

General Purchasing Conditions

As of April 2014

1. With the exception of written agreements to the contrary, the following conditions are considered effective for all orders. Sales and delivery conditions on the side of the seller, which deviate from these are expressly opposed and will only be honored as binding with a written and signed, official company acknowledgement.
2. Only written orders are binding. Verbal agreements require written confirmation. Our enquiries are not binding and, therefore, oblige us to no compensation of any sort for the presentation of an offer.
3. With the exception of agreed upon deviations - prices listed in our orders are fixed and include packaging, delivery to chosen destination, customs, taxes and fees. Unless otherwise arranged in writing, transport risk will be carried by the supplier.
If, within 7 (seven) days of our order, we receive no written contradiction, this will be taken as a complete confirmation of said order and a full acknowledgement of the terms and conditions therein.
Price agreements for blanket orders are only binding when, during the period of the blanket order, these are not underbid by at least 3 % (three percent). In such cases, we are justified in withdrawing from the order.
4. Agreed upon delivery times are binding. The stipulated delivery period begins when our order is received by our contractual partner.
Possible delays in delivery are to be registered in writing or by telex and allow us the option of setting a new delivery deadline or withdrawing from the contract. An amicable arrangement from our side is the only way a supplier can be relieved of his delivery obligations. The supplier is obliged to indemnify us for any damages resulting from delivery failures, insufficient quantities or lower quality, whether or not he is at fault.
For the clearing of delivered goods, values fixed by us are applicable. In the case of multiple deliveries, we reserve the right to return consignments paid for by the supplier.
5. Shipments are to be appropriately and competently packed - in accordance with Austrian law and especially ADR/RID - with sufficient protection against damage or leakage as specified in our order.
In the event that the shipment is made at our cost, the seller is obliged - without exception - to use the mode of transport, which we specify in respect to the shipper we indicate, authorizing them in our name for the transport.
Any and all costs resulting from non-compliance of these regulations are to be paid by the supplier.
Should any shipping documents be missing, storage costs and risks are absorbed by the supplier until shipping documents arrive.
On the day of dispatch and for every shipment, we are to be notified in writing of the mode of transport used, including the name of the shipping company, forwarding agent or carrier. In the event of non-compliance, the supplier is responsible for all damages (demurrage, shunting, stock transfer, etc.)
C.O.D. shipments will not be received.
6. The supplier's representatives are required to abide by prevailing legal requirements, rules and regulations, as well as directives for the prevention of industrial accidents and to employ the latest state-of-the-art technology. In the case of dangerous goods, the supplier is further required to note the ADR/RID classification on the accompanying papers and to include the appropriate accident procedures sheet; otherwise goods will not and cannot be accepted.
7. The supplier assumes full responsibility for the enforcement and carrying out of all applicable legal regulations, whether in transit or in the country of delivery. Goods are received - with reservation - at the agreed-upon destination, but this does not necessarily constitute a full acceptance of the goods or indicate that the supplier has fulfilled all his obligations.
The purchaser is allowed a period of two weeks from date of the received delivery to raise any objections or claim defects. In the case of hidden defects, this period of time begins with a discovery of defects during production. Even when said defects are remediable, we retain the option of receiving a reduction in price or correction of- or supplement to the disputed goods. In the case of significant defects, we reserve the right to a full cancellation.
In addition, we hold the right to withhold payment - whether partially or completely - until all contractual obligations have been fulfilled or the matter under dispute has been cleared.
8. The supplier agrees to provide the buyer with all information necessary for the delivery of a flawless product in accordance with the product liability code, BGBl. 99/1988 from 12.2.1988 (operation manual, usage tips, authorization regulations, safety sheet, batch analysis, certificate, etc.) Should the supplier become aware of any situation after delivery that could cause some sort of product defect with regards to the above-mentioned law, he is bound to notify the buyer immediately and assume any and all costs incurred for the possible return shipment of the defective product as well as any resulting damages.
9. No restrictions to the duties of the supplier resulting from the product liability code, BGBl. 99/1988 from 12.2.1988 nor restrictions in respect to the buyer in accordance with this law nor other regulations regarding existing claims for indemnification will be allowed.
10. The allotted payment period begins with receipt of the invoice, and not with the date of issue of the invoice. In the event that goods arrive later than scheduled, the payment period starts with the day the goods are accepted. Payment is considered made as soon as a bank takes the commission for money transfer.
Claims against us may only be assigned, ceded, purchased or transferred with our written consent.
11. Unless otherwise arranged, the following are our warehouse hours for the acceptance of goods and their subsequent unloading:

Weekdays	Traun	Guntramsdorf	Judendorf	Wiener Neustadt
Monday to Thursday	7:30 – 12:00 13:00 – 14:00	8:00 – 14:00	7:00 – 11:45 12:45 – 14:00	7:00 – 12:00 12:30 – 14:00
Friday	No deliveries	No deliveries	No deliveries	No deliveries

12. We recognize no retention of title by any third party.
13. The supplier assures that neither the delivery of his product to us nor the utilisation of the product by us will in any way violate the patents or other trademark rights of any third party and that we are to be held fault-free and immune to damages.
14. Delivery contracts and service level agreements placed with us are subject to Austrian law to the express exclusion of UN Convention on Contracts for the International Sale of Goods. All disputes arising from this agreement shall be settled with the competent court of Vienna's first district. In case of doubt, the German text shall prevail.