



# altholz

*Joy in the genuine article!*

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

We make deliveries exclusively under the following conditions of sale and delivery:

### 1. Offering/Price

Our offers, whether written, verbal or by telephone, are subject to confirmation from our store in Schlierbach. We reserve the right to prior sale. Prices include standard packaging suitable for transport and standard handling and loading costs of the goods.

### 2. Order confirmation

If delivery is not effected straightforward, orders require our written confirmation.

If an order is completely or partially cancelled by the client after the order has been placed, a cancellation fee of 30% of the net order value will be invoiced.

If services have already been performed for this order at the time of cancellation (including material preparation, processing, services), the cancellation fee will be increased to up to 100% of the net order value.

### 3. Terms of payment

In case of an initial order, the total amount of the invoice is payable prior to delivery.

Unjustified discount deductions shall not be accepted. We are not obliged to accept bills or cheques. If we do accept them, it is only by way of payment and all charges of discounting and collection are at the expense of the orderer. In case of default of payment, a default interest rate of 12% p.a. as well as collection fees will be charged.

### 4. Delivery

On handing over the goods to the forwarder or freight carrier, but at the latest when they leave our warehouse, risk passes to the purchaser. Delivery dates are agreed at our best estimates, but are on no account binding. We are entitled to partial shipments and due to specific measurements overdeliveries up to 10% (20% for raw material) are possible. Invoicing is based on actual measuring and delivery.

### 5. Transport

Unless agreed otherwise, transport costs will be charged separately. It is assumed that access with heavy trucks is possible and permitted. The recipient must unload the vehicle immediately upon delivery at their own expense. The recipient must provide a suitable storage area. Any delays to unloading will be invoiced to the recipient.

### 6. Shipment of samples

Samples of natural wood and stones as well as of other goods derived from the dismantling of former buildings show deviations in size, structure, color and texture as well as traces derived from their former use and similar characteristics specific to the material. Therefore, a sample can only provide a representative overview of the quantity delivered. As a result, deviations in properties that have not been explicitly guaranteed are possible and do not in any case constitute a defect.

### 7. Defects and liability

There is no obligation on our part to take back or replace goods. Complaints can only be accepted within a period of 6 days after receipt of the products. In the event of a responsibility on our part, we will at our discretion replace the goods or take them back against a credit note on the amount of the purchase price or we will remedy the defect. If we voluntarily agree to this, the purchaser himself must pay for any transport costs arising. Other and further claims against us are excluded, in particular we exclude any liability for damages arising from the processing or sale of defective goods. In the delivery or processing of reclaimed wood and historic building materials that are derived from dismantling former buildings, deviations in size, structure, color and texture as well as traces derived from their former use and similar characteristics are specific to the material and do not in any case constitute a defect of the purchased goods. In addition, the aforementioned goods are sensitive to breakage and damage and therefore breakage of up to 5% per delivery does not entitle the customer to compensation for damages. In relation of goods delivered by us, we accept no liability for toxic contaminants, deposits, radioactive contamination or infestation with pests.

### 8. Reservation of title

The supplied goods remain our property until full payment of the purchase price is made. Deliveries that are made in connection with a certain building project will be considered as one coherent order, even if they have been ordered, delivered and invoiced in stages. In the event of a default in payment or if there is reasonable concern about the solvency of the buyer, we are entitled to immediately collect goods that are under retention of title.

### 9. Final provisions

Place of performance for deliveries and payments is A 4553 Schlierbach. All disputes between the parties are under the exclusive responsibility of the District Court in 4560 Kirchdorf/Krems as the factually and locally competent court of law.

The above terms and conditions do not apply to consumers.

The currently valid version can be found on [www.altholz.net](http://www.altholz.net).