

Purchasing Conditions

- 1 These Conditions shall apply to all orders placed by us and shall have precedence over any conflicting conditions imposed by the Seller, unless otherwise expressly agreed in writing.
- 2 Offers submitted to us shall be binding. Prices quoted shall be fixed prices including packing, free our works, duty paid as per INCOTERMS as from time to time amended.
- 3 Payments may be made at our option either within 14 days less 3 % discount or net cash within 60 days.
- 4 If any defect is detected on acceptance, we shall be under no obligation to make payment until such time as the defect has been rectified or the defective goods replaced with goods which are without defect.
- 5 Should the Seller in the case of an order to be fulfilled in multiple stages fail to comply with delivery dates or other agreements, we shall be entitled to withhold all payments.
- 6 Notice of delivery must be given prior to dispatch, specifying the unit numbers, dimensions and weights to be delivered. We shall not be liable for costs incurred as a result of delays in offloading or waiting times.
- 7 We are entitled to return empty containers and packing materials to the Seller at the latter's expense. The Seller confirms that it either complies independently with the regulations for the avoidance and recovery of packaging waste (Verpackungsverordnung BGBl. 645/1992) as amended or participates in an existing collection and recycling system, with the effect that our company is under no obligation pursuant to these regulations. In the event that any claim is made against us despite this assurance, the Seller shall be obliged to reimburse all costs and expenses incurred by us.
- 8 The agreed delivery time shall commence with effect from the date of order. The delivery date is the date on which goods must be received by us. In the event of default we shall be entitled to withdraw from the contract without necessity to allow any period of grace, or to insist upon fulfillment. In all cases of default or non-fulfillment we are entitled to demand damages including compensation for loss of profit.
- 9 Should the Seller be in a position to foresee delay or default, we must be notified forthwith in writing, specifying the grounds and anticipated duration of the delay. This shall not affect the aforementioned consequences of default. We are not obliged to accept deliveries prior to the agreed delivery date. If goods delivered prematurely require to be stored either on our premises or on the premises of an authorized company, the storage thereof shall be at the cost and at the risk of the Seller.
- 10 The extent of supply and performance is specified in the order.
- 11 Technical data quoted by the Seller shall be binding. Any such statements made shall be regarded as expressly assured characteristics of the goods.
- 12 The Seller shall be liable for ensuring that the goods supplied are in defect-free condition. In particular the Seller shall guarantee that all applicable provisions of the law and of the accident prevention and occupational health and safety regulations are complied with.
- 13 Defect complaints must be lodged by us within a period of two months. Rectification works must unless otherwise agreed be carried out at our company. There shall be a guarantee period of 12 months from the time at which defects are detectable.
- 14 In the event of rectification or replacement, the time limits for defect complaints and guarantee claims shall start afresh following rectification or replacement delivery.
- 15 The Seller shall be liable for ensuring that the goods supplied are free from third-party rights.
- 16 The Seller shall also be liable for defects for which its suppliers or subcontractors may be responsible.
- 17 The Seller shall be liable for all personal injuries or material damage resulting from deficiencies in the goods supplied.
- 18 Guarantee: Plant, machinery and equipment, etc. unless otherwise agreed shall generally be guaranteed for a period of 12 months. The guarantee shall cover all parts and components. Defective parts must be rectified or replaced with new parts within the shortest possible time. The supplier shall be liable for rectified or replacement parts for the same period of time commencing from the date on which the defect was eliminated. In the event of performances rendered under guarantee, all costs (material, assembly, travel, expense allowances, etc.) shall be borne by the supplier. Intervention by us or by third parties resulting from reported defects shall not affect the guarantee.
- 19 Before such performances are rendered we shall be entitled by unilateral declaration to withdraw from the contract if the Seller gives us good cause to do so, in particular if the economic situation of the Seller deteriorates substantially or other circumstances occur which give justified reason to doubt the ability of the Seller to render performances.
- 20 Rights and duties resulting from contracts with us may only be transferred to third parties with our express written consent.
- 21 All trade secrets of whatever kind of which the Seller may acquire knowledge through its business relationship with us, such as in particular the production methods employed by us, must be kept secret. The Seller must ensure that persons entrusted with the fulfillment of the order comply with this commitment to secrecy. Documents made available by us may only be duplicated, utilized or disclosed to third parties with our express written consent. In the event of a breach of this non-disclosure commitment, without prejudice to any more extensive claims for compensation we shall be entitled to demand a contractual penalty equal to 5 times the value of the goods supplied, or in the event of multiple deliveries, 5 times the value of goods supplied in total.
- 22 The Seller gives its consent that personal data made available by the Seller may be processed within the meaning of the Data Protection Act (Datenschutzgesetz).
- 23 Should any claim for compensation be made against us under the Product Liability Act (Produkthaftungsgesetz) as a result of a product supplied by the Seller, the Seller undertakes to interpose as third party in any legal dispute and indemnify us against all claims and deprive the claimants of any cause of action against us. Should a compensation claim nonetheless be asserted against us, the Seller undertakes both to reimburse in full the compensation made by us as well as to refund all costs and other ancillary expenses associated with our necessary legal defense.
- 24 The Seller undertakes to notify us forthwith of any further technical developments in its products. It is agreed that the contractual relationship will be conducted and in particular that orders will be placed by us in writing.
- 25 Our order data must be specified in correspondence addressed to us by the Seller.
- 26 Obligations towards us which are entered into will transfer to and must if necessary be formally imposed on any legal successors.
- 27 The place of fulfillment shall be Sulz.
- 28 The court having competence over Feldkirch is agreed to have jurisdiction.
- 29 Insofar as the provisions of the UN Convention on the International Sale of Goods do not otherwise apply, the contractual relationship shall be subject to Austrian law.
- 30 Should one or more provisions of these Terms and Conditions be or become invalid, the remaining provisions shall not be prejudiced.