

General terms and conditions for commercial customers

1 Preamble

1.1 These general terms and conditions shall apply unless the contracting party does not have expressly agreed in writing deviations.

1.2 The following terms of delivery of goods shall also apply mutatis mutandis to services.

2 Deliveries

2.1 Unless otherwise expressly agreed, the delivery period starts with the latest of the following dates:

a) the date of confirmation

b) the date of conformance of all technical, commercial and financial requirements from the buyer

c) the date on which the seller has received an advance payment of the product and/or a letter of credit.

2.2 The seller is entitled to make part-delivery.

2.3 If the delivery is delayed due to the seller fact occurred, such as force majeure, fire, labor disputes etc., an appropriate extension of the delivery time is guaranteed.

2.4 If the seller has a delay in delivery, the buyer may either demand or setting a reasonable period to rectify the resignation and after the period to cancel the contract. In the case of special production items it must be considered an equal period of grace because the seller cannot use already produced parts otherwise.

2.5 Is the mentioned period of grace delayed by the fault of the seller, the purchaser is allowed to withdraw the contract for all delivered goods and delivered goods which can't be used without the other parts. In this case the buyer case has the right for reimbursement of the undelivered goods or for the non-use goods and payments made so far – insofar the delay in delivery was created of gross negligence by the seller. Delivered goods and unusable goods, the buyer defer to the seller.

2.6 Other than those mentioned claims of the buyer against the seller's delay are excluded.

2.7 If the delivery is delayed due to the buyer because the receipt of the goods does not take place at the agreed destination or point of time, the seller is allowed to demand performance or after setting a equal term of acceptance to cancel the contract .

3 Price

3.1 The prices are, unless otherwise agreed, ex works from the seller without packing or loading. If the delivery includes services, the prices are without loading and carrying.

3.2 Prices are based on costs at the time of the levy price. If costs change by the time of delivery, go these changes for the account of the buyer.

3.3 For contracts with open prices the current selling price on the delivery date is calculated.

4 Payments

4.1 Payments shall be made according to the agreed payment terms. If not in accordance with written confirmations and other payment dates have been agreed upon, first half of the purchase price is payable at receipt of confirmation, second part when delivery is prepared for dispatch.

4.2 The buyer is not entitled to warranty claims or other payments back due the seller has not accepted counterclaims back.

4.3 If the buyer is in delay with an agreed payment or other services, the seller is allowed to demand completion of the contract and

a) to delay the performance of his own commitment to the delayed payments or other services

b) to claim an appropriate extension of the delivery period

c) all outstanding purchase price valid for payment

d) at maturity, default interest at a rate of 12 % can be charged in addition to the replacement of any judicial and/or court costs and also expenses of collection (e.g. Kreditschutzverband von 1870) or after a appropriate extension of the period the seller is allowed to cancel the contract.

4.4 After the expiration according to 4.3 there is no payment or other service from the buyer, the seller can renounce, by written notice, the contract. The buyer has to defer already delivered goods and pay compensation for the depreciation of the product occurred and to repay all expenses that the seller hat to make for compliance of the contract. Regarding undelivered goods, the seller is entitled to manufacture parts or integrate the buyer to make available and for this to require the appropriate percentage of the selling price.

4.5 Till to the complete fulfillment of all financial obligations of the buyer, the property in the goods belongs to the seller. Buyer shall comply with the formal conditions required to maintain the property title. In case of seizure or other use the buyer is required to make the claim and ownership of the seller and to inform the latter immediately.

4.6 In the event of a sale of the goods this must be made with reservation of title. The buyer hereby assigns to him from the Resale claim and is entitled to his customers up to the amount of the outstanding purchase price to the seller. The buyer is obliged to inform his customers in one hand resale completion of the assignment and the other name and address of the purchaser and the amount of his claim against it to the seller immediately announce which enjoys the right to of the assignment at any time to exercise.

5 Warranties and Liability

5.1 The seller warrants that goods are supplied in the agreed quality and goodness.

5.2 The buyer has any defects, at receipt of goods or at least the first possible moment, he has to complain in writing form and in detail and scope immediately. In packaged goods a claim period of three days as agreed.

5.3 Even in the case of complaints or reject goods the buyer is obliged to accept the goods, unload and store properly.

5.4 Warranty obligations of the seller set proper complaint according to 5.2. If warranty obligations are not properly, the seller can waive the compensation.

5.5 For the cost of changes introduced by the purchaser, especially for the cost of any cover purchases, the sellers has only to pay when he has given this in written consent in advance.

5.6 The parts of those goods, the seller obtained from subcontractors, the seller is only liable under him, even against subcontractors due coverage.

5.7 It is expressly agreed that the seller has not to pay the buyer any compensation for injuries to persons for damage with goods which are not subject matter, for other damage and profit, unless the circumstances indicate the individual case that the seller coarse at fault. Liabilities of the seller for damages resulting from improperpProcessing or inappropriate use of the delivered goods are excluded.

5.8 The liability for claims resulting from product liability for property damage and product liability claims for which can be derived from other provisions, is expressly excluded.

6 Jurisdictions, Applicable Law, Place

1.6 Jurisdiction for any direct or indirect devoted in the contract dispute is the local for the location of the seller competent Austrian court.

6.2 It is exclusively governed by Austrian law.

6.3 For delivery and payment of performance the legal address of the seller is agreed, even if the transfer is to a different convention place.