

GENERAL TERMS AND CONDITIONS

For entrepreneurs

As at 01.06.2026

1. General applicability

- 1.1. These General Terms and Conditions (hereinafter referred to as the "GTC") shall apply to the business relationship and thus to all future contracts, orders and assignments between FloorUnited GmbH, Gewerbepark 21, 4101 Feldkirchen an der Donau, (hereinafter "FloorUnited") and its customers for whom this transaction shall form part of the operation of a business (hereinafter "CUSTOMERS"). The GTC set out the mutual rights and obligations of the contractual partners. FLOORUNITED shall prepare quotations and render services and supplies exclusively on the basis of these GTC. This shall apply to both existing and future contractual relationships, even if no explicit reference is made thereto. In any event, by accepting a delivery, the CUSTOMER shall be deemed to have accepted FLOORUNITED's GTC.
- 1.2. Any verbal agreements between the parties shall be superseded by the written contract.
- 1.3. Any terms and conditions of the CUSTOMER that differ from, conflict with or supplement these GTC shall not form part of the contract, even if FLOORUNITED is aware of them, unless FLOORUNITED has agreed to their validity in writing. The requirement for written form shall be deemed met by sending an email.

2. Offer and conclusion of contract

- 2.1. Orders placed by the CUSTOMER shall only be deemed to have been accepted once they have been confirmed in writing by FLOORUNITED, including by email. Any statements or quotations provided by FLOORUNITED up to that point shall be non-binding and shall be regarded as an invitation to the CUSTOMER to submit a quotation. Automatic order confirmations from FLOORUNITED shall not, in any event, constitute acceptance of the contract.
- 2.2. Offers from FLOORUNITED shall be subject to change. Similarly, technical descriptions and other details contained in quotations, brochures and other information shall be, in the first instance, non-binding.
- 2.3. Quotations and estimates shall be provided in writing only. Verbal cost estimates shall have no legal significance.
- 2.4. Unless otherwise agreed, quotations and estimates shall be subject to a fee.
- 2.5. Quotations and estimates shall be prepared on the basis of information provided by the CUSTOMER, without any guarantee as to their completeness or accuracy.

- 2.6. FloorUnited hereby reserves all rights of ownership and intellectual property rights in respect of illustrations, drawings, calculations and other documents. They must not be disclosed to third parties.
- 2.7. FloorUnited also reserves the right to sell goods offered to the CUSTOMER to third parties during the period of validity of the offer (prior sale). This shall not give rise to any claims on the part of the CUSTOMER.
- 2.8. Should the details contained in written order confirmations issued by FLOORUNITED differ from those in FLOORUNITED's catalogues, brochures or other materials, the details in the order confirmation shall prevail.

3. Prices

- 3.1. Unless fixed prices or price commitments linked to delivery dates have been expressly confirmed, FloorUnited hereby reserves the right to make a corresponding price adjustment in the event of changes in exchange rates, fiscal levies, customs duties, freight, increases in raw material, manufacturing and labour costs that have occurred (or been introduced) between the date of order confirmation and the date of delivery.
- 3.2. Unless otherwise expressly agreed in writing, all prices quoted shall be exclusive of the applicable statutory value added tax. Prices are quoted in euros.

4. Deliveries

- 4.1. Deliveries from FLOORUNITED shall always be made ex works from the Feldkirchen an der Donau location.
- 4.2. Delivery shall be deemed to have been made to the CUSTOMER upon collection by the CUSTOMER or upon handover to the transport company. The risk is, therefore, transferred to the CUSTOMER.
- 4.3. Delivery times and dates shall be initially non-binding. A binding delivery date shall be subject to express written confirmation (including by email) from FLOORUNITED.
- 4.4. In order to comply with a delivery period or date agreed in accordance with Clause 4.2, FLOORUNITED must notify the CUSTOMER that the goods are ready for dispatch within this period, respectively, by the agreed date at the latest, or hand them over to a transport company.
- 4.5. Agreed delivery times shall not commence until all details of the order have been fully clarified. Compliance with any agreed delivery times shall be conditional upon the CUSTOMER fulfilling their contractual obligations.
- 4.6. The scope of FLOORUNITED's obligation to supply shall be determined solely by this contract. We hereby reserve the right to make changes to the design, shape and colour of the product where such changes are necessitated by technical improvements or legal requirements, provided that the changes are not significant or otherwise unreasonable for the CUSTOMER.
- 4.7. FLOORUNITED shall be entitled to make partial deliveries.
- 4.8. The CUSTOMER shall be responsible for paying the packaging and transport costs.
- 4.9. FLOORUNITED does not accept returns of packaging materials.

5. Delivery times/delays

- 5.1. Any agreed delivery period or date shall be subject to events of force majeure. This shall include, for example, strikes, lockouts, fire, natural disasters, transport disruptions, shortages of raw materials and energy, delivery delays from suppliers, epidemics, pandemics, and other unforeseen operational disruptions at FloorUnited or its suppliers.
- 5.2. Delays in delivery resulting from the circumstances mentioned above shall release FloorUnited from any obligation to meet the confirmed delivery period or date. However, this shall not entitle the CUSTOMER to cancel the order placed with FloorUnited or to refuse to accept the delivery. In any of these cases, the CUSTOMER shall have no claim for damages of any kind vis-a-vis FloorUnited.
- 5.3. Should FloorUnited fail to meet delivery deadlines or dates, and the provisions of Clauses 5.1 and 5.2 do not apply, the CUSTOMER shall be obligated to set FloorUnited a reasonable grace period of at least 45 days in writing. Once this grace period has expired, the CUSTOMER may withdraw from the contract. This shall not apply to bespoke orders that involve investment on the part of the contractor. In this case, the CUSTOMER shall be obligated to reimburse the investment costs incurred in full.
- 5.4. In the event of a delay in accepting the delivery provided, the CUSTOMER shall pay any storage costs or demurrage charges to FLOORUNITED. In such cases, the delivery shall be invoiced and shall be payable in accordance with the agreed terms. The risk shall pass to the CUSTOMER upon notification that the goods are ready for dispatch.
- 5.5. FLOORUNITED shall not be obligated to make delivery if the CUSTOMER is in arrears with payment for other deliveries from FLOORUNITED.

6. Terms of payment

- 6.1. Unless otherwise specified in the quotation or in any other written agreement, payment must be made in advance. In this case, invoices issued by FLOORUNITED shall become due for payment in full immediately upon conclusion of the contract or issuance of the invoice. Goods shall only be dispatched once full payment has been received. A discount may only be applied if expressly agreed in writing. In the event of late payment by the CUSTOMER, FLOORUNITED shall be entitled to charge interest at a rate of 12% per annum for the period from the due date until receipt of payment.
- 6.2. Furthermore, all reminder and collection charges and ancillary fees incurred in connection with the outstanding debt shall be payable in the same way as the principal debt.
- 6.3. Should FLOORUNITED handle the debt collection process itself, the CUSTOMER shall pay a flat fee of EUR 40. In addition thereto, the CUSTOMER shall reimburse all costs incurred in connection with reminders, debt collection, enforcement proceedings and legal fees necessary for the appropriate pursuit of legal action, provided that such costs are proportionate to the claim.
- 6.4. The CUSTOMER shall only be entitled to set off claims if their counterclaims have been established by a final court ruling, are undisputed, or have been acknowledged in writing by FLOORUNITED.

- 6.5. The CUSTOMER shall only be entitled to exercise a right of retention to the extent that their counterclaim arises from the same contractual relationship. Where the CUSTOMER exercises its right of retention on the grounds of alleged defects, the amount of such retention shall be limited to the cost of rectifying the defects.
- 6.6. Should the CUSTOMER withdraw from the contract without justification, they shall nevertheless be obligated to pay the agreed fee in accordance with Section 1168 Austrian Civil Code (ABGB). Alternatively, FLOORUNITED shall be entitled to assert a claim for lump-sum damages from the CUSTOMER amounting to 20% of the gross sale price. FLOORUNITED hereby reserves the right to assert a claim for higher damages upon providing appropriate evidence.
- 6.7. In the case of bespoke orders, cancellation is expressly not permitted. In any event, the CUSTOMER must pay the full agreed price in this case.

7. Warranty

- 7.1. Unless otherwise agreed, we shall supply materials of standard commercial quality and specification. The CUSTOMER must notify FLOORUNITED in writing of any defects without delay, and in any event within seven days of delivery, providing a detailed description of the alleged defect; failure to do so shall result in the loss of any legal rights. Complaints pertaining to incomplete or incorrect deliveries must be made within the same timeframe.
- 7.2. The CUSTOMER's warranty claims shall expire six months after delivery.
- 7.3. The assertion of any claims of any kind by the CUSTOMER shall be excluded in the event of repair attempts or repairs carried out by the CUSTOMER, or in the event of improper storage or use.
- 7.4. The reversal of the burden of proof under Section 924 Austrian Civil Code (ABGB) against FLOORUNITED is hereby excluded. The CUSTOMER must provide evidence that the defect existed at the time of delivery, the date on which the defect was discovered, and that the notice of defect was given in good time.
- 7.5. The right of recourse under Section 933b Austrian Civil Code (ABGB) is hereby excluded.

8. Compensation

- 8.1. FLOORUNITED shall be liable for damages resulting from injury to life, limb or health in accordance with prevailing statutory provisions. FLOORUNITED shall only be liable for other damages in cases of wilful misconduct or gross negligence. Liability under the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by the above provisions.
- 8.2. Any claims for damages shall be limited to the value of the contract, excluding tax. FLOORUNITED shall, under no circumstances, be liable for loss of profit or damage to the CUSTOMER'S financial assets.
- 8.3. Any claim for damages shall become time-barred six months after the CUSTOMER becomes aware of the damage and the party responsible for it, but no later than one year after delivery.

- 8.4. Technical advice, specifications and information regarding the possible applications and methods of installation for FLOORUNITED products, as well as any other related statements made by FLOORUNITED or its agents, shall always be provided to the best of our knowledge, but shall be non-binding and exclude any liability. All information regarding technical specifications is for guidance only. In practice, this must be tested and approved by the CUSTOMER at their own expense.

9. Retention of title

- 9.1. The CUSTOMER shall not acquire ownership of the goods covered by this contract until all claims arising from this contract and from the business relationship with FLOORUNITED have been paid in full (retention of title). In the case of an open account, ownership serves as security for FLOORUNITED's outstanding balance. The buyer may only sell the goods subject to retention of title in the ordinary course of business. In such an event, he hereby assigns to FLOORUNITED – on a priority basis and including all ancillary rights – any claims against third parties arising therefrom, up to the amount of said claims. This right of disposal shall not apply if the CUSTOMER is in arrears with any payment to FLOORUNITED or, applying the standard of care expected of a prudent businessman, has reason to fear that they will be unable to settle FLOORUNITED's claim when it falls due.
- 9.2. The CUSTOMER shall be obligated to record the existing retention of title in its accounts and to inform the buyer of the goods subject to retention of title of this.
- 9.3. The CUSTOMER hereby instructs and authorises FLOORUNITED, where applicable, to assert the rights under the Austrian Civil Code (ABGB) against its contractual partner on its own behalf or on behalf of FLOORUNITED, but for its account, and for this purpose assigns to FLOORUNITED the rights of enforcement under the Austrian Civil Code (ABGB) to which it is entitled against the contractual partner, as well as any new rights arising therefrom.
- 9.4. FLOORUNITED hereby accepts the above assignments, but agrees, subject to revocation at any time, to the CUSTOMER'S collection and enforcement of the assigned claims. Should FLOORUNITED disclose the assignment, the CUSTOMER must immediately provide FLOORUNITED, at its own expense, with all information and documents necessary to enforce the claims, the latter at least in copy form. The goods subject to retention of title may not be pledged or transferred by way of security; the CUSTOMER must notify FLOORUNITED immediately of any attachment of the goods subject to retention of title or any other interference with them by third parties.

10. Special provisions

Any amendments to these General Terms and Conditions, as well as any agreements that conflict with FLOORUNITED's terms and conditions, shall only be valid if they have been confirmed in writing by FLOORUNITED.

11. Contract language

- 11.1. The only language that applies to the conduct of business is the language of the offer; in case of doubt, this is German. This shall include all documents and descriptions.
- 11.2. Should communication with the CUSTOMER take place in a language other than this one, the chosen language shall also be deemed the language of the contract. In the event of any questions of interpretation, the language of the offer shall be decisive; in case of doubt, the German wording shall prevail.
- 11.3. However, this deviation from the agreed contract language shall apply exclusively to this CUSTOMER and to the contract entered into. The CUSTOMER shall not be entitled to enter into further contracts in a language other than the relevant contract languages. Other CUSTOMERS shall not be entitled to choose a language other than German as the language of the contract.

12. Governing law, jurisdiction and place of performance

- 12.1. The following shall apply to CUSTOMERS based in the EU:
 - 12.1.1. Austrian law shall apply exclusively, to the exclusion of international conflict-of-law rules. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. The place of performance shall be A-4101 Feldkirchen an der Donau. The exclusive place of jurisdiction for all disputes arising from (or in connection with) the CUSTOMER'S existing and future contractual relationships, orders and contracts shall be the competent court in A-4020 Linz.
- 12.2. The following shall apply to CUSTOMERS based outside the EU:
 - 12.2.1. Any disputes, differences of opinion or claims arising from (of or in connection with) this contract – including its validity, invalidity, breach, termination or nullity – shall be finally settled in accordance with the Rules of Arbitration of the International Court of Arbitration of the Austrian Federal Economic Chamber (“Vienna Rules”) by one or three arbitrators appointed in accordance with said Rules. Austrian substantive law shall apply (excluding the applicability of the UN Convention on Contracts for the International Sale of Goods and the Austrian Act on Private International Law). The language to be used in the arbitration proceedings shall be English. The place of arbitration shall be A – 4101 Feldkirchen an der Donau. All proceedings are to take place in 4101 Feldkirchen an der Donau, Austria.

13. Severability clause

Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions or of any contracts concluded on the basis thereof. In such a case, the invalid provision shall be replaced by a valid provision that most closely reflects the spirit and purpose of said original provision, so as to achieve the intended economic objective.