

**General terms and conditions (GTC) of
Bellutti GmbH – Niederlassung Wien, 1230 Wien**

1.

By placing this order, the customer agrees to fully accept the terms and conditions of BELLUTTI GMBH – NL WIEN set out herein. These terms and conditions will also apply to all future business relationships of the customer with BELLUTTI GMBH – NL WIEN. Other contract conditions, particularly the customer's terms and conditions, are automatically null and void. Other contract conditions only apply if they have been expressly agreed upon in written form by BELLUTTI GMBH – NL WIEN. Amendments of, and supplements to these terms and conditions shall be drawn up in writing; verbal subsidiary agreements require written confirmation. This also applies to any waiver of the written form agreement.

2.

The customer shall pay value added tax, turnover tax on imports, possible customs duties, any compensatory levy, and any other comparable levy additionally to the price agreed upon. Payment is due as stated on the respective invoice. Bills of exchange and cheques will only be accepted on account of performance; bills of exchanges will further only be accepted following a written agreement between BELLUTTI GMBH – NL WIEN and the customer. Upon delay of payment, the buyer shall pay an annual default interest of 9% plus VAT. All payments must be made in EURO to the account specified by BELLUTTI GMBH – NL WIEN, and in the form specified by BELLUTTI GMBH – NL WIEN. The customer shall reimburse BELLUTTI GMBH – NL WIEN for all pretrial costs arising from BELLUTTI GMBH – NL WIEN's prosecution of their rights, in particular dunning costs, collection expenses, statement charges, and possible subsistence expenses and investigation expenses.

If payment conditions are not satisfied, all claims of BELLUTTI GMBH – NL WIEN will be due immediately. BELLUTTI GMBH – NL WIEN shall then be entitled to provide further supplies or services only against advance payment, and to withdraw from the contract after setting an appropriate payment grace period; BELLUTTI GMBH – NL WIEN shall further be entitled to demand compensation for non-performance. Offsetting and retention on the part of the customer is invalid. BELLUTTI GMBH – NL WIEN shall be entitled to credit payments to any accounts, regardless their dedication.

Any changes to already issued invoices will be charged with EUR 38,-- net.

General payment terms are 14 days net; for first-time customers BELLUTTI GMBH – NL WIEN will demand a 50% down payment. Any other payment terms have to be agreed upon in written between BELLUTTI GMBH – NL WIEN and the customer.

3.

Any violation of the agreement by the customer, particularly default in payment, shall entitle BELLUTTI GMBH – NL WIEN to withdraw from a contract that has not yet been fulfilled, or not yet been completely fulfilled. Particularly the following reasons shall entitle BELLUTTI GMBH – NL WIEN to withdraw from the contract: a) if the customer is in arrears with payment(s); b) if doubts have arisen as to the customer's financial solvency; c) if the customer seeks an out-of-court settlement with their creditors; d) if the customer declares insolvency or the application for opening insolvency proceedings is rejected due to lack of cost-covering assets; e) if the adherence to the agreed delivery date becomes impossible or unreasonably difficult due to unforeseeable circumstances, particularly if the customer fails to provide BELLUTTI GMBH – NL WIEN with the primary products required for the service (e.g. dias) in time.

4.

All offers are subject to confirmation and non-binding. The acceptance of offers by BELLUTTI GMBH – NL WIEN is validated after sending the order confirmation or upon commencement of order performance. All orders require written confirmation to be legally effective. Upon the customer's signature of the offer, the customer shall be bound to this offer for the period of one month. After this period, the customer can withdraw from the offer by means of a written declaration after setting an appropriate grace period.

5.

Delivery periods are non-binding insofar as they have not been explicitly agreed on to be binding in the order confirmation. BELLUTTI GMBH – NL WIEN seeks to adhere to the delivery periods as stated. Claiming compensation for possible delays of delivery shall be excluded. If delivery becomes impossible due to force majeure or other circumstances including strikes, lock-downs, operational disruptions, scarcity of raw materials or supplies, and boycotts due to resolutions of international organizations, BELLUTTI GMBH – NL WIEN shall be exempted from the delivery obligation. In such a case, BELLUTTI GMBH – NL WIEN shall furthermore be entitled to withdraw from the contract for a period of two months after the occurrence of force majeure, or the respective circumstances, without the customer being entitled to claim compensation.

6.

Any risks and dangers shall be transferred to the customer with the dispatch of the goods or the handing over to the carrier. Any mode of delivery selected by BELLUTTI GMBH – NL WIEN shall be authorized insofar as no mode of delivery has been expressly requested. If the delivery is delayed due to circumstances for which BELLUTTI GMBH – NL WIEN is not responsible, any risks and dangers shall be transferred to the customer on the day of readiness for dispatch.

BELLUTTI GMBH – NL WIEN shall not be liable for carrier selection, or for the completion of transportation. The shipment shall be insured against the risks of theft, breakages, transport, fire, and water damages as well as against further requested insurable risks upon written request and at the expense of the customer.

7.

All goods delivered by BELLUTTI GMBH – NL WIEN shall remain the property of BELLUTTI GMBH – NL WIEN until full settlement of all outstanding accounts from the mutual business relationship. The customer is obliged to inform BELLUTTI GMBH – NL WIEN without delay, in writing, if the delivered goods are distrained or otherwise subjected to the intervention of any third party. Furthermore, the customer shall take any measures required to ensure the preservation of the rights of title of BELLUTTI GMBH – NL WIEN. Delivered goods shall neither be resold in return for payment nor be resold without payment during the period of retention of title.

8.

BELLUTTI GMBH – NL WIEN warrants conformity only with characteristics expressly warranted in writing, and only for period of six months after the delivery of goods to the customer. The same period applies to possible compensation claims of the customer. Warranty and compensation shall be excluded insofar complaints relating to the delivered goods have not been sent by registered mail within eight days after receipt of the goods. Compensation for damages caused by improper handling, use of force, and similar shall also be excluded. Furthermore, BELLUTTI GMBH – NL WIEN shall not be liable for slightly negligence of its staff or subcontractors. BELLUTTI GMBH – NL WIEN shall similarly not be liable for loss of profit, damages caused by a defective product, and material damage whose compensation is claimed due to the production liability law.

If product material provided by the customer or by third parties, in particular dias, photos, copies, or prints, become unusable or lost, BELLUTTI GMBH - NL WIEN shall be liable for no more than half of the actual material value of the provided items.

9.

BELLUTTI GMBH - NL WIEN shall not be liable for possible infringements of industrial property rights or the law of unfair competition.

10.

In case any provision of these general terms and conditions shall be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Such invalid term or provision shall be replaced with a valid and enforceable term or provision that will achieve, to the extent possible, the economic purposes of such invalid or unenforceable term or provision. Place of fulfillment is Vienna. All contracts are subject to Austrian law. The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable. The parties submit to the exclusive jurisdiction of the competent court in Vienna – inner city. All amendments and supplements to this contract shall be valid only if made in writing. This also applies to any waiver of the written form agreement.

General terms and conditions Issued January 2023. Valid until recalled. Errors and omissions excepted.