

Terms and Conditions

Updated 01.05.2018

1. Scope and Acceptance

1.1. The following terms and conditions govern all orders for goods and services with Takt Direct GmbH, a company registered in Austria under registration number FN 483362 b, with its head office at Otto-Baumgartner-Strasse 4, 8055 Seiersberg-Pirka, Austria (hereinafter "Takt Direct", "we" or "us"), to the exclusion of all other terms or conditions including any terms and conditions which the Buyer may purport to apply under any order, confirmation or similar document.

1.2 Any other agreements must be made before placing an order and shall only be binding if Takt Direct expressly agrees in writing.

1.3. Takt Direct reserves the right to change these terms and conditions from time to time and to publish the updated version on its website. Takt Direct shall provide an updated version to a Buyer before placing an order.

1.4 By placing an order, the Buyer accepts the terms and conditions contained herein. Placing an order does not put Takt Direct under any obligation to accept the order.

2. Offers & Orders

2.1. If Takt Direct makes an offer to the Buyer for the supply of goods to a specification such offer shall be valid for 14 days from the date of the offer.

The offer may be inclusive of discounts, which shall be non-transferrable. The inclusion of a discount with one offer shall not be deemed a discount on all offers.

2.2 If an order is based on an offer, the offer is only valid and binding as long as the specification of the ordered product corresponds to the specification in the offer.

The Buyer shall be responsible to Takt Direct for ensuring the accuracy of the specification on the order and for giving Takt Direct any necessary information relating to the Goods and/or the Service giving sufficient time to enable Takt Direct to perform the order in accordance with these terms.

2.3 The quantity, quality and specification for the Goods and/or the Service shall be those set out in Takt Direct's offer (if accepted by the Buyer) or the Buyer's order (if accepted by Takt Direct). All property, copyright and other intellectual property rights in specifications supplied by either party shall belong to the supplying party.

2.4 The Buyers agrees to submit to Takt without delay and according to the specification in the offer all assets necessary for Takt Direct's performance of the order. Takt Direct shall not be obliged to return any assets to the Buyer but if returned at the request of the Buyer such return shall be at the expense of the Buyer.

2.5 An order which has been accepted by Takt Direct may only be cancelled by the Buyer if Takt Direct agrees expressly in writing. The Buyer shall indemnify Takt Direct in full against all reasonable loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Takt Direct as a result of cancellation.

3. Prices

3.1 All prices are stated in EUROS (€) and are exclusive of any applicable taxes.

3.2 It is the sole responsibility of the customer to calculate and apply the respective taxes and import the goods according to its local regulations.

3.3 Takt Direct shall not be responsible for any liability to pay customs, import VAT or other import charges whatsoever arising from its supply.

3.4 Prices exclude shipping unless stated.

4. Payments

4.1. All invoices are payable on date of invoice unless Takt Direct agrees to provide credit terms.

4.2 We reserve the right to consult with appropriate credit checking agencies to determine the level of credit provided, to agree or revoke credit terms. If credit is not recommended, we may ask you to make a pre-payment in part of full before we accept the order.

4.3 If Takt Direct agrees to provide credit terms, the Buyer will pay invoices within the terms stated on the invoice from the invoice date including any discounts or surcharges.

4.4 Payment shall be made via bank transfer.

4.5 If payment is made via credit card, debit card or an online payment provider such as Paypal, the Customer shall be liable for any fees, currency conversion or any other charge incurred with this method of payment.

4.6 Takt Direct reserves the right to withdraw any credit or payment terms at any time without giving notice.

4.7 Takt Direct does not except the right of set-off of any debts unless otherwise expressly agreed in writing.

5. Charges and Interest

5.1. In case of late payment, and notwithstanding any rights in accordance with clause 4.7, Takt Direct shall be authorised to charge interest on any outstanding sums in the amount of 12% p.a. (from the payment date) and an additional dunning fee in the amount of 25,00 Euros for any payment reminder.

5.2. Takt Direct shall send a first payment reminder within 7 days from the agreed payment date. In case of non-payment, Takt Direct shall send a second payment reminder within 14 days from the agreed payment date.

5.3 If the payment is not received within 21 days from the agreed payment date, Takt Direct will initiate legal proceedings to collect the outstanding amounts including any interest, late payment fees and any other charges including any charges by third party in connection of collecting the debt.

6. Overs and Unders

Due to the nature of supplying manufactured goods, variations to the ordered quantities on delivery are inevitable. Takt Direct endeavours to keep any variations in the delivery quantities to a minimum. Takt Direct reserves the right to deliver over and under quantities of +/-5% of the order quantity and charge or credit the respective amounts according to the price in the offer.

7. Shipping

7.1. Unless otherwise expressly agreed in writing, the shipping is ex works (EXW) Seiersberg. The Buyer assumes all responsibility for collecting and transporting the goods.

7.2 If Takt Direct agrees to deliver the goods, the cost of transport including of all packing materials insurance and handling shall be chargeable to the Buyer in addition to the offer, unless agreed otherwise.

8. Risk and Title

8.1 Risk of damage or loss of the goods shall pass to the Buyer in the case of goods to be delivered at Takt Direct's premises, at the time when Takt Direct notifies the Buyer that the goods are available for collection, or in the case of goods to be delivered otherwise than at Takt Direct's premises, at the time of delivery.

8.2 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the title in the goods shall not pass to the Buyer until Takt Direct has received in cash or cleared funds payment in full of the price of the goods and of all other goods agreed to be sold by Takt Direct to the Buyer for which payment is then due.

8.3 Until such time as the title in the goods passes to the Buyer, the Buyer shall hold the goods as Takt Direct's fiduciary agent and bailee, and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Takt Direct's title.

8.4 Until payment of the price the Buyer shall be entitled to resell or use the goods in the course of its business but shall account to Takt Direct for the proceeds of sale or otherwise of the goods, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or title of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

8.5 Until such time as the title in the goods passes to the Buyer (and provided that the goods are still in existence and have not been resold)

Takt Direct shall be entitled at any time to require the Buyer to deliver up the goods to Takt Direct and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or of any third party where the goods are stored and repossess the goods.

8.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the title of Takt Direct, but if the Buyer does so all monies owing by the Buyer to Takt Direct shall (without prejudice to any other right or remedy of Takt Direct) forthwith become due and payable.

9. Warranty & Remedies

9.1 Any defects are to be reported to us within 2 working days from receipt of goods.

9.2 The Buyer shall be obliged to check goods on delivery for any signs of damage and to only sign for the goods received in good condition and indemnify the courier or freight forwarder if the outer packaging is free from defects.

9.3 Any defects arising from defect occurred during transport shall be the Buyer's responsibility if the Buyer signed for the goods as received in good condition. In such event, the Buyer shall not be entitled to reject the goods and Takt Direct shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered and supplied in accordance with the order.

9.4 Any warranty claims for defects must be made within 14 days from reporting a defect.

9.5 A claim must be made in writing via email with photographic evidence clearly showing the defect. In circumstances that require it, Takt Direct may request the goods to be returned for inspection. In the event that the return is not possible the Buyer agrees and makes reasonable efforts to allow access for Takt Direct staff to attend and inspect the goods in their current location.

9.6 The Buyer shall not be entitled to sell on, distribute or otherwise dispose of any goods under a warranty claim unless expressly agreed to by Takt Direct in writing.

9.7 Safe in respect of any rights and remedies the Buyer has under applicable law, if Takt Direct assesses the goods to be defective as a result of failure in performance within Takt Direct's control, Takt Direct shall make reasonable efforts to replace, make good or otherwise remedy any defective goods within a time frame agreeable by Takt Direct and the Buyer or credit the Buyer for the replacement value of the defective goods.

9.8 Except in respect of death or personal injury caused by the Takt Direct's negligence, Takt Direct shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether

caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer or the supply of any Service, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods and the Service, except as expressly provided in these Conditions.

10 Insolvency of Buyer

10.1 This clause applies if:

10.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

10.1.4 Takt Direct reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without prejudice to any other right or remedy available to Takt Direct, Takt Direct shall be entitled to and the Buyer shall enable Takt Direct to make reasonable provisions to mitigate any loss as a result from non-payment including but not limited to cancellation of any work in progress under an order and/or suspending deliveries for such orders without any liability to the Buyer, and if the Goods and/or the Service have been delivered but not paid for the demand for immediate payment or collection of goods notwithstanding any previous agreement or arrangement to the contrary.

11 Force majeure

11.1. Takt Direct shall not be responsible or be held in default for the failure to perform caused by or due to circumstances or events outside its reasonable control, such as but not limited to severe weather conditions, natural disasters, civil unrest, acts of war or terrorism, strikes, trade restrictions and embargos, zombie apocalypse or the instruction by a competent authority to hold or suspend work.

11.2. In such event the Takt Direct and the Buyer shall endeavour to make every reasonable effort to mitigate and hold the other harmless of any potential loss financial or otherwise.

12 Copyright

12.1 The Buyer warrants to Takt Direct that any assets, specifications or copies thereof including but not limited to printed or digital artwork, software, audio or video files and documents of any kind and its use in

performance of an order and thereafter will not infringe the copyright or other rights of any third party.

12.2 The Buyer shall indemnify Takt Direct against any loss, damages, costs and expenses awarded against or incurred by Takt Direct in connection with or paid or agreed to be paid by Takt Direct in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Takt Direct' use of the Buyer's assets or specifications.

12.3 Takt Direct shall not be obliged to return any assets to the Buyer but if returned at the request of the Buyer such return shall be at the expense of the Buyer.

13 Non-Agency Provision

Nothing in this Agreement shall create, or be deemed to create, a joint venture, partnership or the relationship of principal and agent between the parties. Except as expressly authorised in this Agreement, neither party has any authority to act, make representations or bind or contract on behalf of the other party.

14 Data Protection

The protection of your personal data is very important to us. We treat all data provided by you strictly confidentially and comply with all applicable provisions of the European General Data Protection Regulations (GDPR).

For details see our privacy policy, which is generally available on our website at <https://www.takt-direct.com/privacy-policy/> or alternatively on request at any time.

15 Severability

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and all other provisions of this agreement shall apply.

16 Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of Austria excluding its choice of law provisions and application of the U.N. Convention on Contracts for the International Sale of Goods. The courts of the city of Graz shall have jurisdiction over any dispute, controversy or claim arising out of or relating to this Agreement.