

General Terms and Conditions of Business

I. SCOPE

All our deliveries and services take place exclusively on the basis of these sales and delivery terms and conditions. Provisions deviating from these terms and conditions, including in particular the terms and conditions of business of customers, only apply in event of our written confirmation. The acceptance of deliveries or partial deliveries shall always imply recognition of our terms and conditions. These continue to apply to the continued business relationship. If they are changed, the changes shall apply as of the time at which they are first received by the customer and/or available for the customer on our website.

II. OFFERS

Our offers remain non-binding and subject to change. Orders are only considered accepted when they have been confirmed by us in writing. The purchase order signed by the customer is an irrevocable order. We have the right, but are not obligated, to accept this order within three weeks by sending an order confirmation. Deliveries and invoicing are equivalent to a written confirmation. The information contained in brochures or similar documents and provided with an offer such as diagrams, descriptions, consumption data, information regarding the usability of devices are only authoritative if they have been expressly designated as binding. Slight deviations from the description in the offer are considered approved if the deviation is within reason for the customer to accept. This applies in particular in the event of changes and improvements in the interests of technical advancements.

III. PRICES

Our prices listed in the order confirmation are agreed as binding but may be increased by the value that corresponds to any increase in costs. In addition to the prices, the value-added tax, shipping and packaging costs must also be paid as well as any special shipping insurance requested by the customer. The offered prices are ex works (EXW).

IV. PAYMENTS

Payments must be made exclusively to our cash desk or to an account specified in the invoice at no charge to us. The payment is considered complete only upon posting to our account in the specified amount. All claims for payment are due immediately on the invoice date unless other conditions are specified on the invoice. No oral agreements shall apply. Checks are accepted only as an undertaking to pay. If the financial circumstances of the customer worsen significantly or if such a circumstance becomes known after the fact or if a due payment is not made by the deadline, we have the right to alter the payment conditions. The discount granted to the incompletely paid invoices also becomes void and must be paid to us immediately. In event of defaulting on a payment, 1.5% interest per month as of the due date must be paid in each instance. We have the right in event of defaulting on payment to entirely cease all deliveries and make all other open claims for payment due immediately. The customer is also obligated to compensate us by paying dunning fees.

V. DELIVERIES

Delivery deadlines that are promised by us are binding if they are explicitly noted in the order confirmations. We are not responsible for delivery delays resulting from causes that lie outside our sphere of influence, and such delays justify a withdrawal by the customer only after he has requested that we make subsequent delivery by an extended deadline of at least eight weeks. If the delivery or service becomes impossible or not reasonably possible due to force majeure, which includes circumstances in which it is impossible for our suppliers to make deliveries, we shall be freed of the delivery obligation. Should the customer fail to accept the delivery for reasons attributable to the customer, we shall store the delivery object at the expense and risk of the customer. Upon transfer of the goods to the person carrying out the transport, the risk is transferred to the customer, regardless of who bears the shipping costs. The customer is therefore responsible for all necessary complaints. If the goods are ready for shipping and the shipment or acceptance is delayed for reasons attributable to the customer, the risk is transferred to the customer at the time of notification of delivery readiness or at the time of the attempted delivery. We have the right to make partial deliveries.

VI. COMPLAINTS, WARRANTY AND LIABILITY

The customer is obligated to inspect the goods immediately upon receipt. Any defects identified must be reported to us within eight days of the delivery date in detail and in writing. After expiration of this deadline, no objections to our claims shall be recognised and all liability for obvious defects is excluded. If a complaint is lodged concerning a defect, the goods must be held available for our inspection. This is also a prerequisite for lodging a claim against us. The customer must send back the goods for inspection. We shall cover the transport costs if the complaint was justified. In this event, we shall also supply a replacement at no charge through subsequent delivery of identical goods or improvement of the existing goods and shall also provide compensation for the removal and installation costs according to the rate guidelines of the Chamber of Commercial Industry. Further claims of the customer, regardless of their basis, are excluded. The replaced goods become our property. Claims for compensation for damages, regardless of type, including those due to late delivery, are excluded, except in cases of gross culpability.

We shall in no case be liable for the usability of the goods for the purposes of the customer. A complaint of defects does not extend the due date for the purchase price claim of any proper partial deliveries. All claims of the customer against us become void if improper repairs, cleaning, changes or other manipulations take place. The same applies to damages that can be attributed to improper connection or use of the delivered goods. We accept no liability for lost profits, expected but unrealised savings, damages from claims of third parties against the customer or indirect damages or consequential damages.

VII. CANCELLATION

The cancellation of a purchase order is fundamentally disallowed. Should we agree to a cancellation for whatever reason or repossess goods in the event of making good on a retention of title, a claim against the customer of at least 20% of the invoice value remains in effect as a compensatory claim and is immediately due insofar as it was not already due.

VIII. RETENTION OF TITLE

Ownership of the goods is only transferred to the customer when the customer has paid all of his obligations under this transaction. Our ownership also extends to the new products resulting from the processing of the goods subject to a retention of title. The customer may only dispose of goods subject to our retention of title insofar as he is capable of properly and punctually satisfying his obligations toward us. Claims of the customer for purchase price or work performed from the resale or processing of our goods are assigned to us already at this time up to the amount of all of our open claims; we have the right to engage in debt collection until such right is waived. In the event of a court-ordered attachment of goods that are subject to our retention of title, the customer is obligated to immediately report this circumstance to us. Other attachments or assignments by way of security are only permitted with our permission.

IX. PLACE OF FULFILMENT, PLACE OF JURISDICTION

The place of fulfilment for all obligations arising from this agreement is the registered office of our company. The application of Austrian law without regard to its conflict of law rules and the UN Sales Law is agreed. The court having territorial and subject matter jurisdiction for the first district of Vienna shall have jurisdiction over all disputes arising between the parties under this agreement.