



## General business terms for sales

### 1. General

These conditions apply to all our deliveries and services. All deviations, additions and additional agreements require our written confirmation to be legally valid. We reserve the right to make corrections and additional charges for mistakes, typing errors and miscalculations. Purchasing conditions of the customer do not oblige us, even if we do not expressly contradict them.

### 2. Offer, Order

Our offers (together with possible drawings), price lists and cost estimates are non-binding. All orders and agreements, in particular additional agreements and commitments made by agents, shall in all cases require our written confirmation to be effective. Any drawings which form the basis of the orders shall be released by the purchaser in writing. The purchaser must check our order confirmation immediately upon receipt. The purpose of this inspection is to ensure that we correctly and completely recorded the information provided by the purchaser. The order confirmation and their supplements shall be deemed to have been accepted by the purchaser in full if he does not inform us in writing of his objections within 8 days after the date of issue.

Descriptions of the delivery item and technical data are not binding. The purchaser is responsible for the interpretation and determination of the specification (design, dimension, material, ...). Returns are only accepted with express consent. Required test certificates must be requested along with the order. At a later time, test certificates can only be requested stating the batch number of the supplied material.

### 3. Prices

The prices are based on our current price lists or the prices quoted in the offer without packaging, from Wels. In the event of a change in the basic material costs (for example alloy surcharges) as well as duties, taxes, etc., we shall reserve the right to make an appropriate adjustment to the cost factors applicable at the time of delivery. In the event of agreed carriage free delivery, the dispatch route and the method of dispatch will be determined by us. The customer shall ensure reasonable conditions for the delivery to be carried out properly. Unfortunately, despite great care, it may happen that a product is indicated with a wrong price in our program books or the webshop. The prices are always checked when you place your order. If the actual price is higher than stated in the webshop, we will contact you to clarify with you whether you want to buy the product at a higher price or cancel it.

### 4. Delivery terms, date of delivery, goods receipt

The delivery time shall be stated at our best discretion. An obligation to comply with certain delivery periods assumed by us is lifted by events of force majeure, which include considerable operational difficulties, transport difficulties and work adjustments in the factories of our suppliers. If an agreed delivery date is exceeded by more than six weeks, the purchaser is entitled to grant us a six-week grace period. In the event of the fruitless expiration of this additional delivery period, the purchaser is entitled to withdraw from the contract if he has announced the withdrawal along with the setting of the additional delivery period. Should the additional delivery period have been exceeded without our fault, the withdrawal right does not exist. In this case, the purchaser may withdraw from the contract four months after the original delivery date has been exceeded. Complaints are only accepted within 8 days after receipt of goods and prior to processing / installing of the material! Claims for damages due to late delivery or non-fulfilment are excluded, unless we are charged with intent or gross negligence.

In all cases, the risk shall pass to the purchaser upon delivery from our warehouse in Wels. Partial services and partial deliveries, as well as partial invoices shall be accepted and paid by the purchaser. Partial services and partial invoices are permissible and must be paid by the purchaser as partial deliveries at the agreed payment conditions.

If the customer does not accept the delivery of the goods, we are entitled to withdraw from the contract after setting a 14-day deadline and / or to demand compensation due to non-fulfilment. We are entitled to demand 30% of the agreed order sum or compensation for the actual damage incurred without proof of damage.



## 5. Payment conditions

Our invoices are to be paid net within 20 days, if cash or prepayment has not been agreed. Payments can only be made directly to us with a debt-exempt effect. The purchaser is not entitled to withhold or offset payments due to warranty claims or other counter-claims not recognized by us.

In the event of a delay in payment, arrears will be charged in the amount of 8% above the respective base rate of the Austrian National Bank in accordance with the German Act on the Amendment to Interest Act (Zins RÄG). In addition, all reminder fees and collection expenses must be reimbursed.

We only accept bills of exchange on the basis of individual, special agreement. Any collection, discount or other expenses shall be assumed by the payer. In any case, the date of payment shall be the date on which we receive notice of the payment and have the amount at our disposal. We can reject offered payments in the form of bills of exchange or checks without stating reasons. Non-compliance with the terms of payment or deterioration of the creditworthiness of the purchaser entitle us to stop delivery also with regard to other transactions which have not yet been settled until the purchaser has fulfilled his obligation without the possibility of deriving claims for damages against us. They also entitle us to cancel outstanding deliveries only against prepayment, to withdraw from the contract after a reasonable period of grace or to demand compensation for non-performance.

## 6. Retention of title

The delivered goods remain our property until complete payment. If the delivered goods are processed by the purchaser before the end of the retention of title or through his order by a third party or are mixed or combined with another item, we are in any case co-owner of the new or connected item in proportion to our own demand in the value of the new or connected object, if the retention of title is not maintained in full.

The purchaser is only allowed to resell the goods delivered by us or the new item arising from the processing or connection before full payment of the purchase price with our consent. In this case, the claim arising from the resale of the reserved goods to the purchaser against his customer shall be deemed to have been assigned to us. At our request, the purchaser has to announce the assignment to his debtor and to provide us with the necessary information or to hand over the documents.

If the customer is in default with his payment obligation or if he violates one of the obligations resulting from the agreed retention of title, the entire outstanding claim becomes due immediately. In this case, we are entitled to request the return of the goods in our ownership and to collect them from the purchaser, whereby the purchaser waives his right to retention. The designs, plans and other documents drawn up by us belong to us only and may not be used by the purchaser or made available to third parties. Any samples and drawings provided to us, including those which did not lead to the order, are available to the purchaser. If these are not collected within six weeks after offer placement or the execution of the order, we are entitled to destroy them.

## 7. Warranty, Damage compensation

In the case of other exclusion of warranty claims, the purchaser shall be obliged to check the delivered goods immediately after acceptance, and to immediately list the defects in writing in a detailed manner. An extension of the warranty period does not occur with defect elimination. We shall not be obliged to rectify the defect or supply the goods as long as the purchaser has not properly fulfilled his contractual obligations. At our discretion, we can meet warranty claims in the form that we can remedy the defect or replace it with faultless goods. Price reduction claims are excluded.

The warranty obligation shall be void if the delivered goods are altered, treated improperly or processed without our consent. We state specifically that even stainless steels - especially austenitic chromium nickel steels - can be damaged by improper treatment, like for example by contact with rusting materials (also tools) or in case of insufficient treatment after processing! Rust is therefore not recognized as a defect in already processed material! We shall only pay the costs for a defect remedied by the purchaser himself if we have given our written consent. With regard to the adequacy of the delivered goods, we provide warranty exclusively in the sense that they are usable according to our regulations and regulations. The purchaser shall ensure that the objects covered by the contract are used in accordance with their purpose and exclusively in the sense of any instructions provided. Only those properties that we expressly assure in writing are deemed as assured.

Commercial and / or manufacturing-related deviations in dimension, design and material do not justify a complaint any more than colour deviations or the like. All claims for damages against us are excluded, regardless of the legal basis from which they are derived, in particular also in accordance with the provisions of the Product Liability Act for persons, property and property damage resulting from a defect in the goods, in particular claims for compensation due to consequential damage, loss of production or loss of profit and the like in whole, unless we are subject to intent or gross negligence.



#### **8. Modifications, cancellation**

Any alterations on the part of the purchaser generally require written form. We are free to take into account changes and additions that are requested by the purchaser after conclusion of the contract. If necessary, these will be billed separately according to actual expenses of working time and material.

A cancellation fee of 10% of the contract sum will be charged for cancellations of orders. The purchaser is entitled to cancel the order only with our express written consent.

#### **9. Right of withdrawal**

If you are a consumer in the sense of the consumer protection law, you can withdraw from a contract concluded by telecommunication law (webshop) within a period of 14 calendar days from receipt of the delivery of the ordered goods by written agreement. Withdrawal is excluded for goods made according to customer specifications. It is sufficient if the withdrawal notice is sent within this period. The goods must be unused and in a new resaleable condition in the original packaging, and sent back in an additional, stable packaging. The cost of the shipment shall be borne by the customer. If returned items show signs of usage or if the packaging is damaged, we will retain a corresponding value-reducing amount. The same applies if accessories (screws, ...) are missing when the goods are returned.

#### **10. Data storage**

The data of the purchaser required for order processing and accounting are stored in our computer system. The stored data will be used by us within the framework of the legal provisions.

#### **11. Place of jurisdiction and place of fulfilment**

Exclusive place of jurisdiction and place of performance for both parties is A-4600 Wels. Austrian law is exclusively applicable to the contractual relationship. Should parts of these terms and conditions be invalid, the validity of the remaining provisions shall remain unaffected.

Dated: 03/2016