



General delivery and business conditions

These conditions apply to all current and future delivery contracts as long as they are not modified by any deviating written arrangements. We will not recognize opposing delivery and business conditions even if we do not object to them.

1. Offers

Our offers are subject to change and do not obligate us to deliver anything. We reserve the right to prior sales. The documents sent to the customer, including brochures, illustrations, drawings, weight and size specifications, capacities, etc., are only approximate as long as nothing is expressly specified in writing as binding.

2. Orders

a) The orders handed over to us or our representatives are binding for the orderer and are only valid for us once we have sent our written order confirmation or sent the invoice, and they are only valid to the extent specified therein.

b) Force majeure, strikes, natural catastrophes, transportation blockades, etc., release us from the contract. This also applies if these circumstances happen to subcontractors.

c) Design and form changes to the ordered goods do not entitle the customer to cancel the contract as long as the object of purchase is not fundamentally changed.

3. Prices

a) Unless otherwise agreed upon, the specified prices are net cash prices from our Gloggnitz factory, excluding packaging and shipping; packaging costs will be designated as production costs on the invoice and are non-refundable.

b) If upon delivery of import goods, there is an increase in the related exchange rate between the contract conclusion and full payment of the purchase price, there shall be an increase in the still outstanding purchase price in relation to the exchange rate. A discount due to the exchange rate shall not affect the purchase price. All prices are based on costs (especially duty and freight costs) at the time point of conclusion of the contract; if they have changed by the time point of delivery, these changes shall be credited/charged to the purchaser. Even if cost-free delivery is expressly agreed upon, this only obligates us to cover the freight costs at the rates that were valid at the time point of the order confirmation.

4. Fulfillment and transfer of risk

a) Once we have sent the goods, in every case – even with carriage-free deliveries – the risk is transferred upon handover of the goods to the 1st carrier or – if you have consigned the goods to a carrier in advance – upon handing over by the same to the customer. If we do not ship anything, the risk is transferred once we send our notification of readiness for delivery to the customer.

b) Unless otherwise agreed, we will ship the goods according to our best discretion. Shipping is done uninsured at the cost of the recipient, even for carriage-free deliveries. For charges that may occur due to inappropriate packaging or railway or customs declarations, we are only liable if we have not heeded an express condition of the customer regarding this.

c) The customer must pay for any measures for storage of goods that is necessary for any reason.

5. Delivery times

a) The specified delivery times are approximate and are non-binding for us. We can therefore not be made liable in any way for damages that arise or lost profit that occurs due to exceeding of the delivery time. The customer can only withdraw from the contract on account of exceeding of the times if he has complied with all contractual obligations (making agreed upon payments, etc.) and a set period of grace of a minimum of 3 months has elapsed without any success. The customer cannot make a claim for damages in this case either. We have the right to make partial deliveries and advance deliveries.

b) Ordered goods that are "on standby" must be collected at the most within six months from the order date. After expiry of this – or an agreed upon shorter or longer period – we have the right to ship the goods or cancel the contract and demand compensation for any damages or lost profit.

6. Warranty

a) The warranty period is 6 months for single shift operations and 3 months for multi-shift operations and it commences at the time point of transfer of risk (see Point 4a). Complaints regarding other forfeitures of a warranty claim must be enforced immediately by means of registered letter. The occurrence of defects does not entitle you to withhold the purchase price or a part of it.

b) We warranty properly constructed, defect-free materials and properly designed machines that we deliver new from the factory – under exclusion of further-reaching claims – by accepting liability for all parts that have become damaged or unusable within the warranty period as a result of defective material or improper design and we will either repair or exchange them as quickly as possible. In this case we will provide replacement parts free of charge; the customer must cover all freight and import costs and the work time necessary for the repairs. We are not liable for any damage as a result of incorrect installation, improper or negligent handling, excessive load or natural wear and tear. Excepted from the warranty are all units and parts that have to be replaced due to wear from normal use or regular replacement. Replaced parts are our property and can be sent carriage free without modification or reworking. The warranty period is not extended with the repair of defects. It also expires for replacement parts and warranty repairs at the same time point as for the entire object of delivery. For those goods or goods parts, which the seller has ordered from subcontractors, such as motors, electrical devices rubber coatings, rubber parts, etc., he is never liable to a greater extent than he himself is liable to the warranty claims of the subcontractor.

c) The warranty lapses if

1. changes or modifications to the goods we have delivered are undertaken from party other than us without our written consent or
2. the agreed upon payment conditions are not kept; deferral of payment does not change the loss of warranty claim
3. the purchase does not follow the regulations on handling over the object of purchase (operating instructions) especially if the stipulated inspections are not properly carried out.

d) We are in no case liable to compensate for lost profit other than damage compensation for damage intentionally caused by us or to which we have contributed with gross negligence.

e) If a product is manufactured on the basis of the design information, drawings or models from the customer, our liability does not extend to the correctness of the design but to the design as per the instructions of the customer. The customer shall indemnify us and release us from any violation of patent rights.

f) Warranty is excluded for used machines.

7. Payment

The purchase price must be paid net cash as follows: 1/3 upon receipt of the order confirmation; 1/3 upon notice of readiness for delivery and 1/3 thirty days following this time.

For deliveries abroad 1/3 must be paid when ordering, and the remainder by issuing a letter of credit.

If the payment deadlines are exceeded, default interest of 4% above the respective bank rate of the Austrian Nationalbank is agreed upon and we are entitled to postpone the fulfillment of our obligations until the delayed payments are made. The place of payment is our headquarters in Gloggnitz; payments must be sent directly to us; our representatives are not authorized to accept payments. Without our consent, payments made in another manner do not discharge the customer from the debt. In case of an agreement on installment payments, missing the payment deadline shall result in forfeiture of the deadline and thus the outstanding invoice amount shall be due immediately. If acceptance of a bill of exchange is agreed upon this shall only be done on account of payment. Compensation based on claims from the customer against us is excluded. Incoming payments shall – regardless of any other commitments of the customer – always be first be put towards the interest and then the principal; for agreed upon partial payments they shall be put towards the longest due rate and in case of several outstanding invoices, incoming payments shall be put towards the longest due invoice. If he is late, the purchaser/orderer shall reimburse us the reminder and collection fees in accordance with the Kreditschutzverband [Credit Protection Association] of 1870.

8. Retention of title

a) The goods remain our property until full payment of the purchase price, including any interest and collection costs, or with a bill of exchange, until the bill is cashed. The customer is therefore not entitled to transfer, mortgage or offer the goods as collateral to a third party or in any other way transfer the goods to a third party during this period. The customer is therefore obligated to immediately provide notification by registered letter of any damage to the purchased goods, of a seizure or transfer of the goods and to undertake everything possible in accordance with his obligation as a responsible businessman and/or custodian to ensure that our property does not suffer any damage.

b) If the customer sells the goods as part of a normal business transaction while they are under retention of title, all arrears and ancillary rights to third parties from such transactions are irrevocably ceded to us as a means of security. Upon request, the customer must provide his debtor and all the information necessary for us to enforce a claim and must notify his debtor of the irrevocable assignment of the arrears. Our customer has the right and is obligated to collect the receivables from their resale for us as long as we do not make use of the right we have to direct enforcement of payment.

9. Cancellation of the contract

a) If the customer is in delay of the agreed upon payment or other performance, we can cancel the contract by means of registered letter after concurrently granting a period of grace of a minimum of 8 days, calculated from the sending of the letter of cancellation. Moreover, we can cancel the delivery contract without granting a period of grace if bankruptcy proceedings or an assignment are going to be initiated against the customer or if we become aware of financial conditions of the customer that appear to us to no longer adequately ensure payment for the due arrears. If the customer is already in possession of the goods, he must immediately return them to us carriage-free. If he does not fulfill this obligation, we have the right to pick up the goods from him – at his risk and cost – and the purchaser waives enforcement of the right to retain the goods, or rights of divestment or trespassing. For the period from the transfer of risk to him (Point 4A) until the goods arrive with us again, the customer must also pay a usage fee at the amount of the standard rental fee and compensation for any damages that occurred in this period and any other loss in value of the goods that occurred to us for disassembly and transportation costs, and also for any other damages that occurred to us due to cancellation of the contract. One of our specialists shall exclusively determine the amount of damages and any loss in value. The customer has the right to reimbursement of the remaining part of the sales price he paid after deduction of the above arrears; there will be no interest charges on these arrears. For non-marketable goods (items specially manufactured), we have the right to make the manufactured or processed parts available to the customer and to demand the corresponding sales price for these parts.

b) If the customer cancels the contract, when accepting the cancellation, we have the right to either demand payment for any damages we have suffered or profit we have lost, or a 10% cancellation fee.

c) Please see Points 2 and 5 for other cases of contract cancellation.

10. Installations

For installations, the installation conditions of the Fachverband der Maschinen- und Stahlbaubranche von Österreich [Association of the Machine and Steel Industry] separately apply.

11. Place of fulfillment and legal jurisdiction

For delivery and payment it is Gloggnitz. For all disputes resulting directly or indirectly from the contractual relationship, the legal jurisdiction is agreed to be Gloggnitz. Austrian law applies.