

GENERAL TERMS AND CONDITIONS OF GABRIEL-GLAS GMBH

Version September 2024

1. AREA OF APPLICATION

- 1.1. These General Terms and Conditions ("GTC") apply to all offers, sales and deliveries of products by Gabriel-Glas GmbH, FN 343370 g, with its registered office in Hallein and business address at Schwarzstraße 9, 5400 Hallein, Salzburg ("*Gabriel-Glas*") based on orders placed in the Gabriel-Glas online shop at <https://www.gabriel-glas.at/shop/> ("*online shop*") or by email from customers who are consumers within the meaning of the Austrian Consumer Protection Act ("*KSchG*") ("*consumer customers*") and entrepreneurs within the meaning of the Austrian Commercial Code ("*UGB*") ("*business customers*") ("*consumer customers*" and "*business customers*" together as "*customers*").
- 1.2. Supplementary or deviating terms and conditions of the customer are not valid. In order to be legally effective, they must be expressly acknowledged by Gabriel-Glas in writing and signed by the company. If Gabriel-Glas performs actions to fulfill the contract, this does not constitute consent to contractual conditions that deviate from these General Terms and Conditions.
- 1.3. By ordering the products and goods sold by Gabriel-Glas in the online shop ("*products*" or "*goods*"), the customer is deemed to have expressly accepted these GTC as binding, irrespective of any confirmation to this effect.
- 1.4. Gabriel-Glas reserves the right to amend these GTC at any time; the GTC in the version valid at the time of the customer's order shall apply.

2. CONCLUSION OF CONTRACT

- 2.1. Gabriel-Glas accepts orders via the online shop for consumer customers and by e-mail for business customers.
- 2.2. Online shop: All offers, presentations and advertisements from Gabriel-Glas listed in the online store are non-binding and are to be understood as an invitation to the customer to make an offer ("*order*"). The customer's order therefore represents a binding offer.
 - 2.2.1. To place an order, the consumer customer must fill in all mandatory fields (marked with an asterisk) of the online order form completely and correctly. Gabriel-Glas confirms the receipt of the order by automatically sending an e-mail to the e-mail address provided by the consumer customer. Anyway, this does not constitute acceptance of the order. Orders are only processed during normal business hours (Central European Time), which are published on the Gabriel-Glas website. Orders placed outside of

business hours are regarded to have been received at the start of business hours on the next working day.

2.2.2. Gabriel-Glas accepts the consumer customer's offer by actually delivering the ordered products. Gabriel-Glas is entitled to reject an order, for example if there is insufficient stock, but also without giving reasons. Orders are legally effective and binding for the customer by clicking on the "Order with obligation to pay" field (the right of withdrawal in accordance with point 3 of these GTC remains unaffected).

2.3. Order process for business customers

2.3.1. Business customers are asked to contact office@gabriel-glas.at by e-mail and declare themselves as business customers. They will then receive a corresponding price list and an order confirmation, which is binding for 30 days. Upon confirmation of the order confirmation (=acceptance), the order is deemed to have been effectively placed and the contract concluded.

3. RIGHT OF WITHDRAWAL FOR CONSUMER CUSTOMERS

3.1. A consumer customer has the right to withdraw from a contract concluded in the online shop without giving reasons.

3.2. The period for exercising this right of withdrawal is 14 (fourteen) days from the day on which the consumer customer or a third party designated by the consumer customer, who is not the carrier, has taken possession of the ordered products. In the case of a purchase contract for several products that are sent in partial shipments, the period for exercising this right of withdrawal is 14 (fourteen) days from the day on which the consumer customer or a third party designated by him has taken possession of the last partial shipment, the last product or the last item.

3.3. In order to exercise the right of withdrawal, the consumer customer must inform Gabriel-Glas (Gabriel-Glas GmbH, Schwarzstraße 9, A-5400 Hallein, Tel. +43 62 457 115611, Fax. +43 62 457 115612, office@gabriel-glas.at) of his decision to withdraw from a purchase contract concluded in the online shop by means of a clear declaration (e.g. by letter sent by post, by telephone or by e-mail). The [model withdrawal form](#) can be used for the withdrawal, but this is not mandatory. In any case, the consumer's declaration must clearly state the intention to withdraw. Dispatch within the withdrawal period is sufficient for the timeliness of the withdrawal. The day of acceptance is not included in the time limit. Saturdays, Sundays and public holidays are included in the calculation of the deadline. The consumer customer is responsible for proving that the withdrawal was made in good time.

3.4. Consequences of withdrawal: If a consumer customer withdraws from a contract concluded in the online shop, Gabriel-Glas must repay the consumer customer all payments that Gabriel-Glas has received from the consumer customer, including any delivery costs (with the exception of additional costs resulting from the consumer customer choosing a different type of delivery than the cheapest standard delivery offered by Gabriel-Glas), immediately and at the latest within 14 (fourteen) days from the day on which Gabriel-Glas receives notification of the consumer customer's withdrawal. Gabriel-Glas uses the same method of

payment for this repayment as the consumer customer used for the original transaction, unless expressly agreed otherwise with the customer; in no case will the consumer customer be charged any fees by Gabriel-Glas for this repayment. Gabriel-Glas may refuse repayment until it has received the products back or until the consumer customer has provided proof that they have returned the products, whichever is earlier.

- 3.5. The consumer customer must return or hand over the products to Gabriel-Glas (Schwarzstraße 9, A-5400 Hallein) without delay and in any case within 14 (fourteen) days at the latest from the day on which they inform Gabriel-Glas of their withdrawal. The deadline is met if the consumer customer sends the products before the 14 (fourteen) day period has expired. The direct costs of returning the products shall be carried by the consumer customer.
- 3.6. The consumer customer shall only be liable for any loss in value of the products if this loss in value is due to handling of the products that is not necessary for checking the quality, properties and functionality of the goods.
- 3.7. Contracts for refined, engraved or otherwise personalized products cannot be revoked.

4. PRICES AND DELIVERY COSTS

4.1. Consumer customers

- 4.1.1. All prices shown in the online shop are gross prices in euros, including statutory taxes and duties, but excluding any packaging and delivery costs.
- 4.1.2. The consumer customer shall bear the costs incurred for delivery. The delivery costs are displayed in the online shop after correct selection in the shopping cart.
- 4.1.3. In the case of delivery outside of Austria, additional customs duties and/or taxes may apply, including any import or export duties and excise taxes, which may lead to a change in the gross prices offered. Such customs duties and/or taxes shall be carried by the consumer customer in the respective statutory amount. Furthermore, deliveries outside Austria are only made to the delivery countries listed on the Gabriel-Glas website and only if there are no legal or disproportionate logistical obstacles to delivery. If the customer's desired country is not among the delivery countries, a local dealer can be found to purchase the products if necessary.
- 4.1.4. The prices stated in the online shop are always non-binding, unless expressly stated otherwise in individual cases. If the prices change by the time the customer places the order, Gabriel-Glas is entitled to adjust the prices accordingly and to show the correct price in the order confirmation sent by e-mail. In this case, the purchase contract is concluded when the customer has accepted the offer with the new price shown.

4.2. Business customers

Business customers receive a price list by e-mail before their first order. The current prices are shown in the order confirmation, which is binding for 30 days.

5. TERMS OF PAYMENT

- 5.1. The following applies to consumer customers: The purchase price is due upon completion of the payable order process, even in the case of partial deliveries. The consumer customer may only pay the purchase price including ancillary services using a method of payment specified in the online shop. The specified method of payment will be debited before the order is sent to the delivery address specified by the customer.
- 5.2. The ordered products will only be dispatched to the delivery address specified by the customer if the entire purchase price including ancillary charges can be debited from the means of payment specified by the customer.

6. DELIVERY

- 6.3. Deliveries are made in accordance with operational possibilities. Any delivery times communicated are for information purposes only and are non-binding.
- 6.4. In the absence of special instructions from the customer, Gabriel-Glas chooses the mode of transport and carrier. Upon delivery, use and risk are transferred to the consumer customer as soon as the goods are handed over to the customer or to a third party designated by the customer other than the carrier. However, if the consumer customer has concluded the transportation contract himself or has instructed Gabriel-Glas to conclude such a contract, the risk is transferred to the carrier as soon as the goods are handed over.
- 6.5. In the case of business customers, the transfer of risk shall take place when the goods are handed over to the carrier.
- 6.6. The customer is obliged to ensure the proper acceptance of the ordered products. In the event of incorrect, incomplete or unclear address details provided by the customer, the customer shall bear all resulting costs. In the event of non-acceptance of ordered products, Gabriel-Glas is entitled to demand compensation for the additional expenses incurred as a result, such as wasted transportation costs.

7. WARRANTY AND DAMAGE COMPENSATION

- 7.1 Gabriel-Glas is liable, regardless of fault, for products that are defective on delivery within the meaning of Austrian warranty law. Despite strict quality controls, sample and/or size deviations may occur, particularly with handmade products, but also with machine-produced products. Furthermore, the manufacturing of glass products may result in minor deviations in products from the same series - particularly with regard to size and/or weight - for technical and material reasons, which cannot be influenced or prevented even if the highest standards and controls are applied. Such deviations, especially in comparison to previous deliveries of the same product, are not defects within the meaning of warranty law and do not entitle to warranty claims.
- 7.2 Should defects occur, business customers are obliged to notify Gabriel-Glas of these defects in writing without delay, at the latest within 10 days (obligation to give notice of defects in accordance with §§ 377f UGB).
- 7.3 Instructions for use must be observed.

- 7.4 Gabriel-Glas is only liable for damages beyond warranty cases, with the exception of damage to persons, in the event of intent and gross negligence.
- 7.5 Finishing of any kind (e.g. engraving, silk-screen printing, etc.) that was not produced or commissioned by Gabriel-Glas is carried out at the sole responsibility and risk of the customer. Gabriel-Glas accepts no responsibility or liability in this respect, particularly if heavy metals or other harmful substances are applied to the products as a result of such processes, or if such finishes are not water-resistant or dishwasher-safe.
- 7.6 The statutory warranty rights apply to business customers with the proviso that the warranty period is one year (§ 933 subsection 4 ABGB [Austrian Civil Code]).
- 7.7 Gabriel-Glas does not give any assurances or guarantees to customers regarding the products beyond those provided for in these GTC and, where applicable, on the Gabriel-Glas website. Implied warranties, including those regarding suitability for a specific purpose, are hereby expressly excluded to the extent permitted by law.

8. RETENTION OF TITLE

Products remain the property of Gabriel-Glas until full payment has been made. If the customer receives products before full payment has been made, the customer is obliged to treat the products with care until full payment has been made and may not freely dispose of them; in particular, customers may not pass the products on to third parties or pledge them. The customer shall bear the risk for the retained goods, in particular for the risk of destruction, loss or deterioration.

9. INTELLECTUAL PROPERTY

- 9.1. All intellectual property rights and other claims, such as copyrights, trademark rights, patent rights and/or design rights in relation to the products, the product designs, the glassware samples and the designs of the glassware and prototypes are the exclusive property of Gabriel-Glas and remain the sole and exclusive property of Gabriel-Glas.
- 9.2. Any use of Gabriel-Glas intellectual property rights and photos or video recordings thereof in publications, electronic (Internet) advertising, social media platforms such as Facebook, Twitter, Instagram, etc. is only permitted with the prior written consent of Gabriel-Glas. The statutory provisions apply.

10. DATA PROTECTION

Data protection is important to Gabriel-Glas. Information on the subject of data protection can be found in the [privacy policy](#).

11. APPLICABLE LAW, PLACE OF JURISDICTION

- 11.1. These GTC are subject to Austrian law to the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. This choice of law shall not affect the applicability of more favorable mandatory provisions for the consumer customer.
- 11.2. The District Court of Hallein, Austria, or the Regional Court of Salzburg, Austria, shall have exclusive jurisdiction for disputes arising from the contract concluded with the customer or the GTC on which the contract is based. The place of fulfillment is agreed to be the registered office of Gabriel-Glas in 5400 Hallein, Austria. Mandatory consumer jurisdictions remain unaffected.

12. ONLINE DISPUTE RESOLUTION

The EU Commission has provided an online platform for online dispute resolution at the following link: <https://ec.europa.eu/consumers/odr/>.

13. FINAL CLAUSES

- 13.1. Should a clause of these GTC be invalid, this shall not affect the validity of the remaining clauses. In this case, the customer and Gabriel-Glas undertake to immediately agree a new effective clause that comes as close as possible to the economic purpose of the invalid clause.
- 13.2. The customer is obliged to inform Gabriel-Glas immediately by email to office@gabriel-glas.at of any changes to their name, contact details, in particular their email address or address, or a change of residence/delivery location. If this is not done, any written notification or delivery made to the customer's last known (delivery) address is deemed to have been effectively delivered.
- 13.3. Any transfer of rights from the contract concluded with Gabriel-Glas based on these GTC to third parties requires the prior written consent of Gabriel-Glas.