



1. Application of General Business Conditions

- 1.1 Unless expressly agreed to the contrary, these General Business Conditions (GBC) apply to all business relationships between Robert Schindele GesmbH, Kicking 18, 3122 Gansbach ("we", "us") and the Customer.
- 1.2 The Customer accepts these GBC with the submission of his contractual declaration (see section 2). Conclusions of contract are only possible subject to these conditions. Varying, contrary, restrictive or supplementary business conditions and provisions of the Customer must be expressly agreed to by us for these to become an integral part of the contract in an individual case. In particular, contractual performance actions by us shall not be treated as agreement to any conditions at variance to our GBC.
- 1.3 In case of several conclusions of contracts apart in time, the valid and published (at our homepage <http://www.mineralien.co.at/downloads/gbc.pdf>) version of our GBC at the time of Customers contractual declaration (see section 2) will apply. Several conclusions of contracts by us with a specific Customer do not constitute a continuing obligation or any right of the Customer for new purchase contracts with us in the future, as long as there is no explicit written conclusion of a respective framework agreement.

2. Conclusion of contract

- 2.1 The presentation of our products on our website and in our folders does not represent an offer in the legal sense.
- 2.2 We shall announce the prices for our products after contact has been made by the Customer. An order subsequently forwarded by the Customer constitutes a binding offer and his contractual declaration on the basis of these GBC in the legal sense.
- 2.3 Acceptance by us shall be by way of a separate confirmation of order sent in writing or by way of actual delivery of the ordered goods. We are entitled to also accept orders in part only or to decline them without stating reasons.

3. Price, delivery and despatch costs

- 3.1 Unless agreed to the contrary, the prices announced by us and based upon a possible contract shall be deemed ex works, which means in particular excluding postage/despatch, packaging, customs and insurance. Our prices include the statutory turnover tax (value added tax – "VAT").
- 3.2 If a non-Austrian Customer submits a valid UID number, Austrian VAT shall not be charged.
- 3.3 Insofar as the Customer requests and it is confirmed by us in writing, we shall also undertake the organisation of the despatch. The current transportation costs can be seen on our website under <http://www.mineralien.co.at/de/transportkosten.html>.



3.4 The choice of transporter shall be at our discretion, although without any warranty for choice of the fastest and cheapest form of despatch. We shall pass on to the Customer as despatch costs the transportation costs paid by us. These costs will be provided to the Customer upon his request pursuant to section 3.3, but before any obligation of the Customer does arise.

4. Delivery date and delivery

- 4.1 In the absence of express written agreement to the contrary for the individual case in question, delivery dates and time limits shall be non-binding.
- 4.2 In each case the time limit for delivery shall be extended by the duration of the impediment where delay is caused by circumstances not attributable to the intentions of and without the parties' fault, such as cases of force majeure, unforeseen interruptions of business, interventions by authorities, transportation and customs clearance delays, damage in transport, rejection of important production parts and labour disputes.
- 4.3 Delivery shall be to the address for delivery stated by the Customer. Possible additional costs caused by or within the sphere of the Customer, such as stating an incorrect address for delivery, shall be borne by the Customer.
- 4.4 In the absence of an express agreement to the contrary, the costs of transportation (cf. sections 3.1, 3.3 and 3.4) shall be borne by the Customer. The risk of accidental destruction and accidental deterioration of the goods shall pass to the Customer on handing over to the transporter, as long as we have received full payment for the respective goods so that they are owned by the Customer.

5. Conditions of payment

- 5.1 Unless otherwise agreed in writing, our outstanding accounts shall be paid in full and without deduction prior to the handing over of the ordered goods. Our outstanding accounts shall be due, without delay but upon 14 days at the latest, on the date following the receipt of our invoice and shall be remitted to our designated account.
- 5.2 In the event of negligent default in payment by the Customer, we shall charge the statutory, annual default interest of 4 percent in case of a consumer transaction and in case of a business transaction at the rate of 9,2 percentage points above the base interest rate. We shall additionally be entitled to demand from the Customer compound interest of 4 percent commencing from the due date.



6. Reminder and collection charges

- 6.1 In the event of negligent default by a consumer within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz – "KSchG"), the Customer is obliged to bear the actual costs and expenses required for an expedient legal prosecution incurred by us, particularly costs of a collection agency, resulting from the applicable directives for maximum fees in collection proceedings, as well as the costs of attorneys pursuant to the Austrian Attorneys' Fees Act (Rechtsanwaltstarifgesetz).
- 6.2 In the event of default by an entrepreneur within the meaning of the Austrian Commercial Code (Unternehmensgesetzbuch – "UGB"), the entrepreneur engages to bear lump sum debt collection costs irrespective of the invoiced amount in the amount of EUR 40 per collection event, additionally to any payments according to section 6.1.
- 6.3 In addition, fault-based compensation shall be paid for each additional loss, in particular, but not limited to, losses we incur, following non-payment, as a result of, for example, correspondingly higher interest on possible credit accounts.

7. Rescission of the contract by us

- 7.1 For important reasons, which make it unreasonable for us to adhere to the contract, in particular in the case of negligent default in payment (cf. section 5.2) or other conduct by the Customer in breach of contract, we shall – after a reasonable period of grace has been set – be entitled to rescind the contract.
- 7.2 In the case of rescission by us, payments already reciprocally received shall be returned without delay.

8. Right and consequences of rescission for consumers pursuant to KSchG and the Austrian Distance and Off-Premises Contracts Act (Fern- und Auswärtsgeschäfte-Gesetz – FAGG)

- 8.1 If the Customer is a consumer within the meaning of the KSchG and if he has concluded this contract with us as a distance contract or off-premises, he can rescind the contract from this time onwards up until the expiration of the time limits stated in sections 8.2 without giving any reason. To rescind, the Customer has to inform us with an unequivocal statement (eg, a letter sent via post, fax or email) setting out his decision to withdraw from the contract. The rescission is not subject to a specific form. The Customer may use the attached model withdrawal form.
- 8.2 The time limit for rescission is 14 calendar days, from the day on which the consumer or a third party indicated by the consumer, other than the carrier, acquires physical possession of the goods or the last partial delivery. For contracts concerning the provision of services, from the date of conclusion of the contract.



- 8.3 The consumer shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to us. The deadline shall be met if the consumer dispatches the goods before the period of 14 days has expired.
- 8.4 The consumer shall bear the direct cost of returning the goods. The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.
- 8.5 If we fail to fulfil our obligations to provide information pursuant to section 4 (1) (8) FAGG the time limit for rescission shall be extended by twelve months from the time limit stated in section 8.2. If we fulfil our information obligations within this extended time limit, the time limit for exercising the right of rescission stated in section 8.2 shall commence at the time of conveyance of the information by us.
- 8.6 The consumer has no right of rescission regarding any contracts listed in section 18 FAGG.
- 8.7 If the Customer withdraws from a contract, we shall reimburse to him all payments received from him, including the costs of delivery (with the exception of additional costs resulting from the Customer's choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day of receipt the Customer's decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless he has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of such reimbursement.

9. Reservation of ownership

- 9.1 The goods delivered by us shall remain in our ownership until full payments of our outstanding accounts from the respective delivery.
- 9.2 For the duration of the reservation of ownership the customer is under an obligation to handle the goods with care. The Customer shall inform us without delay of all seizures of the goods by third parties, in particular of enforcement measures, as well as damage or destruction of the goods. The Customer shall compensate us for all losses and costs arising as a result of a negligent breach of these obligations and through necessary intervention measures against seizures of the goods by third parties.



9.3 The Customer is entitled to resell the goods, which are under reservation of ownership, in the ordinary course of business. The Customer for this case hereby assigns to us all claims in the amount of invoice which accrue to him against a third party as a result of the resale, and engages to make an appropriate note (eg, in his books or on his invoices). We hereby explicitly accept the assignment. We reserve the right to collect the outstanding account ourselves as soon as the Customer fails to fulfil his payment obligations in an orderly manner and falls into default in payment.

10. Warranty

- 10.1 With regard to our detailed information and advice on effects as well as indications for intake of our products, we refer to the folder accompanying the delivery or the folder downloadable at any time in the 'Services' section of our website http://www.mineralien.co.at/files/en/Schindeles_folder.pdf. However, we undertake no warranty for the effects of our products. In particular, our products are not permitted to be transferred into other containers, mixed with other products or relabelled without our express written consent.
- 10.2 Unless otherwise agreed below with entrepreneurs, in the event of defects in goods, the statutory warranty provisions apply to customers. A warranty shall not be deemed to apply in the case of losses caused by improper use or handling of the products. The same applies to normal wear and tear.
- 10.3 Due to the resolution and size, the colour and size of the product illustrations on the website and/or in our folders can vary from the appearance of the products delivered. The delivered goods shall be deemed in conformity with the contract if the delivered items correspond with the further specification in the accompanying folder and/or the folder made available in the download section, as well as the further information on the website.
- 10.4 Insofar as the Customer is a consumer within the meaning of the KSchG he shall, if possible after receipt of the delivered goods, examine them with regard to completeness, correctness and other freedom from defect, in particular the intactness of the packaging, and inform us of possible defects by email to support@mineralien.co.at and provide a brief description of these defects. This shall merely serve the purpose of faster and more effective processing of possible claims for defects. A breach of this obligation shall not lead to any restriction of the statutory warranty rights of the consumer.



- 10.5 If a return of the goods to us is requested by the Customer and the goods are in fact defective, we shall bear the relevant costs. Otherwise, possible costs of despatch shall be borne by the consumer. Therefore, defective goods shall only be returned by our explicit request.
- 10.6 If the Customer is an entrepreneur, he shall, if possible after receipt of the delivered goods, examine them with regard to completeness, correctness and other freedom from defect, in particular the intactness of the packaging. If there are defects, he shall notify this by email to support@mineralien.co.at, within an appropriate time period and at the latest four calendar days after receipt of the goods. If the entrepreneur does not give such notification within the time limit, the delivery shall be deemed to be approved and all claims, e.g. warranty, avoidance on account of mistake or compensation on account of a subsequently alleged deviation or defect (section 377 UGB), shall thereby be inapplicable. This also applies in respect of possible wrong deliveries or deviations in the quantity supplied.
- 10.7 If the Customer is an entrepreneur, it is our exclusive responsibility to select the legal remedy to remove a defect notified within the time limit. We are also at liberty to annul the agreement immediately (redhibition).
- 10.8 If the Customer is an entrepreneur, he shall bear the costs of returning the goods for repair and/or for exchange.

11. Liability

- 11.1 We are liable for losses in accordance with the statutory provisions. However, liability is excluded for losses caused by minor negligence. This limitation of liability does not apply to losses arising from injury to life, the body or to the health of human beings and to claims under the Austrian Product Liability Act (Produkthaftungsgesetz).
- 11.2 Customers who are entrepreneurs have to prove the existence of intention or gross negligence and assert claims for damages within one year from the passing of the risk. The provisions concerning damages contained in these General Business Conditions or otherwise agreed shall also apply if the claim for damages is asserted in addition to or instead of a warranty claim.
- 11.3 If the Customer is an entrepreneur, possible claims of recourse within the meaning of § 12 of the Austrian Product Liability Act are excluded, unless the party entitled to recourse proves that the fault was caused within our area of responsibility and had been due at least to gross negligence.



12. Prohibition of refusal to perform and prohibition of withholding

Justified complaints shall not create an entitlement for Customers who are not entrepreneurs to withhold the entire amount of invoice, but only a reasonable portion of the amount of invoice. The legal right of withholding for the consumers is by no means limited by this provision.

13. Prohibition of further processing our products

Without our explicit consent, our products shall not be decanted, mixed with other products or re-labeled. If the Customer is an entrepreneur, our consent must be in written form in order to be effective.

14. Data protection, change of address, copyright, confidentiality

14.1 With activation of the box for data protection, the Customer gives his explicit consent to the storage and processing of personal data (such as name, address, email, telephone number and address for delivery) disclosed by him in the course of conclusion of the contract, for own marketing purposes and particularly for receiving text messages and emails for promotional purposes pursuant to section 107 of the Austrian Telecommunications Act (Telekommunikationsgesetz – "TKG"). Both consents can, also separately from each other, be revoked at any time (e.g. by email to support@mineralien.co.at)

14.2 The Customer is under an obligation to notify us immediately of changes to his residential and/or business address as well as contact data during the maintenance of the business relationship. If he fails to provide such notification, declarations shall be deemed to have been received if they are sent to the address last notified by the Customer.

14.3 Price lists and other documents such as brochures, catalogues, samples, presentations and suchlike, remain our intellectual property. The Customer shall not be granted any rights to use the work, rights of exploitation of any kind whatsoever. Every use, in particular the passing on, reproduction, publication and making available, requires our express consent. All documents listed above can be demanded back by us at any time and shall in any event be returned to us without delay if no contract comes into being on the basis of these General Business Conditions.

14.4 The Customer additionally is obliged to keep confidential disclosed information about us acquired from the business relationship.

15. Place of performance, legal venue, choice of law, other provisions

- 15.1 The place of performance for all services provided on the basis of these General Business Conditions is the domicile of our enterprise in Kicking 18, A- 3122 Gansbach, Austria.
- 15.2 For business transactions and for consumer transactions where at the time of issue of proceedings the consumer has neither domicile nor usual place of residence in Austria, and is not employed within the country, the agreed exclusive legal venue for all disputes arising from this contract is the court with territorial jurisdiction and jurisdiction regarding subject matter for 3122 Gansbach. If the Customer is an entrepreneur, the exclusive place of venue shall apply in any case. Our power in this case to also appeal to another court with jurisdiction for the Customer remains unaffected thereby.
- 15.3 The substantive law of the Republic of Austria applies exclusively, except for principles on conflicts of law and UN law on the international sale of goods. For consumers, this choice of law only applies insofar as mandatory provisions of the law of the state in which he has his usual place of residence are not displaced.
- 15.4 Should individual provisions of these General Business Conditions be ineffective in full or in part, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. In the case of contracts with entrepreneurs, the fully or partially ineffective provision shall be replaced by a provision approximating as closely as possible to the meaning and purpose of the ineffective provision.
- 15.5 Amendments and supplements to a contract with us must be in the written form. This also applies to the removal of this formal requirement. Declarations in the form of faxes, emails or other technical media are also deemed to be in the written form.

version updated as of 13 June 2014



Withdrawal Form

If you would like to withdraw from the contract, please fill out this form and send it back to us.

- To: Robert Schindele GesmbH, Kicking 18, A-3122 Gansbach, Austria; or e-mail to: info@mineralien.co.at; or telefax to: +43 2753 289 3

- I/we (*) herewith withdraw from the contract concluded by me/us (*) regarding the purchase of the following goods (*) / the provision of the following services (*)

- Ordered on (*) / received on (*)

- Name of the consumer(s)

- Address of the consumer

- Signature of the consumer (only applicable for paper communication)

- Date

(*) delete non-applicable parts

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