

## **TERMS AND CONDITIONS**

### **I. EXCLUSIVITY**

1. We produce and deliver our rifles only at these our general terms and conditions. By sending the order our client accepts these terms and conditions without any reservations. Modifications of these terms and conditions become valid only with our written confirmation.

### **II. PRICES AND PAYMENTS**

1. We reserve the right to change our prices occurred by changes of wages, raw materials or change of prices of additional products.
2. Payments shall be made by the way of banking transfer to our account without any discount fee or any charge or cost.
3. Payments become due
  - a) within 10 (ten) days after having received the order at an amount of 30% of the committed price;
  - b) within 10 (ten) days after having delivered the attestation of the proof-house at an amount of 40% of the committed price;
  - c) within 10 (ten) days after having informed the buyer of having completed the ordered rifle the rest of the committed price.
4. We are entitled to charge interest on the outstanding amount until the day of payment is received at the rate of 6% added to the 3-months-EURIBOR.
5. Payment by irrevocable letter of credit (L/C) is only accepted by a European or other bank with first-rate credit and on the understanding that the bank has to pay the due amount by presentation of
  - a) the information, that the rifle has been completed and
  - ba) the confirmation of having delivered the rifle to the client or
  - bb) the confirmation of the carrier of having received the rifle for delivery to the buyer or
  - bc) our written order to the address of the buyer, to pick up the rifle.
6. Charges, costs and fees whatever have to be paid by the buyer.

### **III. DATE AND PLACE OF PERFORMANCE**

1. The rifle is completed, when we inform the buyer in writing (if wished together with a photo of the rifle).
2. By informing the buyer about the completion of the rifle, we have performed the contract and fulfilled our duties. By this moment all risks change to the buyer and we are only responsible for safekeeping of the rifle in our office.
3. We deliver only ex works of our enterprise, Bahnhofstrasse 5, 9170 Ferlach, Austria.
4. Any dates of delivery are without obligation; we will inform the buyer immediately about delays.

### **IV. RESERVATION OF TITLE**

The title of the ordered rifle is reserved to us until the buyer has paid the committed price fully and completely.

### **V. GUARANTEE**

1. We guarantee for 10 (ten) years the mechanical system and the parts of the locking if these has been handled and serviced properly. This guarantee does not include wear and tear through normal use and/or results of inappropriate handling or use, inappropriate or neglect maintenance or any variations at or of the rifle.
2. This guarantee does not include parts which has been supplied by the buyer.
3. Our guarantee expires with the passing-on of the rifle to third persons; except resale's of dealers to their clients.
4. We fulfil our guarantee solely in our factory. The transport of the rifle to our factory and from our factory to the buyer will be conducted solely on the risk and on the costs of the buyer.

### **VI. LIABILITY AND INDEMNIFICATION**

1. We are liable for the rifle by us produced corresponding to the regulations of the laws of the republic of Austria.
2. For damages on the rifle or by the rifle we are only responsible if these damages are caused by us with intention or gross negligence.
3. The buyer takes notice, that the rifle is a hunting weapon, which is also suitable to hurt or kill people. Inappropriate safekeeping, handling or use of the rifle can cause an injury to the buyer or to the user of the rifle. Therefore the buyer will undertake to use, safe keep, look after and service the rifle with the highest level of diligence.

### **VII. LAW – COURT**

1. All disputes concerning this contract shall be governed by and resolved in accordance with the laws of the republic of Austria. Both parties exclude the application of the UNICITRAL and the Austrian Law BGBI 1988/96 (UN Kaufrechtsübereinkommen).
2. Any controversy or claim arising out of this contract shall be submitted exclusively at that court, which is competent for 9170 Ferlach, Austria.

### **VIII. MISCELLANEOUS**

In the case of discrepancy between the English version of this general Terms and Conditions and the text in German language the version in German language shall prevail.

### **IX. DECLARATION OF THE BUYER**

The buyer declares, having read these terms and conditions and to accept them without any reservation. He confirms, that he is skilled in handling with rifles and that he will undertake to use, safe keep, look after and service the rifle with the highest level of diligence