

DELIVERY AND PAYMENT TERMS

SHOP2WIN Marketing GmbH, Josef Mayburger Kai 114, 5020 Salzburg, Austria

These provisions form an integral part of all our offers and contracts with corporate clients pursuant to the Austrian Consumer Protection Act for supplies and services in current and future business relationships. By signing these terms, customers declare expressly that they agree to the following delivery and payment terms.

Offers

All offers shall be understood to be net prices exclusive of statutory Value Added Tax and are subject to confirmation. Shop2win reserves the right to adjust prices as a result of significant commercial changes (e.g. suppliers' price changes, exchange rate fluctuations etc).

Prices are quoted without packaging ex Salzburg.

Delivery

Packaging is carried out in accordance with the customer's wishes and is charged to the latter. The customer bears the transport risk.

If insurance is desired, the customer should notify this to Shop2win clearly. All insurance costs shall be borne by the customer.

Shop2win and the customer shall agree the delivery arrangements. Transport costs shall be borne by the customer.

The delivery periods and/or delivery times quoted in the order refer always to normal availability of the parts (precursor products) and services. In the event of delayed delivery caused by circumstances beyond Shop2win's control, the customer declares expressly that Shop2win shall not be held liable for such delayed delivery.

Defects, warranty, liability

Defects should be notified immediately. Shop2win shall guarantee the delivered products in accordance with the statutory warranty periods.

Austrian commercial law applies to claims under warranty.

Claims for compensation are excluded unless the loss was caused wilfully or through gross negligence. Product liability claims are regulated by the Austrian Product Liability Act.

The right to claim for mistakes, typos and deviations with regard to materials, weight, dimensions, technical design or similar features is reserved.

Avoidance for mistakes is excluded. The customer declares that the consequences of abatement beyond moiety are excluded expressly.

Payment

Unless agreed otherwise in the contract, 40% of the order total shall become due for payment 14 days after signing the order, another 40% shall become due 14 days after delivery of the hardware and the remaining 20% within 14 days after completion of the delivery and services. Shop2win will submit appropriate invoices in this regard.

In the event of payment being in arrears, the party in arrears undertakes to pay arrears interest at the rate of 8% above the prevailing interest base rate of the European Central Bank plus all reminder and collection expenses.

Retention of title

The delivered goods remain the seller's property until full payment has been made. Retention of title is agreed expressly.

Place of performance, jurisdiction

The place of performance and delivery and the court of jurisdiction is Salzburg. Austrian law applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are excluded expressly.