

General Terms and Conditions 2010

§1. General - Scope

All supplies, performances and offers by the vendor are made exclusively on the basis of these terms and conditions. We shall not acknowledge any conflicting or deviating terms and conditions, unless expressly agreed in writing. In the event that parts of these terms and conditions are invalid, remaining agreements shall not lose effectiveness.

§2. Offers

The offer may be subject to change until confirmed by the vendor. With immediate delivery an invoice replaces a confirmation of order. Any oral correspondence shall require a written confirmation by the vendor.

§3. Prices

The price for the goods will be set out in Euros exclusive of VAT and any other applicable sales tax or duty. This is subject to alteration of prices.

§4. Delivery

Delivery Times: 2 to 60 days, depending on product and availability.

Even after having agreed to binding delivery dates and deadlines, we can not be held responsible for any delayed delivery or performance due to force majeure and resulting from events significantly impeding deliveries, or rendering deliveries impossible (including, in particular, business disruption, lack of fuel and raw materials, etc.). Such events shall give us the right to postpone deliveries and/or services, not entitling the buyer to any claim for compensation or damages.

Products are delivered mainly pre-assembled or assembled in full. For assembly and installation we also enclose instructions, drawings and/or photos.

§5. Cost of Carriage and Freight Charges

Carriage by train or forwarding agency is to be made at buyers risk.

We can not be held responsible for any loss or damage in transit. Loss or damage in transit shall be acknowledged by the buyer with the forwarding agency at the point of delivery. Only then claims for compensation can be dealt with and handed to the forwarding agency.

The buyer shall advise the vendor of any obvious deficiencies without delay, by latest within 3 days of receipt of the delivered item. In case the goods can not be collected ex factory, cost of carriage is calculated individually, based on measurements and destination. Cost of carriage shall be added to the order value. We have to calculate storage costs for unpunctual picking up by the customers.

§6. Warranty and Liability

The buyer shall advise the vendor of any missing parts, that could not be located at the point of delivery, without delay, by latest within 8 days of receipt of the delivered item.

Product liability claims not pursuant to the product liability law (Federal Law Gazette 99/1988) are excluded. If goods are not assembled by our mechanics, we shall be released from the warranty deed by improper treatment and/or faulty assembly.

§7. Place of Jurisdiction – Applicable Law

Place of Jurisdiction shall be located in Knittelfeld, Austria and the for A-8720 Knittelfeld competent court of jurisdiction.

§8. Terms of Payment

Unless otherwise provided for in writing, payment is due within 10 days with 3% discount, otherwise 30 days net terms, calculated from the day of invoice, apply. If the buyer is in default, the vendor is entitled to claim interest from the key date at an amount of the basic interest rate that is in line with banking practice.

The buyer has no right of retention or right to set off against a claim unless such claim is undisputed or has been established as final and absolute in court.

If the buyer is in default, we shall retain the right of withdrawal even after deferral of the purchase or factory price.

§9. Guarantee

Our goods are issued with a guarantee of 3 years. For movable parts we issue a guarantee of 2 years. Parts made of polyethylene are issued with a guarantee of 5 years. The guarantee shall not cover defects or deficiencies that are due to force majeure or are a result from the incorrect handling of the goods and/or its components, the incompetent installation and/or repairs and/or alterations or any other consequential damage effected by the buyer. Moreover, the guarantee shall not cover defects or deficiencies resulting from reasonable wear and tear.

§10. Retention of Title

All items and parts supplied shall remain the vendor's property until payment of all its receivables arising from the business relationship. The buyer shall, for the duration of retention of title, be obliged to insure the delivered product against theft, destruction, fire and the like. Prior to the transfer of title the buyer may not pledge, assign as security, process or alter the product without our prior express approval. The buyer may resell goods under retention of title only on condition that the buyer shall point out the vendor's retention of title to third parties without undue delay. With resell the vendor's retention of title shall be transferred, identical in form and content, to third parties.

§11. Miscellaneous

We reserve the right for improvements and change of designs. Therefore, delivered goods may differ slightly from images and illustrations.