



**GTC**  
**GENERAL TERMS AND CONDITIONS OF IWG ING. W.**  
**GARHÖFER GES.M.B.H. ONLINESHOP**  
**(DATED 20.06.2024)**

**1. Scope of application**

The following General Terms and Conditions ("GTC") shall apply to all contracts for goods, deliveries and other services (collectively "Products") concluded by means of online orders via the website of IWG Ing. W. Garhöfer Ges.m.b.H. (referred to as "Seller" or "we"), unless otherwise individually agreed in writing. Deviating general terms and conditions of the contractual partner (also referred to as "Buyer") shall only apply with the written and express consent of the Seller and then limited to the respective legal transaction, but not to subsequent transactions. In particular, acts by the Seller in fulfilment of a contract do not constitute such consent.

Contracts through online orders are concluded exclusively with entrepreneurs and not with consumers (in each case within the meaning of the Consumer Protection Act).

The GTC can be accessed and saved at [www.iwgplating.com/en/terms-conditions/](http://www.iwgplating.com/en/terms-conditions/)

**2. Offers, prices and delivery costs**

Our offers are not binding. Should the Buyer wish to make any changes to the order, we will submit a new offer.

Prices offered by the Seller are subject to change. The prices for precious metals are the respective daily rates at the time of our offer and are fixed at the daily rate on the day of the order in the ordering process and subsequently confirmed with an order confirmation. We therefore reserve the right to charge the current daily rates for precious metals at the time of the order.

Prices for chemicals are offered in accordance with the respective updated precious metal prices, available at [www.iwgplating.com/edelmetallpreise/](http://www.iwgplating.com/edelmetallpreise/).

Our prices are stated in EURO (€) and, unless otherwise agreed, do not include value added tax. Delivery costs will be added during the ordering process. The total price of your order includes the product price and shipping costs ("Total Price").

All business and technical documents and information provided together with an offer, remain our (intellectual) property and may not be used or utilised in any way without our express written consent.

### **3. Ordering process and conclusion of contract**

#### **3.1 Ordering process**

The ordering process essentially consists of the following steps:

- (a) You add the products you want to your shopping basket;
- (b) You enter or confirm your data;
- (c) You select one of the available payment methods and enter the required payment details;
- (d) You will be provided with our data privacy policy and asked to read it carefully;
- (e) You will be asked to carefully read and accept these GTC;
- (f) Before finalising the order, you have the opportunity to check the products to be ordered, the Total Price of the order and the data you have provided;
- (g) By clicking on the order button, you complete the order process and submit a contractually binding offer.

#### **3.2 Conclusion of Contract**

A contract with the Buyer is only validly concluded upon our written order confirmation sent by e-mail or, if no order confirmation is sent due to processing errors, when the products are dispatched. All offers shall only become binding upon our written order confirmation. Changes to the offer or the order as well as side agreements must be made in writing to be valid.

No contracts are concluded with consumers. Should an order confirmation nevertheless be sent to a consumer after an online order has been placed, this order confirmation shall not be deemed as acceptance of the offer and therefore no contract shall be concluded.

The information obligations of the Seller according to Sections 9 and 10 E-Commerce Act (ECG) are expressly excluded.

### **4. Product labelling, instructions for use**

Product labelling: Any change to our product labelling and any special stamping which could be regarded as a mark of origin of the Buyer or a third party or which could give the impression that it is a special mark is not permitted.

Instructions for use: The Buyer is obliged to read the instructions for use. Any use of the goods other than that specified in the instructions for use is not permitted. The Seller's instructions for use are

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not only for information purposes but are binding and are intended to protect the Buyer from danger and damage. Liability is excluded for damage caused by non-compliance with the instructions for use (see also point 8 below).

## **5. Delivery and transfer of risk, freight forwarding, INCOTERMS**

The following terms of delivery shall apply unless expressly agreed otherwise in our written order confirmation or written offer.

The delivery of our products is limited to countries within the European Union.

Dates and deadlines specified for delivery by the Seller are not binding. Claims for damages due to delayed delivery or any missed deadlines as well as penalty payments (contractual penalties) due to late delivery are excluded.

Deliveries shall be made by a forwarding agent, carrier or another person appointed by the Seller for the despatch, unless the Seller undertakes the delivery itself. The Seller shall not be liable for delivery by a forwarding agent, carrier or any other person appointed for despatch. The Seller chooses the mode and route of despatch to the best of its judgement. Deliveries shall be ex works (EXW), unless expressly agreed otherwise in the written order confirmation or the written offer. The quality and quantity of the delivery correspond to our order confirmation.

The time of delivery shall be the day on which the goods leave the factory or the interim storage facility or - in the case of collection - are made available to the Buyer ready for despatch. The Buyer must ensure that the place of delivery is accessible and that the agreed acceptance time is adhered to. Storage or safekeeping measures and associated costs which become necessary for reasons attributable to the buyer (e.g. default of acceptance) shall be borne by and at the expense of the Buyer.

The risk of accidental destruction or deterioration of the goods shall pass to the Buyer upon handover of the goods, unless we have undertaken the transport ourselves. In the case of delivery by a forwarding agent, carrier or other person appointed to despatch the goods, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon handover to the forwarding agent, carrier or other person appointed to despatch the goods.

The Seller is not liable for force majeure. If the Seller is prevented from fulfilling its obligations due to the occurrence of unforeseen circumstances which could not have been avoided despite reasonable care in the circumstances of the case - e.g. strike, fire, natural disasters, official orders, operational disruptions such as energy or raw material shortages - the Seller shall be released from its obligations.

## 6. Payment terms

Credit/debit cardholders are subject to validation checks and authorisation by the card issuer. We will not be liable for delays or non-delivery of products if the Buyer's card issuer refuses payment or does not authorise payment to us for any reason.

Payment by the Buyer shall be made in advance. Payment shall be deemed to have been made upon receipt of the invoice amount in the Seller's account.

The Buyer shall not be entitled to set off any counterclaims and/or withhold payments due to incomplete delivery, warranty claims, claims for damages or complaints, unless its claims or demands have been expressly recognised by the Seller or established by a court of law.

## 7. Warranty

The Buyer shall notify the Seller in writing of any defects without delay, at the latest within seven days of delivery of the goods, giving a precise description of the defect by fax or e-mail. Hidden defects must be notified in the same form within seven days of discovery. A notification of defects shall be deemed to have been made in time if it is received by the Seller within this period. A notification of defects does not release the Buyer from the obligation to pay. If a notification of defects is not made or not made in time, the goods shall be deemed to have been approved and accepted.

The warranty period is six months. The existence of defects must be proven by the Buyer. Unless otherwise agreed, the warranty shall initially be limited to improvement and replacement of any defective goods at the discretion of the Seller. If the subsequent fulfilment is unsuccessful, the Buyer may withdraw from the contract if the defect is not minor or demand a price reduction. The existence of a defect does not entitle the Buyer to rectify the defect himself or have it rectified by a third party.

The warranty is excluded if the Buyer or a third party who was not authorised by us has made changes to the goods. The Buyer's recourse against us in accordance with Section 933b General Civil Code (ABGB) is excluded after expiry of the warranty period applicable in relation to the Buyer

## 8. Compensation for damages

The Seller shall provide its services in accordance with recognised rules and the state of the art. Instructions for use are provided with the order, on delivery or on request. Reference is made to the instructions for handling and use of the goods stated therein. The Seller shall not be liable for damage caused by unsuitable or improper use, incorrect or negligent handling or storage of the goods or chemicals supplied.

Liability for consequential damage incurred by the Buyer due to a defective product is excluded. The Buyer undertakes to transfer this limitation of liability to its own customers. Any recourse claims made by contractual partners or third parties against the Seller based on product liability (Section 12 Product Liability Act - PHG) are excluded, unless the party entitled to recourse proves that the defect was caused by at least gross negligence on the part of the Seller.

We shall only be liable for compensation of damage caused by gross negligence or wilful misconduct on our part. However, this limitation of liability does not apply to compensation for personal injury. We are not liable for indirect damage, lost profit, consequential damage and financial loss and damage arising from third-party claims. In the event of gross negligence, liability is limited to the amount of the purchase value of the goods, up to a maximum of the amount covered by our insurance.

The Buyer is not entitled to withhold payment of the purchase price due to the assertion of a claim.

Unless a shorter limitation or preclusion period is provided for by law, all claims against us shall become time-barred if they are not asserted in court within six months from the time at which the damaged party becomes aware of the damage and the person causing the damage or the event otherwise giving rise to the claim, but at the latest after the expiry of three years from the behaviour giving rise to the claim.

## **9. Choice of law, place of performance, choice of court, final provisions**

Austrian law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods and national and international conflict of law rules. The place of performance is the seat of the Seller, unless otherwise stipulated in the order confirmation.

The competent court in Vienna shall have exclusive jurisdiction to decide on all disputes arising from or in connection with contracts concluded with us.

Should any provision of these GTC be void or invalid, the validity of the remaining provisions shall remain unaffected. Void or invalid provisions shall be interpreted or supplemented in such a way that the economic purpose pursued with the void or invalid provision is achieved in the best possible way.

In case of differences between the German and the English version, the German version of the GTC shall prevail.

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