

TERMS AND CONDITIONS

§ 1 General Remarks – Legal Scope

1. The following General Terms and Conditions are applicable to all business relations between us and the customer. It is always the version valid at the point of time when the contract is concluded which is binding.
2. The consumer is a consumer according to the regulations of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG) and a natural or physical person who is not a corporate client (business company).
3. Corporate clients are natural or physical persons or societies of individuals having legal capacity for which the contract in question constitutes an act of operating the business. Corporate businesses are all durably erected organisations capable of taking independent economic action, also if not intent on yielding profit. Customers are consumers as well as corporate clients.
4. Variant, contrary or additional terms and conditions do not form part of the contract, even if they have been brought to notice, unless they have been explicitly consented to in writing.

§ 2 Conclusion of Contract

1. All our offers are subject to confirmation and without obligation. We reserve the right to technical and other modification within the scope of the just and reasonable.
2. By submitting his order, the customer states his legally binding offer of purchase. In case of electronically ordered merchandise we will confirm receipt of offer of purchase without delay. Confirmation of receipt of offer of purchase does not, however, constitute a binding acceptance of the order. Confirmation of receipt of offer of purchase only constitutes a binding declaration of acceptance of offer if explicitly stated in the confirmation.
3. We reserve the right to accept the client's offer of purchase within two weeks. We reserve the right to accept electronic offers of purchase within three working days, counting from the day of income of offer. We reserve the right to refuse an offer of purchase, e.g. in case of unsatisfactory financial security. We reserve the right to limit the amount of orders of merchandise to household amounts.
4. Contracts with corporate clients are concluded under the reserve that it may be not fulfilled, or only partly fulfilled, in case of faulty or improper self-supply. In case of part or entire unavailability of a service the corporate client will be informed without delay. Any received consideration will be returned immediately.
5. If a contract is concluded electronically, a copy of the contract will be stored electronically and another copy will be sent to the customer via e-mail together with a legally binding statement of terms and conditions.

§ 3 Conditional Sale Conditions

1. We reserve our right of ownership of the merchandise until receipt of the entire retail price.

2. The customer is obliged to treat all merchandise carefully as long as we retain right of ownership. All necessary maintenance or service work on merchandise on which we retain ownership has to be carried out by the customer on his expense.
The customer has the obligation to inform us in writing about any claim by a third party on the merchandise (especially claims by execution bodies) as well as about any damage to or the destruction of the merchandise. The customer has to notify us without delay in any case of attempted change of ownership of the merchandise as well as of his own changes of address.
The customer has to compensate all damages and costs arising from actions of intervention against access of a third party to merchandise for which we retain ownership.
3. We reserve the right to annul the contract in case of unlawful action taken by the customer, especially in case of delay of payment, and to enforce the return of the merchandise. We also reserve the right to annul the contract and to enforce the return of the merchandise, if the customer violates the regulations set down in §3/2 and our compliance with the terms of the contract is no longer just or reasonable
4. The corporate client has the right to realienate acquired merchandise in an ordinary course of business. He cedes all claims arising from the realienation of the merchandise meeting the amount of money for which the merchandise was purchased to us and has the obligation to apply a notation thereof in his books or on his invoice. We accept the cessation of the claim. After the cessation of the claim the corporate client has the right to issue an invoice. We reserve the right to enforce payment of invoice ourselves, if the corporate client does not meet his obligation for payment towards us and enters a period of delay of payment.
5. Any adaptation or conversion of the merchandise by the corporate client is undertaken by order and on behalf of us. If a merchandise is adapted, modified or converted, we acquire co-ownership on the new merchandise proportionally to the value of the original merchandise delivered by us. The same holds true if the merchandise is adapted by means of or mixed with substances or products to which we claim no ownership.

§ 4 Right of Withdrawal from Contract

I. Distance Selling Contracts

1. According to § 5 e KSchG (Consumer Protection Act), the consumer has the right to withdraw from the contract within seven working days counting from the day of arrival of merchandise at the consumer's or, for service contracts, counting from the day of conclusion of contract. Saturdays are not working days. The withdrawal from the contract must be in writing and does not have to contain a justification. To ensure the right for withdrawal from contract, it suffices to post it on time.
2. In case of a withdrawal from contract the consumer has the obligation to return the merchandise by post, if the nature of the merchandise allows this. The consumer has to pay the costs for all returns.

II. Online Shopping Contracts

1. According to § 5 e KSchG (Consumer Protection Act), the consumer has the right to withdraw from the contract within seven working days counting from the day of

arrival of merchandise at the consumer's or, for service contracts, counting from the day of conclusion of contract. Saturdays are not working days. The withdrawal from the contract must be in writing and does not have to contain a justification. To ensure the right for withdrawal from contract, it suffices to post it on time.

2. In case of a withdrawal from contract the consumer has the obligation to return the merchandise by post, if the nature of the merchandise allows this. The consumer has to pay the costs for all returns.

III. Contracts Based on Door-to-Door Sales

1. According to § 3 KSchG (Consumer Protection Act), the consumer has the right to withdraw from a contract or from his offer of contract. This withdrawal has to be declared before the conclusion of the contract or, after its conclusion, within one week. This period starts as soon as a certificate is engrossed holding the name and address of the customer, the necessary details to be able to identify the contract as well as an instruction on the terms and conditions underlying the contract, at the earliest, however, with the conclusion of the contract.
2. The withdrawal from the contract does not have to contain a justification and has to be issued in writing. To ensure the right of withdrawal from contract, it suffices to post it on time.
3. We reserve the right to not deliver the merchandise until the period of withdrawal from contract has expired.
4. The consumer has the obligation to return the merchandise, if he withdraws from the contract and holds already possession of it. The costs for returns of merchandise have to be met by the consumer.

§ 5 Conditions of Payment

1. All published prices are valid on their day of publication and subject to modifications without prior notice. All prices are subject to confirmation. The legal Value Added Tax (VAT) is included in the published price.
In case of a despatching order, prices are exclusive of post and package.
No additional costs arise for the consumer, if he places an order using long-distance means of communication.
The consumer has the option to pay cash on delivery, via bank transfer or via credit card. We reserve the right to exclude any method of payment.
2. The consumer has the obligation to confer his payment within ten days of receipt of service. After this period the consumer enters a period of delay in payment.
During the period of delay in payment the consumer has the obligation to pay an interest rate of 5% above the current base lending rate on his debt.
During the period of delay in payment, the corporate client has the obligation to pay an interest rate of 8% above the current base lending rate on his debt. We reserve the right to verify and assert higher compensation for damage from interest in arrears against the corporate client.
The customer has the obligation to meet all costs arising from the assertion of outstanding debits, especially expenses of collection and other costs for adequate legal actions.
3. The corporate client has the right to claim offsets only if his counterclaims have been legally ascertained or consented to by us.

The consumer has the right to claim offsets only in the case of our insolvency or for counterclaims connected to legal obligations by the consumer that have been legally ascertained or consented to by us.

The corporate client has no right to hold back payments.

§ 6 Passing of Risk

1. The risk of accidental destruction or accidental impairment of the merchandise passes on to the customer on handing over of the merchandise. In case of sale by consignment the risk of accidental destruction or accidental impairment of the merchandise passes on to the consumer as soon as the merchandise has been despatched at the haulier, the carrier or any other person or organisation responsible for the despatching of the merchandise.
2. When downloading or sending data via the internet, the risk of destruction or modification of data passes on to the consumer as soon as the data transgresses the network junction point.
3. The handing over of the merchandise is considered fulfilled even if the consumer delays in collecting the merchandise.

§ 7 Warranties - Liabilities

1. Principally the customer has the choice of whether his acquired merchandise be repaired or replaced. We reserve the right to exclude the chosen option, if it is impossible to carry out or if it constitutes a disproportionate surplus of work and expense compared to the alternative option.
For corporate clients the choice whether to repair or to replace the merchandise remains ours.
2. If an improvement of the merchandise through reparation cannot be obtained, or if it can be obtained but with disproportionate difficulty, the consumer can principally decide to demand a reduction of price or, if the defect of the merchandise is but a minor one, a modification of the contract.
3. Corporate clients have the obligation to inspect the delivered merchandise within an adequate period of time and notify us in writing about any defects discovered on the merchandise within one week of delivery, or else his right of assertion of warranty claims can no longer be enforced.
Hidden defects have to be signalled to us in writing within one week of their discovery.
To preserve warranty claims it suffices to post them within the given periods.
Corporate clients carry the complete onus of proof for all pretensions to warranty claims, especially for the defect or damage itself as well as for the timeliness of the signalling of the claim.
4. The period of liability for consumers is two years from the delivery of the merchandise.
The period of liability for corporate clients is one year from the delivery of the merchandise.
For second-hand or used merchandise the period of liability is one year from the delivery of the merchandise.
5. We do not issue any warranties in the legal sense. Manufacturers' warranties are not affected. The customer's statutory rights are not affected.

§ 8 Limitation of and Exemption from Liability

1. Outside the range of applicability of the statutory liability laws our liability is limited to instances of intention and gross negligence.
Liability in case of light negligence, compensation of consequential damage, financial and otherwise, compensation for unattained saving goals or loss of interest and liability for damage, financial or otherwise, arising from claims of third parties against the customer are all excluded.
2. Above limitations of and exemptions from liability are not applicable in case of damage to body or health of the customer, nor in case of loss of life of the customer, if attributable to us.
For consumers, above limitations of and exemptions from liability are furthermore not applicable in case of damage done while the merchandise is in our care for works on the merchandise.
3. We are liable only for our own content on our online-shop website. We are not liable for content of other websites accessible via links from our own website. We do not assume responsibility for such content. Access to external websites containing illegal content will immediately be barred from our website, if we are informed of any such content or if any such content otherwise comes to our notice.

§ 9 Protection of Data

Our “Information on Data Protection” leaflet informs the customer about

- nature, scope, length of and reason for collection, handling and utilisation of data required for the ordering of merchandise and for billing;
- his right of objection to creation and use of an anonymized user profiles for advertising purposes, market research and a demand-adapted design of our offers;
- the transfer of data to organisations commissioned by us and bound to legal regulations on data protection in order to assess creditworthiness and to dispatch merchandise;
- the right to obtain information on his private data stored by us free of charge;
- the right to demand rectification, cancellation or sealing of his personal data stored by us.

§ 10 Final terms and conditions

1. All terms and conditions are subject to Austrian legislation.
The UN CISG is not applicable.
For consumers, this regulation is applicable only as long as no protection granted by legally binding laws and regulations applicable in the country where the consumer has his permanent residence is infringed.
2. The mutually agreed place of jurisdiction for all litigation arising from concluded contracts is the Austrian circuit court locally and factually competent for our registered office.
For consumers this place of jurisdiction is mutually agreed on only if the consumer resides or works within the limits of said circuit court or if the customer resides abroad.

3. If single regulations set down in the contract with the customer (incl. regulations set down in the Terms and Conditions) become partly or wholly inoperative, the validity of the remaining regulations is not affected. The partly or wholly inoperative regulation will be replaced by a regulation whose economic success comes closest to the inoperative one.

ACCEPT:

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SIGNATURE + DATE