



**General Terms and Conditions of Sale for  
food service display items of Adolf Darbo AG**  
(As of: 05.07.2021)

**1. General**

1.1 The General Terms and Conditions of Sale for food service display items of Adolf Darbo AG (hereinafter "Terms and Conditions of Sale") shall apply in business transactions of Adolf Darbo AG (hereinafter: "DARBO", "we" or "us") with companies, legal entities under public law and special funds under public law for all orders placed with us for delivery of food service display items.

1.2 Food service display items offered by DARBO including, amongst other things, display stands, pots and dispensers for the breakfast buffet (hereinafter: "goods"), are sold exclusively to persons who purchase them for use in the course of their business activities. There shall be no sale to consumers.

1.3. The buyer's general terms and conditions of business, delivery and payment are not accepted, even if the buyer's terms and conditions are not expressly rejected. Our Terms and Conditions of Sale shall be deemed to be agreed if goods are ordered in writing, verbally or via the web shop. Deviating verbal agreements before, upon or after conclusion of the contract shall require our written and express confirmation to become effective. These Terms and Conditions of Sale shall also apply to all future deliveries to the buyer until they are revoked by us.

**2. Offer, delivery, payment**

2.1 Our offers are subject to change. The purchase contract shall only be concluded when we send our written order confirmation.

2.2. Unless otherwise expressly stated, the prices stated by us are exclusive of VAT and exclusive of shipping costs. In the event of offsetting, the statutory value added tax shall be added to these prices. If a valid VAT number is correctly stated, no VAT will be charged for intra-Community deliveries to another member state of the EU. In the case of deliveries to a country outside the EU, other taxes, customs duties and charges may be incurred that are likewise not included in the stated prices and will therefore be added.

2.3 Shipping within Austria and within the EU is free of charge. Costs for shipping to other countries shall be charged for orders via the web shop in accordance with the cost information presented in the web shop and in other cases in accordance with the agreement.

2.4. If no special agreement has been made, the goods shall be shipped DAP (INCOTERM 2020).

2.5 DARBO shall be entitled to effect partial deliveries or to withdraw from the contract without stating reasons if the goods are not available or are temporarily unavailable and cannot be held liable for any resulting disadvantage incurred by the buyer.



2.6. When ordering via our web shop, payment must be effected immediately during the ordering process. In the case of verbal or written orders, goods must be paid for within 14 days of the invoice date without deduction and free of charges.

2.7 If the buyer is in default of payment, we shall be entitled to charge interest on arrears at the statutory rate (§ 456 UGB (Austrian Enterprise Code)).

2.8 If DARBO grants a discount for the purchase of food service display items, this shall be subject to the condition that the goods are used exclusively for the presentation and provision of DARBO's foodstuffs. If food service display items are used for products of other manufacturers, DARBO shall be entitled to reverse the discount retrospectively.

### **3. Reservation of title**

The goods shall remain our property until full payment of all DARBO's claims arising from the purchase contract, including costs and interest.

### **4. Warranty**

4.1. The buyer shall be required to inspect the accepted goods for defects or shortages immediately after delivery and to give written notification of any defects or shortfall immediately, but no later than 5 working days after delivery; otherwise claims shall be excluded. Hidden defects must be reported in writing without delay, but no later than 5 working days after their discovery; otherwise claims shall be excluded. If the purchaser fails to give notice of defects in due time, claims for warranty, for loss or damage due to the defect and claims arising from an error concerning the defect-free status of the item can no longer be asserted.

4.2 Notices of defects shall not confer entitlement to withhold the purchase price in whole or in part.

4.3. The right to warranty shall expire after 12 months from delivery of the goods in any case.

4.4. The buyer must always prove that the defect existed already at the time of transfer.

4.5 In the case of warranty claims by the buyer, we shall be entitled, at our free and sole discretion, to improve the goods, provide a replacement or offer a price reduction. Notifications of defects shall be inconsequential for DARBO if the buyer or third parties have carried out repairs or other measures on the delivered goods independently and without our prior express and written consent.

4.6 Any recourse of the buyer against DARBO pursuant to § 933b ABGB (Austrian Civil Code) is expressly excluded.

## **5. Product liability**

Any recourse claims asserted against us by the buyer or third parties under the heading of "product liability" within the meaning of the *Produkthaftungsgesetz* (Austrian Product Liability Act) shall be excluded unless the party entitled to recourse proves that the defect was caused in our sphere and was due at least to gross negligence.

## **6. Compensation**

6.1 DARBO shall not be liable for slight negligence. This shall not apply to personal injuries or cases of statutory mandatory liability. A claim that DARBO has acted with gross negligence or intent must be proven by the buyer.

6.2 There shall be no liability for consequential damages, in particular lost profit.

## **7. Final provisions**

7.1 The place of performance both for our performance and for the consideration shall be 6135 Stans, Dornau 18, Austria.

7.2 All legal relations between us and the buyer shall be governed exclusively by Austrian law, excluding the rules on conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

7.3 The exclusive place of jurisdiction for disputes arising from or in connection with our deliveries and the underlying contracts shall be the court that has subject-matter jurisdiction for 6135 Stans. However, we shall also be entitled to sue the buyer at their general place of jurisdiction.

7.4 If any provision of these Terms and Conditions of Sale or of any additionally concluded agreements made are or become invalid, this shall not affect the validity of the remaining provisions contained in these Terms and Conditions of Sale. The contracting parties shall be required to replace the invalid provision with another regulation that reflects the economic outcome of that provision as closely as possible.

7.5 The present General Terms and Conditions of Sale were written in German and translated into English. Only the German-language version is legally valid. The English version is for information purposes only.



**Contact address**

A. Darbo AG  
Dornau 18  
A-6135 Stans / Tyrol – Austria  
Tel.: +43 (0)5242 6951-0  
Fax: +43 (0)5242 6951-33  
E-Mail: [info@darbo.at](mailto:info@darbo.at)  
Website: <https://shop.darbo.com>