

General Terms and Conditions of Sale and Delivery

(as of July 1, 2022)

of Fanzoj Jagdwaffen GmbH, FN 96028v, LG Klagenfurt
Grießgasse 3, 9170 Ferlach
Telephone:
Fax:
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1. General

1.1. These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") apply to all legal transactions as well as to all deliveries of goods and services of Fanzoj Jagdwaffen GmbH (hereinafter referred to as "Fanzoj"), even if no express reference is made to them. Deviating general terms and conditions of the Buyer shall only apply with the prior express written consent of Fanzoj.

These GTC shall also apply if they were based on an initial order and they have not been expressly assigned to a further business relationship or, in the case of recurring services and orders on call, to the subsequent order.

1.2. For consumer transactions within the meaning of § 1 of the Consumer Protection Act (hereinafter referred to as "consumer transactions"), these GTC apply with the deviations regulated for consumer transactions (s. para. 12.).

1.3. The GTC are available for download

http://www.fanzoj.com/en/_pdf/Fanzoj-Conditions-and-Terms-of-Sale.pdf

2. Offer

Fanzoj's offers as well as the plans, sketches and drawings etc. on which they are based may not be made accessible to third parties without the prior express written consent of Fanzoj.

3. Contract

3.1. A contract is only concluded by written order confirmation by Fanzoj and the down-payment made by the Buyer in accordance with para. 4.4. By making the down-payment the Buyer accepts the order confirmation and once the down-payment has been accepted by Fanzoj, the Buyer shall have no right to cancel the order.

3.2. The Buyer is expressly informed that the representatives of Fanzoj are not entitled to make agreements that deviate from these GTC and/or the original order. Such agreements require written confirmation by Fanzoj.

3.3. Information in catalogues, brochures, etc. or fotos are non-binding and they only become part of the contract if expressly referred to in the order confirmation.

3.4. It is the Buyer's responsibility to comply with all legal requirements and to obtain all necessary licenses relating to the possession of the purchase.

4. Price | Terms of payment | Default of payment

4.1. The agreed prices are exclusive of value added tax, duties or other levies at the statutory rate and "ex works" (within the meaning of incoterms 2010) in Ferlach, unless expressly agreed otherwise.

4.2. Fanzoj's invoices are due for payment free of charge within 30 days of giving notice to the Buyer that the goods are ready for delivery. If the payment is delayed or not made in full by the due date, Fanzoj may charge 12% interest p.a.

4.3. Unless payment is made in full upon order confirmation Fanzoj is entitled to increase the price as a result of:

- an alteration in or addition to the Buyer's requirements;
- the Buyer's instructions or lack of instructions;
- any increase in costs and/or taxes or duties imposed as well as any fluctuation in the exchange rate.

4.4. Fanzoj is entitled to demand a down payment of 50% of the order amount. This must be paid within 8 days of receipt of the order confirmation issued by Fanzoj

and is in no event subject to refund. Fanzoj shall have the right to request a further deposit in the course of production. If the Buyer does not make the down payment or the deposit on time, Fanzoj shall not be obliged to deliver or perform.

4.5. The goods shall remain absolute property of Fanzoj and shall remain at Fanzoj's premises until full payment thereof has been made. If the price remains fully or totally unpaid for the period of 1 year since the date on which demand for such payment was made by Fanzoj, Fanzoj is entitled – without prejudice to any of its other rights – dispose of the goods upon their discretion and/or re-sell them.

5. Delivery | Transfer of risk | Default of acceptance

5.1. The delivery of goods takes place freely loaded "ex works" (within the meaning of incoterms 2010) by Fanzoj in Ferlach. All costs connected therewith have to be paid in addition to the price of Fanzoj (see para 4.).

5.2. The risk shall pass to the Buyer as soon as the goods have been handed over to the Buyer or the third party commissioned by him (e.g. freight forwarder), in the event of default of acceptance by the Buyer the risk passes from readiness for dispatch. This also applies if partial deliveries are made or Fanzoj itself carries out the transport to the place of destination on behalf of the Buyer.

5.3. The Buyer or the third party commissioned by him must himself arrange for the proper loading and/or anchoring of the goods. Fanzoj is not liable for loading or anchoring defects.

6. Warranty

6.1. Fanzoj expressly reserves the right to make changes and improvements to the agreed goods and services based on new experience and/or new scientific findings.

6.2. The Buyer must inspect deliveries and services of Fanzoj immediately after acceptance and notify in writing of recognizable defects or incorrect deliveries immediately, but at the latest within one week after acceptance of the deliveries and services, hidden defects within one week after their discovery. The complaint must be duly substantiated and supported by evidence.

6.3. Fanzoj warrants that the goods when sold in their original container will be free of defects in workmanship or material for a period of 20 years from the date of delivery.

6.4. In the event of justified defects, Fanzoj is entitled to improve the defect, add the missing defect or replace the goods within a reasonable period of time at its discretion. Several repairs and replacement deliveries are permissible. In the event of timely improvement, addition of the shortage or replacement deliveries, further claims, such as cancellation of the contract (conversion) or price reduction, are expressly excluded.

The Buyer has to ship or carry the goods together with the purchase receipt or any other proof of the original purchase date and a written request to the premises of Fanzoj.

6.5. This warranty does not cover damages which occur in shipment or failures that result from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, modification, repair, overloading, using the goods with an improper accessory or unauthorized service or damages that are attributed to an Act of God etc.

The warranty expires if the Buyer or a third party not authorized by Fanzoj has made changes or repairs to the goods.

6.6. Should the offer or the order confirmation contain a guarantee commitment, this does not include wearing parts (such as e.g., seals, etc.) or damage caused by unsuitable or improper use, natural wear and tear, faulty or negligent handling or storage. The guarantee is to be understood as meaning that Fanzoj is responsible for defects (except for the cases listed above) that occur within the agreed warranty period after handover and are asserted within this period.

6.7. In the case of consumer transactions, the statutory warranty provisions apply.

7. Liability

7.1. Insofar as this does not violate mandatory law and unless otherwise stipulated in these GTC, Fanzoj shall only be liable for the compensation of damages caused by gross negligence or intent. In the event of gross negligence, liability is limited in amount to the value of the contract, but no more than the sum covered by Fanzoj's business liability insurance. These limitations of liability do not apply to compensation for personal injury.

7.2. Fanzoj shall not be liable for indirect damages, lost profits, interest losses, omitted savings, consequential and financial losses and damages arising from claims of third parties as well as for damages caused by inappropriate or improper use, natural wear and tear, incorrect or negligent handling or storage. Furthermore, Fanzoj shall not be liable for any case of force majeure (e.g. war or threat thereof, riot, civil commotion, Act of God, strike, lockout, accident, storm, flood, fire, earthquake, etc.) leading to a loss, damage or delay of the delivery. Fanzoj shall in such event be entitled at its discretion – notifying in writing the Buyer – either to extend the time for delivery without any liability or, if not possible otherwise, to cancel any contract to which these conditions apply.

8. Ownership

The goods delivered by Fanzoj shall remain their property until the goods have been paid in full, taking into account any ancillary costs, and the Buyer has fully fulfilled his services arising from this contract (retention of title).

9. Jurisdiction and applicable law | Severance clause

9.1. Performance for all services under this contract is the registered office of Fanzoj in Ferlach.

9.2. For all disputes arising from this contract, the jurisdiction of the substantive ordinary court in Ferlach is expressly agreed in accordance with § 104 JN.

9.3. The application of Austrian law is expressly agreed between the contracting parties - to the exclusion of the conflict of law rules of private international law (e.B. IPRG, Rome I Regulation) and the UN Convention on Contracts for the International Sale of Goods. With regard to the consumer, this choice of law shall only apply to the extent that it does not restrict any mandatory statutory provisions of the state in which he has his domicile or habitual residence.

9.4. If provisions of these GTC are to be legally invalid, invalid and/or void or become invalid in the course of their duration, this shall not affect the legal validity and validity of the remaining provisions. In this case, the legally ineffective, invalid and/or void (legally ineffective, invalid and/or void) provision shall be replaced by one that is legally effective and valid and corresponds in its economic effect to the replaced provision - as far as possible and legally permissible.

10. Privacy

10.1. Fanzoj is obliged to comply with the provisions of the Data Protection Act (DSG), the European General Data Protection Regulation (EGDPR) and any other statutory confidentiality obligations.

10.2. Fanzoj processes the necessary personal data for the purpose of fulfilling the contract. The detailed data protection information (data protection notice) can be found on our homepage.

11. Restriction of the application of the GTC to consumers

If the Buyer is a consumer within the meaning of § 1 KSchG, the following provisions of this GTC are not applicable in relation to this: para 1.1 second sentence and para 3.2 last sentence (written consent), para 6.2 to para 6.5 (limitation of warranty), para 7.1 and para 7.2 (limitation of liability) and Para 9.2 (Courtclause).