

16.10.2013

TERMS AND CONDITIONS

Österreichischer Agrarverlag

This is the English translation of "Allgemeine Geschäftsbedingungen" as issued by Österreichischer Agrarverlag Druck- und Verlagsges.m.b.H. Nfg. KG in German. For any legal purposes, wording and meaning of the German version shall apply.

Laws referred to in the English translation are part of Austrian legislation.

§ 1 Scope

(1) The following "Terms and Conditions" (T & C) apply in the version valid on the date of the order for all purchase contracts which were completed between the Österreichischer Agrarverlag Druck- und Verlagsges.m.b.H. Nfg. KG (from now on referred to as AGRARVERLAG) as a seller of goods (in physical or electronic form) and the customer. Deviating agreements must be in writing. By placing an order the customer agrees to these T & C and is bound by them.

(2) If any regulations of these T & C (in particular the provisions of the Consumer Protection Act) are entirely or partly invalid due to mandatory statutory provisions, the remaining provisions of these T & C remain in effect.

§ 2 Conclusion of contract

All services (offered in brochures, catalogs, price lists, websites, etc.) are subject to change and are to be understood as an invitation to the customers to make an offer themselves. After placing an order the customer will receive an electronic acknowledgment of receipt of the order which does not constitute an acceptance of the offer but is merely an information that the order has actually reached AGRARVERLAG.

As acceptance of the offer AGRARVERLAG may either send an order confirmation via post, fax or email within 14 days from receipt of the order or directly send the goods ordered within 14 days from receipt of order.

Technical and other changes are reserved, within reasonable limits.

§ 3 Contract language

The contract content, any other information, customer service and complaints can be handled only in German.

§ 4 Purchase price

(1) In general, the purchase price for the ordered goods is agreed as stated in current brochures, catalogs, price lists, websites, etc..

(2) Unless otherwise indicated, all prices are daily gross prices including VAT. Delivery charges will be both invoiced and notified separately.

(3) If any export or import taxes are due in the course of shipping, these will be charged to the purchaser. Prices for the goods and services do not include costs that are charged by a third party.

(4) For sales to customers outside the EU, no VAT is levied, but they must pay any possible national import duties. For sales to entrepreneurs within the EU no sales tax accrues when UID is quoted, but they are required to pay the sales tax in their home country.

§ 5 Payment

(1) Unless otherwise agreed, invoices are payable immediately upon receipt of the invoice (using the

enclosed payment slip) - without deduction and free of charges.

(2) In the case of late payment, interest of 12% p.a. is charged.

(3) In case of a reminder an amount of EUR 10,00 will be charged for each reminder (but not more than 10% of the amount due). In addition, judicial and non-judicial enforcement or collection costs will have to be paid, which are necessary to assure proper operation and submission of the claim – including pre-legal-action costs for an attorney and/or collection agencies.

(4) Any offsetting against the purchase price shall not be allowed. Exceptions to this are the event of insolvency of AGRARVERLAG or claims of a customer which are legally related to the payables of the customer, which have been established by a court or recognized by AGRARVERLAG.

(5) Costs to be reimbursed by to customer for the appropriate debt collection or for the reminder charges may not exceed a degree that is in reasonable relation to the amount due.

§ 6 Right of revocation - special provisions for consumers

The following special provisions apply exclusively to consumers under the Consumer Protection Act. According to § 5e Consumer Protection Act, consumers can withdraw from a contract or contract declaration negotiated at a distance within the period of seven workdays (Saturdays are not to be considered workdays) unless the right of revocation is excluded according to § 5f Consumer Protection Act. It is sufficient if the statement of withdrawal is sent within that period.

For contracts on the delivery of goods, the withdrawal period begins on the date of receipt by the consumer and for contracts on the provision of services with the date of contract.

In this case, the consumer is obliged to return the goods received and to pay a reasonable fee for impairment and use. The purchase price is reimbursed step-by-step. The customer will pay for the cost of returning.

§ 7 Warranty and damages

(1) For customers who are consumers within the meaning of the Consumer Protection Act, the statutory warranty provisions (24 months from receipt of the goods) apply. As far as possible, deficiencies are to be made known at delivery or on detection.

(2) In the case of a legitimately claimed defect, the AGRARVERLAG can remedy the defect either by replacement or by provision of individual replacement parts or (in the case of publications) replacement pages. The right of rescission or price reduction can only be demanded by the customer, if an improvement is not possible or not possible within a reasonable time. In the case of a minor defect, the right of rescission is excluded.

(3) The AGRARVERLAG is liable only for damages for gross negligence. The compensation for consequential damage and economic loss and for damage resulting from third-party claims against the customer is excluded. The presence of misconduct is to be proven by the victim, provided it is not a consumer transaction.

(4) Vis-à-vis consumers liability also applies for slight negligence.

§ 8 Website

(1) The AGRARVERLAG is only liable for its own content on the web sites operated by it. Insofar as it provides access to other websites via links, it is not to be held responsible for the content maintained on these sites. It does not adopt the contents of foreign sites as its own.

(2) The AGRARVERLAG is not responsible for information stored at the request of and coming from a user, insofar as the user is not subject to the AGRARVERLAG or supervised by it.

§ 9 Retention of title

The AGRARVERLAG reserves property until receipt of the entire purchase price of the item sold.

§ 10 Data privacy

(1) The employees of the AGRARVERLAG are subject to the secrecy provisions of the Data Protection Act.

(2) The customer agrees that the use of the data contained in the contract about the customer - that is name, address, email address, telephone number - may be stored, processed and used for purposes of advertising/marketing as referred to in § 11.

(3) This consent (par. 1 and 2) may be revoked by the customer at any time (§ 28 Data Protection Act 2000).

§ 11 Advertising/Marketing

The customer agrees to be informed regularly, also by electronic means, about all existing and new products, events and offers from AGRARVERLAG and its associated or affiliated companies. The customer may revoke this consent at any time by e-mail office@agrарverlag.at.

§ 12 Place of jurisdiction and applicable law

(1) All agreements under these T & C are subject to Austrian law.

(2) Disputes will be settled at exclusively by the competent court at the headquarters of the AGRARVERLAG . If the customer is a consumer within the meaning of the Consumer Protection Act, the jurisdiction of the court is to be applied, in whose district the place of residence or habitual residence or the place of employment of the customer is located.

(3) Place of fulfillment of the contract is the headquarters of the AGRARVERLAG .