

# General terms and conditions

## 1. Scope

- 1.1. These General terms and conditions shall govern legal transactions between business enterprises, namely the delivery of commodities and, mutatis mutandis, the rendering of services.
- 1.2. Any departure from the terms and conditions mentioned in 1.1 above shall be valid only if expressly accepted in writing by Seller.
- 1.3. Consumers are described in  
Als Konsument sind jene Personen zu erachten, die als Verbraucher iSd §1 Abs1 Z2 KSchG idF BGBl I Nr 58/2018.
- 1.4. Business partners and companies are described in ....  
Als Unternehmen sind jene Personen zu erachten, die als Unternehmer iSd §1 Abs1 Z1 KSchG idF BGBl I Nr 58/2018.
- 1.5. Aquamot GmbH will be listed as „seller“
- 1.6. The use of buyer applies to consumers and business partners/companies similarly.
- 1.7. We are entitled to change these conditions at any time completely or in part, regardless of the validity of the remaining conditions, if the legal basis of individual provisions changes because of laws, ordinances, other standards or jurisdiction. Concretely designated contract changes obtain after 14 day (for consumers after two months) from the buyer's understanding of this legal effect. Except the buyer send a written objection to us, whereby the buyer contains in the agreement on the fact of the specific contract amendment and that his silence after expiry of the time limit is deemed to be a consent to the changes.

## 2. Submission of offers

- 2.1. Sellers offers shall be deemed offers without engagement.
- 2.2. Tender documents and project documentation must not be duplicated nor made available to third parties without the permission of seller. They may be claimed back at any time and shall be returned to seller immediately if the order is placed elsewhere.
- 2.3. If there is a change on the objective price bases between the acceptance of the order and the day of delivery e.g. by adjustments of the purchase prices, changes in law etc. the seller is entitled to adjust the agreed prices according to the changed price basis. The price change comes into force as soon as it has been communicated to the costumer in writing and they do not reject it in writing within 10 days of receipt of the notifications (for consumers only after the expiry of two months from the conclusion of the contract).
- 2.4. If employees of the seller make oral subsidiary agreements or make assurances that go beyond the written contract, these always require a written confirmation of the seller in order to be valid.
- 2.5. If the seller gets facts of the credit/payment behaviour of the contractor after conclusion. , in particular default in respect of previous deliveries that let it be dutiful entrepreneurial discretion to conclude that the purchase price claim is jeopardized by lack of performance or motivation of the buyer, are the seller is entitled, with the setting of a reasonable period of time to demand from the buyer step by step payment or corresponding securities and in the event of refusal or after expiry of the period withdraw from the contract.
- 2.6. In case of a massive deterioration of the economic situation of the entrepreneur and in particular in the presence of a reorganization requirement within the meaning in URG the seller is entitled to terminate contracts concluded with the buyer with immediate effect.

### 3. Conclusion of contract

- 3.1. The contract shall be deemed concluded upon written confirmation by seller of an order received or upon dispatch of a delivery.
- 3.2. Particulars appearing in catalogues, folders etc. as well as any oral or written statements shall only be binding if Seller makes express reference to them in the order confirmation.
- 3.3. Subsequent amendments of or additions to the contract shall be subject to written confirmation.
- 3.4. Contest due to an error of the discontinuation of the business basis is excluded for contract with entrepreneurs.

### 4. Prices

- 4.1. Prices shall be quoted ex works or ex seller's warehouse without VAT, packing and packaging, loading, disassembly, take-back and proper recycling and disposal of waste electrical and electronic equipment for commercial purposes as defined by the Ordinance Regulating the Handling of Waste Electrical Equipment. Buyer shall be liable for any and all charges, taxes or other duties levied in respect of delivery. If the terms of delivery include transport to a destination designated by buyer, transport costs as well as the cost of any transport insurance desired by buyer shall be borne by the latter. Delivery does not, however, include unloading and subsequent handling. Packaging materials will be taken back only by express agreement.
- 4.2. Seller reserves the right to modify prices if the order placed is not in accordance with the offer submitted.
- 4.3. Prices are based on costs obtaining at the time of the first quotation. Any discounts and discount deductions require express approval and are listed accordingly in the offer or on the order confirmation of Aquamot GmbH. An unauthorized deduction lead to restraint of the goods until receipt of the balance.
- 4.4. In the event that the costs have increased by the time of delivery, seller shall have the right to adjust prices accordingly.
- 4.5. In carrying out repair orders, seller shall provide all services deemed expedient and shall charge buyer for the same on the basis of the work input and/or expenditures required. The same holds for any services or additional services the expediency of which becomes apparent only as the repair order is executed. In such an event special notification of buyer shall not be required.
- 4.6. Expenses for estimates of costs of repair and maintenance or for expert valuations shall be invoiced to buyer.

### 5. Delivery

- 5.1. The period allowed for delivery shall commence at the latest of the following dates:
  - 5.1.1. the date of order confirmation by Seller;
  - 5.1.2. the date of fulfilment by buyer of all the conditions, technical, commercial and other, for which he is responsible;
  - 5.1.3. the date of receipt by Seller of a deposit or security due before delivery of the goods in question.
- 5.2. Buyer shall obtain whatever licences or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licences or approvals is delayed for any reason the delivery period shall be extended accordingly.
- 5.3. Seller may carry out, and charge buyer for, partial or advance deliveries. If delivery on call is agreed upon, the commodity shall be deemed called off at the latest one year after the order was placed.

- 5.4. In case of unforeseeable circumstances or circumstances beyond the parties control, such as all cases of force majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances; these include in particular armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw materials scarcity, labour disputes, and default on performance by a major component supplier who is difficult to replace. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect Seller or his subcontractor(s).
- 5.5. If a contractual penalty for default of delivery was agreed upon by contracting parties when the contract was concluded, it shall be executed as follows, and any deviations concerning individual items shall not affect the remaining provisions: Where delay in performance can be shown to have occurred solely through the fault of Seller, buyer may claim for each completed week of delay an indemnity of at most one half of one per cent, a total of no more than 5 %, however, of the value of that part of the goods to be delivered which cannot be used on account of sellers failure to deliver an essential part thereof, provided the buyer has suffered a damage to the aforesaid extent. Assertion of rights of damages exceeding this extent is precluded.
- 5.6. Should the buyer fall into arrears with regard to the specification of the required dimensions for the goods (in particular for flange motor for the compensation wedge, cable length etc.) the general rules of default apply. The delivery time increases accordingly.
- 5.7. When mounting on boats, the buyer must ensure that they have been properly secured, especially the boat on the trailer or on the dock. With regard to boats located on our own property, the buyer has in particular the following due diligence: handing over to a provided free of charge boat trailer, which is in a good condition, adding a weatherproof coverage, handing over the boat in a condition that the service can be properly performed on this.

## 6. Passage of risk and Place of performance

- 6.1. Enjoyment and risk shall pass to buyer at the time of departure of the goods ex works or ex warehouse regardless of the terms of quotation (such as carriage paid, C.I.F. etc.) agreed upon. This provision also includes the case of shipment being effected, organised and supervised by Seller and the case of delivery being made in connection with assembly work to be undertaken by seller. The consumer protection law §7b KSchG will apply in the latest relevant version. (for consumers, B2C)
- 6.2. For services the place of performance shall be the place at which the service is rendered; the risk in respect of such services or any part thereof that may have been agreed upon shall pass to buyer at the time the services have been rendered.

## 7. Payment

- 7.1. If no terms of payment have been agreed, the total price must be paid within 30 days after date of invoice.
- 7.2. In the case of part settlements the individual part payments shall fall due upon receipt of the respective invoices. The same shall apply to amounts invoiced for additional deliveries or resulting from additional agreements beyond the scope of the original contract, irrespective of the terms of payment agreed upon for the principal delivery.
- 7.3. Payment shall be made without any discount free sellers domicile in the agreed currency. Drafts and checks shall be accepted on account of payment only, with all interest, fees and charges in connection therewith (such as collection and discounting charges) to be borne by buyer.
- 7.4. Buyer shall not be entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims.
- 7.5. Payment shall be deemed to have been effected on the date at which the amount in question is at sellers disposal.
- 7.6. If buyer is in arrears with an agreed payment or any other obligation arising from this or other transactions, seller may without prejudice to his other rights
- 7.7. defer performance of his own obligations until payments have been made or other obligations fulfilled, and exercise his right to extend the period of delivery to a reasonable extent,
- 7.8. demands arisen from this or any other transactions and charge default interest amounting to 1.25 % per month plus turnover tax for these amounts beginning with the due dates, unless seller proves costs exceeding this. In any case, seller has the right to invoice all expenses, which arising pre-litigation, especially reminder charges and lawyers' fees.
- 7.9. Seller retains title to all goods delivered by him until receipt of all amounts invoiced including interests and charges.
- 7.10. Buyer herewith assigns his claim out of a resale of conditional commodities, even if they are processed, transformed or combined with other commodities, to seller to secure the later purchase money claim. In the case of resale granting respite buyer shall have the power of disposal of the product under retention of ownership only with the provision that upon reselling buyer notifies the secondary buyer of the assignment for security or enters the assignment in his account books. Upon request buyer has to notify the assigned claim and the debtor there of to seller, and to make all information and material required for his debt collection available and to notify the assignment to the third-party debtor. If the goods are attached or otherwise levied upon, buyer shall draw attention to sellers title and immediately inform seller of the attachment or levy.
- 7.11. Discounts or bonuses are subject to complete payment in due time.

## 8. Reservations of proprietary

- 8.1. Seller reserves proprietary of the goods until full payment of the purchase price has been made. If the buyer does not meet his payment obligations, the seller may make use of the reservations of proprietary. In that case, the seller shall be entitled to resell or otherwise use the goods in his possession, without prior notice and without the consent of the buyer, in particular without judicial title, and thereby maintaining all compensation right of the seller including the seller claims for non-performance, delay and costs of return transport. In this context, the buyer expressly waives any claims arising from an infringement of ownership/omission and damages against the seller.
- 8.2. If the reserved property is processed by the buyer to a new movable object, the processing takes place for the seller; the new object becomes the property of the seller. When processing together with goods not belonging to the seller, the seller acquires co-ownership of the new object according to the ratio of the value of the reserved

property to the other goods at the time of processing. If the reserved property are combined, mixed or blended with goods not belonging to the seller, the seller becomes co-owner in accordance with the statutory provisions of §§ 414 ff ABGB. The buyer shall store the owned or co-owned property of the seller, which also applies as reserved property with the meaning of preceding conditions, free of charge. As far as the value of the reserved property is valued, this correspond to the gross invoice amount of the seller of the goods.

- 8.3. If the reserved goods are resold by the buyer, the buyer assigns to the seller his purchase price claims from the resale. The assignment shall be noted in the buyer's account books by endorsements or by the assignment for security, which ensures sufficient publicity. If the third party takes or want to take access to the reserved goods, the buyer has to point out that it is the property of the seller. The seller is entitled after advance notice to check the setting of the endorsements.
- 8.4. If the reserved property is incorporated by the buyer as an integral part of the estate, building, industrial plant or other facility, like ship, ship under construction or aircraft of a third party, so the buyer assigns the assignable claims for compensation equal to the value of the reserved property with all ancillary rights arising against the third party or to the party concerned. Point 8.2, sentence 3 to 5 apply accordingly.
- 8.5. The buyer is entitled to resell, use or install the reserved property only in the ordinary course of normal business and only with the proviso that the claims from the resale within the meaning of point 8.3 actually pass to the seller. The buyer is not entitled to other dispositions concerning the reserved property, in particular pledging or security transfer.
- 8.6. The seller authorizes the buyer under reservations of the revocation, to collect the assigned claims against his costumers. The seller will only exercise his own collection authority if the buyer does not meet his payment obligations or if their fulfilment seems to be endangered (point 2.5). The buyer must name the debtors of the assigned claims and notify the assignment on the sellers' request. The seller is authorized to notify the debtors of the assignment by himself.
- 8.7. The entrepreneur must immediately inform the seller of claims by third parties in the reserved property or in the assigned claims by registered letter, handing over the letter of claim or the documents necessary for an objection (§ 37 EO). The entrepreneur is liable to the seller for all necessary expenses, in particular costs that arise for the defense against such claims.
- 8.8. With the buyer's suspension of payment and / or application to open insolvency proceedings against the buyer's assets, the right to resell, use or install the reserved goods or the authorization to collect the assigned claims expire; in the event of a check or bill of exchange protest, the direct debit authorization also expires. Any mandatory rights of the insolvency administrator remain unaffected. In the case of attachment or other claims, the buyer is obliged to point out the seller's property right and to inform the seller immediately.

## 9. Warranty and acceptance of obligation to repair defects

- 9.1. The seller is only liable for material defects within the meaning of § 922 ABGB as follows: The entrepreneur has to examine the goods for quantity and condition within a reasonable period after delivery / collection of the goods. Defects must be reported to the seller within 14 days of delivery / collection at the latest. Failure to give notice of defects in good time will result in the loss of warranty claims, damages due to the defect itself and due to an error regarding the goods being free from defects.

- 9.2. The rectification of defects takes place at the place of transfer of risk. If the entrepreneur detects defects in the goods, he is obliged to provide the seller with the rejected goods or samples thereof free of charge for the purpose of checking the complaint and to allow the seller to check the rejected goods within a reasonable period of time. In case of refusal, the guarantee expires. Until the seller has completed the inspection, the buyer must not have the rejected goods, i.e. it may not be shared, resold or further processed. The reversal of the burden of proof of § 924 ABGB is waived.
- 9.3. 9.3 The seller's warranty obligation also lapses if the goods have not been used as intended, the operating conditions have not been observed or the maintenance work required or required according to the state of the art has not been carried out.
- 9.4. 9.4 In the event of justified complaints, the seller is entitled to determine the type of supplementary performance (exchange, improvement) taking into account the nature of the defect and the legitimate interests of the buyer. If the subsequent performance fails or does not take place despite the buyer having set a reasonable period of grace and grace period, the buyer is entitled - without prejudice to any claims for damages in accordance with point 10. - to demand a price reduction or, if the defect is not only minor, to request a change.
- 9.5. 9.5 Claims of the entrepreneur due to the expenses required for the purpose of supplementary performance, in particular transport, travel, labor and material costs are excluded from the title of the warranty.
- 9.6. 9.6 Unless expressly agreed otherwise, the warranty period for entrepreneurs is one year for moveable objects and two years for immovable objects from delivery / collection. For consumers, this is two years for moveable items and three years for non-moveable items from delivery / collection.
- 9.7. 9.7 rights of recourse according to Section 933b of the Austrian Civil Code only exists if the use of the entrepreneur by the end customer, who is a consumer within the meaning of the KSchG, was justified and only to the extent permitted by law, but not for goodwill regulations not coordinated with the seller. For the rest, they presuppose compliance with the duties of the person entitled to recourse, in particular compliance with the obligation to give notice of defects. The buyer, who is an entrepreneur, must immediately inform the seller of a warranty case that occurs with an end customer who is a consumer.
- 9.8. 9.8 In the event of a consumer complaining about a defect, the seller can request that the goods in question be sent to him for reimbursement of the transport costs. If the consumer sends the goods without prior agreement with the seller, they meet the costs and the risk of shipping.

## 10. Withdrawal from contract

- 10.1. A prerequisite for the withdrawal of the buyer from the contract, unless a more specific regulation has been made, is a delay in delivery which is due to gross negligence on the part of the seller and the unsuccessful expiry of a reasonable grace period. The withdrawal is to be made by registered letter.
- 10.2. Irrespective of his other rights, the seller is entitled to withdraw from the contract,
  - 10.2.1. if the execution of the delivery or the beginning or the continuation of the service is impossible for reasons for which the buyer is responsible or is further delayed despite setting a reasonable grace period,
  - 10.2.2. if there are concerns about the solvency of the buyer and the seller does not make an advance payment at the request of the seller or does not provide suitable security before delivery, or
  - 10.2.3. if the extension of the delivery time is more than half of the originally agreed delivery period, but at least 6 months due to the circumstances listed in point 5.4.

- 10.3. he withdrawal can also be declared with regard to a still open part of the delivery or service for the above reasons.
- 10.4. If insolvency proceedings are opened against the assets of one of the contracting parties or if an application to initiate insolvency proceedings is rejected due to insufficient assets, the other contracting party is entitled to withdraw from the contract without setting a grace period.
- 10.5. Without prejudice to the seller's claims for damages, including pre-trial costs, in the event of withdrawal, services already rendered or partial services are to be billed and paid for in accordance with the contract. This also applies if the delivery or service has not yet been taken over by the buyer and for preparatory actions performed by the seller. Instead, the seller also has the right to request the return of items that have already been delivered.
- 10.6. Other consequences of withdrawal are excluded.
- 10.7. The assertion of claims due to *laesio enormis*, errors and loss of the business basis by the entrepreneur is excluded.
- 10.8. Regarding the right of withdrawal for consumers see point 16

## 11. General limitation of liability

- 11.1. The seller is liable for financial loss to entrepreneurs in accordance with the statutory provisions if the buyer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of his representatives or vicarious agents. This does not involve a change in the burden of proof to the detriment of the buyer. In the event of gross negligence, the obligation to pay compensation is limited to the order value of the goods causing the damage.
- 11.2. The seller excludes liability for slight negligence towards a consumer for financial loss.
- 11.3. Liability for culpable injury to life, limb or health remains unaffected. Liability according to the Product Liability Act remains unaffected, recourse claims according to § 12 PHG and 896 ABGB against entrepreneurs are excluded.
- 11.4. Any further claims for damages by the entrepreneur, for whatever legal reason, are excluded (does not apply to consumers).
- 11.5. The seller is only liable for damage outside the scope of the Product Liability Act, provided that he can be proven to have acted with intent or gross negligence, within the framework of the statutory provisions. Liability for slight negligence, compensation for consequential damage, pure financial loss, loss of profit, savings not achieved, loss of interest and damage from third party claims against the buyer are excluded.
- 11.6. In the event of non-compliance with any conditions for assembly, commissioning and use (such as those contained in operating instructions) or the official approval conditions, any compensation is excluded.
- 11.7. If contractual penalties have been agreed, further claims from the respective title are excluded.
- 11.8. The disclaimer also includes claims against our employees, representatives and vicarious agents due to damage that they cause to the customer - without reference to a contract on their part with the customer.
- 11.9. Our liability is excluded for damage due to improper handling or storage, overuse, failure to follow operating and installation instructions, incorrect assembly, commissioning, maintenance, servicing by the buyer or third parties not authorized by us, or natural wear and tear, provided that this event is causal for the damage. There is also a disclaimer for failure to perform necessary maintenance, unless we have contractually taken on the maintenance obligation.
- 11.10. If and insofar as the buyer can claim insurance benefits for damage for which we are liable, either through his own or taken out in his favor (e.g. liability insurance, comprehensive insurance, transport, fire, business interruption and others), the buyer

undertakes to claim of the insurance benefit and our liability is limited to the disadvantages that arise for the customer through the use of this insurance (e.g. higher insurance premium)

## **12. Disposal of waste electrical and electronic equipment**

- 12.1. The buyer of electrical/electronic equipment for commercial purposes, incorporated in Austria, is responsible for the financing of the collection and treatment of waste electrical and electronic equipment as defined by the Ordinance Regulating the Handling of Waste Electrical Equipment, if he is himself the user of the electrical/electronic equipment. If the buyer is not the end user, he shall transfer the full financial commitment to his customer by agreement and furnish proof thereof to the Seller.
- 12.2. The buyer incorporated in Austria shall ensure that the seller is provided with all information necessary to meet the sellers obligations as manufacturer/ importer, particularly according to §§ 11 and 24 of the Ordinance Regulating the Handling of Waste Electrical Equipment and the Waste Management Act.
- 12.3. The buyer incorporated in Austria is liable vis-à-vis the seller for any damage and other financial disadvantages incurred by seller due to buyers failure to meet or fully meet his financing commitment or any other obligations according to Article 10. The buyer shall bear the burden of proof of performance of this obligation.

## **13. Industrial property rights and copyright**

- 13.1. If goods are made by the seller on the basis of design details, drawings, models or other specifications of the buyer, the buyer must indemnify and hold it harmless in the event of any violation of property rights.
- 13.2. Design documents such as plans and drawings and other technical specifications as well as samples, catalogues, prospectuses, pictures and the like shall remain the intellectual property of seller and are subject to the relevant statutory provisions governing reproduction, imitation, competition etc. The provisions of 22 above shall also cover design documents.

## **14. Data protection**

- 14.1. The seller saves and uses personal data (name, address, email, telephone, date of birth, personal data for individualizing the offer) for the execution of the concluded contractual relationships, as well as for internal evaluations. The data is also used to maintain customer relationships, unless the buyer objects to this in accordance with Section 28 DSG. As far as necessary and legally permissible, contract data are transmitted to third parties for the purpose of checking the creditworthiness of the buyer, in particular to commercial credit insurance companies or credit protection associations.
- 14.2. The seller undertakes to comply with provisions on data confidentiality (Section 6 of the Data Protection Act) and to transfer this obligation to the employees. The processing of this data is necessary for the execution of the contract. If the information is not provided, the contract cannot be carried out. As part of the processing of orders that contain articles that are subject to the selective distribution systems of individual manufacturers, it is also regularly necessary to process personal data (name, address, delivery data) and to transmit them to the relevant manufacturer or third parties commissioned by him.



- 14.3. The data will be stored for the duration of the business relationship and beyond, as long as there are statutory retention periods, legal claims from the contractual relationship can be asserted or other legitimate reasons justify further storage.
- 14.4. The following legal remedies are available to the buyer in connection with data processing in accordance with the statutory provisions: the right to information about the data relating to him, correction, deletion or restriction of processing or objection to processing, data portability and filing a complaint a supervisory authority.
- 14.5. The current data protection declaration of the seller is available at [www.aquamot.at](http://www.aquamot.at).

## 15. Severability clause

- 15.1. Should individual provisions of the contract or of these provisions be invalid the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid one, which comes as close to the target goal as possible.

## 16. Place of Jurisdiction and applicable law

- 16.1. The competent court at the seller's head office, in Wels, that in the district court of Vöcklabruck, is solely responsible for deciding all disputes between companies arising from the contract - including those regarding its existence or non-existence. For consumers, this depends on the place of residence of the consumer.
- 16.2. The contract is subject to Austrian law to the exclusion of the referral standards.
- 16.3. The application of the United Nations UNCITRAL Convention on Contracts for the International Sale of Goods is excluded.

## 17. Special provisions for consumers

- 17.1. Consumers in the sense of the Consumer Protection Act in the currently applicable version are regarded as consumers. These have a statutory warranty period of 2 years for moveable items and 3 years for immovable items.

### Right of withdrawal

This right of withdrawal is only applicable to distance contracts as well as contracts that have been concluded outside the business premises.

A distance selling contract is any contract that is concluded between an entrepreneur and a consumer without the physical presence of the entrepreneur and the consumer at the same time within the framework of a sales or service system organized for distance selling, whereby up to and including the conclusion of the contract, only remote communication means are used become.

"Off-premises contract" is any contract between an entrepreneur and a consumer,

- a) which is closed when the entrepreneur and the consumer are physically present at a location which is not a business premises of the entrepreneur.
- b) For those of the consumers among those listed in lit. Has made an offer in the aforementioned circumstances
- c) That is closed in the business premises of the entrepreneur or by means of long-distance communication, immediately after the consumer has been addressed personally and individually in a place other than the business premises of the entrepreneur while the entrepreneur or his representative and the consumer are physically present
- d) Or is concluded on an excursion organized by an entrepreneur or his representative with the intention or with the result that the entrepreneur advertises or has advertised for the sale of goods or the provision of services to the consumer and corresponding contracts with completes the consumer.

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods.

In order to exercise your right of cancellation, you must send us, Aquamot GmbH, Heroalstraße 5, 4870 Vöcklamarkt, email: office@aquamot.at, by means of a clear statement (e.g. a letter sent by post, fax or email) inform about your decision to cancel this contract. To meet the cancellation deadline, it is sufficient for you to send your communication regarding your right of cancellation before the cancellation period expires. You can use the model withdrawal form, which is on this website, but is not required.

If you cancel this contract, we have made all payments we have received from you, including delivery costs (with the exception of the additional costs that result from the fact that you chose a different type of delivery than the cheapest standard delivery we offer have) to repay immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must return or hand over the goods to us immediately and in any event no later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send off the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods.

We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You have the goods immediately and in any event no later than 14 days from the day on which you inform us of the cancellation of this contract

Aquamot GmbH  
Heroalstrasse 5  
4870 Vöcklamarkt

Send back or hand over. The deadline is met if you send the goods before the 14 day period has expired.

If we have offered the collection of the goods or this has been agreed separately, you are obliged to enable the collection of the goods on a working day between 8:00 a.m. and 6:00 p.m., the specific date being determined by mutual agreement. If collection is not possible on the agreed date for reasons for which you are responsible, you must reimburse us the resulting costs.

You bear the direct costs of returning the goods if they can be returned by post due to their nature. For goods that cannot be returned by post, you bear the direct costs of the return up to a maximum amount of ...

You only have to pay for any loss in value of the goods if this loss in value is due to handling that is not necessary for checking the nature, properties and functioning of the goods.

NOTE: The extent of a proper inspection depends on which handling of the goods would normally be possible or permitted in a shop.

Exceptions to the right of withdrawal

You have no right of withdrawal for goods that are made according to CUSTOMER SPECIFICATIONS or are clearly tailored to personal needs and for goods that are delivered sealed and are not suitable for return for reasons of health protection or hygiene reasons, provided that the seal was removed after delivery . Also for goods that are inseparably mixed with other goods after their delivery due to their nature. The right of withdrawal also does not apply to contracts for urgent repair or maintenance work in which the consumer has expressly requested the entrepreneur to visit the entrepreneur to carry out this work.

A product manufactured according to CUSTOMER SPECIFICATIONS [for which there is no right of withdrawal] is available in any case if it concerns compensation wedges for flange drives or measurement cable sets.

## SAMPLE CANCELLATION FORM

If you want to cancel the contract, please fill out this form and send it back to:

Aquamot GmbH  
Heroalstrasse 5  
A-4870 Vöcklamarkt  
AUSTRIA

Email: office@aquamot.at  
Fax: 0043 (0) 7682 8535 15

I / we (\*) hereby cancel the contract concluded by me / us (\*) for the purchase of the following goods  
(\*) / the provision of the following service:

Ordered on (\*) / received on (\*):

Name of the consumer (s):

Address of the consumer (s):

Signature of the consumer (s) (only for notification on paper) and date:

(\*) Delete where inapplicable.