

General Terms and Conditions

I. Application

Deliveries, services and offers of our company are subject to these Terms and Conditions; we do not recognize customer terms and conditions that oppose or deviate from our terms and conditions, unless we have expressly agreed to their validity. Contract fulfillment actions on our part are not to be deemed as approval of any customer terms and conditions that may deviate from our own. These terms and conditions represent a framework agreement for all further legal transactions between the Parties.

II. Completion of Contract

A contract offer of a customer requires an order confirmation. The dispatch of goods ordered by the customer represents the conclusion of the contract. Should the offers be addressed to us, the vendor is bound to the offer for an appropriate time period, but for a minimum of 8-days.

III. Price

All prices quoted by us are valid at the time the order is placed, unless expressly stated otherwise, exclusive of VAT, in Euros, and inclusive of all expenses relating to delivery. Should the cost of labor change as a result of contractual regulations in the industry or in-house financial statements, or should there be a change in other costs centres which are relevant in the calculation or should there be a change in production costs such as those for materials, energy, transportation, foreign work, financing etc., we are entitled, to raise or reduce prices accordingly. The adjustment shall be made in Euros. Discounts are granted in writing only under certain conditions. Upon the publication of a new price list or catalogue, the validity of the prices to date, is automatically terminated.

IV. Terms of payment, default interest

Payment is always made against prepayment. After a separate written agreement with us, the customer may also choose an alternative form of payment (surname, cash, select bank transfer). Discount deductions require a separate agreement. In the event of a default in payment, including instalment payments, any existing discount agreements become obsolete. Payment received date is the date on which funds are deposited into our business account. In the event of a default in payment by the customer, we are entitled to the discretionary reimbursement of actual damages or default interest at the statutory rate. In the event of a default in payment by the customer, our company is entitled to demand compound interest from the date of delivery of the goods.

V. Contract resignation

In the event of a delay on the acceptance of goods (Point VII.) or on the basis of other important grounds, such as bankruptcy or the rejection of a petition in bankruptcy on grounds of insufficient assets, as well as a default in payment, we are to withdraw from the contract, provided that it has not been entirely fulfilled by both parties. In the event of cancellation, we reserve the right to claim damages in the form of a lump sum in the amount of 15% of the gross invoice amount or pay compensation for the actual damage. If there is a delay in payment by the customer, we are relieved of any further service and delivery obligations and are entitled to withhold any outstanding deliveries or services and to demand advance payments or guarantees or to withdraw from the contract after a reasonable period of time. In the event of an unauthorized withdrawal from the contract by the customer - or if the customer demands the suspension of the contract, we have the option to either insist on the fulfillment of the contract or to agree to the suspension of the contract; in the latter case, the customer is obliged, at our discretion, to pay damages in the form of a lump sum in the amount of 15% of the gross invoice amount or pay compensation for the actual damage.

VI. Dunning and collection charges

The contracting party (customer) undertakes that in the event of default, he will reimburse expenses to the creditor arising from reminders and collection notices, to the extent that they are necessary in the proper pursuit of legal claims. In particular, the customer is obliged to replace the maximum remuneration costs of the collection agency resulting from the BMwA (Federal Ministry of Economics and Labour) regulation covering maximum rates for the remuneration of collection agencies.

VII. Delivery, transport and default of acceptance

Our prices do not include costs for delivery, assembly or installation. However, these services are provided or organized by us upon request at an extra cost. In this regard, the invoiced transport and delivery charges will include actual costs plus an appropriate administrative fee, but will not be less than the customary freight tariff (of the chosen transport method) applicable on the day of delivery. Delivery is generally made by a suitable transport company, parcel service or by mail. If the customer does not accept the goods as agreed (default of acceptance), following a grace period, we are entitled to either store the goods at our own storage facility, for which we charge a storage fee 0.1% of the gross invoice amount per commenced calendar day, or to store them with an authorized storage facility at the expense and risk of the customer. By the same token, we are entitled to insist on the fulfillment of the contract, or after a grace period of 2 weeks, are entitled to cancel the contract and to utilize the goods elsewhere.

VIII. Transfer of risk

Risk is transferred to the respective carrier starting from the time at which the delivery is picked up. This also applies to partial deliveries. Any claims to damages incurred on the go, such as breakage, loss, etc. are to be directed to the respective carrier and noted on the delivery note / delivery receipt. The customer assumes the responsibility for the availability, at the time of order placement, of all necessary permits and approvals that are required for transport, storage, sales and administration of the goods delivered.

IX. Delivery times

We are only obliged to perform a service, once the customer has fulfilled all of his obligations that are necessary for the completion of the service, in particular, all technical and contractual details, and preparatory work and measures. We are entitled to exceed the agreed-upon dates and deadlines by up to a maximum of one week. Only after this period, and after a reasonable grace period, can the customer withdraw from the contract.

X. Place of performance

The place of performance is the headquarters of our company.

XI. Minor changes in performance

Minor or other reasonable changes in our performance or delivery obligations to customers are deemed approved.

XII. Damages

All claims for damages are excluded in cases of slight negligence. This does not apply to personal injury and in consumer business for damage to parts taken on for further processing. The burden of proof relating to slight or gross negligence is on the victim. The regulations quoted in these General Terms and Conditions as well as any other terms and conditions agreed, only apply if the claim for damages is made separately or instead of a warranty claim.

XIII. Retention of title and its assertion

All goods are delivered by us under reservation of ownership and shall remain our property until payment has been made in full. Claiming reservation of title represents a rescission of contract only if this has been expressly declared. If goods are returned, we are entitled to charge any incurred transport and handling expenses. If the reserved goods are seized by a third party, in particular in the case of garnishments, the customer is obliged to immediately refer to the goods as our property and to inform us. The customer bears all risks with respect to the goods subject to retention of title, particularly the risks of destruction, loss, accidental damage and theft.

XIV. The assignment of claims

With delivery under reservation of proprietary rights, as of now the customer relinquishes his or her claims against third parties, in as far as these result from the sale or processing of our goods until the final payment of our receivables. Upon our request, the customer must name its buyers to us and must notify its buyer of the assignment. The assignment shall be recorded in the business accounts, particularly on the open item list and shall be mentioned on delivery receipts and invoices. If the customer is in default in its payment to us, any sales revenue received are to be separated and can only be kept by the customer in our name. Any claims against an insurer shall have already been assigned to us within the limits of s. 15 Versicherungsvertragsgesetz (insurance contract law). Claims against us may not be passed on and/or pledged without our explicit written consent.

XV. Retention

In the event of a justified claim, - except in the case of a cancellation - the customer shall not have the right to retain the total amount of the gross invoice amount but only a reasonable amount thereof.

XVI. Applicable of Law and Jurisdiction

Austrian law applies. The applicability of the UN Sales Convention is expressly excluded. The contract language is German. The Parties agree only to Austrian jurisdiction. If the matter is not a consumer transaction, the competent court registered at office of our enterprise shall be exclusively locally responsible for ruling on all disputes arising from this contract.