

General Terms and Conditions for Business Transactions

I. SCOPE OF THESE TERMS AND CONDITIONS

1. The scope of these General Terms and Conditions (GTC) covers all offers, legal transactions and other services of any kind provided by Physiotechnik Schaffarik GmbH to entrepreneurs.
2. An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity which, when entering into a legal transaction, acts in the exercise of its commercial or independent professional activity.
3. Any amendment to these terms and conditions is only valid in writing on the order and requires our confirmation.

II. OFFERS / ORDER PLACEMENT / WITHDRAWAL

1. Initial offers are generally submitted free of charge. Further offers and design work, plan sketches and the like shall only be carried out free of charge if the supply contract is and remains legally effective.
2. The offers submitted are subject to change and non-binding in every respect.
3. An order is deemed to have been placed when the order been signed by the buyer. Once placed, orders are irrevocable. If the down payment is not made on time, a 25% cancellation fee will be charged.
4. There is no right to withdraw from the purchase even if products were previously ordered via the Internet, irrespective of whether the products were handed over as part of a seminar or not. /have taken place or have been sent by post. In exceptional cases, Physiotechnik Schaffarik GmbH is free to decide whether or not to take back products that have already been delivered, provided they are still in their original unopened packaging.

Products that have already been opened cannot be returned under any circumstances.

III. PRICES

1. Prices are ex warehouse or ex Physiotechnik Schaffarik GmbH, AT-1210 Vienna, Langenersdorferstrasse 12/3 and exclude shipping costs, VAT, freight and transport insurance. The latest price list is always valid.
2. The prices agreed in the purchase contract shall remain binding for us even in the event of price increases in the meantime, unless the customer requests a later delivery date than the agreed date or delays acceptance of the goods. In this case, the price list valid at the time of delivery shall apply.
3. The installation and commissioning of the devices is not included in the price and - if requested by the customer - will be charged separately at cost.

IV. TERMS OF PAYMENT

1. 50% down payment immediately after receipt of order confirmation. Remainder before delivery or collection.
2. The withholding of payments or the offsetting of counterclaims disputed by the supplier are not permitted.
3. In the event of suspension of payment or bankruptcy of the customer, the purchase price claim is due immediately.
4. Interest on arrears :

Even if the Buyer is in default of payment through no fault of his own, the Seller shall be entitled to charge interest on arrears at an annual rate of 10 percentage points above the base interest rate; this shall not affect claims for compensation for proven higher interest rates.

5. Offsetting

Offsetting against claims of the seller with claims of the buyer of any kind whatsoever is excluded.

6. Reminder fees

Even if the Buyer is in default of payment through no fault of his own, the Seller shall be entitled to charge costs of EUR 50 per reminder. This shall not affect claims for compensation for proven higher expenses in connection with the delay in payment.

V. PROPERTY RIGHTS/RESERVATION

1. PROPERTY RIGHTS.

We reserve title to all goods delivered until all our claims arising from the business relationship have been settled, in particular any current account balance.

2. The customer may neither pledge goods subject to retention of title nor hand them over as security. In the event of seizure, confiscation or other dispositions by third parties, he must inform the supplier immediately.

3. RESERVATION OF TITLE

The object of purchase shall remain the property of the seller until the purchase price and all costs and expenses have been paid in full. A resale is only permitted if the seller has been notified of this in good time in advance, stating the name or company name and the exact business address of the second buyer, and the seller agrees to the sale in writing. In the event of a sale, the purchase price claim shall be deemed assigned to the seller and the seller shall be authorized to notify the third-party debtor of this assignment at any time. In the event of a plurality of claims of the seller, payments of the buyer shall primarily be allocated to those claims of the seller that are not (or no longer) secured by a retention of title or other means of security.

In the event of even partial default of payment, the buyer hereby agrees that the seller may collect the object of purchase at any time at his own expense. In this case, the seller is entitled to assert his rights arising from the retention of title. It is agreed that the assertion of the retention of title does not constitute a withdrawal from the contract, unless the seller expressly declares the withdrawal from the contract.

VI. DELIVERY TIME

1. Agreed delivery deadlines shall be met by us wherever possible.
2. In the event of non-compliance with the delivery deadlines or impossibility of delivery, the buyer must set a grace period of eight weeks in writing and may then withdraw from the contract.
3. The customer is not entitled to compensation if the delivery time is exceeded.

VII. SHIPPING

1. Shipment shall be at the risk of the customer, even if carriage paid delivery been agreed.
2. Insurance against possible transport damage will only be taken out at the customer's expense and at the customer's best discretion if expressly ordered by the customer.
3. If the goods are collected by the customer, the customer shall bear the risk and costs.
4. Packaging is included in the price of all appliances.
5. The customer shall provide suitable personnel for the unloading and installation of the equipment at its own expense. The supplier (Physiotechnik Schaffarik GmbH) shall only be responsible for the transportation of the equipment to the customer's company or place of business (hospital, doctor's practice, physiotherapist's practice, etc.).

VIII. DEFICIENCY

The buyer must inspect the goods for defects immediately upon receipt. We can only take into account any defects that become apparent in the process if they are reported to us in writing within 5 days. Complaints regarding shortages can only be considered within 5 days of receipt of the consignment.

IX. WARRANTY

1. 2-year warranty on all new appliances. This warranty expires in the event of unauthorized tampering with the appliances.

2. Warranty

Apart from those cases in which the right to rescission is granted by law, the seller reserves the right to fulfill the warranty claim at his discretion by improvement, replacement or price reduction.

The buyer must always prove that the defect already at the time of handover.

The object of purchase must be inspected immediately after delivery. Any defects discovered must be reported to the seller without delay, but at the latest within five days of delivery, stating the nature and extent of the defect. Hidden defects must be reported on the day they are discovered. If a notification of defects is not made or not made in good time, the object of purchase shall be deemed to have been approved. The assertion of warranty or

Claims for damages - including consequential damages and the right to challenge errors due to defects - are excluded in these cases.

The warranty period is 2 years.

The following wear parts are excluded from this warranty obligation: Rubber bands of any kind and all Velcro fasteners / Velcro straps.

The right of recourse pursuant to § 933b ABGB is excluded.

X. SERVICE

1. We shall assume the service obligation for all devices supplied by us on the basis of a separate written agreement.
2. In the case of justified warranty claims, spare parts will be replaced free of charge if they have been sent to us carriage paid.
3. Compensation for damages

The seller is not liable for slight negligence with the exception of personal injury. The buyer must prove that the seller has acted with gross negligence. Claims for compensation shall lapse six months after knowledge of the damage and the damaging party, and in any case three years after delivery.

4. Product liability

Any recourse claims under the title "product liability" within the meaning of the Product Liability Act are excluded, unless the buyer proves that the defect was caused in the sphere of the seller and was at least due to gross negligence.

XI. PLACE OF PERFORMANCE AND JURISDICTION

1. The place of performance and sole place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of Physiotechnik Schaffarik GmbH.
2. Austrian law shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.
3. The Supplier shall also be entitled to bring an action at the registered office of the Purchaser.

XII. DATA PROCESSING

1. Physiotechnik Schaffarik GmbH undertakes to collect, process and use your personal data in accordance with the strict provisions of the applicable Austrian data protection law. In order to use this service, you agree in the course of registration or ordering that Physiotechnik Schaffarik GmbH collects, processes, stores and uses your master data (name, address, date of birth, e-mail address, telephone number), order data and all other log files and data on the use of Physiotechnik Schaffarik GmbH equipment for the purpose of evaluation for billing purposes, for the protection of its own invoice and that of third parties, within the framework of the law. Under no circumstances will your data be passed on to third parties, transferred abroad or otherwise circulated. The

The declaration of consent is completely voluntary and can be revoked at any time. If we do not have your consent, your data will be used exclusively for order processing.

2. To enable us to fulfill our rights and obligations arising from the purchase contract, we are entitled to transmit your data to partners commissioned by us to execute the purchase contract, insofar as this is necessary.

XIII. SEVERABILITY CLAUSE

Should individual provisions of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.

XIV. REGISTERED OFFICE AND LEGAL FORM

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