

# General Terms and Conditions

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## 1. GENERAL

The Buyer agrees that the sales, delivery and payment terms and conditions listed below are essential components of the contract concluded with the Supplier.

## 2. DELIVERY OBLIGATION

Our offers are always subject to confirmation. Orders are not considered accepted until they have been confirmed by us in writing. The sales terms and conditions included in our order confirmation apply for the scope of the delivery. Oral representations without written confirmation are void. Deviations from this principle can only be made by written agreement. Any agreements on orders are valid only if production or shipping are not rendered impossible or complicated by force majeure, war, strike, lockout, political unrest, transport problems, official decrees, etc. business interruption, fire damage, and other accidents in the factory or by difficulties with materials of any kind. The same applies if these circumstances affect one of our suppliers. These events release us from the delivery obligation for the duration of the obstruction and its subsequent effect and entitle us to partially or completely withdraw from the agreement. In all cases, the Buyer is not entitled to any type of compensation for damages.

## 3. DELIVERY DATE

The delivery date confirmed or stated by us are only approximate dates and are not binding. No compensation whatsoever for damages will be provided for possible losses arising from late deliveries. The Buyer expressly renounces his right to claim for compensation arising from covering purchases.

## 4. WARRANTY

Any quality warranty on the supplied products depends on these being handled properly. We provide a six months workmanship warranty starting from the date of delivery in that all parts found defective or unusable within that period and caused by bad workmanship will be replaced or repaired. For operation around the clock, the warranty period is reduced to three months; the same applies for products which are identified in the order confirmation as special versions. Any claims must be reported to us immediately on receipt of the goods. The Buyer must give us the time and opportunity deemed necessary to make modifications or to supply replacement products. If the Buyer refuses this, we are released from our warranty obligation. The warranty does not include all those parts subject to wear by the function of the product, defects arising as a consequence of excessive load, negligent and/or improper handling or violence. Any warranty obligation is always void if the Buyer performs any kind of work on or opens the supplied products without our previous consent. The Buyer is not entitled to any warranty claims, in particular compensation for damages, beyond the claims listed above. If it becomes impossible for us to fulfil our warranty obligation, the Buyer's only remedy is a return of and refund for the products purchased but he cannot demand replacement nor compensation for damages. The shipping and other costs have to be borne by the Buyer even in the case of warranty claims confirmed. Any liability for the supplied products' merchantability or fitness for a particular purpose are disclaimed.

## 5. PRICES

If other agreements have not been confirmed in writing, all prices are ex-works, excluding packaging which is invoiced separately and is not taken back. We reserve the right to base the price calculation on the different circumstances on the date of delivery in the event that the ratio between performance and consideration, in particular also due to price changes, has changed between the date of order confirmation and the date of delivery.

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## 6. DESPATCH

Despatch, even if carriage paid delivery is agreed, is always at the risk of the recipient or Buyer. No liability is accepted for damage and loss during transport. If the Buyer has not given specific shipping instructions, the shipping is made at our discretion in the best way. If the Buyer has not given other instructions about insurance against transport damage, this can be done by us easily at the cost of the Buyer. However, we have no insurance obligation.

## 7. THIRD PARTY BUSINESS

If the delivery of the goods ordered is made on request of the Buyer to a different addressee named by him, we are entitled to add a surcharge of 3% of the net value of the supplied goods.

## 8. CASH ON DELIVERY

For economic and organisation reasons, deliveries which do not exceed a net sales value of € 300, are exclusively delivered as CASH ON DELIVERY.

## 9. PAYMENTS

Payments must be made in full within the agreed payment period in cash or to one of our bank accounts. For late payments we reserve the right to charge arrears interest of 3% above the respective discount rate from the due date until the date payment is received. Should deterioration in the Buyer's financial situation subsequently become known, we are entitled to demand securities or payment before delivery. This also applies if the order confirmation provides a different method of payment. If the Buyer's financial situation deteriorates, we can partially or completely withdraw from all standing contracts with the Buyer. Bills of exchange and cheques are only accepted as conditional payment. Book claims due later become payable immediately if the Buyer suspends or stops payments, becomes insolvent or disputes a payment. The claim from the basic transaction is always available despite bills of exchange accepted on account. Discount fees, bills of exchange fees and interest for late payment must be paid immediately. Any and all discounting and collection charges shall be borne by the buyer. We accept no liability for presentation in good time, protestation, notification and return of the bill if dishonoured. Offsets against any other counterclaims of the buyer are excluded.

## 10. RETENTION OF TITLE

We retain title on the products delivered even after transition of risk until all our claims have been satisfied in full (in case of payment with acceptance or client papers until these have been cashed in full, also in case of extension). Until then the Buyer must insure our products at his own cost for our benefit against fire and water damage and prove this to us on request. The buyer must grant access to the storage area to us and our agents. Until complete payment, the Buyer must neither sell nor charge our products nor dispose of them in any other way and must inform us immediately in the case of a lien. If the Buyer's financial situation deteriorates or payment is in arrears, we are then entitled to reclaim the products without waiving claims or to withdraw from the agreement. If we withdraw from the agreement, the Buyer must compensate us for possible wear of our products - also every undamaged one - as well as for reduction in value. We are entitled to place a lien on our products. This does not renounce the retention of title. If a lien is used, the Buyer loses his right to fulfilment of the contract. The following also applies to resellers: Resale before complete payment is only permitted for resellers in the normal course of business and under the condition that we are informed immediately of every resale. The retention of title applies not only until complete payment of the purchase price is made, but also until complete payment of all past and future goods deliveries from the business relationship. Until then, the reseller is not entitled to give third parties a lien on the goods or to reassign as a security. In the

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case that the products delivered with retention of title are considered as an essential component of the new product, the Buyer transfers the title in the goods produced to us as a security for the claims described above with a simultaneous agreement that the Buyer is storing these items for us. We are entitled to resell the products or new goods made from them with proper contracts of sale. The claims arising from resale to third parties for the original invoice amounts are assigned to us as a security without any individual special agreement being needed. Provided the Buyer continues to meet his payment obligations to us, he is entitled to collect the claim for our invoice. We are entitled to the proceeds of the sale of the products. The retention of title also applies to the carrier who the products are handed over to on request of or by arrangement of the Buyer.

## 11. PAYMENT

Payments must only be made to us directly. Our representatives are not authorised to accept payments without specific, written authority.

## 12. PLACE OF PERFORMANCE AND PLACE OF JURISDICTION:

Place of performance for the delivery is the respective point of departure of the goods. Place of performance for the payment is Eugendorf. The jurisdiction applicable is Salzburg (Austria).