

General Terms of Sale

1. GENERAL:

Unless otherwise expressly agreed in writing, all orders placed shall be governed exclusively by the following terms of delivery and payment, even if the buyer prescribes otherwise. Deviating conditions require our written confirmation of validity.

2. OFFERS-ORDER CONFIRMATIONS:

Our offers are subject to change. They are created on the basis of the given conditions in each case. All documents provided by us, in particular cost estimates, plans and the like, remain our property even after delivery to the customer and may not be made accessible to third parties without our written consent.

Placed orders are binding for the customer, but for us only after written confirmation. However, subscriptions or cancellations on the part of our supplier remain reserved.

If the buyer withdraws from the contract, then a 20% cancellation fee of the order amount, for example, is deemed to have been agreed. Even if the buyer is without fault in being unable to fulfil the obligations.

3. PRICES:

Our price lists are not binding, are from our warehouse and without VAT or the installation and commissioning costs. Unless otherwise agreed, our offer prices and conditions are binding for us for a period of 4 weeks from the date of the offer. We reserve the right to make subsequent corrections to any errors (e.g. typing or calculation errors in order confirmations, invoices and other documents). We are entitled to increase the agreed prices accordingly if the bases for our calculation have changed up until the execution of the order (e.g. increase of customs, import or other charges, changes to foreign exchange rates).

4. DELIVERY:

Written agreed delivery times form an integral part of the contract. In the case of force majeure (e.g. earthquakes), operational and external accidents of any kind or other unforeseen events (e.g. strikes, transport difficulties on our part or that of our suppliers) we are released from the obligation to deliver on the agreed date. In such cases, we are free to withdraw from the contract without obligation to pay any damages. Partial deliveries are permitted and may be invoiced separately. The risk is transferred with the departure of the goods from our warehouse to the buyer, even if we bear the transport costs. We only provide replacement for breakage if the buyer proves that we have caused this intentionally or through gross negligence. In the case of free deliveries, the consignee must arrange for unloading and storage or installation.

Any transport damage must be communicated to us immediately upon arrival of the goods and must be confirmed on the delivery note by the supplier.

5. PAYMENT CONDITIONS:

Insofar as we do not demand payment by delivery at the latest on delivery, our invoices are due net within ...days from date of invoice. Thereafter, we charge default interest of 4% above the usual bank interest, plus all reminder and other costs. The only valid payment methods are in cash and transfers that result in an unconditional and irrevocable credit note on our account.

6. RETENTION OF TITLE:

The delivered goods remain our property until payment has been satisfied. The buyer must sufficiently insure the reserved goods against fire, theft and other risks.

7. WARRANTY AND DAMAGES:

12 months from date of delivery. Warranties and claims for damages are excluded, unless a written complaint is made against us within 3 days after receipt of the goods. For defects of the goods sold by us, we are liable according to the conditions of the manufacturer's works.

Any parts that have become defective due to faulty material or defective work shall be replaced free of charge during the warranty period. Excluded are parts that have been subject to normal wear or have been damaged by improper handling. Other compensation (e.g. loss of profit for late replacement) shall not be granted. The warranty period lapses if the goods are interfered with by the customer or third parties. The warranty period is not extended for the goods themselves or for replaced parts by claiming the warranty. There is no liability for consequential damages. Insofar as we are liable under mandatory law, this remains unaffected. We may exempt ourselves from the claims on the part of the buyer to cancel the contract or to a reasonable price reduction by exchanging the defective goods in a timely manner, bringing about improvements or supplementing what is missing.

8. MISCELLANEOUS:

The invalidity of individual provisions of these terms of delivery and payment conditions of individual provisions does not affect the validity of all other provisions. Place of performance and jurisdiction for the mutual rights and obligations is Graz/Austria. The application of the UN Sales Law is explicitly excluded.