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Fritz Egger GmbH & Co. OG  
Holzwerkstoffe  
Weiberndorf 20  
A-6380 St. Johann in Tirol  
Tel.: +43 (0) 50600

## General Business Terms and Conditions – EGGER Shop

### § 1 Scope

- (1) The following terms and conditions apply to all contracts concluded between Fritz Egger GmbH & Co. OG Holzwerkstoffe, Weiberndorf 20, A-6380 St. Johann in Tirol, Austria ("**Egger**") and its clients as far as the conclusions of the contract have been originated via Egger's Webshop ("**the Webshop**"). Deviating General Business Terms and Conditions of the clients and other agreements are only valid as far as they have been accepted by Egger in writing.

### § 2 Conclusion of the contract

- (1) Via its Webshop, Egger offers different products (currently samples, software and advertising material). The order of these products by the client constitutes a binding offer by the client. A possible order confirmation sent off by Egger does not constitute an acceptance of the offer. An acceptance and thus a conclusion of a contract only occurs at the reception of an order conformation at the email address indicated by the client at the order ("**client email address**") from Egger or by the merchandise being sent to the client.
- (2) In individual cases, it could be that not Egger, but another company from the Egger group ("**Egger group company**") provides part of or the total delivery and becomes a contract partner of the client for this part delivered by the Egger group company. Egger will notify the client about this situation before the completion of the order process in the online order form.

### § 3 Payment

- (1) The amount to be paid by the client becomes due at the client's reception of the invoice from Egger. Payment must be made in advance.
- (2) For the processing of the payments, Egger uses a service provider for electronic payment systems. Currently, this is PayOne GmbH & Co. KG, Kiel, Germany. For the purpose of

payment processing, Egger can transfer the client's personal data required for this to the service provider. Egger reserves the possibility to change the service provider in the future.

- (3) As far as an Egger group company fulfils this contract partially or totally, the debt collection will still be realised via Egger.
- (4) The client can only offset amounts with undisputed or legally confirmed claims.
- (5) Until the complete payment of the ordered merchandise, the merchandise remains the property of Egger or the Egger group company performing the delivery.

#### **§ 4 Dispatch**

- (1) The costs for the dispatch of the ordered merchandise depend on the place of destination of the merchandise. Before the completion of the order process, Egger will indicate the transport costs calculated by means of the delivery address provided by the client.

#### **§ 5 Liability**

- (1) Egger assumes unlimited liability for damages from injury to life, body or health by its own fault and for intent or gross negligence, also by employees and/or aids.
- (2) In addition, Egger is liable in case of simply negligent breach of essential contractual obligations at the amount of the contract-typical foreseeable damage. Essential contractual obligations are the duties of Egger, the fulfilment of which only allow for the orderly fulfilment of the contract and on the fulfilment of which the client may regularly rely. The contract-typical foreseeable damage is one that can typically occur in case of a usual damage process. Apart from that, any liability of Egger is excluded.
- (3) Binding legal regulations like the Product Liability Act remain unaffected by the aforementioned provisions.

#### **§ 6 Data protection**

- (1) Egger collects and saves the clients' data necessary for the fulfilment of the contract. When processing the personal data of the clients, Egger respects the legal provisions. Further details can be inferred from the data protection declaration which is available below.
- (2) A client can demand information about the saved data concerning his person at any time. Further details on this can be inferred from the data protection declaration.

## § 7 Applicable law

- (1) For the terms and conditions and all legal relations entered into between Egger and the client, only Austrian law applies, under exclusion of the UN laws on the sale of goods.

## § 8 Right of revocation of consumers

- (1) *Right of revocation*

You can revoke your contract declaration within 14 days in text form (e.g. letter, fax, email) or – if the object is left to you before expiry of the delay – also by return of the object, without giving any reasons. The delay starts upon reception of this notice in text form, but not before reception of the merchandise by the receiver (in case of a repeated delivery of the same merchandise not before reception of the first partial delivery) and not before the fulfilment of our information duties according to Art. 246 § 2 in connection with § 1 par. 1 and 2 EGBGB and our obligations according to § 312g par. 1 sentence 1 BGB in connection with Art. 246 § 3 EGBGB. The revocation must be addressed to:

Fritz Egger GmbH & Co. OG Holzwerkstoffe  
Weiberndorf 20  
A-6380 St. Johann in Tirol  
Austria  
Telephone: +43 50 600 0  
Email: shop@egger.com

- (2) *Consequences of revocation*

In case of a valid revocation, the mutually received goods, services and benefits must be returned, and potential advantages taken (i.e. interest) must be released. If you cannot or only partially or in impaired condition return or release the goods, services, benefits and advantages (e.g. advantages of use) to us, you must grant us a corresponding compensation. For the impairment of the object and advantages taken, you must provide a compensation only to the extent that the use or impairment is due to a handling of the object that goes beyond the mere examination of the features and the mode of operation. "Examination of the features and the mode of operation" means the testing and test operation of the respective merchandise, as it is e.g. possible and usual in a retail outlet. Objects that can be sent in parcels must be returned at our risk. You must bear the regular costs of the return if the delivered merchandise corresponds to the ordered merchandise and if the price of the object to be returned does not exceed a price of EURO 40 or if, in case of a higher price of the object, you have not yet provided the equivalent or a contractually agreed partial payment. Otherwise, the return is free of charge for you. Objects that cannot be sent by parcel will be

collected at your domicile. Obligations of restitution of payments must be fulfilled within 30 days. For you, the delay starts with the sending of your declaration of revocation or of the object, for us, it starts with its reception.

- (3) For software, the right of revocation is excluded if Egger has delivered the software via download or if the client has unsealed the software.

## **§ 9 Software license**

- (1) Insofar as the client has acquired any software in the Webshop that has been produced by Egger, Egger grants a simple non-exclusive and non-assignable right of use to the software to him.
- (2) If the software is a software provided by third suppliers, the license provisions of the third suppliers apply in addition. Egger will inform the client correspondingly at the order of the software.

## **§ 10 Deviating provisions for entrepreneurs**

- (1) For clients who are entrepreneurs, the following deviating conditions apply:
  - a) If a defect appears in the ordered merchandise, the client can demand supplementary performance from Egger. In this case, Egger is entitled to decide if Egger cures the defect or if it delivers new merchandise free from defects.
  - b) § 8 does not apply.
- (2) Place of performance and place of jurisdiction for contractual relations between Egger and clients who are entrepreneurs is St. Johann in Tyrol, Austria.
- (3) The risk of loss or impairment of the merchandise passes to the client at the transfer of the merchandise to the carrier by Egger or an Egger group company.