

General Terms of Business for Corporate Clients of Ing. Fritsch Trade GmbH § 1 Applicability of the terms

1. Unless otherwise agreed in contracts for support service or maintenance, these General Terms of Business ("GTB") apply for the entire business relationship of Ing. Fritsch Trade GmbH, Lagerhausgasse 2, A-2232 Deutsch Wagram ("Ing. Fritsch Trade", "we", "us" or "our") and its clients or contracting partners ("Customer", "you" or "your") in the version valid at the time of contract conclusion.

2. Our GTB will not apply to contracts concluded with consumers as defined by the Consumer Protection Act.

Persons who are deemed consumers as defined by the Consumer Protection Act will inform us thereof when a business contact is initiated, to enable us to consider the consumer's position through appropriate individual contracts and general terms of business for consumers.

Any breach of this obligation to inform will irrevocably entitle us to claims for damages or contestation.

3. You acknowledge that these GTB will apply to the entire business relationship. You may not use your own GTB even if you notify us about them. If you enter a business relationship with us by using the website, you acknowledge these GTB as a foundation for the entire business relationship between you and us by clicking in the field to accept these GTB.

4. Special regulations made between you and us which change or override these GTB must be in writing and signed by our management.

5. The contract can be concluded only in German. These GTB also apply as amended to any and all future transactions you conclude with us. The terms as amended can be retrieved under the website www.austriaarms.com

§ 2 Contract conclusion

1. Announcements we make on our website or in other media (such as the radio or advertising folders) do not constitute an offer, but an invitation for you to make an offer. Any order you place will constitute an offer to Ing. Fritsch Trade to conclude a contract only if you pay the fee in advance. You will be bound to that offer for at least four weeks, subject to any statutory rights of withdrawal.

Military and Civilian Weapons, Ammunition, Military Equipment, Solutions for Special Forces

- Baikal • B&T • Beretta • Benelli • CZ • Chiappa • Desert Tactical Arms • Elcan • Fabarms • FN Browning • Glock • Heckler & Koch
- Kahles • Kahr Arms • KelTec • Magnum Research • Magtech • Marlin • Oberland Arms • Remington • Ruger • RUAG • Schmidt+Bender
- Sako • Savage Arms • Steyr-Mannlicher • STI International • Sellier & Bellot • SIG Sauer • Smith & Wesson • Taurus • Walther

2.If you order goods and services through the website, by email or by post, Ing. Fritsch Trade will expressly confirm that offer through an order confirmation sent electronically, by telephone, or by post. That order confirmation will not be deemed acceptance of the offer, but will merely inform you that Ing. Fritsch Trade has received your order.

3.Ing. Fritsch Trade will accept an offer to conclude a contract made to us outside our business premises (by using our website, sending emails, by post or by telephone) by rendering the service in question or by sending the ordered product. A purchase contract will be formed only if Ing. Fritsch Trade sends you the ordered product within the offer period.

§ 3 Remuneration; Prices

1.The amount of the remuneration in question depends on the price list valid at the time of delivery or service rendering by Ing. Fritsch Trade, or the customer retail prices recommended by the respective supplier of hardware or software components.

2.All remuneration and fees are understood as being from our registered office. Unless indicated otherwise, they do not include VAT or any stamp duties.

3.You will be billed separately for the services listed in “§ 3 (2) Remuneration; Prices”.

§ 4 Payment conditions

1. Ing. Fritsch Trade is entitled to render partial deliveries and partial services and issue partial invoices accordingly.

2.All invoiced amounts must be paid within 7 days from the invoice date, without deductions and free of charges. Cashless payments must be promptly transferred into the bank account shown on the bill so that the invoiced amount is received on the due date at the latest. Your payment will be deemed paid as soon as it is received into our business account.

3.Payments received will be first applied to compound interest, then to interest and incidental charges, then to the outstanding capital beginning with the oldest debt. If you must fulfil your payment obligations by making instalments, it is hereby agreed that if even one instalment is late, the entire outstanding payments will become due immediately.

Military and Civilian Weapons, Ammunition, Military Equipment, Solutions for Special Forces

- Baikal • B&T • Beretta • Benelli • CZ • Chiappa • Desert Tactical Arms • Elcan • Fabarms • FN Browning • Glock • Heckler & Koch
- Kahles • Kahr Arms • KelTec • Magnum Research • Magtech • Marlin • Oberland Arms • Remington • Ruger • RUAG • Schmidt+Bender
- Sako • Savage Arms • Steyr-Mannlicher • STI International • Sellier & Bellot • SIG Sauer • Smith & Wesson • Taurus • Walther

4. If a payment is late, Ing. Fritsch Trade may charge default interest amounting to 8% above the valid base interest rate beginning with the due date, without prejudice to further claims. The default interest will be capitalized on expiry of 3 months after the due date.

You will reimburse us for any incurred dunning expenses. This includes a lump sum of 10 euros plus postage for every reminder notice sent, and 15 euros biannually for keeping a record of the debt relationship within the reminder system. You will also reimburse us for any incurred dunning or debt collection expenses which are necessary for expedient legal prosecution, as well as the costs for engaging a lawyer according to the general fee criteria for lawyers (AHK) as amended.

5. If you default in payment—including an instalment—the agreed periods allowed for payment will become invalid, all invoices issued will become due for payment immediately, any discount agreements will become ineffective, and no discount will be permitted until all receivables have been settled, along with their interest and costs, for the following invoiced amounts as well.

Without prejudice to our other rights, we may discontinue rendering services for you during a period of such payment default and demand a reasonable prepayment before starting to render them again.

§ 5 Retention of title

1. All goods and items will be delivered under retention of title and will remain our property until they have been paid for in full, including all ancillary fees. We may make our property externally recognisable.

2. The goods under retention of title may not be pledged or conveyed by way of security. In case of distraint or other demands by third parties, you will take all measures to suspend execution regarding these objects, assert our ownership rights, and inform us of the situation without undue delay.

Authorisation of use and usage rights are granted under retention of the complete payment of all agreed fees (“copyright-based retention of title”).

§ 6 Your obligations

1. You will cooperate as needed and will ensure that all conditions which are necessary for us to render services properly are met in a timely manner.

Military and Civilian Weapons, Ammunition, Military Equipment, Solutions for Special Forces

- Baikal • B&T • Beretta • Benelli • CZ • Chiappa • Desert Tactical Arms • Elcan • Fabarms • FN Browning • Glock • Heckler & Koch
- Kahles • Kahr Arms • KelTec • Magnum Research • Magtech • Marlin • Oberland Arms • Remington • Ruger • RUAG • Schmidt+Bender
- Sako • Savage Arms • Steyr-Mannlicher • STI International • Sellier & Bellot • SIG Sauer • Smith & Wesson • Taurus • Walther

2. You will bear any delivery delays or increased costs incurred by incorrect, incomplete or subsequently altered information or demands you have provided. You will also bear any ensuing additional costs and will indemnify us and hold us harmless in this regard.

§ 7 Rendering of services by Ing. Fritsch Trade

1. The invoice will be authoritative for the type and scope of services we will render.

2. Agreements made before contract conclusion must be signed in writing to be effective.

3. Deadlines and time limits will be ineffective unless we have confirmed them in writing. You must meet your obligations before we comply with deadlines or time limits. If we cannot comply with binding deadlines or time limits due to circumstances beyond our control, an extension of the performance deadlines will be agreed. That extension must last as long as the hindrance, plus a reasonable start-up period. In any case, you may not withdraw from the contract during this period.

4. Otherwise, we will default only if you have given us a written grace period of at least 14 days for rendering services.

5. We will render services within normal business hours, wherever the EDP system is located on your premises, or in our business premises (at our discretion). If you wish for us to render services outside normal business hours, you must compensate us separately for the additional costs.

Our invoicing is based on prompt, complete and defect-free performance. Exceptions for services that have not yet been rendered must be expressly noted as such on our invoice.

The contract originator is entitled to object in writing within 7 days of the invoice date. After expiry of the objection period, or by paying the invoiced amount, the contract originator fully acknowledges the contents and amounts of the invoice in question. If the contract originator objects in writing during this period, we will examine the invoice in question and correct it if necessary.

Military and Civilian Weapons, Ammunition, Military Equipment, Solutions for Special Forces

- Baikal • B&T • Beretta • Benelli • CZ • Chiappa • Desert Tactical Arms • Elcan • Fabarms • FN Browning • Glock • Heckler & Koch
- Kahles • Kahr Arms • KelTec • Magnum Research • Magtech • Marlin • Oberland Arms • Remington • Ruger • RUAG • Schmidt+Bender
- Sako • Savage Arms • Steyr-Mannlicher • STI International • Sellier & Bellot • SIG Sauer • Smith & Wesson • Taurus • Walther

§ 8 Warranty

8.1. Defects

Ing. Fritsch Trade will ensure that the contractual object possesses the stipulated qualities.

Oral information and promises, prospectuses and advertising statements of any type (especially descriptions, statements about quality, characteristics, composition and applicability), information in handbooks, catalogues, prospectuses and other advertising materials are not binding unless designated as such. They are subject to change and will not be deemed assurance of any certain property. Faults, disturbances or damage attributable to improper operation, changes made by you, abnormal operating conditions, contamination with viruses, or operating errors (including deviation from installation and storage conditions, improper tampering from third parties, etc.), will void any warranty.

Claims against Ing. Fritsch Trade arising from any guarantee made by a manufacturer or other third party (referred to hereinafter as “manufacturer’s guarantee”) which goes beyond warranty claims are excluded to the extent permitted by law. You are entitled to claims arising from a manufacturer’s guarantee only against the manufacturer or third party who promised the guarantee. The existence and extent of such an urgent manufacturer’s guarantee can be inferred from the product information in question.

If a warranty case arises regarding a product purchased through distant marketing, the goods can be returned to Ing. Fritsch Trade GmbH, Lagerhausgasse 2, A-2232 Deutsch Wagram (on consultation). If it turns out that no defect exists which is subject to warranty, Ing. Fritsch Trade will bill you for incurred expenses.

Defects and other objections must be reported in writing and thoroughly documented without undue delay (but at the latest within 7 days from fulfilment), failing which the warranty rights will expire. Hidden defects must be reported in writing and thoroughly documented without undue delay after their discovery.

Presumption of defectiveness under § 924 ABGB (Austrian General Civil Code) is expressly excluded.

Replacement deliveries or rectifications of defect will not extend, hinder or interrupt the warranty period.

Rights of recourse against Ing. Fritsch Trade under § 933 ABGB (Austrian General Civil Code) are expressly excluded.

Asserting defects will not entitle you to object on the grounds of an unfulfilled contract.

All services we invoice for product certifications and product registrations will be checked by the contract originator for correctness of contents, who will also fully accept them as soon as the invoice has been paid. Objections may not be raised later (after payment has been made) for product certifications or registrations.

Military and Civilian Weapons, Ammunition, Military Equipment, Solutions for Special Forces

- Baikal • B&T • Beretta • Benelli • CZ • Chiappa • Desert Tactical Arms • Elcan • Fabarms • FN Browning • Glock • Heckler & Koch
- Kahles • Kahr Arms • KelTec • Magnum Research • Magtech • Marlin • Oberland Arms • Remington • Ruger • RUAG • Schmidt+Bender
- Sako • Savage Arms • Steyr-Mannlicher • STI International • Sellier & Bellot • SIG Sauer • Smith & Wesson • Taurus • Walther

8.2. Warranty remedies

In the event of a warranty, improvement always takes precedence over price reduction or redhibition.

If improvement does not occur within a reasonable period, you can demand a price reduction or, if the contractual object's usability is significantly reduced, a contract rescission, at your discretion.

§ 9 Disclaimer

1. Ing. Fritsch Trade will be liable for damages only if it is proven that we are guilty of intent or gross negligence within the framework of statutory provisions.

2. Under no case will we be liable for damages arising from slight negligence, or for consequential damages and financial losses, unachieved savings and loss of interest, or for damages arising from third-party claims against you.
In each case, our liability will be limited to the respective order volume (order sum). In no case will we be liable for an amount larger than the fee agreed between you and us.

3. Claims for damages must be asserted within 6 months from the date on which the entitled party learned of the damage, failing which that right will expire.

4. You will back up data and programmes at intervals adequate for their use (but at least once a day), thereby guaranteeing that they can be restored with reasonable effort.

§ 10 Right of withdrawal

If your asset situation worsens after contract conclusion, or if such worsening is to be feared, especially if you have filed a motion for initiating insolvency proceedings, or if we learn after contract conclusion that your asset situation has worsened, we can demand within a reasonable period that you provide a security for all claims that are due at this time.

If that period expires to no avail, we may withdraw from the contract.

§ 11 Non-disclosure; Data protection

1. Neither we nor you will disclose or forward to third parties any facts or information we or you learn about in connection with the execution of this contract, and will ensure that unauthorized third parties, especially co-workers, cannot obtain knowledge of this information.

Military and Civilian Weapons, Ammunition, Military Equipment, Solutions for Special Forces

- Baikal • B&T • Beretta • Benelli • CZ • Chiappa • Desert Tactical Arms • Elcan • Fabarms • FN Browning • Glock • Heckler & Koch
- Kahles • Kahr Arms • KelTec • Magnum Research • Magtech • Marlin • Oberland Arms • Remington • Ruger • RUAG • Schmidt+Bender
- Sako • Savage Arms • Steyr-Mannlicher • STI International • Sellier & Bellot • SIG Sauer • Smith & Wesson • Taurus • Walther

2.The confidential information protected by this agreement particularly includes data, know-how, lists of customers or business partners, business reports, calculation bases and price lists, business strategies or preparations, and any ideas that we or you entrust to each other in oral or written form or are available in electronic or other form (“trade secrets”).

3.Furthermore, neither contracting party will enable or promote the use by third parties of confidential information obtained from the other party.

We will use any data you have given us only to render the contractually owed work, will guard data secrecy, and will take the necessary safety precautions to ensure within the limits of what is technically possible and economically feasible that the data is protected from accidental or illicit destruction or loss, that it is used properly, and that the data is not accessible to unauthorized parties. We obligate all our employees to comply with the provisions of § 15 DSG.

§ 12 Final provisions

1. Offsetting; Assignment

You may not offset your claims against ours or withhold payment. Payment may be withheld if there are justified claims to improvement, but only if those claims are acknowledged or supported by a judgment debt and only within the scope of the expense necessary for the improvement.

Neither we nor you may assign rights and obligations under this contract without the prior written consent of the other party.

2. Written form

Amendments to these GTB and all concluded contracts always require the written consent of both parties. This also applies to any waiver of this requirement for written form.

3. Notifications

Notifications and declarations of intent will be sent to the address you indicate in your order unless another address is disclosed in writing.

The information you provide on contract conclusion must be complete and correct. If you provide incomplete, incorrect or unclear information, you will bear the costs incurred thereby. You will inform us in writing and without undue delay of any changes to your name, address or registered office. If you fail to do so, effective notices may be sent to your last disclosed address.

Military and Civilian Weapons, Ammunition, Military Equipment, Solutions for Special Forces

- Baikal • B&T • Beretta • Benelli • CZ • Chiappa • Desert Tactical Arms • Elcan • Fabarms • FN Browning • Glock • Heckler & Koch
- Kahles • Kahr Arms • KelTec • Magnum Research • Magtech • Marlin • Oberland Arms • Remington • Ruger • RUAG • Schmidt+Bender
- Sako • Savage Arms • Steyr-Mannlicher • STI International • Sellier & Bellot • SIG Sauer • Smith & Wesson • Taurus • Walther



4. Severability clause

Finding individual provisions of these GTB to be fully or partially invalid or unenforceable, now or in the future, will not invalidate its remaining provisions. The invalid or unenforceable provision will be replaced by a reasonable regulation that comes closest to what we and you would have reasonably wished if this point had been considered on contract conclusion. The same applies in case these terms contain regulatory gaps.

5. Choice of law

Unless otherwise agreed, the statutory provisions applicable between companies will apply exclusively under Austrian law even if the order is executed outside of Austria. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) will not apply.

6. Place of jurisdiction

Any disputes will be settled by the court having subject-matter jurisdiction for our registered office.

Military and Civilian Weapons, Ammunition, Military Equipment, Solutions for Special Forces

- Baikal • B&T • Beretta • Benelli • CZ • Chiappa • Desert Tactical Arms • Elcan • Fabarms • FN Browning • Glock • Heckler & Koch
- Kahles • Kahr Arms • KelTec • Magnum Research • Magtech • Marlin • Oberland Arms • Remington • Ruger • RUAG • Schmidt+Bender
- Sako • Savage Arms • Steyr-Mannlicher • STI International • Sellier & Bellot • SIG Sauer • Smith & Wesson • Taurus • Walther

Ing. Fritsch Trade GmbH
Lagerhausgasse 2
2232 Deutsch-Wagram, Austria
Tel: +43-664-510 2495
Fax: +43-2247-51879
fritsch@austriaarms.com

Banc: Unicredit Bank Austria
Account name:
Ing. Fritsch Trade GmbH
IBAN: AT21 1200 0514 3400 4094
BIC/Swift: BKAUATWW

Registered in Austria, Commercial
Register Korneuburg FN284806h
Weapons Trading Permit
GFW1-G-06693 Austrian Government
VAT Identification Code:
ATU62908633
EORI (customs): ATEOS1000016174