

GENERAL TERMS AND CONDITIONS

I. VALIDITY

THE DELIVERIES, PERFORMANCE AND OFFERS OF OUR COMPANY SHALL BE BASED EXCLUSIVELY ON THESE TERMS AND CONDITIONS OF BUSINESS; TERMS AND CONDITIONS OF BUSINESS OF THE CUSTOMER OPPOSING OR DEVIATING FROM THESE TERMS AND CONDITIONS OF BUSINESS SHALL NOT BE RECOGNIZED BY US UNLESS WE HAD EXPLICITLY AGREED TO THEIR VALIDITY. CONTRACTUAL PERFORMANCE ON OUR PART SHALL IN THIS RESPECT NOT BE AN AGREEMENT TO CONTRACTUAL CONDITIONS DEVIATING FROM OUR TERMS AND CONDITIONS OF BUSINESS. THESE TERMS AND CONDITIONS OF BUSINESS SHALL ALSO BE A BASIC AGREEMENT FOR ALL FURTHER LEGAL TRANSACTIONS BETWEEN THE CONTRACTING PARTIES.

II. CONCLUSION OF A CONTRACT

AN OFFER OF A CUSTOMER SHALL REQUIRE A CONFIRMATION OF ORDER. DISPATCH OF THE GOODS ORDERED BY THE CUSTOMER SHALL ALSO AFFECT THE CONCLUSION OF THE CONTRACT. IN THE EVENT OFFERS ARE SUBMITTED TO US, THE PARTY OFFERING SHALL BE BOUND THERETO FOR A REASONABLE PERIOD, BUT IN ANY CASE, FOR NOT LESS THAN EIGHT (8) DAYS FROM THE RECEIPT OF THE OFFER. ALL OF OUR PRODUCTS ARE DELIVERED WORLDWIDE INSOFAR AS THERE IS NO BREACH OF LEGAL PROVISIONS. WE RESERVE THE RIGHT IN THIS CASE TO REJECT THE CONTRACT.

III. PRICE

IN THE EVENT OF CHANGES IN LABOR COSTS RESULTING FROM COLLECTIVE AGREEMENT REGULATIONS WITHIN THE SECTOR OR INTERNAL WORKS AGREEMENTS, OR SHOULD THERE BE CHANGES IN OTHER COST CENTERS RELEVANT FOR THE CALCULATION, OR IN COSTS NECESSARY FOR PERFORMANCE, SUCH AS THOSE FOR MATERIALS, ENERGY, TRANSPORT, SUBCONTRACTED WORKS, FINANCING, ETC., WE SHALL HAVE THE RIGHT TO INCREASE OR DECREASE THE PRICES ACCORDINGLY. POINT III SHALL NOT APPLY FOR CONSUMER TRANSACTIONS. PRICE REDUCTIONS AND CASH DISCOUNTS SHALL ONLY BE GRANTED WHEN CERTAIN AGREED CRITERIA ARE MET AND IF THEY ARE IN WRITING. UPON THE ISSUANCE OF A NEW PRICELIST OR A NEW CATALOGUE, THE VALIDITY OF THE PREDETERMINED PRICES TO DATE FOR SAID LISTS AND CATALOGUES EXPIRES AUTOMATICALLY.

IV. TERMS OF PAYMENT, INTEREST ON ARREARS

PAYMENT IS TO BE MADE ONLY AGAINST PAYMENT IN ADVANCE. THE CUSTOMER MAY SELECT AN ALTERNATIVE FORM OF PAYMENT BASED SOLELY ON A SEPARATE WRITTEN AGREEMENT WITH US. CASH DISCOUNTS REQUIRE A SPECIAL, SEPARATE AGREEMENT. IN THE CASE OF DEFAULTING ON PAYMENTS, INCLUDING PARTIAL PAYMENTS, ANY AND ALL AGREEMENTS REGARDING CASH DISCOUNTS SHALL CEASE TO BE IN FORCE. CUSTOMER PAYMENTS SHALL ONLY THEN BE CONSIDERED AS COMPLETE UPON RECEIPT OF THESE PAYMENTS TO OUR BUSINESS ACCOUNT. IN THE CASE OF ARREARS ON THE PART OF THE CUSTOMER, WE ARE ENTITLED, AT OUR OWN DISCRETION, TO SELECT COMPENSATION FOR THE DAMAGE ACTUALLY CAUSED, OR TO CHARGE DEFAULT INTEREST AT THE STATUTORY RATE. IN THE CASE OF ARREARS ON THE PART OF THE CUSTOMER, OUR COMPANY IS ALSO ENTITLED TO DEMAND COMPOUND INTEREST CALCULATED FROM THE DATE OF ORDERING THE GOODS.

V. WITHDRAWAL FROM THE CONTRACT

IN THE CASE OF DELAYED ACCEPTANCE (ITEM VII) OR FOR OTHER SUBSTANTIAL REASONS SUCH AS, IN PARTICULAR, BANKRUPTCY OF THE CUSTOMER OR REJECTION OF A PETITION IN BANKRUPTCY ON GROUNDS OF INSUFFICIENT ASSETS, OR A BREACH OF LEGAL REGULATIONS, OR ARREARS IN PAYMENT BY THE CUSTOMER, WE SHALL HAVE THE RIGHT TO WITHDRAW FROM THE CONTRACT INSOFAR AS IT HAS NOT YET BEEN COMPLETELY FULFILLED BY BOTH PARTIES. IN THE EVENT OF A WITHDRAWAL WHERE THE CUSTOMER IS AT FAULT, WE MAY, AT OUR DISCRETION, DEMAND A FIXED RATE OF DAMAGES OF 30% OF THE GROSS INVOICE AMOUNT OR COMPENSATION FOR THE LOSS ACTUALLY INCURRED. IF THE CUSTOMER IS IN ARREARS WITH PAYMENT WE SHALL BE RELEASED FROM ALL FURTHER OBLIGATIONS TO PERFORM AND DELIVER AND SHALL HAVE THE RIGHT TO HOLD BACK OUTSTANDING DELIVERIES OR PERFORMANCE, AND TO DEMAND PAYMENTS IN ADVANCE AND/OR DEPOSITS, OR TO WITHDRAW FROM THE CONTRACT AFTER HAVING SET A REASONABLE EXTENDED TIME LIMIT. IF THE CUSTOMER WITHDRAWS FROM THE CONTRACT WITHOUT JUST CAUSE, OR DEMANDS ITS CANCELLATION, WE SHALL HAVE THE RIGHT TO CHOOSE BETWEEN INSISTING ON PERFORMANCE OF THE CONTRACT AND CANCELLATION OF THE CONTRACT; IN THE LATTER CASE, AT OUR DISCRETION, THE CUSTOMER SHALL BE UNDER AN OBLIGATION TO PAY EITHER A FIXED RATE OF DAMAGES OF 30% OF THE GROSS INVOICE AMOUNT OR COMPENSATION FOR THE LOSS ACTUALLY INCURRED. THE CONSUMER CAN WITHDRAW FROM THE CONTRACT WITHIN FOURTEEN (14) DAYS. THE TIME LIMIT BEGINS ON THE DAY THE GOODS ARE DELIVERED TO THE CONSUMER; IN THE CASE OF SERVICES, ON THE DAY THE CONTRACT IS CONCLUDED. IT IS SUFFICIENT TO SEND OFF THE DECLARATION OF WITHDRAWAL WITHIN THIS TIME LIMIT. IF THE CONSUMER WITHDRAWS FROM THE CONTRACT IN ACCORDANCE WITH THIS PROVISION, THE CONSUMER MUST BEAR THE COSTS OF RETURNING THE GOODS; IF CREDIT WAS ARRANGED FOR THE CONTRACT, THE CONSUMER MUST ALSO BEAR THE COSTS FOR ANY NECESSARY AUTHENTICATION OF SIGNATURES AND THE TAXES (FEES) FOR THE GRANTING OF CREDIT. IT IS NOT POSSIBLE TO WITHDRAW FROM A CONTRACT IN ACCORDANCE WITH WHICH IT HAS BEEN AGREED THAT THE PERFORMANCE OF SERVICES WILL BEGIN WITHIN SEVEN (7) WORKDAYS FROM CONCLUSION OF THE CONTRACT.

VI. COSTS OF REMINDERS AND COLLECTION

THE CONTRACTUAL PARTNER (CUSTOMER) UNDERTAKES IN THE CASE OF ARREARS IN PAYMENT TO REIMBURSE THE COSTS INCURRED BY THE CREDITOR FOR REMINDERS AND COLLECTION INSOFAR AS THESE ARE NECESSARY FOR APPROPRIATE PROSECUTION, WHEREBY IN PARTICULAR THE CONTRACTUAL PARTNER UNDERTAKES TO REIMBURSE AT A MAXIMUM THE FEE CHARGED BY THE COLLECTION AGENCY EMPLOYED THAT DERIVES FROM THE AUSTRIAN FEDERAL MINISTRY OF ECONOMICS AND LABOUR (BMWA) REGULATIONS GOVERNING MAXIMUM RATES OF PAYMENT CHARGEABLE BY COLLECTION INSTITUTES. INSOFAR AS THE CREDITOR OPERATES THE REMINDER SYSTEM ITSELF, THE DEBTOR SHALL UNDERTAKE TO PAY AN AMOUNT OF EUR 1,500.00 FOR EACH REMINDER ISSUED, AND AN AMOUNT OF EUR 5.00 HALF-YEARLY FOR KEEPING A RECORD OF THE DEBT RELATIONSHIP WITHIN THE REMINDER SYSTEM.

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VII. DELIVERY, TRANSPORT, DELAYED ACCEPTANCE

OUR SELLING PRICES DO NOT INCLUDE COSTS FOR DELIVERY, ASSEMBLY OR INSTALLATION. UPON REQUEST, HOWEVER, THESE SERVICES CAN BE PERFORMED OR ORGANIZED BY US AGAINST SEPARATE PAYMENT. IN THIS CASE TRANSPORT AND/OR DELIVERY SHALL BE CHARGED AT COST, PLUS A SURCHARGE AT AN APPROPRIATE DAY-WORK RATE, BUT NOT LESS THAN THE NORMAL FREIGHT AND CARRIAGE CHARGES FOR THE SELECTED FORM OF TRANSPORT, OR THOSE APPLYING ON THE DAY OF DELIVERY. ALL EXPECTED DELIVERY TIMES ARE FROM RECEIPT OF PAYMENT OF THE FULL AMOUNT OF YOUR ORDER TO OUR BANK ACCOUNT. AS A MATTER OF PRINCIPLE, DELIVERY IS PERFORMED BY THE EMPLOYEES OF OUR COMPANY OR BY A SUITABLY APPROPRIATED TRANSPORT COMPANY. IN THE EVENT THE CUSTOMER HAS NOT ACCEPTED THE GOODS AS AGREED (DELAYED ACCEPTANCE) WE SHALL, AFTER FAILURE TO MEET AN EXTENDED TIME LIMIT, HAVE THE RIGHT EITHER TO STORE THE GOODS ON OUR PREMISES AND CHARGE A STORAGE FEE OF 7% OF THE GROSS INVOICE AMOUNT PER CALENDAR DAY OR PART-DAY, OR TO HAVE THE GOODS STORED BY A BUSINESS AUTHORIZED TO DO SO AND AT THE COST AND RISK OF THE CUSTOMER. AT THE SAME TIME WE SHALL HAVE THE RIGHT EITHER TO INSIST ON FULFILMENT OF THE CONTRACT OR, AFTER HAVING SET A REASONABLE EXTENSION PERIOD OF AT LEAST TWO (2) WEEKS, TO WITHDRAW FROM THE CONTRACT AND USE THE GOODS ELSEWHERE. IF CERTAIN PRODUCTS ARE NOT IN STOCK, WE ARE ENTITLED TO REPLACE THOSE PRODUCTS WITH AN EQUIVALENT ONE. THIS REPLACEMENT IS TO BE DONE, HOWEVER, IN CONSULTATION WITH THE CUSTOMER.

VIII. PASSING OF RISK

RISK IS PASSED TO THE RESPECTIVE FREIGHT FORWARDER UPON COLLECTION OF THE GOODS. THIS IS ALSO VALID FOR PARTIAL SHIPMENTS. ANY DAMAGES INCURRED DURING TRANSPORT ARE TO BE MADE KNOWN TO THE FREIGHT FORWARDER IMMEDIATELY AND ARE TO BE RECORDED ON THE PACKAGING NOTE / RECEIPT OF DELIVERY. THE CUSTOMER WARRANTS THAT AT THE TIME OF ORDERING ANY AND ALL AUTHORIZATIONS AND APPROVALS NECESSARY FOR TRANSPORT, STORAGE, SALE AND MANAGEMENT OF THE GOODS DELIVERED HAVE ALREADY BEEN GRANTED.

IX. TERM OF DELIVERY

WE SHALL NOT BE UNDER AN OBLIGATION TO PERFORM THE CONTRACT UNTIL AFTER THE CUSTOMER HAS FULFILLED ALL THEIR OBLIGATIONS WHICH ARE NECESSARY FOR PERFORMANCE, IN PARTICULAR ALL CONTRACTUAL DETAILS, WORK IN ADVANCE AND PREPARATORY ACTIONS. WE SHALL HAVE THE RIGHT TO EXCEED THE AGREED DATES AND TERMS OF DELIVERY BY UP TO ONE WEEK, REMAINING WITHIN THE LEGALLY GRANTED GRACE PERIOD OF THIRTY (30) DAYS. ONLY AFTER ELAPSE OF THIS PERIOD MAY THE CUSTOMER WITHDRAW FROM THE CONTRACT AFTER FIRST HAVING SET A REASONABLE EXTENDED TIME LIMIT.

X. PLACE OF FULFILLMENT

THE PLACE OF FULFILLMENT DEPENDS ON WHERE THE GOODS ARE LOADED.

XI. MINOR MODIFICATIONS

IF THE MATTER IS NOT A CONSUMER TRANSACTION, CHANGES IN OUR OBLIGATION TO PERFORM AND/OR DELIVER THAT ARE MINOR, OR THAT THE CUSTOMER MAY REASONABLY BE EXPECTED TO ACCEPT, SHALL BE DEEMED TO BE AGREED UPON BEFOREHAND. THIS APPLIES IN PARTICULAR TO CERTAIN DEVIATIONS NECESSARY TO THE MATTER.

XII. COMPENSATION FOR DAMAGES

ANY AND ALL CLAIMS FOR DAMAGES TOWARDS WKTRADE E.U. ARE COMPLETELY EXCLUDED. THIS DOES NOT APPLY TO PERSONAL INJURY AND, IN CONSUMER BUSINESS, FOR DAMAGE TO PARTS TAKEN ON FOR FURTHER PROCESSING. THE PRESENCE OF SLIGHT OR GROSS NEGLIGENCE IS TO BE PROVEN BY THE INJURED PARTY, UNLESS THE MATTER CONCERNS A CONSUMER BUSINESS CONTRACT. IF THE MATTER DOES NOT INVOLVE A CONSUMER TRANSACTION, THE TIME LIMIT FOR BRINGING CLAIMS FOR COMPENSATION SHALL BE THREE YEARS FROM THE POINT OF PASSING OF RISK. THE CONCRETE TERMS AND CONDITIONS OF BUSINESS CONTAINING REGULATIONS, OR OTHER AGREED REGULATIONS, PERTAINING TO COMPENSATION ARE ALSO THEN VALID IF THE CLAIM FOR COMPENSATION IS MADE EFFECTIVE TOGETHER WITH, OR IN PLACE OF, A GUARANTEE CLAIM.

XIII. PRODUCT LIABILITY

RECOURSE CLAIMS AS SPECIFIED IN SECTION §12 OF THE AUSTRIAN PRODUCT LIABILITY LAW ARE EXCLUDED, UNLESS THE PARTY JUSTIFIED FOR RECOURSE PROVES THAT THE FAULT AND, AS A CONSEQUENCE, THE DAMAGE RESULTING FROM THE ORIGINAL ASSOCIATION OF THIS FAULT CAN BE ATTRIBUTED TO STEM FROM OUR AREA OF CONTROL AND ARE A RESULT OF GROSS NEGLIGENCE OR INTENT. WE ASSUME NO PRODUCT LIABILITY. WE EXCLUDE ALL LIABILITY FOR CONSEQUENTIAL DAMAGE AND OTHER PROPERTY DAMAGE OR FINANCIAL DAMAGE AND CLAIMS FROM THIRD PARTIES AGAINST THE CUSTOMER UNLESS THE MATTER AT ISSUE IS A CONSUMER TRANSACTION. THE CUSTOMER WILL NOT INITIATE CRIMINAL OR CIVIL ACTION AGAINST WKTRADE E.U.

XIV. RESERVATION OF PROPRIETARY RIGHTS AND THEIR ASSERTION

ALL GOODS ARE SUPPLIED SUBJECT TO RETENTION OF TITLE AND SHALL REMAIN OUR PROPERTY UNTIL FULL PAYMENT HAS BEEN RECEIVED. ASSERTION OF THE RESERVATION OF OWNERSHIP SHALL INVOLVE A WITHDRAWAL FROM THE CONTRACT ONLY IF THIS IS EXPLICITLY DECLARED. IN THE EVENT OF GOODS BEING RECOVERED, WE SHALL HAVE THE RIGHT TO CHARGE FOR ANY TRANSPORT AND MANIPULATION EXPENSES. IN CASES WHERE THIRD PARTIES ACCESS THE GOODS SUBJECT TO RESERVATION OF PROPRIETARY RIGHTS, PARTICULARLY IN THE CASE OF GARNISHMENT, THE CUSTOMER IS UNDER AN OBLIGATION TO INDICATE OUR OWNERSHIP AND TO INFORM US IMMEDIATELY. IF THE CUSTOMER IS A CONSUMER OR NOT A BUSINESS WHOSE NORMAL BUSINESS ACTIVITIES DO NOT INCLUDE TRADING WITH THE GOODS ACQUIRED FROM US, THE CUSTOMER SHALL NOT DISPOSE OVER THE GOODS UNDER RESERVATION OF OWNERSHIP UNTIL OPEN INVOICES FOR THE PURCHASE PRICE HAVE BEEN SETTLED IN FULL AND MAY, IN PARTICULAR, NEITHER SELL, PAWN, GIVE AWAY OR LOAN SAID GOODS. THE CUSTOMER SHALL BEAR THE FULL RISK FOR THE RESERVATION PRODUCT, PARTICULARLY FOR DANGER OF THE DECLINE, THE LOSS OR THE DETERIORATION.

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XV. TYPES OF ASSIGNMENT

IN THE EVENT OF DELIVERY UNDER RESERVATION OF OWNERSHIP, THE CUSTOMER SHALL HAVE ALREADY ASSIGNED THEIR CLAIMS AGAINST THIRD PARTIES TO US FOR PAYMENT, INSOFAR AS THESE ARISE THROUGH THE SALE OR PROCESSING OF OUR GOODS, UNTIL FINAL SETTLEMENT OF OUR OPEN DEBT CLAIMS. THE CUSTOMER IS TO NAME THEIR BUYER TO US UPON REQUEST AND MUST NOTIFY THEIR BUYER OF THE ASSIGNMENT. THE ASSIGNMENT SHALL BE ENTERED IN THE BOOKS, IN PARTICULAR IN THE OUTSTANDING ITEMS LIST, AND BE INDICATED TO THE BUYER IN DELIVERY NOTES, INVOICES ETC. IF THE CUSTOMER IS IN ARREARS WITH THEIR PAYMENTS AGAINST US, THE SALES REVENUE RECEIVED BY THEM SHALL BE SEPARATED FROM OTHERS AND THEY SHALL ONLY HOLD THESE ON OUR BEHALF. ANY CLAIMS AGAINST AN INSURER SHALL ALREADY HAVE BEEN ASSIGNED TO US WITHIN THE LIMITS OF SECTION §15 OF THE AUSTRIAN INSURANCE CONTRACT LAW. CLAIMS AGAINST US MAY NOT BE ASSIGNED WITHOUT OUR EXPRESSED AGREEMENT.

XVI. WITHHOLDING

THE BUYER IS NEVER ENTITLED TO WITHHOLD THE AMOUNT INVOICED. EVEN IN THE EVENT OF A COMPLAINT BEING SUBMITTED, THE CUSTOMER IS UNDER AN OBLIGATION TO PAY THE INVOICES AGREED UPON.

XVII. CHOICE OF LAW, PLACE OF JURISDICTION

AUSTRIAN LAW APPLIES. THE APPLICABILITY OF THE UNIFIED UN LAW PERTAINING TO THE SALE OF GOODS IS EXPRESSLY EXCLUDED. THE CONTRACTUAL LANGUAGE SHALL BE GERMAN. THE PARTIES TO THE CONTRACT AGREE TO AUSTRIAN DOMESTIC JURISDICTION. IF THE CONTRACT IS NOT WITH A CONSUMER BUSINESS, ANY LITIGATIONS ARISING UNDER THE CONTRACT SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURT AT OUR COMPANY'S REGISTERED OFFICES. IF THE CONSUMER HAS THEIR PLACE OF RESIDENCE OR THEIR HABITUAL PLACE OF RESIDENCE OR IS EMPLOYED WITHIN THE DOMESTIC TERRITORY, THE JURISDICTION OF THE COURT IS CONFERRED IN ANY LEGAL ACTION AGAINST HIM IN ACCORDANCE WITH SECTIONS §§88, 89, 93 PARAGRAPHS 2 AND 104 PARAGRAPH 1 OF THE AUSTRIAN COURT JURISDICTION ACT TO THE COURT IN THE JUDICIAL DISTRICT OF THE PLACE OF RESIDENCE, THE HABITUAL PLACE OF RESIDENCE OR THE PLACE OF EMPLOYMENT; THIS DOES NOT APPLY TO ANY DISPUTES ALREADY EXISTING. FOR ANY DISPUTES BROUGHT ARISING FROM THE CONTRACT THE MANDATORY PROVISIONS OF THE LAW IN THE COUNTRY OF CONSUMPTION TO BE APPLIED ARE THOSE OF THE COUNTRY OF THE CONSUMER'S HABITUAL RESIDENCE.

XVIII. DATA PROTECTION, CHANGE OF ADDRESS AND COPYRIGHT

THE CUSTOMER GIVES THEIR CONSENT TO THE PERSONAL DATA CONTAINED IN THE CONTRACT OF SALE IN FULFILLMENT OF THIS CONTRACT BEING SAVED AND PROCESSED AUTOMATICALLY BY US. THESE DATA ARE EXCLUSIVELY AVAILABLE TO THE ACCOUNTING DEPARTMENT, FOR DELIVERY PURPOSES AND IN FULFILLMENT OF THE CONTRACT. THE CUSTOMER IS UNDER AN OBLIGATION TO MAKE KNOWN TO US ANY CHANGES TO THEIR RESIDENTIAL OR BUSINESS ADDRESSES, AS LONG AS THE CONTRACTUAL OBLIGATIONS OF THE LEGAL TRANSACTION HAVE NOT BEEN MUTUALLY FULFILLED. IN THE EVENT SUCH NOTIFICATION IS NOT GIVEN, DECLARATIONS SHALL ALSO BE DEEMED TO HAVE BEEN DELIVERED IF THEY HAVE BEEN SENT TO THE LAST NOTIFIED ADDRESS. PLANS, SKETCHES OR OTHER TECHNICAL MATERIALS AS WELL AS SAMPLES, CATALOGUES, BROCHURES, IMAGES AND THE LIKE SHALL INVARIABLY

REMAIN OUR INTELLECTUAL PROPERTY; THE CUSTOMER SHALL NOT BE GRANTED USAGE OR EXPLOITATION RIGHTS OF ANY KIND WHATSOEVER. IF DESIRED WE SHALL SEND PROMOTION MATERIAL (CATALOGUE, FLYERS, NEWSLETTERS) TO THE ADDRESS PROVIDED BY THE CUSTOMER. THE DELIVERY OF PROMOTION MATERIAL MAY BE REVOKED AT ANY TIME. UNDER NO CIRCUMSTANCES DO WE PROVIDE ANY OF THE CUSTOMER'S PERSONAL DATA, INCLUDING EMAIL ADDRESSES, TO THIRD PARTIES. SERVICE PARTNERS WHO NEED FURTHER INFORMATION FOR ORDER PROCESSING ARE EXCLUDED.

THESE SERVICE PARTNERS INCLUDE TRANSPORT COMPANIES. TRANSFERENCE OF DATA TO SERVICE PARTNERS IS MADE IN ACCORDANCE WITH THE CONDITIONS OF THE AUSTRIAN DATA PROTECTION ACT (DPA) AND THE SCOPE OF THE TRANSFERENCE IS LIMITED TO THE NECESSARY MINIMUM. THE PROTECTION OF YOUR PRIVACY IS VERY IMPORTANT TO US. HEREINAFTER WE WILL INFORM YOU OF OUR HANDLING OF YOUR DATA IN MORE DETAIL.

XIV. FINAL CLAUSE

TO SECURE OUR TRADING BUSINESS, THE CUSTOMER AGREES, THAT HE NEVER CONTACTS OR WILL ORDER DIRECTLY FROM THE PRODUCER OR THE COMPANY OF PLACE OF LOADING. WHEN THE CUSTOMER IGNORES OUR CLAUSE, THEN HE IS BREACHING THE CONTRACT AND OUR GENERAL TERMS AND CONDITIONS ON PURPOSE AND HAS TO PAY THE VIOLATION FEE OF EUR 500.000 FOR CONTACTING OR ORDERING FROM THE PRODUCER OR THE COMPANY OF PLACE OF LOADING. IF ONE OR SEVERAL OF THE CLAUSES CONTAINED HEREIN ARE INVALID, THE VALIDITY OF NEITHER THE REMAINING CONDITIONS NOR THE UNDERLYING LEGAL RELATIONSHIP WILL BE AFFECTED.