



Section 1 General provisions

Our deliveries shall be exclusively subject to our General Terms and Conditions specified below. Differing terms and conditions of customers apply only if we have expressly acknowledged them or agreed to them in writing. Silence on our part to differing terms and conditions does not constitute an agreement to the terms and conditions of the customer. We herewith already expressly object to any conflicting terms and conditions of the customer.

Section 2 Order and acceptance

A contract between HABA and the customer is entered into upon sending the order confirmation to the customer, subsequent to the customer having sent us electronically an order for the goods offered in the online shop of HABA. A delivery of goods and the issuing of an invoice for them are considered a confirmation of the order.

The essential features of our products can be seen from our product descriptions in the online shop.

All offers in our online shop are merely a non-binding invitation to the customer to make an offer to HABA for the purchase of goods presented in HABA's online shop. Once HABA has received the customer's order, an order confirmation regarding his order from HABA will be sent to the customer by e-mail. The order confirmation will be sent to the customer no later than within 2 working days after receipt of the order.

The purchase of goods is effected by selecting them from the range of products of HABA; by clicking the "Add to cart" button, the goods are collected in the so-called shopping cart. The respective products ordered by the customer are shown in the shopping cart. With the button "Buy now", the customer can make a binding purchase order for the products placed in the shopping cart at this point in time. Up to this point in time, the customer can view and/or change the entries of the products purchased by him with the "Back" or "Next" button (arrow key).

The purchase order is sent only once the customer has accepted our General Terms and Conditions by clicking on the "Read and accepted the GTC" button. This purchase offer prompts HABA to send an order confirmation within the aforementioned period, which lists the goods ordered by the customer in detail. The customer can print this order confirmation. By sending our order confirmation, the purchase contract between HABA and the customer is entered into.

We are entitled to accept the purchase offer of the customer by delivering the goods and invoicing them within 1 (one) week as of goods issue after receipt of the purchase offer.

Section 3 Delivery item

Our delivery, or our delivery item, is listed and described conclusively in our order confirmation, including any enclosures.

Pictures on our Web site or in our online shop might render the product properties inaccurately; pictures also can vary from the actual properties of our products. Dimensions, weights, pictures and drawings are only binding for the execution of the delivery item if expressly confirmed by us in writing (letter, fax, e-mail). In particular, the explanations and descriptions contained in our advertising brochures or price lists do not constitute an agreement on specific properties.

The right of minor and reasonable variances from the technical descriptions, dimensions, weights, pictures or drawings remains reserved, unless precise specifications were promised to the customer by us.

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Section 4 Prices and payment terms, delivery

The delivery of our goods shall be in accordance with the confirmed delivery date on our order confirmation.

At the request of the customer, delivery dates are specified precisely.

Our prices are ex works excluding packaging and any postage charges plus applicable VAT. Our prices for any contract work are approximate values and may be adjusted by us according to the actual expenditure.

Payment for our products is effected according to the agreed payment terms with the customer or by advance payment on the part of the customer, i.e. either by PAYPAL or credit card (VISA/MASTER).

Section 5 Retention of title

The products delivered by us remain our property until all claims against the customer are satisfied.

The customer is entitled to sell the delivery items in the regular course of business; however, he already now transfers to HABA all claims up to the amount of the purchase price agreed between him and his customer (including VAT) that accrue to the buyer from the sale of our products, irrespective of whether the delivery items were sold with or without processing. The buyer is authorised to assert this claim after the transfer. Our power to collect the claim ourselves shall remain unaffected by this. HABA undertakes to refrain from collecting a claim as long as the customer complies with his payment obligations to us and does not default on payments. The customer undertakes to inform us of the transferred claims and the debtor, including his name, legal representative and address, and inform the debtor of the transfer.

If our products are inseparably mixed with other items that are not our property, HABA shall acquire co-ownership of the new item in proportion of the value of our products to the other mixed items. The customer holds our jointly-owned property in safekeeping for HABA at no charge.

Due to our retention of title, the customer is prohibited from pledging our products/goods or using them as collateral.

Section 6 Transport damage

If our goods are delivered to the customer with obvious transport damage, this damage must be claimed immediately with the respective deliverer and HABA must be contacted as soon as possible.

In the event that no claim is made with the deliverer and HABA is not contacted immediately, we note that, in the case of a transaction between entrepreneurs within the meaning of Sections 1 to 3 of the Austrian Commercial Code (UGB), the goods are considered accepted pursuant to Section 377 UGB if no transport damage is reported, unless the defect was not detectable during the inspection.

If such a defect is discovered later, the customer must, if he is an entrepreneur within the meaning of Sections 1 to 3 of the Austrian Commercial Code (UGB), report the defect immediately upon discovery; otherwise, the goods are deemed accepted even with the defect.

To preserve the rights of the purchaser, the timely sending of the notice of defects suffices.

Section 7 Delivery times and delay in performance

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Compliance with delivery times on the part of HABA presupposes the timely receipt of all documents, permits, approvals to be provided by the customer as well as compliance with the agreed payment terms and other obligations of the customer. Should these obligations not be complied with, our delivery time is extended accordingly, unless HABA is responsible for the delay. The respective delivery time shall be deemed as complied with when HABA notifies the customer about readiness for dispatch or when the goods have left our company.

Any agreed delivery period is extended accordingly should circumstances arise that cause a delay of the delivery without HABA being responsible for the delay. This also applies if such circumstances occur at suppliers of HABA. The delivery time is considered as extended for the time the impediment exists.

In the event that HABA is unable to keep to the delivery date and the customer suffers damage due to this delay, the liability for damage on the part of HABA is limited for each completed week of the delay in delivery to 0.5% – in total, however, a maximum of 5% – of the price for the part of the delivery that could not be used according to contract as a consequence of the delay. The Contracting Parties reserve the right of proof of a lower or higher damage due to delay.

Section 8 Transfer of risk

The risk of incidental damage or incidental loss or incidental deterioration of our goods is transferred to the buyer, even in the case of free delivery, as soon as we have given the delivery to dispatch or it was picked up. If the dispatch or pick-up is delayed for reasons for which the customer is responsible, the risk of damage or loss is transferred to the customer at the moment in time the delay occurred or the customer accepts the default.

Section 9 Defects, warranty

HABA is liable for defects of the goods ordered in accordance with Sections 922 et seq. Austrian Civil Code (ABGB).

If the customer is a consumer within the meaning of the Consumer Protection Act (KSchG) or the VGG, the above statutory provisions take precedence over the provisions in this clause, to the extent that the provisions in this clause would be detrimental for the consumer.

If the customer is an entrepreneur within the meaning of Sections 1 to 3 of the Austrian Commercial Code (UGB), particularly the provisions relating to the obligation to submit a complaint pursuant to Sections 377, 378 of the Austrian Commercial Code (UGB) apply. Material defects must be reported to HABA immediately in writing.

The customer must not delay acceptance of the delivery due to insignificant defects.

Otherwise, defects of our goods shall be initially rectified at our discretion and at our expense; or the goods shall be redelivered (replaced).

A claim for damages on the part of the customer due to a defect of the delivered goods is excluded. However, this does not apply in cases of injury to life, limb or health; in case of an intentional or grossly negligent breach of duty on our part; and in the case of malicious concealment of a defect.

The respective customer is entitled to withhold payment only to the extent that it is in reasonable proportion to the defects.

In the event of a failed repair or supplementary performance, the customer shall be free to withdraw from the contract and, where appropriate, claim compensation or reduce the price.

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The right to withdraw from the contract or the right to compensation claims instead of the service do not apply in the event of insignificant deviations from the agreed quality or the usual usage or from the quality as commonly applies to items of the same type and which the buyer can expect, to insignificant impairment of usability, natural wear and tear or damage which arises following the transfer of risk as a result of faulty or negligent treatment, excessive use, unsuitable operating materials or because of special external influences which cannot be assumed under this contract. If the buyer or third parties make inappropriate changes, no defect claims shall apply to these or to any consequences resulting from them.

Warranty claims expire after 2 years.

Any processing of our products is always at the customer's own risk. Our consultancy is non-binding and does not release the buyer from having to inspect our products for suitability for the purpose according to contract. If the customer gives us specific instructions concerning processing, we are only liable for compliance with these instructions; claims going beyond this are herewith excluded.

The customer shall notify us promptly of any defects, even if they are only suspected, so any damage can be prevented or limited from the onset.

Notices of defects, or the making of warranty claims, must always be sent by registered mail to the address specified by us, namely HABA GmbH, Anrissenweg 6/I EG/Top 1c, 2345 Brunn am Gebirge, Austria.

Section 10 Data storage

The data given us by the purchaser is electronically recorded and stored for the duration of the contractual relationship.

The order data will be sent to each customer by e-mail. Each and every customer can view our General Terms and Conditions in his customer account; in addition, the GTC can be read at any time on our Web site.

Section 11 Final provisions

The place of fulfilment and place of jurisdiction for all services, payments and disputes between HABA GmbH and the customer is our place of business in 2355 Wiener Neudorf, IZ NÖ-Süd, Street 2a, Property M40.

The present contractual relationship is governed by Austrian law. The validity of UN purchasing law is excluded.

Additional agreements, amendments and/or additions to these General Terms and Conditions require the written form to be valid. This written form requirement also applies to the amendment and addition of the present written form clause.

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