1. General: The sales contract is only valid when confirmed by our written order confirmation. Our General Terms of Sale and Delivery always constitute an integral part of the sales contract and shall also apply for all subsequent sales contracts including any amendments to or modifications of this contract. The purchaser’s Terms of Purchase shall only be applicable if confirmed or acknowledged by us in writing. Lack of objection shall under no circumstances constitute tacit acceptance on our part.

2. Price: Unless agreed otherwise in writing, the price for the goods shall be calculated on the basis of the sales prices prevailing at the time of the delivery date. It shall include all value-added tax which shall be paid by the purchaser at the applicable statutory rate. Any bonuses, discounts, credit notes for goods etc. are calculated on the basis of the sales prices excluding value-added tax. The sales contract price is fixed and may not be reduced after the delivery date.

3. Delivery date: The delivery date shall be the date agreed for collection of the goods or the agreed date of the arrival of the goods. If this agreed delivery date is exceeded, the purchaser shall be entitled to withdraw from the sales contract after granting a period of grace of at least four weeks, notice of withdrawal shall be given in writing, by telefax or e-mail. The period of grace shall commence on the day on which we receive the purchaser’s notice of withdrawal.

Claims for damages by the purchaser based on delayed delivery or in the event of a withdrawal shall be excluded to the extent permitted by law.

4. On-call deliveries: If it is agreed that goods are to be called by the purchaser during a specific period of time, we shall be entitled to withdraw from the sales contract after granting a period of grace of at least four weeks, notice of withdrawal shall be given in writing, by telefax or e-mail. We shall in all cases be entitled to charge storage costs for the period by which the agreed call period is exceeded.

5. Type and route of shipment: Unless agreed otherwise in writing, the type and route of shipment shall be determined by us.

6. Notice of defects: Defects of the goods are deemed to have been accepted unless claims for defects are asserted by the purchaser in writing, by telefax or e-mail specifying the precise nature of the defect immediately, at the latest, however, within 3 working days from arrival of the goods at their destination.

This shall not apply in the case of defects which cannot be discovered without the use of a special technical or quality-technical equipment. In such cases, the purchaser shall be entitled to inspect the goods and to demand rectification. If the defects are not accepted as specified above immediately after being discovered, at the latest, however, within 6 weeks from arrival of the goods at their destination, the purchaser shall be entitled to withdraw from the sales contract and does not release the purchaser from its obligations, in particular for payment of the purchase price.

After the assertion of claims for defects the purchaser shall at our request without delay send samples of the defective goods as well as documents providing evidence of the defect to us and moreover take samples of the goods together with an expert appointed by us and carry out securing of evidence in the manner specified by us. If the purchaser should fail to comply with any such request any and all claims for defects shall be forfeited.

As soon as a defect is discovered by the purchaser, all further disposal of the goods, in particular (further) processing of the goods, shall become impermissible without our explicit written consent, otherwise any claims for defects shall be forfeited. Notice of defects shall not discharge the purchaser from its payment obligations.

Goods shall be returned to us at our risk and costs. In case of defects, we shall be entitled to purchase and/or rework the goods at the purchaser’s cost or to return the goods to us not later than the date on which the defect is ascertained, unless claims which would be disproportionate for us.

7. Warranty and liability: We exclusively warrant that, at the time of passing of risk, the goods correspond to the specifications expressly agreed upon. Beyond that warranty an express or implied warranty of any other characteristics of the goods is not provided by us.

The purchaser shall bear all risks concerning the usability of the goods for a particular purpose or manner unless we have given a written assurance to the contrary. For all rights arising from such an assurance the provisions of this Section 7 shall apply accordingly.

No claims whatsoever shall accrue in respect of goods which do not meet our standard quality as contractually agreed. If a notice of defect has been duly given and is justified, we shall, at our discretion and with due consideration of the customer’s interests, either reduce the price, improve the goods, carry out a replacement delivery (exchange) or take back the goods and return the purchase price. All other claims against us, particularly claims for compensation for direct or consequential damages are explicitly excluded to the extent permitted by law.

This exclusion shall also encompass claims under product liability and claims of reparation.

The purchaser is obliged to indemnify us with regard to claims of third parties, which are made against us, based on defects of a product produced by using the goods sold by us to the purchaser. In case of such claims the purchaser may be required to provide us with all documents necessary for the examination of such claims.

Those claims by the purchaser which cannot be excluded by law shall be limited to not more than the purchase price of the goods concerned, insofar as legally permissible.

If a purchaser is a reseller, the purchaser shall pass the above limitations of our liability on to its customers and oblige them to do likewise, thus ensuring that our limited liability is maintained until the goods reach their final user.

8. Terms of payment: Our invoiced sales prices, including invoiced prices for part-deliveries, shall be fully paid in time and without deductions so that they are received by us not later than the date on which they are due. In case of delayed payments we shall charge interest at a rate of 8 % above the three-months-Euribor, applicable for the period of delay.

Noncompliance with the terms of payment shall result in all of our still outstanding accounts receivable from the purchaser becoming immediately due for payment and we shall entitle us to withdraw from the sales contract without granting any period of grace and to claim damages for non-performance. The purchaser shall not be entitled to withhold payments on account of purported counterclaims which we have not acknowledged, nor to set off payments against such counterclaims. The purchaser may only assign claims against us to third parties with our prior written consent.

If we have to engage an attorney, collection office or similar in order to enforce our claims, the purchaser shall reimburse all our costs incurred in this context.

In the event of justified doubts as to the purchaser’s solvency or credit-worthiness, we shall be entitled to withdraw from the sales contract or to make fulfilment of the sales contract contingent upon securities, including advance payments, at our discretion. We shall be entitled to withdraw from the sales contract or to make fulfilment of the sales contract contingent upon securities, including advance payments, at our discretion. We shall be entitled to withdraw from the sales contract or to make fulfilment of the sales contract contingent upon securities, including advance payments, at our discretion.

In the event of justified doubts as to the purchaser’s solvency or credit-worthiness, we shall be entitled to withdraw from the sales contract or to make fulfilment of the sales contract contingent upon securities, including advance payments, at our discretion.

9. Retention of ownership: We shall retain ownership of the goods delivered until the purchaser has discharged all its obligations in full, in particular until the purchase price has been paid in full, including all secondary costs, such as interest, charges, expenses etc. The right to file legal actions against the purchaser at its statutory place of domicile.

10. Force Majeure: Force Majeure effects, such as/events of Force Majeure are deemed to have occurred if the goods are affected by such delay.

11. Trademarks and proprietary rights: If our goods are marked with a trademark or a quality-technical label or a patent or copyright notice, the purchaser shall ensure that only our rights are infringed. Moreover, the purchaser is not allowed to use the trademark, quality-technical label or patent or copyright notice in its own rules for conflict of laws. The regulations of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

12. Consultation: Consultation provided by our staff shall not constitute any contractual relationship and shall not give rise to any subsidiary obligations associated with the sales contract. Details and information provided with regard to the suitability and use of our goods shall not be binding and without obligation for us. To the extent permitted by law, we shall not assume any liability based on such consultations or if insolvency proceedings are instituted against the purchaser or if its company is liquidated.

13. Statutory regulations: The purchaser shall be responsible for ensuring compliance with all relevant statutory and official regulations associated with the further use and/or processing of our goods.

14. Partial invalidity: If any of the provisions of these General Terms of Sale and Delivery prove or become invalid or ineffective, this shall not affect the validity of the remaining. The invalid or ineffective provisions shall be replaced by valid and effective provisions, which comes as close as possible to the invalid or ineffective provision from a legal and economic point of view.

15. INCOTERMS: Unless agreed otherwise in writing, the trade terms used in the sales contract shall be interpreted in strict accordance with the INCOTERMS (issued by the International Chamber of Commerce in Paris) as last amended.

16. Place of performance: Unless agreed otherwise in writing, place of performance for delivery and for payment shall be Linz, Austria.


18. Place of jurisdiction: Place of jurisdiction shall be Linz, Austria. However, we reserve the right to file legal actions against the purchaser at its statutory place of jurisdiction, at our discretion.