

GTC | General Terms and Conditions

Status as of December 1, 2024

1. Scope of application and clientele

- 1.1. These General Terms and Conditions ("GTC") apply to all orders placed in writing, by telephone and online in the webshop and are recognized and agreed with each order.
- 1.2. m4p reserves the right to amend the GTC at any time with effect for the future by publishing the amendments on www.metals4printing.com/agb/AGB_AT_EN. Customers are subject to the GTC in force at the time they order products from m4p.
- 1.3. Deviations from these GTC or any conflicting terms and conditions of business or purchase of customers shall not become part of the contract - not even by implication - unless otherwise agreed in writing.

2. Customers (entrepreneurs)

- 2.1. Sales by m4p are aimed exclusively at customers who are entrepreneurs within the meaning of Section 1 of the Austrian Commercial Code (UGB), with the exception of natural persons prior to the commencement of their business operations in order to create the conditions for this [Section 343 (3) UGB].
- 2.2. Offers for the conclusion of contracts by (i) consumers within the meaning of § 1 KSchG and (ii) natural persons prior to the commencement of the operation of their business to create the conditions for this [§ 343 para. 3 UGB] are not accepted by m4p.

3. Customer area

- 3.1. Customers are required to create a customer account and provide a valid VAT identification number (UID) to verify their entrepreneurial status. If no VAT number is provided, the binding period pursuant to point 4 of the GTC shall only commence upon notification of a valid VAT number and/or other suitable documents as proof of entrepreneurial status. Such documents must be sent by e-mail to office@metals4printing.com.
- 3.2. Any changes to a customer's data (in particular name, company, address, legal form, delivery address) must be notified to m4p in text form (e-mail is sufficient) or updated in the customer area.

4. Offer/conclusion of contract

- 4.1. The presentation of products by m4p (in particular in the webshop) is subject to change. m4p may reserve certain minimum order values for orders.
- 4.2. Before completing an order in the webshop, m4p provides information in the order summary about all prices applicable to the order and expected additional costs and fees.
- 4.3. By placing an order in the webshop, the customer submits a binding offer to conclude a purchase contract with m4p for the item(s) entered in the shopping cart at the price(s) shown ("order"). The data sheets and specifications available in the webshop for ordered products substantiate the customer's order and become part of the purchase contract upon acceptance of the offer by m4p. The customer is bound to his order for ten days (binding period).
- 4.4. The receipt of the order is confirmed by m4p immediately by e-mail after the order has been sent. m4p is, however, not obliged to accept the customer's order (offer).

- 4.5. If m4p does not accept the customer's order within the commitment period, m4p shall refund any amounts paid in advance by the customer without delay.
- 4.6. A binding contract between the customer and m4p is concluded (i) upon receipt of the order confirmation for an order by the customer or (ii) upon dispatch of the goods in accordance with the order. Change requests of the customer after ordering will be considered by m4p as far as possible within reasonable limits; any (additional) costs incurred shall be borne by the customer.

5. Prices

- 5.1. Only the prices shown in the webshop at the time of the customer's order shall apply. The prices are net prices plus the applicable statutory VAT and ex warehouse.
- 5.2. Packaging, transportation, loading and shipping costs as well as customs duties and insurance shall be borne by the customer.

6. Payment and default of payment

- 6.1. For orders, m4p only accepts the payment methods listed in the webshop.
- 6.2. Payment dedications made by the customer are not binding for m4p.
- 6.3. Unless otherwise agreed, the respective purchase price is due for payment without deduction upon delivery of the goods to the account specified by m4p. This also applies to partial deliveries, where the purchase price is due for the respective partial quantity delivered.
- 6.4. Rebates granted unilaterally by m4p, deviating payment terms that are more advantageous for the customer, cash discounts and other benefits shall only apply to the respective purchase contract and shall not constitute a claim by the customer to (repeated) granting in the case of future orders.
- 6.5. In the event of default of payment, m4p is entitled to claim statutory default interest. For the duration of the delay in payment, any obligation to perform on the part of m4p is suspended. If the delay in payment lasts more than 30 days, m4p is entitled to demand payment of all claims in connection with services rendered from the business relationship with the customer.

7. Delivery

- 7.1. Unless expressly stated otherwise, all information on the availability, dispatch or delivery of a product is merely indicative and approximate.
- 7.2. m4p shall inform the customer as soon as possible about force majeure, e.g. strikes, natural disasters or other circumstances for which m4p is not responsible. Any separately agreed binding delivery deadlines shall be extended by the duration of such events.
- 7.3. If the customer does not specify a delivery address in the order, the delivery will be made to the standard delivery address according to the customer account.
- 7.4. m4p is entitled to execute the order in partial deliveries. In this case, m4p shall bear all additional shipping costs incurred as a result.
- 7.5. If the customer does not accept the goods as agreed (default of acceptance), m4p is entitled, at m4p's discretion, (i) to deposit the goods in court at the customer's expense and risk, or (ii) to store the goods for a reasonable storage and handling fee (at least EUR 15.00 net per day).
- 7.6. The customer shall bear any costs that are necessary and reasonable for appropriate legal action (such as for debt collection agencies).

8. Transfer of risk and warranty

- 8.1. The risk is transferred to the customer as soon as m4p (i) holds the goods ready for collection at the factory or warehouse, (ii) delivers them to the customer, or (iii) hands them over to a delivery service provider/transporter.
- 8.2. m4p shall endeavor to arrange transport insurance at the customer's written request and exclusively at the customer's expense.
- 8.3. The statutory warranty provisions apply subject to the following restrictions.
- 8.4. Goods delivered with obvious transport damage must be reported by the customer directly to the delivery service provider/carrier. Goods received from m4p must be inspected for detectable defects within 14 days of receipt and, if necessary, reported immediately, otherwise the goods shall be deemed approved and no further legal claims can be asserted. The warranty period for non-detectable defects that occur later is 12 months from receipt and must be reported immediately upon discovery. § Section 924 ABGB is expressly excluded. The burden of proof of a defect at the time of delivery lies with the customer.
- 8.5. The warranty is excluded for defects caused or contributed to by the customer, in particular due to improper handling, storage or transportation contrary to the safety data sheet or use outside the specifications.
- 8.6. Deviations in the dimensions, content, materials, weight or composition of products caused by production or processing by m4p do not constitute a defect within the scope of the agreed specifications.

9. Liability

- 9.1. m4p's liability is limited to the amount of m4p's existing liability insurance, currently EUR 40,000,000 (forty million euros), insofar as the cause of the damage is based on an intentional or grossly negligent breach of duty by m4p or a legal representative or vicarious agent of m4p. The burden of proof for the existence of gross negligence lies with the customer.
- 9.2. Furthermore, m4p is liable for the slightly negligent violation of essential obligations, also limited to the amount of the existing liability insurance of m4p. "Essential" are obligations whose breach jeopardizes the achievement of the purpose of the contract or whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer may regularly rely. In this case, however, m4p is only liable for the foreseeable, contract-typical damage. Compensation for consequential damages and loss of profit is excluded in any case. m4p is not liable for the slightly negligent breach of obligations other than those mentioned above.
- 9.3. Claims for damages by the customer must be asserted in court within two years, otherwise they shall lapse.
- 9.4. The above limitations of liability shall not apply in the event of injury to life, limb or health, for the quality of the product and in the event of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.
- 9.5. Insofar as the liability of m4p is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents as a genuine contract in favor of third parties.

10. Returns / Returns

- 10.1. Neither an order nor a contractual relationship established by acceptance by m4p is subject to a statutory or contractual right of revocation.
- 10.2. Returns or consignments that are not covered by the warranty will only be accepted with the prior written consent of m4p.

11. Communication

The customer agrees that contract-related communication shall be in electronic form (including invoices in PDF format) in German or English.

12. Credit check

The customer expressly agrees that the following data may be transmitted to an authorized company - such as CRIF Austria - and/or to a state creditor protection association exclusively for the purpose of credit assessment: (i) name / company, (ii) date of birth / registration number and (iii) address.

13. Offsetting, retention of title and resale

13.1. The right of set-off by the customer is excluded.

13.2. All goods delivered by m4p remain the property of m4p until they have been paid in full, including any associated ancillary claims.

13.3. Any (further) sale, pledging and the like of the goods prior to full payment requires the prior consent of m4p. m4p can make the consent dependent in particular on the assignment of the customer's claim (reseller) against the customer's buyer (buyer under the resale) to m4p and/or disclosure of the assignment.

14. Intellectual property

14.1. Descriptions, properties, technical data sheets, specifications and other documents provided by m4p, created by or based on a contribution from m4p, remain the intellectual property of m4p.

14.2. The use of such documents outside the intended use, in particular the passing on, duplication, publication and making available, including copying even in extracts, requires the express consent of m4p.

15. Data protection

The data protection provisions are provided by m4p as follows:

www.metals4printing.com/dataprivacy

16. Severability clause

If any provision of these GTC proves to be (partially) invalid, void or for any reason unenforceable, this shall not affect the validity and enforceability of the remaining provisions.

17. Place of performance / Applicable law / Place of jurisdiction

17.1. The place of performance is the registered office of the company Feistritz im Rosental.

17.2. It is agreed that Austrian law shall apply to all legal transactions to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of Austrian private international law.

17.3. The exclusive place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the customer is the respective competent court in Klagenfurt, Austria.