



1. General

1.1 The following General Terms and Conditions of Offers and Sale for Durst printing inks and spare parts (hereinafter referred to as „**General Terms and Conditions**“ or in short: „**T&C**“) form the basis of all orders, sales and deliveries of Durst products (hereinafter referred to as „**products**“) of the Durst Group AG, head office in Brixen (BZ), via Julius Durst 4, CAP 39042, e-mail: info@durst-group.com, PEC: durst@pec.rolmail.net, tax No. and VAT No. 00848170213, or, respectively, the subsidiary respectively named in the online shop <https://ersatzteile.durst-group.org/en/> (short: „**DURST**“), which are processed via the online shop (short: „**Webshop**“ or „**Website**“). All orders shall only be accepted and carried out on the basis of the following T&C.

1.2 DURST reserves the right to amend these T&C. The T&C applicable at the time of the order of the customer shall apply to the sale and delivery of products.

1.3 Any general terms and conditions of the customer shall be rejected by DURST or, respectively, they are hereby fundamentally contradicted. Other general, or respectively, contractual terms and conditions are thus only acknowledged insofar as they conform to these T&C or if DURST expressly declares in writing to base the respective contract or performance on them in the individual case (individual agreement), and accordingly they shall not become part of the contract, either.

1.4 These T&C and the corresponding DURST e-commerce sales services apply exclusively to end consumers. According to Art. 18 of Legislative Decree No. 206/2005 (Consumer Protection Act), a consumer is any natural person who acts for purposes that do not belong to his commercial activity, business, trade or profession.

1.5 DURST shall in no case be liable for the delivery of goods and/or the provision of services by third parties, even if these are effected through the links, banners or other hypertext links found by the users of the Webshop.

1.6 The Website is provided without any specific warranty or license to the customer: the customer using it assumes all risks associated with the use of the Internet and computer applications (hardware and software) and must ensure that it complies with basic computer security measures (antivirus, firewall, etc.). DURST is not responsible and shall not be liable for any viruses, malicious codes or other problems related to the customer's use of the Internet that are not caused by DURST itself.

2. Orders, Order receipt confirmation and Order confirmation

2.1 The products and prices shown in the online shop of DURST constitute an invitation to the customer to make a binding offer to DURST to purchase the products („order“). Unless otherwise agreed, the customer's orders shall be binding for a period of 14 (fourteen) days. When placing an order on the Webshop, the customer accepts these T&C without reservation.

2.2 Ordering via the online shop is only possible if all mandatory fields, i.e. those fields marked with an asterisk (*), are filled in.

2.3 DURST shall send the customer a confirmation to the e-mail address provided by the customer that the order has been received by DURST („order receipt confirmation“). This order receipt confirmation does not constitute acceptance of the customer's order, but merely confirms receipt. DURST shall be free to accept or reject the customer's order in whole or in part without giving reasons.

2.4 The orders of the customers shall only be binding upon DURST's explicit written acceptance („order confirmation“).

2.5 Upon receipt of the order confirmation, the contract for the sale and delivery of the products shall be concluded between the customer and DURST. The purchase price and the respective products are specified in the order confirmation. Upon receipt of the order confirmation, these T&C

shall be deemed to have been finally accepted by the customer.

2.6 Illustrations, drawings as well as specifications of dimensions and performance as well as public statements (e.g. on the Website or in marketing documents) shall not form part of the contract unless they are expressly designated as binding in the description of the products. In any case, the product images in the Webshop are indicative also due to the internet browser and/or monitor used.

2.7 DURST shall be entitled to accept orders even only in part. The customer expressly agrees to the delivery of smaller quantities of the order.

2.8 The order shall be stored by DURST for the period of time necessary for the processing of the order and required by law. The customer can view the order by clicking on the section <https://ersatzteile.durst-group.org/en/my-account/orders> on the Website.

3. Prices and Terms of Payment

3.1 All orders will be processed at the current prices stated by DURST in the online shop on the date of the order.

3.2 All prices quoted are in Euro or in the respective national currency of the DURST subsidiary excluding VAT and shipping costs, unless otherwise stated.

3.3 The customer authorizes DURST to debit the respective purchase price of the products including VAT and shipping costs from the customer's means of payment at the time of the creation of a customer account or at the time of the specific order (unless another method of payment has been agreed). Payment shall be made by advance payment or on account.

3.4 The purchase price plus VAT and shipping costs shall be authorized for debiting by DURST to the customer's means of payment when the order is placed (unless another means of payment has been agreed). The account of the customer shall only be debited upon acceptance of the order



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by means of an order confirmation. If DURST uses the services of third parties for the processing of the payment transaction, their general terms and conditions shall apply as shown on the respective website of the provider.

3.5 In case of late payment, interest on arrears shall be charged in accordance with Art. 1224 of the Civil Code.

3.6 The customer shall not be entitled to set off or, respectively, compensate claims against DURST. He shall also have no right of retention.

3.7 DURST shall be entitled to set off any existing claims of any kind whatsoever.

3.8 In case of default of the customer in payment or in its other services, DURST shall – notwithstanding any other rights – be entitled to retain services until the respective counter-performance has been provided or to withdraw from the contract after a grace period of up to 20 days has expired and to claim damages for non-performance. In this case the customer shall have the right, insofar as DURST agrees, to return only the delivered product directly affected by the respective delay in payment to DURST without delay and at its own expenses. In this case DURST expressly reserves the right to assert claims for damages (also for devaluation, wear and tear and other).

3.9 If circumstances become known which give rise to legitimate doubts regarding the creditworthiness of the customer (e.g. temporary delays of payment, opening of several execution proceedings, cheque and bill protests, etc.), any and all claims of DURST against the customer shall become due immediately and DURST shall have the right to withdraw without prejudice from all orders of the customer. This shall apply without prejudice to any claims for damages, in particular also in the event that these have already been confirmed by DURST.

3.10. In the event that DURST becomes aware of circumstances pur-

suant to clause 3.9, DURST reserves the right to deny the customer access to and thus to place orders via the online shop.

3.11 The customer is responsible for checking whether the products may be imported according to the law of the country of delivery.

4. Delivery and Date of Delivery

4.1 The delivery dates stated by DURST are based on the information provided by the shipping service provider and are non-binding. In any case, DURST shall deliver the products within 30 days from the date of the order confirmation.

4.2 If non-compliance with the delivery date is due to force majeure, industrial disputes or other events beyond DURST's control, the delivery date shall in any event be reasonably extended for the duration of the impediment. DURST shall notify the customer as soon as possible of the beginning and end of such circumstances, without the customer being able to derive any claims whatsoever from the failure to notify.

4.3 In the event that DURST is in default, the customer shall grant DURST a grace period of at least four weeks in writing. Withdrawal from the contract by the customer due to DURST's default shall only be permissible after fruitless expiry of the grace period set.

4.4 Partial deliveries are possible and permissible. Each partial delivery shall be deemed to be a separate transaction and may be invoiced separately by DURST. In the event of a delay in partial deliveries, the customer shall not be entitled to assert any rights with regard to further partial deliveries not yet due and still to be delivered.

4.5 Unless otherwise agreed, the delivery clause EXW (ex works) Incoterms 2020 shall be deemed agreed. In this respect, EXW means the respective place of delivery (place of collection) of DURST. If the customer chooses to collect the goods himself, DURST shall inform the customer of the place of collection at the moment

of order confirmation. If the customer requests shipment of the products, shipment shall always be at the risk and expense of the customer. The risk and costs shall therefore pass to the customer when the products are made available for acceptance by the first carrier. DURST shall therefore not be liable for any damage caused by loading, during and as a result of transport. DURST shall assign any claims arising from the freight contract to the customer.

5. Retention of Title

5.1 DURST retains title to the products until full payment of the purchase price and ancillary charges (in particular VAT and shipping costs) by the customer.

5.2 If the customer sells the products, he hereby already now assigns to DURST the claims against the third party arising from the sale, including all ancillary rights, until complete fulfilment.

5.3 The customer shall inform DURST without delay of all events affecting the reservation of title, in particular of compulsory enforcement measures.

5.4 In case of a delay in payment or a default in payment of the customer, the customer shall be obliged to hand over the products subject to reservation of title upon the first request of DURST and to reimburse DURST for all costs.

6. Warranty

6.1 Notwithstanding the warranty according to the Legislative Decree No. 206/2005 (Consumer Protection Act), Art. 128 et seq. Durst assumes warranty for the delivered products only in accordance with the following provisions and only vis-à-vis the customer as the first purchaser. The cession of warranty claims to third parties shall be excluded.

6.2 The products shall be examined immediately after their delivery regarding integrity, accuracy and if they are otherwise free of defects. Defects shall be reported in writing within 8



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days for the purpose of and in accordance with Art. 1495 of the Civil Code or 30 days in accordance with Art. 1512 of the Civil Code or 2 months according to Art. 133 of Legislative Decree No. 206/2005 (Consumer Protection Act) and are subject to a limitation period of 1 year (Art. 1495 of the Civil Code) or 6 months (Art. 1512 of the Civil Code) or 26 months in accordance with Art. 133 of Legislative Decree No. 206/2005 (Consumer Protection Act).

6.3 The warranty period shall commence upon delivery of the products. If delivery of the products or acceptance is delayed for reasons beyond DURST's control, the warranty period shall end at the latest 15 months after DURST has made the products available for collection or dispatch.

6.4 If defects are not reported or, respectively, claimed within these periods, this results in the loss of all claims to which the customer may be entitled and the customer waives these by signing these T&C.

6.5 Notwithstanding the warranty period described above, it is expressly pointed out that in order to maintain the high quality standards, the ink products are provided with an expiry date (minimum shelf life). If the expiry date is exceeded by the customer, this shall not constitute a defect entitling the customer to assert warranty claims against DURST. Concerning such products, DURST shall not assume any warranty obligation and DURST shall hence not be obliged to take back or exchange products the expiry date of which has expired or to otherwise pay damages. (Consequential) damages caused by defects which have been caused to the customer due to the use of expired products are thus not replaced by DURST in any case whatsoever and cannot be held against DURST.

6.6 Should DURST nevertheless carry out interventions to remedy defects, etc., these shall be expressly regarded as a matter of goodwill and without prejudice to the factual and legal situation and shall not constitute any acknowledgement or concessions. Therefore, no responsibility (or rever-

sal of the burden of proof) is to be inferred, it is not considered a waiver of any defenses and therefore does not interrupt the expiry periods or the statute of limitations.

6.7 The customer is not entitled to refuse acceptance of deliveries in the event of minor defects. If acceptance is repeatedly refused without good reason (a maximum of 2 times), acceptance shall automatically be effected by delivery to the customer. From this point in time the performance of DURST shall be deemed to have been provided/delivered without defects.

6.8 In the event of a defect subject to warranty, the provisions of the Consumer Protection Act (Art. 135bis et seq.) shall apply.

6.9 DURST shall not assume any warranty for services rendered insofar as these have been subsequently modified by the customer or by third parties attributable to the customer, or malfunctions or insofar as damages have occurred due to improper handling, unauthorized modifications of the products by the customer or the end user, non-compliance with operating instructions or safety measures, as well as damages attributable to improper transport or force majeure or, respectively, coincidence ("caso fortuito") and/or improper handling etc.

6.10 The acceptance of warranty claims by DURST shall in no way extend the warranty period originally granted.

7. Returns

7.1 Notwithstanding the application of Legislative Decree No. 206/2005 (Consumer Protection Act), Art. 128 et seq. defective products shall not be returned to DURST without having obtained the prior written consent of DURST regarding this matter. With respect to the return of products, the respective written instructions of DURST for sending them back, packaging, etc. shall be complied with. If the customer does not comply with the instructions, the customer shall bear all costs and fees resulting there-

from and any warranty and liability will be refused or, respectively, will automatically be cancelled.

7.2 Any other possible circumstances which may result in the return of products (wrong delivery, delivery of a larger quantity, whereby a tolerance of + 10.0% shall be accepted by the customer here) also have to be preliminarily authorized by DURST in writing without exception. In case of return deliveries not approved by DURST, the customer shall in any case bear any and all costs incurred thereby.

8. Liability, Damages

8.1 Notwithstanding the application of Legislative Decree No. 206/2005 (Consumer Protection Act), Art. 128 et seq. the liability of DURST for damage caused by slight negligence, except for personal injury, is excluded. Liability is also excluded for pure financial loss, loss of profit, damage to third parties, indirect damage and consequential damage.

8.2 DURST shall only be liable for the properties of the products expressly promised in the online shop.

8.3 DURST shall in any case not be liable for damages which are caused by the customer using the products in a different than the usual field of application and/or use intended according to the description of the products or, respectively, caused by the customer using the products in fields for which DURST has not given any separate written consent as regards their employability.

8.4 The customer is aware that the Internet is not a secure communication medium and that data sent via the Internet may become known on the one hand and may be altered by third parties on the other hand. The customer shall bear the risk that data does not arrive at DURST or does not arrive in the form in which it was sent. DURST may rely on the fact that the data was sent by the customer in the form in which DURST receives it.

8.5 Notwithstanding the application of Legislative Decree No. 206/2005



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(Consumer Protection Act) any other claims of the customer that are not explicitly listed in these General Terms and Conditions shall expressly be excluded and the customer expressly waives them by signing these T&C.

9. Miscellaneous

9.1 The products, offers as well as enclosures, samples, dimensioned drawings and descriptions as well as the trademarks and logos of Durst are the property of Durst and, respectively, protected by copyright law and it is – without the prior written consent – prohibited to reproduce them as well as to grant third parties access to them without approval or to transfer them, failing which the customer shall be liable for damages.

9.2 Until a different delivery address has been notified in writing, deliveries and declarations of intent shall for their legal validity be directed to the address indicated in the customer account of the online shop. The customer shall be liable vis-à-vis DURST to bear any costs resulting from incorrect, incomplete and unclear details given. The customer shall be obliged to announce changes of the name, address or, respectively, a change of its seat to DURST in writing without delay, otherwise the customer is liable to pay damages. If the customer does not comply with the aforementioned, any written notice that was directed to the customer's address lastly announced shall be deemed to comply with the conditions of a valid service.

9.3 A transfer of the rights arising out of the contract concluded with DURST to third parties requires the written consent of DURST and shall otherwise be ineffective and not enforceable against DURST.

9.4 Modifications and ancillary agreements require the written confirmation of persons authorized to represent DURST and registered in the Austrian Companies' Register (Firmenbuch) to be valid and shall only be valid for the individual business transaction. The other employees of Durst are not authorized to agree on modifications or ancillary agreements as regards these T&C.

9.5 Should one or several provisions of these General Terms and Conditions be invalid or impracticable, the validity of the remaining provisions and of the contract forming the basis shall not be affected thereby. The invalid or impracticable provision shall be replaced by a valid and practicable one that comes closest to the invalid or impracticable provision in economic terms.

9.6 The company responsible for data processing is DURST Group AG, head office in Brixen (BZ), via Julius Durst 4, CAP 39042, e-mail: info@durst-group.com, PEC: durst@pec.rolmail.net, tax No. and VAT No. 00848170213. The complete privacy policy is available on the website <https://ersatzteile.durst-group.org/en/>.

10. Right of Withdrawal

10.1 The Customer's right to withdraw from the contract pursuant to Art. 52 of Legislative Decree No. 206/2005 (Consumer Protection Act) shall be exercised under the following conditions:

a) the customer must have treated the products with reasonable care, without altering or damaging them.

b) the customer must fill in the return form correctly and send it by e-mail to the following address within 14 (fourteen) calendar days from the date of delivery of the products: DURST Group AG Brixen (BZ), via Julius Durst 4, CAP 39042, e-mail: spareparts@durst-group.com.

c) the products must be returned to DURST in the original packaging within 14 (fourteen) calendar days from the date on which the customer has sent the return form, using the return tag attached to the original packaging.

10.2 If the customer decides to use a courier service other than the one specified by DURST or another shipping method for the return shipment, the customer shall bear the costs for the return shipment and shall be responsible for the loss of or damage to the products.

10.3 Upon receipt and inspection of the returned products, DURST shall arrange for the refund (using the same payment method already used by the customer) and inform the customer accordingly by email, specifying the time and method of the refund.

10.4 Should the returned products not be accepted under the above-mentioned conditions, DURST shall inform the customer accordingly. In this case the customer may choose whether to request the products sent back free of charge. If the customer does not make use of this option, DURST shall retain the products as well as the price paid for the purchase.

10.5 In any event, DURST shall refund the total amount received for the returned products, including the standard shipping costs, if incurred, but excluding the additional costs for express shipping and other additional costs.

11. Applicable Law, Place of Performance, Place of Jurisdiction

11.1 Place of jurisdiction for any and all claims arising out of the contract (performance, liquidation, objection, interpretation, etc.) is the court BOLZANO.

11.2 Applicable law: Italian law and these "General Terms and Conditions" shall apply, expressly excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

For the purposes of and in accordance with Art. 1341 et seq. of the Italian Civil Code, by selecting the corresponding click option, the customer declares to have carefully read, understood and fully accepted the following provisions of these General Terms and Conditions of Durst: 1. 1 + 1.3 Priority of these General Terms and Conditions; 1.2 Amendment of these General Terms and Conditions; 1.5 + 1.6 + 2.6 + 4.1 + 4.2 + 4.5 + 6.3 + 6.5 + 6.9 + 8 Limitation of liability; 2.3 Rejection of an order; 2.7 Shortage of the order volume; 3.6. Prohibi-



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tion of set-off and compensation; 3.7. Set-off in favor of DURST; 3.8. Default of the customer; 3.9 + 3.10. Doubts about the creditworthiness of the customer; 4.3. Default of DURST; 4.4. Partial deliveries; 5. Retention of title; 6. 7. Refusal of acceptance of deliveries; 7. Return of goods; 9.2. Notifications and deliveries; 9.4. Amendments and collateral agreements; 9.5. Severability clause; 10.5. Amount of refund; 11.1. Place of jurisdiction; 11.2. Applicable law.