

General Terms and Conditions

As of January 1, 2025

Preamble:

These general terms and conditions shall apply to:

1. a person who, when concluding the contract, is acting in the exercise of his commercial or self-employed professional activity (entrepreneur) as well as to consumers (provided that this does not violate mandatory law);
2. legal entities under public law or special assets under public law.

I. General information

1. All deliveries and services are subject to these terms and conditions as well as any separate contractual agreements. Deviating terms and conditions of purchase of the purchaser shall not become part of the contract even if the order is accepted.
2. Offers are subject to change. In the absence of any express agreement to the contrary, a contract shall only come into effect with the written order confirmation of the supplier. The supplier reserves the right to samples, cost estimates, drawings and the like. The supplier reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and non-physical nature - also in electronic form; they may not be made accessible to third parties. The supplier undertakes to inform and documents designated as confidential by the purchaser accessible to third parties only with the purchaser's consent.
3. Employees are not authorized to make agreements that deviate from the General Terms and Conditions. Deviating agreements require express written confirmation.
4. Details in catalogues, brochures etc. are non-binding and only become part of the contract if they are expressly referred to in the order confirmation.
5. The content of the order confirmation is to be checked by the purchaser and obliges him to notify us immediately of any deviations from the message sent by him, otherwise the transaction will be concluded with the content contained in the order confirmation.

II. Price and payment

1. All prices are subject to change and - unless otherwise stated - are in EURO and exclude statutory VAT. All transportation and packaging costs, freight and insurance charges, customs duties, fees and charges shall be borne by the purchaser, unless expressly stated otherwise in the specific offer or in the order confirmation.
2. Unless otherwise agreed, the prices are ex works, but do not include the costs of transportation, unloading, assembly or installation. Transfers shall not be deemed to have been made until the amount has been credited to the supplier's account.
3. In the absence of a special agreement, payment shall be made without any deduction to the supplier's account, net after 30 days.
4. The purchaser shall only be entitled to withhold payments to the extent that they are undisputed or have been legally established.
5. The purchaser shall only be entitled to counterclaims arising from other legal relationships to the extent that they are undisputed or have been legally established.
6. In the event of default of payment by the purchaser, the supplier shall be entitled, at its discretion, to demand for the damage actually incurred or default interest. This is 9.2% p.a. above the base interest rate. In the event of default in payment, the purchaser undertakes to reimburse the supplier for the dunning and collection expenses incurred by the supplier, insofar as they are necessary for appropriate legal prosecution. This shall in any case include a lump sum of € 40.00 as compensation for collection costs in accordance with § 458 UGB. The assertion of further rights and claims shall remain unaffected. If the purchaser is in arrears with a partial payment, the supplier shall be entitled to demand immediate payment of outstanding invoice amounts that are not yet due and/or to demand advance payment or the provision of security for future deliveries and services.

III. Delivery time, delivery delay

1. The delivery time is based on the agreements between the contracting parties. Compliance with the delivery time by the supplier is subject to the condition that all commercial and technical questions between the contracting parties have been clarified and that the purchaser has fulfilled all incumbent upon it, such as the provision of the necessary official certificates or approvals or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly.
2. Compliance with the delivery time is subject to correct and punctual delivery by the supplier's suppliers. The supplier shall inform us as soon as possible of any impending delays.
3. The delivery time shall be deemed to have been met if the delivery item has left the supplier's works by the time it expires or if readiness for dispatch has been notified. Insofar as is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.
4. If dispatch or acceptance of the delivery item is delayed for reasons for which the purchaser is responsible, the purchaser shall be charged for the costs incurred as a result of the delay, starting one month after notification of readiness for dispatch or acceptance.
5. If non-compliance with the delivery time is due to force majeure (including measures due to pandemics or epidemics), labour disputes or other events beyond the supplier's control the delivery time shall be extended accordingly. The supplier shall notify the

purchaser of the start and the end of such circumstances as soon as possible.

6. The purchaser may withdraw from the contract without setting a deadline if the supplier is finally unable to provide the entire service before the transfer of risk. Furthermore, the purchaser may withdraw from the contract if, in the case of an order, the execution of part of the delivery becomes impossible and the purchaser has a justified interest in rejecting the partial delivery. If this is not the case, the purchaser must pay the contractual price the partial delivery. The same applies if the supplier is unable to deliver. Otherwise, Section VII.3 shall apply. If the impossibility or inability occurs during the delay in acceptance or if the purchaser is solely or predominantly responsible for these circumstances, he shall remain obliged to provide consideration.
7. If the supplier is in default and the purchaser suffers damage as a result, the purchaser shall be entitled to demand lump-sum compensation for the delay. This shall amount to 0.5% for each full week of delay, but in total not more than 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as result of the delay.

If the purchaser sets the supplier a reasonable deadline for performance after the due date - considering statutory exceptions - and if the deadline is not met, the purchaser shall be entitled to withdraw from the contract within the framework of the statutory provisions. At the supplier's request, the Purchaser undertakes to declare within a reasonable period whether it will exercise its right of withdrawal.

Further claims arising from delay in delivery shall be determined exclusively in accordance with Section VII.3 of these Terms and Conditions.

IV. Transfer of risk, acceptance

1. The risk shall pass to the purchaser when the delivery item has left the factory, even partial deliveries are made or the supplier has assumed other services, e.g. shipping costs or delivery and installation. If acceptance is required, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after the supplier's notification of readiness for acceptance. The purchaser may not refuse acceptance in the event of a minor defect.
2. If dispatch or acceptance is delayed or does not take place because of circumstances for which the supplier is not responsible, the risk shall pass to the purchaser on the day of notification of readiness for dispatch or acceptance. The supplier undertakes to take out any insurance requested by the purchaser at the Purchaser's expense.
3. Partial deliveries shall be permissible insofar as reasonable for the purchaser.

V. Retention of title

1. The supplier retains title to the delivery item until receipt of all payments - including for any additional ancillary services owed - under the delivery contract.
2. The supplier shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage at the expense of the purchaser, unless the purchaser has demonstrably taken out the insurance itself.
3. The purchaser may neither sell, pledge nor assign the delivery item as security. In the event of seizure, confiscation or other dispositions by third parties, he must inform the supplier immediately.
4. In the event of breach of contract by the purchaser, in particular in the event of default in payment, the supplier shall be entitled to take back the delivery item following a reminder and the purchaser shall be obliged to surrender it.
5. Due to the retention of title, the supplier can only demand the return of the delivery item if he has withdrawn from the contract.

VI. Warranty

The supplier shall be liable for material defects and defects of title in the delivery to the exclusion of further claims - subject to Section VII - as follows:

Material defects

1. All parts which prove to be defective as a result of a circumstance prior to the transfer of risk shall be repaired or replaced free of defects at the discretion of the supplier. Replaced parts shall become the property of the supplier.
2. Defects must be reported in writing immediately after receipt of the delivery and service, at the latest 8 days, hidden defects within 3 days of discovery. The complaint must be sufficiently substantiated and supported by evidence.
3. The warranty period is a maximum of 12 months from acceptance. The existence of defects must be proven by the contractual partner. Section § 924 ABGB and Section § 933 b ABGB shall not apply.
4. Minor technical changes that do not affect form, fit and function of the product as well as deviations from drawings and catalogues shall be deemed approved in advance.
5. After consultation with the supplier, the purchaser shall give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the supplier deems necessary; otherwise, the supplier shall be released from liability for the consequences. Only in urgent cases where operational safety is jeopardised or to prevent disproportionately large damage, in which case the supplier must be notified immediately, shall the purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the supplier.
6. If the complaint proves to be justified the supplier shall bear the expenses necessary

for the purpose of subsequent performance, if this does not result in a disproportionate burden on the supplier.

7. Within the framework of the statutory provisions, the purchaser has the right to withdraw from the contract if the supplier - considering the statutory exceptions - a reasonable deadline set for the rectification or replacement delivery due to a material defect to expire fruitlessly. If there is only an insignificant defect, the purchaser shall only be entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.
8. Further claims shall be determined exclusively in accordance with Section VII.3 these Terms and Conditions.
9. No liability is accepted in the following cases in particular: Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, maintenance, unsuitable operating materials, defective construction work, building ground, chemical, electrochemical or electrical influences - unless the supplier is responsible for them.
10. If the purchaser or a third party carries out improper repairs, the shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.
11. If the order confirmation contains a guarantee promise (this is in any case still a non-genuine guarantee contract), this shall under no circumstances cover wearing parts (e.g. seals etc.), damage caused by unsuitable or use, natural wear and tear or incorrect or negligent handling or storage. The guarantee promise is to be understood in such a way that defects (with the exception of the cases listed for this) are covered which occur within the agreed guarantee period after handover and are claimed within this period.

Defects of title

12. If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Austria, the supplier shall, at its own expense procure the right for the purchaser to continue using the delivery item or modify the delivery item in a manner that is reasonable for the purchaser so that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period, the purchaser shall be entitled to withdraw from the contract. The supplier shall also be entitled to withdraw from the contract under the aforementioned conditions.
13. Subject to Section VII.3, the obligations of the supplier specified in Section VI.12 are conclusive in the event of an infringement of intellectual property rights or copyrights. They only exist if
 - the customer informs the supplier immediately of any asserted infringements of industrial property rights or copyrights,
 - the purchaser supports the supplier to a reasonable extent in the defence against the asserted claims or enables the supplier to carry out the modification measures in accordance with Section VI.12,
 - the supplier reserves the right take all defensive measures, including out-of-court settlements,
 - the defect of title is not based on an instruction of the customer and
 - the infringement was not caused by the fact the customer modified the delivery without authorization or used it in a manner not in accordance with the contract.

VII. Liability of the supplier, exclusion of liability

1. If the delivery item cannot be used by the purchaser in accordance with the contract as a result of culpably omitted or incorrect suggestions or advice provided by the supplier before or after conclusion of the contract or as a result of culpable breach of other contractual ancillary obligations - particular instructions for operation and maintenance of the delivery item - the provisions of Sections VI. and 2. to 6. shall apply to the exclusion of further claims by the purchaser.
2. The supplier shall only be liable for damage that has not occurred to the delivery item itself - for whatever legal reasons
 - a. in the case of intent,
 - b. in the event of gross negligence on the part of the owner / executive bodies or senior employees,
 - c. in the event of gross negligence by non-executive employees, insofar as material contractual obligations have been breached
 - d. in the event of culpable injury to life, body or health.
3. Liability is limited to the reasonably foreseeable positive damage typical of the contract, even in the case of gross negligence. In any case, compensation for damage to property, processing costs and loss of profit is excluded.
4. The exclusion of liability shall not apply to claims arising from the Product Liability Act. Furthermore, the exclusion of liability shall not apply to damages attributable to the supplier arising from injury to body or health or loss of life.
5. The supplier is only liable for its own content on its website. Insofar as links provide access to other websites, the supplier is not responsible for the third-party content contained on other websites. The supplier does not adopt the third-party content as its own. If the supplier becomes aware of illegal content on external websites, the supplier shall immediately block access to these websites.
6. Further claims are excluded

VIII. Statute of limitations

All claims of the purchaser - on whatever legal grounds - shall become time-barred 12 months after knowledge of the damage and the damaging party. Absolute limitation occurs after 5 years from acceptance. The statutory periods shall apply to claims for damages in

accordance with Section VII.3 a-d. They shall also apply to defects in a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

IX. Software usage

1. If software is included in the scope of delivery, the purchaser shall be granted a right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.
2. The customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 40a ff UrhG). The purchaser undertakes not to remove manufacturer's details - in particular copyright - or to change them without the 's prior express consent.
3. All other rights to the software and the documentation, including the copies, shall remain with the supplier or the software supplier. The granting of is not permitted.

X. Electronic business transactions

1. Orders or other legal declarations by the purchaser may be validly sent using electronic forms and by e-mail but must be received by the supplier without error to be valid. Transmission errors - regardless of the cause - shall be borne by the purchaser.
2. The supplier reserves the right to immediately revoke the validity of individual or time-specific legal declarations and to make or request the renewed, valid transmission of the same by suitable means (individual message, announcement on the websites) in advance of any malfunction of its data processing system.

XI. Final provisions, applicable law, place of jurisdiction

1. The place of performance shall be the supplier's business address.
2. Austrian law shall apply exclusively, excluding the conflict of law rules of private international law (e.g. IPRG, Rome I Regulation, etc.) and the UN Convention on Contracts for the International Sale of Goods.
3. It is agreed that the place of jurisdiction shall be exclusively the locally competent court at the supplier's registered office. However, the supplier shall be entitled to bring an action at the principal place of business of the purchaser.
4. Should provisions of these terms and conditions of business and delivery be legally ineffective, and/or void or become so during their duration, this shall not affect the legal effectiveness and validity of the remaining provisions. In this case, the legally ineffective, invalid and/or void provision (which has become legally ineffective, invalid and/or void) shall be replaced by a provision which is legally effective and valid and corresponds in its economic effect to the provision - as far as possible and legally permissible.