General Terms and Conditions of Sale, Delivery and Payment

1. Scope

We deliver exclusively on the basis of our terms and conditions.

Other terms and conditions will not be part of the contract, even if we do not explicitly

disagree. If we accept the order / service without explicit opposition, it does not mean that we accept your terms and conditions of purchase or your general terms and conditions.

2. Tenders and accompanying documents

All offers are subject to change and non-binding and only valid for immediate acceptance. Documents such as illustrations, drawings, weights and measures are only approximate in nature. We retain rights of copyright and ownership to all project documentation, drawings and other documents. The same may not be disclosed to third parties. The order confirmation forms part of the contract if it is not queried in writing within one week. Verbal agreements are ineffective.

3. Delivery

Goods are delivered at the expense of the purchaser, unless otherwise agreed upon. Agreed delivery requires that the access road is passable with heavy trucks. The delivery time shall be deemed to have been observed if the delivery item has been dispatched from the factory or readiness for dispatch has been notified. In events of force majeure for us and our subcontractors which are beyond our control, like breakdowns, strikes, lockouts, defective goods, difficulties in procuring raw materials, and the like, the delivery time will be extended.

In all cases of delayed delivery, any claims of compensation of the customer are excluded, even after the expiry of an extension of time. If the purchaser is responsible for any delay in shipment, we can demand payment and charge the costs for storage, which make up 0,5% of the invoice amount per month. We are entitled to otherwise dispose of the goods after the fruitless expiration of a reasonable period of time and to supply the contracting party in an extended reasonable period of time. Compliance with the delivery deadline is contingent upon the contracting partner fulfilling all contractual obligations.

Insurance against damages in transit, losses in transit or breakage occurs only at the explicit written request of the customer and at his expense and on his own account. Externally visible transport damage must be reported immediately upon receipt and the specifics must be confirmed immediately in writing.

4. Acceptance of returned fittings

Properly ordered and delivered fittings cannot be returned. If return is agreed upon, the fittings shall not be older than 6 months from expedition date. Return of goods shall be subject to a separately written agreement. Warehouse, transport and other costs shall be charged to the purchaser.

In general, we shall charge a manipulation fee of at least 20%. The percentage rate of the cost is calculated according to the state of the object at the supplier. Order-related articles cannot be returned. Issued credit notes will not be refunded. They may be deducted from future orders.

5. Notice of Defects/Warranty

We warrant conformity that our products are fit for purpose and exhibit the usual characteristics. Liability is only assumed for special characteristics if this has been consented to in writing.

No guarantees can be given for production and material-induced deviations as far as the shades of color are concerned.

The purchaser has to inspect the goods on delivery. Any defects that are identified must be reported to us immediately in written before further processing or installation. This does not entail to retaining the invoiced amount.

Warranty periods: electrical components max. 12 months, all other goods 24 months after delivery

6. Product Liability and Liability for Damages

Within the scope of the relevant laws we may only be held liable for damages we caused by a negligent or intentional violation. Our liability is limited to the sum of our existing liability insurance. We do not accept liability for the correctness of data on handling, operating or running contained in brochures, technical descriptions or other manuals of the manufacturers. Resulting damage is the liability of the manufacturer or importer and all claims must be made to them. Furthermore we are not subject to any duty of clarification, concerning storage, maintenance, installation and handling.

7. Prices and Payment

The prices apply ex works excluding packaging plus the VAT in the current statutory amount. Invoices will be issued with the prices valid on the relevant delivery date. Costs for additional incoming inspection and there documentation are not included in the pricing, if not written in a separate agreement.

Packaging shall be charged at the cost price and shall not be taken back. Payment shall be made within 30 days from date of invoicing or within 14 days deducting 2% trade discount. Costs of sale and repairing costs are not discountable.

Checks and drafts are accepted only on special agreement. Discounts, fees, tax on drafts, bills of exchange and collection charges shall be borne by the purchaser. We are not responsible for the timely presentation and protesting. Our employees are only entitled to accept payment upon presentation of a written collection authorization. Payments received will be applied to the earliest claim. Offsetting claims is permissible only to the extent that the claims are undisputed or legally binding. If the customer falls into arrears with payment we shall be entitled without prejudice to further claims to demand interest on arrears according to UGB (Austrian Corporation Code).

If the customer is in default of payment, we are entitled demand immediate payment of the residual claim; we will also be thus entitled to it, if after conclusion of a contract, circumstances become known to us which provide unfavorable evidence respecting the solvency or economic situation of the customer.

In the event that the Purchaser, in spite of being allowed an additional period of eight days, shall fail to perform its obligations with respect to payment, the Supplier shall have the right to repossess the object of the purchase-and sale transaction, which is its property on the basis of the retention of property rights limitation clause, without in any way whatsoever affecting its remaining rights, and such actions by the Supplier shall not be equated to unilateral abrogation of the entire contract in whole or in any part thereof. This applies especially to damage claims.

8. Reservation of Property Rights

The delivered goods shall remain our property until full payment of the stipulated purchase price and all claims deriving from the purchase contract. The purchaser shall be entitled to sell and/or process the goods to which we have retained title in day-to-day business. The purchaser shall be prohibited from transferring by way of security or pledging such goods or to dispose of them in any other way which is not in line with day-to-day business. In case a third party attaches goods to which we still hold title or otherwise seizes them the purchaser shall inform us thereof. Any costs incurred by us due to enforcement of our title shall be reimbursed to us by the purchaser.

Our title shall not be extinguished either by processing of goods title to which we have retained. We shall acquire prorated co-ownership in the new products or objects through such processing or connection.

9. Prohibition of Compensation

Any kind of retention of payments by the purchaser for counterclaims shall be excluded.

10. Place of Fulfillment

The place of fulfillment for all business-related mutual claims shall be the place where we have our branch office.

Armaturen Aichhorn GesmbH

Gewerbepark 1

A-4631 Krenglbach