

(1) We would like to expressly point out that the goods must be checked for obvious defects before and at the start of installation. If the goods are defective, assembly must be stopped immediately and Admonter must be informed immediately. If obviously defective goods are installed, then complaints cannot be made about any obvious defects and they shall be considered accepted. Wood is a natural product; product-specific natural deviations, in particular, with regard to differences in structure and colour, as well as with regard to the surface quality, are permitted within the scope of such tolerances that are customary in commercial practice.

(2) Notes and recommendations regarding installation and maintenance, which are listed in the following link (<https://admonter.com/wp-content/uploads/Verlege-und-Pflegeanweisung-FLOORs-1.pdf>) on our homepage, are to be observed as a universally applicable guideline and to be requested/downloaded before the start of installation. Defects caused by incorrect storage of the goods, improper installation or disregard of the installation and care instructions will not be recognised.

(3) The care instructions must be observed, particularly with regard to room temperature and room humidity. The guarantee does not cover damage that arises due to unnatural treatment of the floor, such as, for example, surface damage, pressure marks and scratches from heavy objects or shoes with hard heels, etc. Damage caused by negligence, such as moisture damage, damage caused by extreme indoor climatic conditions, incorrect care, etc., is not covered. The formation of gaps to a natural extent, especially during the period when heating is used, is not a defect, but is rather caused by natural swelling and contraction of the wood, caused by fluctuations in the indoor climate.

§ 14 Data Protection

Admonter Holzindustrie AG will observe all requirements under data protection law. The Privacy Policy can be called up under the link <https://shop.admonter.com/en/privacy-policy/> or on our homepage <https://shop.admonter.com/datenschutzerklaerung>.

§ 15 Applicable law and place of jurisdiction

The parties agree, insofar as there are no mandatory statutory provisions to the contrary, that Austrian law applies. The United Nations Convention on Contracts for the International Sale of Goods and any other provisions which are based on that convention are explicitly excluded. For consumers within the meaning of Art. 5 of the Rome Convention on the Law Applicable to Contractual Obligations, the mandatory consumer protection regulations in their country apply, unless the relevant Austrian regulations are more favourable for the consumer.

The customer can take legal action against our company either in Austria or in the courts of the contracting state in whose sovereign territory they are domiciled. If the contractual partner had their domicile or habitual abode or place of employment in Austria at the time of the conclusion of the contract, then legal action can only be brought by the contractual partner against our company before Austrian courts.

For consumers who do not have a domicile or habitual abode or place of employment in Austria at the time the contract is concluded, the statutory places of jurisdiction apply.

Online Dispute Resolution

Consumers can lodge complaints with the EU Online Dispute Settlement Platform: <http://ec.europa.eu/odr>.

They can also send any complaints to the following email address: info@admonter.at.

§ 16 Final Provisions

Should one or more of these conditions violate a statutory prohibition or be legally ineffective for other reasons, this shall not affect the validity of the remaining provisions. In place of the invalid provision, that which, taking into account the other terms and conditions, would most likely have corresponded to the economic interest and the presumed will of the contracting parties, shall be deemed to be agreed. The same applies in the event of any omission. The contracting parties undertake to cooperate in earnest in accomplishing this replacement provision.