

# GENERAL TERMS AND CONDITIONS (B2B) OF MIKKA GMBH

(Effective as of May 2026)

## 1. Company Information & Legal Notice

The webshop and website at "<https://www.mikka.com>" are operated by:

MIKKA GmbH  
Traunuferstraße 110  
A-4052 Ansfelden  
Austria

- Managing Director: Michael P. Matzner
- Phone: +43 (0) 7229-23023 | Email: [info@mikka.com](mailto:info@mikka.com)
- Company Register Number: FN 355211 w | Commercial Court: Regional Court Linz
- VAT ID: ATU66290024

## 2. General Scope & Definition of Entrepreneurs

These General Terms and Conditions apply exclusively to contracts concluded with entrepreneurs within the meaning of § 1 Austrian Commercial Code (UGB). Contracts with consumers are not concluded. We reserve the right to reject orders if consumer status is suspected, either technically or manually.

Any deviating terms of the buyer shall only apply if expressly accepted by us in writing. The purchase contract is concluded only upon issuance of our written order confirmation or delivery of the goods.

## 3. No Right of Withdrawal / Consumer Transactions

Since no contracts are concluded with consumers within the meaning of the Austrian Consumer Protection Act (KSchG) and the Distance and Off-Premises Contracts Act (FAGG), no statutory withdrawal or cancellation rights apply.

## 4. Technical Changes & Obvious Errors

Obvious errors, typographical mistakes, pricing errors, and reasonable technical modifications to products are reserved.

### Austria bank details

Bank Sparkasse Oberösterreich  
Account no. 00 000 236 605  
Bank code 20 320  
SWIFT ASPKAT2L  
IBAN AT632032000000236605

### Germany bank details

Bank Sparkasse Passau  
Account no. 8 875 940  
Bank code: 74 050 000  
SWIFT BYLADEM1PAS  
IBAN DE0674000000008875940

## 5. Prices & Invoicing

All prices are net prices, excluding statutory VAT and shipping costs. Import or export duties (e.g. customs fees) shall be borne by the customer. Invoicing is made in euros (EUR).

## 6. Payment Methods

- We accept the following payment methods:
- Advance payment (delivery after receipt of payment)
- Credit card
- PayPal
- Klarna
- Purchase on account (subject to prior credit approval)

## 7. Default of Payment & Collection Costs

In case of late payment, we are entitled to charge statutory default interest pursuant to § 456 UGB. The customer shall reimburse all costs necessary for appropriate legal enforcement.

For internal reminders, a reasonable flat fee of EUR 12 per reminder may be charged, to the extent legally permissible.

## 8. Default of Acceptance & Storage Costs

If the customer is in default of acceptance, we are entitled to store the goods at the customer's risk. Reasonable and customary storage costs may be charged. Our right to insist on performance or to withdraw from the contract after setting a reasonable grace period remains unaffected.

## 9. Retention of Title

The delivered goods remain the property of MIKKA GmbH until full payment of all claims arising from the business relationship has been received.

The customer is entitled to resell the goods in the ordinary course of business. The customer hereby assigns to MIKKA GmbH all claims arising from such resale up to the amount of outstanding claims. MIKKA GmbH accepts this assignment.

In the event of default of payment or the opening or filing of insolvency proceedings, MIKKA GmbH is entitled to demand the return of the goods. Any third-party access to the goods must be reported to MIKKA GmbH without delay.

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## 10. Inspection and Notification of Defects (Warranty)

Section 377 of the Austrian Commercial Code (UGB) applies. The customer must inspect the goods immediately upon receipt.

Obvious defects or transport damage must be reported in writing within 5 working days of receipt. Hidden defects must be reported within 5 working days of discovery, with a precise description of the defect. Failure to comply with this obligation shall be deemed acceptance of the goods, and any warranty claims or claims for damages due to the defect shall be excluded.

The warranty period is 12 months from delivery. This does not apply in cases of fraudulent concealment of defects.

In case of justified and timely notification of defects, we shall, at our discretion, remedy the defect by repair or replacement within a reasonable period. The customer bears the burden of proof that a defect existed at the time of delivery; the presumption under § 924 ABGB is excluded.

## 11. Limitation of Liability

To the extent permitted by law, our liability is limited to damages caused by gross negligence or intent. Liability for slight negligence is excluded to the extent legally permissible.

This applies in particular to pure financial losses, loss of profit, and indirect damages. Liability for consequential damages resulting from defects is excluded, except in cases of gross negligence or intent. These limitations do not apply to personal injury, liability under the Austrian Product Liability Act (PHG), or mandatory legal provisions.

## 12. MIKKA Manufacturer Warranty

Independently of statutory warranty rights, MIKKA grants a voluntary manufacturer warranty of 3 years on its main products (built-in monitors and displays) in accordance with the separate warranty terms available at:

<https://mikka.com/de/support/unser-service#Garantie>

Exclusion of accessories: This voluntary manufacturer warranty applies exclusively to the main device. Accessories, wear parts, and consumables (in particular cables, power supplies, connectors, adapters, and mounting accessories) are excluded.

The customer is given the opportunity to review the full warranty terms prior to purchase.

## 13. Delivery Times, Self-Supply Reservation & Force Majeure

Delivery times are subject to correct and timely self-supply, provided that a congruent covering transaction exists and non-availability is not our fault.

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We will inform the customer immediately in case of non-availability and refund any payments already received without delay. Cancellation due to delivery delay is only possible after a written grace period of at least 14 working days.

Events of force majeure or other unforeseeable events beyond our control release us from our delivery obligations for the duration of such events.

## 14. Delivery Restrictions, Quantity Limits & Shipping Costs

Deliveries via the webshop are limited to EU member states, Switzerland, and the United Kingdom, and a maximum quantity of 5 monitors per order.

Shipping rates for these quantities and countries are displayed in the webshop and shown prior to order completion.

Bulk orders & other countries: Orders exceeding 5 units and deliveries to countries outside the above regions are not available via the webshop. These orders are processed directly by our sales team, with shipping costs calculated individually and communicated prior to order confirmation.

## 15. No Right of Set-Off

Set-off against our claims is excluded unless the counterclaim is directly related, legally established, or expressly acknowledged by us.

## 16. Governing Law & Jurisdiction

Austrian law shall apply exclusively, excluding conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for all disputes is the competent court in Linz, Austria. The place of performance for all obligations is the registered office of MIKKA GmbH in 4052 Ansfelden, Austria.

## 17. Severability Clause

If any provision of these Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent of the original clause.

# /End of the GENERAL TERMS AND CONDITIONS

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