

general terms of sales and deliveries

1. general

These conditions shall apply to all our deliveries and services. All variations, additions and verbal agreements shall require our written confirmation in order to become legally valid. In the case of errors, mistakes in writing and calculation we shall reserve the right to make corrections and charge subsequently. Purchasing conditions of the buyer shall not be binding for us, even if we do not expressly contradict them.

2. legal venue and place of performance

Wels. Austrian law exclusively shall apply to our contracts.

3. offers

Our offers, prices lists and quotations are not binding. The buyer shall check our order confirmation immediately on receiving it. The order confirmation and any supplements shall be deemed confirmed in full, if the buyer does not give us any objection in written form within eight days of date of issue. Descriptions of the delivery items and technical details are not binding.

4. prices

Prices, exclusive of packaging, shall apply as from Marchtrenk according to our current price list or according to the prices stated in the offer. In the case of changes in the material costs (e.g. alloy surcharges) as well as customs dues, taxes, etc. we shall reserve the right to adjust the costs to correspond with those at the time of delivery. In the case of an agreed free delivery we shall arrange the mode of transport and the transport route. The buyer shall ensure an adequate and reasonable means of implementation of the delivery.

5. conditions of payment

Unless cash or advance payment has been agreed, our invoices are to be paid within the agreed payment period. Payments with debt-discharging effect may only be made directly to us. The buyer shall not have the right to withhold or charge against us payments due to guarantee claims or any other claims not recognized by us.

Delayed payment shall be charged according to the current bank rate, but not less than at an interest rate of 4% above the discount rate of the Austrian National Bank. All costs of reminders and collection shall be reimbursed. We may reject any offers of payment by cheque of bills of exchange without giving reasons. Non-fulfilment of the conditions of payment or deterioration of the financial circumstances of the buyer shall entitle us to suspend the delivery and also that of further unsettled transactions until the buyer has fulfilled his obligations without any claims for damages arising out of this against us. In such a case we shall also be entitled to demand prepayment for outstanding deliveries, as well as after an appropriate extension to withdraw from the contract or demand compensation for non-fulfilment.

6. conditions of delivery/delivery dates/receiving of goods

The information about the time of delivery shall be according to our best judgement. The stated delivery time shall be cancelled in the event of force majeure, in which considerable difficulties for the company, for transportation and cessation of work in the factories of our raw material suppliers have occurred.

If an agreed delivery time has been exceeded by six weeks the buyer shall be entitled to set a new delivery deadline of six weeks. If this delivery deadline has not been met, the buyer shall be entitled to withdraw from the contract, provided he has given fair warning of this at the time of setting the new delivery deadline. The right to withdraw shall not apply if the new delivery deadline cannot be met through no fault of ours. In such a case the buyer may withdraw from the contract after the original delivery date has been exceeded by four months. Complaints may only be accepted within eight days of the goods being delivered.

Claims for damages due to a late delivery or non-fulfilment shall be ruled out, unless we are held responsible for criminal intent or gross negligence. Any risks shall rest in all cases with the buyer once the goods have left Marchtrenk. Part services or part deliveries as well as part invoices shall be permissible and shall be paid by the buyer at the specified conditions. If the buyer does not accept the goods, we shall be entitled after setting a deadline of 14 days to withdraw from the contract and/or demand claims for non-fulfilment. We shall be entitled to demand either damages amounting to 30% of the agreed sum of the contract or compensation for the actual damage.

7. retention of title

The goods shall remain our property until full payment has been made. If before the end of our retention of title the delivered goods are to be processed by the buyer or assigned to be processed by a third party or combined or connected with other items, in so far as the retention of title no longer fully remains, then we shall acquire co-ownership in the new items in relation of the purchased goods to the processed items. In the event, before full payment, of goods being resold or new items being created from them, the buyer shall only be permitted to do this with our agreement. In the case of resale of the retention items the buyer shall assign all claims he has on his customer to us. If we so desire the buyer shall inform his customer of all claims we have on him and shall give us the necessary information, respectively shall hand out the documents. If the buyer is in default or breaches one of his duties resulting from the agreed retention, then total payment shall immediately be due. In this case we shall be entitled to demand the return of our goods and to collect them from the buyer. The buyer shall waive any rights to assertion of claim.

All of our designs, plans and other documents are our property and shall not be used by the buyer or made available to a third party. Any designs or drawings given to us, including any that do not belong to the order, shall be available to the buyer. If these are not collected within six weeks after making the offer or order execution we are entitled to destruction.

8. guarantee

Excluding any other guarantee claims, the buyer shall be obliged to check the delivered goods immediately on reception and shall notify us in writing in detailed form of any defects. Elimination of any defects shall not prolong the guarantee period. We shall not be obliged to undertake any improvements or any subsequent delivery as long as the buyer has not completely fulfilled his contractual obligations. We shall decide in which form to fulfill the guarantee claims, either by eliminating the defects or replacement with defect-free goods. There shall be no claims for price reduction. The guarantee shall expire in the event of modifications, improper use or processing of the goods without our permission. We shall pay for the costs of any repairs, which the buyer undertakes, provided we have given our written permission. Regarding the suitability of the purchased goods we shall only provide guarantee that they be used according to our provisions and instructions. The buyer shall ensure that the contractual items will be used in accordance with the conditions and only in accordance with the instructions provided by us. Only attributes guaranteed by us expressly and in written form shall rank as guaranteed. Customary or technical discrepancies in measurement, fixtures and material or difference of colour and suchlike shall not entitle the buyer to a claim. All claims for damages towards us shall be excluded regardless of legal basis, regarding the conditions of the Product Liability Act for damage to persons, objects and financial loss which have occurred due to a defect in the goods, whereby above all claims for compensation for consequential damage, such as production failure or loss of profit and suchlike are completely excluded, unless we are held responsible for criminal intent or gross negligence.

9. cancellation

A cancellation of the order and a return of already delivered items is not possible.

We shall reserve the right to take into account changes and supplements that the buyer wishes. Where necessary these shall be charged separately according to the actual costs of working time and material.

Changes, sentence and printing errors in the price list and product catalogue shall be reserved. With this price list all previous ones are no longer valid.