

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR CONSUMERS

of hollu Systemhygiene GmbH

## 1. General information

- 1.1. The General Terms and Conditions of Sale and Delivery apply to all legal relationships between hollu Systemhygiene GmbH and its private customers (consumers).
- 1.2. All services (which includes the delivery of goods and the provision of services) provided to customers (consumers) by hollu Systemhygiene GmbH are exclusively on the basis of the following General Terms and Conditions of Sale and Delivery. These General Terms and Conditions of Sale and Delivery are explicitly acknowledged when the order is placed with us.
- 1.3. Our cost estimates are non-binding unless we have explicitly stated that they are binding and, unless a different date is given, are valid for 1 month from the date of issue. If key factors in the price calculation change, we are generally entitled to increase prices agreed as binding in line with the additional charges.
- 1.4. Any printing errors, obvious errors, typographical or arithmetic errors are not binding for us.

## 2. Conclusion of contract

- 2.1. Only people who have reached the age of 18 and are not limited in terms of legal capacity at the time the contract is concluded are entitled to conclude a contract.
- 2.2. In the online shop, the customer makes a binding offer to purchase the goods in the shopping cart by clicking 'Order and pay'. By clicking this button, you accept these General Terms and Conditions of Sale and Delivery.

## 3. Delivery times and shipping

- 3.1. The delivery time is usually a maximum of 5 working days from receipt of the order, although partial deliveries are permitted. Specification of the delivery time is non-binding unless there is a written agreement that states otherwise. The contract is concluded through delivery. If the goods are not available, no contract will be concluded, and we will inform the customer of this circumstance.
- 3.2. Deliveries are made freight prepaid using our own delivery vehicles. For orders with a value of less than EUR 150.00 (excluding VAT), a fixed transport surcharge of EUR 18.50 excluding VAT will be charged, regardless of the number and weight of the items.
- 3.3. In the event of delays in delivery, such as force majeure, traffic disruptions and orders from higher authorities, as well as other events for which hollu Systemhygiene GmbH is not responsible, such as strikes, fire, storms or delivery delays on the part of sub-suppliers, no claim for damages can be asserted against hollu Systemhygiene GmbH.
- 3.4. If delivery is made by a freight forwarder or parcel service, the customer will be charged transportation costs, unless otherwise agreed.
- 3.5. If delivery is delayed by sub-suppliers, which is not the fault of hollu Systemhygiene GmbH, and delivery does not take place (impossibility), hollu Systemhygiene GmbH is not responsible for this circumstance.
- 3.6. The customer is obliged to check the goods for completeness on acceptance. Any later assertion of quantitative defects is excluded.
- 3.7. If an agreed delivery date is not observed, the customer is not released from the obligation to accept the delivery.

## 4. Prices and payment

- 4.1. All prices shown in our price lists and in the online shop are inclusive of statutory VAT.
- 4.2. When making a purchase in the online shop, the payment systems offered are available to you.
- 4.3. As the online shop is continuously updated, information provided at an earlier point in time regarding the price and quality of the goods becomes invalid. Errors and printing errors remain reserved. The price shown when the customer submits their offer is binding for invoicing purposes.
- 4.4. The customer is obliged to pay the invoice amount within 10 days net of the invoice date.
- 4.5. If an electronic invoice is agreed upon, the payment term is extended to 14 days net or 10 days and 2% discount.
- 4.6. If a direct debit is agreed, the discount increases to a 3% discount.
- 4.7. The payment term is extended to 20 days net if electronic invoicing and direct debit are agreed upon.
- 4.8. The payment terms shown are uniformly applicable to all hollu services, with the exception of hollu Academy Classroom Training Courses. This includes hollu products, merchandise, AWT/S&M services, and digital NOA products.
- 4.9. Payment for hollu Academy Classroom Training Courses is due 30 days prior to the course start date, without additional deductions.
- 4.10. If the customer does not meet its payment obligation in accordance with section 4, interest on arrears within the meaning Section 1000 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) will be charged. The right to possibly assert further claims for damages remains unaffected.
- 4.11. In the event of default in payment, the customer shall reimburse all costs necessary for appropriate legal action (in particular reminder fees and collection costs pursuant to Section 1333 Para. 2 ABGB).
- 4.12. Cash payments made to our employees for invoices are only considered to discharge the customer's debt in the case of cash on delivery orders or after presentation of authority to collect.

## 5. Retention of title

- 5.1. Until full payment has been made, the delivered goods remain the property of hollu Systemhygiene GmbH (retention of title).

## 6. Right of cancellation

### 6.1. Right of cancellation and cancellation period

(Section 11 of the Distance and External Transactions Act [Fern- und Auswärtsgeschäfte-Gesetz, FAGG])

The customer may cancel a distance selling contract or a contract concluded outside of business premises within 14 days without giving reasons for this cancellation.

The cancellation period starts:

6.1.1. on the day the contract is concluded for service contracts;

6.1.2. for sales contracts and other contracts intended for the purchase of goods for consideration:

- a) on the day on which the customer or a third party named by the customer who does not act as a carrier acquires possession of the goods;

- b) on the day on which the customer or a third party named by the customer who does not act as a carrier acquires possession of the last delivered goods if the customer has ordered several goods as part of a single order which are delivered separately;
- c) on the day on which the customer or a third party named by the customer who does not act as a carrier acquires possession of the last partial shipment if goods are delivered in several partial shipments; or
- d) on the day on which the customer or a third party named by the customer who does not act as a carrier acquires possession of the goods first delivered in the case of contracts for the regular delivery of goods over a fixed period of time.

## 6.2. **Right of revocation**

In order to exercise the customer's right of revocation, the customer must inform hollu Systemhygiene GmbH of their decision to revoke this contract through a clear statement (e.g. email, a letter sent by post). No special form is required for this purpose. The customer may use the template form found in the appendix.

## 6.3. **Compliance with the revocation deadline**

To meet the revocation deadline, it is sufficient for the customer to send notification of them exercising the right of revocation to the following address before the cancellation deadline passes:

hollu Systemhygiene GmbH, FN 356904i  
 hollu Campus 1  
 6170 Zirl, Austria

Email: [info@hollu.com](mailto:info@hollu.com)  
 Fax: 0043 5 0979 10990

## 6.4. **Consequences of revocation**

- 6.4.1. If the customer revokes this contract, hollu Systemhygiene GmbH will pay the customer all payments that hollu Systemhygiene GmbH has received from the customer, including shipping costs (except for additional costs that result from the customer choosing a different type of delivery than the cheapest standard delivery option offered by hollu Systemhygiene GmbH) immediately and no later than fourteen days from the date on which notification of the revocation of this contract from the customer was received by hollu Systemhygiene GmbH.
- 6.4.2. For this repayment, hollu Systemhygiene GmbH uses the same payment method that the customer used in the original transaction, unless otherwise explicitly agreed with the customer; in no case will the customer be charged any fees for this repayment.
- 6.4.3. For sales contracts in which hollu Systemhygiene GmbH has not explicitly offered the customer to collect the goods in the event of revocation, hollu Systemhygiene GmbH may refuse repayment until it has received the goods back or until the customer has provided evidence that they have returned the goods; whichever is earlier.
- 6.4.4. The customer must bear the direct costs of the return.
- 6.4.5. The customer is only required to pay for any loss in the value of the goods if this loss in value is due to handling that falls outside of the handling necessary to check the nature, properties and functionality of the goods.

## 6.5. **Return/cancellation**

- 6.5.1. The goods can be returned to the return address within the cancellation period. If the buyer does not return the goods in full, including all accessories, compensation may be claimed if necessary.
- 6.5.2. The goods must be returned in packaging suitable for shipping.

### Return address:

hollu Systemhygiene GmbH, FN 356904i  
 hollu Campus 1  
 6170 Zirl, Austria

## 6.6. **The right of revocation does not apply to the following contracts**

- a) Contracts for the delivery of goods that are not prefabricated and for the production of which individual selection or determination by the customer is binding or which are clearly customised to the personal needs of the customer.
- b) Contracts for the supply of sealed goods unsuitable for return for health or hygiene reasons if their seal has been removed after delivery.
- c) Contracts for the delivery of goods if, due to their nature, they were inseparably mixed with other goods after delivery.

## 7. **Instructions for use (safety data sheets and operating instructions)**

- 7.1. Before using the products, the customer is obliged to read and follow the safety data sheet and the product information, available at [www.hollu.shop](http://www.hollu.shop), and the safety and operating instructions attached to the product.

## 8. **Limitation of liability**

- 8.1. hollu Systemhygiene GmbH is only liable for intent and gross negligence, except in the event of personal injury. This excludes liability for financial losses due to slight negligence.

## 9. **Privacy policy**

- 9.1. The customer agrees to their personal data, as received by hollu Systemhygiene GmbH as part of the business relationship, being stored and processed electronically.
- 9.2. Please note that data collected within the scope of this provision is exclusively collected and processed for the purposes of providing services, in particular for the purpose of order processing and accounting. hollu Systemhygiene GmbH does not share customer data with third parties.

**10. Place of performance and jurisdiction**

10.1. Unless otherwise agreed, the place of performance is 6170 Zirl; the place of jurisdiction is the regional court in 6020 Innsbruck.

10.2. Austrian law applies to all disputes that may arise from this legal relationship, excluding the conflict of law rules. The application of UN Convention on Contracts for the International Sale of Goods is excluded.

**11. Severability clause**

11.1. Should a provision of these General Terms and Conditions of Sales and Delivery be invalid for whatever reason, the validity of the remaining provisions shall remain unaffected. Without exception, verbal agreements must be confirmed in writing in order to be effective.

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1 April 2025