



NUNTIO Audio-Video Solutions GmbH
Josef Madersperger Straße 5
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E office@nuntio.at
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Purchase Terms and Conditions

1.

All transactions with NUNTIO Audio-Video Solutions GmbH (hereafter referred to as NUNTIO) in connection with the sale of moveable property and/or intangible goods (hereafter also referred to as movable property) by NUNTIO shall be subject to the "Purchase Terms and Conditions" (hereafter referred to as "Purchase T&Cs"), in addition to the Terms and Conditions (T&Cs) of NUNTIO that are otherwise applicable to those points not governed in more specific detail by these Purchase T&Cs. Conflicting T&Cs of the customer shall not be recognised by NUNTIO unless expressly agreed otherwise.

2.

By entering into a purchase agreement, NUNTIO undertakes to provide the purchased goods from stock. If a delivery by NUNTIO is agreed in the purchase agreement, then the goods will be transported at the purchaser's costs and risk.

3.

NUNTIO may exceed a delivery time in the event that a delivery time is agreed, particularly in cases of disruptions to business operations, culpability on the part of third parties or force majeure. If the delivery becomes impossible in part or in whole conclusively or over the longer term (more than 4 weeks beyond the delivery period) then NUNTIO shall be entitled to withdraw from the agreement.

If a delivery time is agreed in the purchase agreement then this purchase shall still not be considered to be a transaction for delivery by a fixed date unless specifically designated separately as such. Transactions for delivery by a fixed date shall release both parties from obligation if the delivery is not provided by the designated time.

Claims for compensation and rights of withdrawal or reduction of the price by the customer on account of delayed deliveries or impossibility of the delivery are excluded.

4.

In the event that separate expenses, costs and/or fees are incurred in connection with customs clearance for goods then NUNTIO shall be entitled to pass these costs onto the customer (see also Terms and Conditions for Payment, Handover, Default, Cancellation and Jurisdiction, section 3). The customer will indemnify NUNTIO and hold it harmless in full for additional costs of this kind.

5.

In the event that claims under warranty are justified and are not excluded, NUNTIO reserves the right to carry out repairs or to make a replacement delivery at its discretion in the event that defects are identified. Multiple repairs shall be permissible. All warranties provided by the manufacturer will be passed onto the customer wherever permissible, meaning that the customer may assert the claims under the warranty against the manufacturer. Warranties beyond this will not be provided by NUNTIO in its own name under any circumstances.



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6.

NUNTIO shall retain the title to the goods provided until all of NUNTIO's claims against the customer from the business relationship have been settled, including any claims arising in future from agreements entered into at the same time or subsequently.

The goods must be stored properly by the customer until payment is received in full and the customer shall be under an obligation to insure these adequately against any risks. The customer shall assign its claims under the insurance policies to NUNTIO. NUNTIO reserves the right to accept the assignment in the event that damage occurs. The customer shall be liable to NUNTIO as a borrower in accordance with sections 978ff of the Austrian Civil Code (ABGB).

In the event that the goods are processed or reworked in any way, the customer shall not acquire sole title to the items produced in whole or in part. Processing or reworking of the goods shall not be permitted without a separate agreement and the customer shall be liable to NUNTIO for any damage in the event of an infringement in the same way as a borrower.

NUNTIO shall in any case acquire sole title to the items produced with the goods delivered (including in the event of unlawful processing or rework), irrespective of any of NUNTIO's claims for compensation against the customer that may arise in place of or in addition to acquisition of the title.

Resale of the goods in the ordinary course of business shall only be permitted until this permission is revoked and provided that the customer is not in default with its performance obligations towards NUNTIO. Resale shall only be permitted subject to assignment of the sales proceeds to NUNTIO and provided that the retention of title is also passed onto the third party. In the event that the customer is in default of payment, NUNTIO shall be entitled to assert the assigned claims against the debtor under the assignment and to call the claim due for payment. Any payments previously made to the customer by the third party must be surrendered by the customer as a result of the assignment to NUNTIO.

The right to resell the goods shall expire with a suspension of payments on any grounds whatsoever, or following an application to open insolvency proceedings or distraint proceedings (irrespective of the applicant or type of proceedings).

The customer shall be under an obligation to provide information to NUNTIO within 7 days regarding the inventory and storage of the goods subject to retention of title, as well as of any claims that may have been assigned. NUNTIO shall also be expressly entitled to demand judicial accounting in this regard.

7.

In the event of default of payment, the customer hereby authorises NUNTIO for the purposes of enforcing the right of return based on the retention of title to enter all business premises, private areas and/or storage areas/spaces that are co-owned by the customer on any legal grounds whatsoever and to take possession of the goods. As a result of this, the agreement shall be considered to have been cancelled by the customer and the latter shall be under an obligation, in accordance with the Terms and Conditions for Payment, Handover, Default, Cancellation and Jurisdiction, to pay the full purchase price plus any further expenses and interest without having any claim for a return of the goods.