



General terms and conditions As of October 5th 2015

1 Preface:

1.1. ATT Drogerievertriebs GmbH, in the following shortly called „ATT“, works exclusively on the basis of these general terms and conditions, which are an important element of each contract and which will also apply to all further business deals and contracts made in the future. Any other opposing general terms and conditions are invalid.

1.2. Further transcending subsidiary agreements or changes must be in written form and signed, as well as stamped by authorised to represent ATT personnel for validity.

2 Offers, Orders, Prices, Payment Conditions:

2.1. Offer prices and possible discount rates offered by ATT are only valid for each single offer. The prices, if not explicitly consented differently in written form, are net-net prices in EURO with delivery condition EXW and excluding VAT and without any discount.

Current prices are subject to change caused by price increases based on higher production costs, higher customs duties, changes in official currency rates or other expenses and fees. Such price increases are always the duties of the buyer.

No right of withdrawal will be entitled from such price increases.

2.2. Offers made by ATT are offers without commitment and obligation. Each buyer is bound to his offers or purchase orders for at least 30 days after our receipt of his offer or his purchase order. For our acceptance of a purchase order we need to receive from the buyer an irrevocable purchase order. In individual cases different payment conditions can be met.

2.3. ATT has the ISO 9001 and the IFS Broker certificate. We want to point out that not all of our suppliers are IFS certified as well.

2.4. ATT can wait with the shipment of goods until after the immediate payment of the full purchase price.

2.5. Receivables from ATT are to be paid right after billing, except for the case where other payment terms have been agreed on. In case of belated payment the buyer owes an interest rate of 6% on top of the actual relevant, valid prime lending rate of the Austrian National Bank. A payment transaction is presumed to be effected from that moment on when ATT can dispose of the full amount of money.

2.6. In case of late payment the buyer is obligated to come up with the payment in full for all the reminder fees, costs and cash-payments that had to be made to recover the debt, so that under no circumstances ATT will have to take care of any costs that came along with trying to recover the debt. The reminder fees per each collection letter amount to at least 1% of the complete due amount.

2.7. The buyer is not entitled to a right of retention or the right to offset the payment with one of his cross claims; especially warranty claims can't be a reason for a right of retention of already due payments.

3 Deliveries:

3.1. ATT delivers all goods with the delivery term „Ex Works“ in accordance to the ICC INCOTERMS in their latest amended version. Upon finishing production the risk of storing the goods, no matter if it happens in storage of ATT or in storage of third parties, is transferred to the buyer. The buyer bears the risk of loading of goods and transport of goods from ATT on provided means of transport. ATT can also decide to have the goods transported to the buyer not with own means of transport but with means of transport provided by partner companies.

3.2. The property in the delivered goods remains with ATT until full payment of the purchase price including all fees, interest rates and costs has been made. In case of a current account the property of the goods remains with ATT for as long as not all in this point 3.2. mentioned receivables have been paid in full and the full due amount is covered by the current account.

3.3. A resale of the merchandise, which is still in the property of ATT, is only allowed, if the reservation of title is being kept alive for ATT. In such a case the seller transfers all his rights from the sale (accounts receivable, reservation of title, etc.) to ATT. By request the seller is obligated to hand out all documents about the sale and to render account about all unpaid arrears.

3.4. ATT has the right, in case of enforcement of the reservation of title, to pick up the merchandise without further notice and to initiate all needed actions. In such a case the contractual partner waives to file an action of trespass or action for injunction of any kind.

3.5. The buyer has to inform ATT immediately in written form of garnishments or other access to the merchandise by third parties. Neither taking back of the merchandise in case of enforcement of the reservation of title, nor a garnishment establish the cancellation of the contract.

3.6. Handling or reworking of the merchandise, done by the customer, is always considered to be done for ATT. If the merchandise is being reworked with other products, which don't belong to ATT, then ATT gains co-ownership on the new created product at the appropriate rate of the value of the original merchandise in comparison to the value of the other products, which got used for reworking the merchandise, at the time of reworking.

3.7. If the merchandise is being mixed with other products, which don't belong to ATT, then ATT gains co-ownership on the new created product at the appropriate rate of the value of the original merchandise in comparison to the value of the other products, which got mixed with the merchandise, at the time of mixing.

In case the mixed-in products according to their value are considered to be the main product, then the customer is the sole owner of the newly created product, but the customer has to give ATT co-ownership at the appropriate rate of the value of the original merchandise.

4 Warranty / Product Liability:

4.1. The period of warranty is 12 months from the date of delivery.

Reworking or mixing the merchandise with other products is forbidden in general. For merchandise of second quality (slight seconds) or for reworked or mixed products warranty is also explicitly excluded.

4.2. ATT aims to keep lead times as well as delivery dates exact on time. The buyer commits to accept the goods at the delivery date. Only in case that the delivery has been delayed by more than 1 month, the buyer acquires the right, but only with setting an additional respite of 8 weeks, to declare the rescission of the contract. ATT is not liable for delays in delivery, especially such delays that have been caused by force majeure, strikes, order-arrears or payment-arrears caused by the buyer. ATT is not liable in general for delays of any kind.

4.3. The buyer is obligated to control the delivered goods immediately and completely at the time of delivery. Hereby, obvious and visible, noticed deficiencies have to be notified by phone and in writing in form of a registered letter. If the buyer does not meet this obligation, does not meet it on time or not completely in full, he will be barred to make a warranty claim for these deficiencies. Later noticed, originally not obvious and visible, deficiencies also have to be notified immediately by the buyer by phone and in writing in form of a registered letter – otherwise the same legal consequences will occur. All rights of warranty claims expire, if changes on the merchandise are being made either by a third party or by integrating other products into the merchandise. To be entitled to make a warranty claim, the buyer needs to fully follow ATT's general terms and conditions about usage and handling of the merchandise. The buyer also won't be entitled to make a warranty claim, if he does not use the product or does not store it accordingly to its purpose – in case of a dispute the burden of proof for correct usage and storage accordingly to the product's purpose rests with the buyer.

4.4. In case of a warranty claim the buyer is obligated to grant ATT at least 6 weeks for improvement. Only if all improvement within reasonable time failed, the buyer is entitled to reduce the purchase price or to perform redhibitory action of the purchase contract.

The buyer is obligated to support ATT with making the improvements as good as possible and has to follow in this regard all instructions made by ATT. The buyer will make the return shipment, at his own expense and at his own risk.

4.5. A damage claim against ATT is only allowed in case of behaviour with intent or grossly negligent behaviour made by ATT. In case of uncontrollable circumstances, slight negligence made by ATT, force majeure, as well as stoppage of work, strike, disruption of operations, transport hindrances etc. ATT can reduce the delivery quantities or can fully withdraw from the contract, and the buyer will not have the right for an indemnity claim. During a temporary hindrance, ATT has the allowance to deliver the merchandise later, as long as the delivery takes place within reasonable time. In such a case, the buyer cannot withdraw from the contract. In case the buyer causes a damage with products from ATT, the buyer has to keep ATT harmless and safe from complaint according to the level of his default. The buyer is obligated to inform ATT immediately about the occurrence of the damage and has to use his best endeavour to limit the damage.

4.6. The products offer only those guarantees, which can be cautiously expected based on legal requirements, instruction manuals, instructions about handling and control made by the producer or the supplier. The buyer is prohibited to present the products in a way, which would make others believe the products had a higher guarantee than really the case.

4.7. We state explicitly that specifications in the descriptions about effectiveness, length of effect, etc. are to be viewed as approximations and are not binding.

5 Acceptance of Goods/ Default of Acceptance / Termination:

5.1. If the delivery of goods is delayed due to circumstances caused by the buyer, the goods get stored at the buyer's own risk and at his own costs. The costs for storage will be double the amount of the usual costs of storage at a licensed, local warehouse keeper. The dispatch of the goods will take place only after the buyer has paid the full purchase price including all additional costs. In those cases, the buyer will not be entitled to demand compensation. The buyer has to come up with all the additional costs caused by him before any further work steps will be made.

5.2. In case of default of acceptance or in case of a needed warehousing of goods made by ATT, the buyer has lost his right to have the goods transferred to him. He will only have left the right of getting the goods after payment of the purchase price has been made in full including all additional costs, especially including all the costs for storage. Default of acceptance also occurs when the buyer's credit-worthiness or his ability to pay have to be questioned. In such a case, ATT has the allowance to ask for a bank guarantee from the buyer, on costs of the buyer.

5.3. Changes or cancellations of orders give ATT the right to demand compensation. In case the buyer fails to fulfil his obligation, no matter the cause of failure, ATT can ask a cancellation fee of 20% of the total gross worth (worth including taxes) of the merchandise. This cancellation fee shall not be modified by any court or shall not be challenged in any court of law. ATT is not liable in general for delayed deliveries, especially not such delayed deliveries caused by force majeure, strike, order arrears or payment arrears caused by the buyer.

In case of fundamental changes in the management or in the administration of the buyer's business ATT has the right to cancel the sales-contract with the buyer with immediate effect, if the fundamental changes have taken place without the specific, written consent by ATT.

ATT shall be entitled to terminate any agreement or contract in the event that insolvency proceedings have been initiated with respect to the assets of the buyer. ATT shall also be entitled to terminate any agreement or contract in the event that the buyer has arranged a partial or full debt-reduction with his creditors, or in case the buyer has been late with payments to ATT for more than 30 days.

6 Miscellaneous:

6.1. Place of jurisdiction for any kind of legal arguments or claims between the parties will be that court in Salzburg city/Austria, which has the objective jurisdiction.

6.2. Between the parties only Austrian law with exclusion of the United Convention on Contracts for the International Sale of Goods (CISG) is applicable. Translations of these general terms and conditions are allowed, but in case of doubt, the German version is the one to be used.

6.3. If one of the clauses in these general terms and conditions is null and void, the rest stays valid and is to be interpreted in that way, which comes as close as possible to the economic intent.