

1. Application

1.1. Unless special agreements or conditions are agreed with us in writing, the following general terms and conditions (T&C) apply to any (even future) business between us and the contractual partner, who explicitly declares that they are in agreement with the application of these T&C. The contractual partner's own sales or other contractual conditions are not applicable. All contracts concluded with the contractual partner, and any changes to these must be in writing.

1.2. The latest valid and published version of all applicable ÖNORMEN (Austrian standards), DIN standards (German standards), EN standards and SIA standards that are to be used for the contractual relationship basically apply. The following apply in particular:

2. Quotation and contract conclusion

2.1. All quotations provided by us are non-binding and without obligation. Providing a quotation does not oblige us to accept an order.

2.2. Any binding contract conclusion (e.g. accepting an order, ordering a consignment or service) requires written confirmation by our official company representative. Transferring an order that is granted by us (even in part) requires advance approval from us.

2.3. Unless agreed to the contrary in writing, these T&C also apply as included in full in possible framework contracts.

3. Prices

3.1. Our prices are subject to change and are net ex works, excluding packaging and shipping, unless otherwise agreed in the specific agreement. The applicable legal amount of VAT, as well as other possible taxes, fees, duties and other levies at the time of delivery / service provision will be paid by the contractual partner and will be invoiced to them in addition to the price. The prices are based on the current costs for materials, energy and salaries. If there is a long period between granting the order or if there is a framework contract for ongoing supply or processing tasks and if the prices change in this period, we are entitled to increase the prices accordingly at the time of supply. Extra costs that arise due to the unsuitable situation of materials or foundations being supplied by the customer will be invoiced by us separately.

4. Transport risk, delivery and acceptance

4.1 The risk transfer and delivery will take place in compliance with the Incoterms specified in the order. If no Incoterms have been agreed in the order, the regulation in compliance with 4.2 will apply.

4.2 The risk is transferred to the contractual partner as soon as the goods are handed over to the carrier by us for loading. Loading, transport and unloading are always at the contractual partner's own risk even if carriage paid delivery has been agreed. We will not cover transport insurance. We will only arrange this if the contractual partner requests this and agrees to pay for this in writing.

4.3 Our delivery dates are basically non-binding unless otherwise explicitly guaranteed. The delivery times and date specifications provided by the contractual partner are binding. Non-adherence to dates of this type entitles us to withdraw from the contract with immediate effect and to claim for compensation even if advanced deliveries have already been completed on time.

4.4 If the contractual partner refuses to comply with an acceptance date and to sign an acceptance log within 14 days of us providing a written notice of completion, our delivery/service is deemed to be accepted without faults (if subsections that are to be designed by the customer are missing, this does not prevent acceptance). Furthermore, all risks are transferred to the contractual partner as of this time and the period for the contractual partner's reciprocal claims begins unless otherwise specified. The same applies to each factual commissioning of our subsection.

5. Payment conditions

5.1. If the payment terms are not met, we reserve the right to charge commercial default interest to the amount specified in the legal provisions on the due date. The contractual partner is not entitled to offset and withhold payments.

6. Title retention

Each item delivered by us and each subassembly remains our property until the purchase price has been paid in full.

The contractual partner must comply with the required formalities to ensure title retention and adhere to all required publicity, registration and other formal requirements; in doing so, the contractual partner must indemnify and hold the seller blameless for any possible losses that are the result of any omissions in this regard. If title retention becomes invalid due to selling the item on to a third party or installing it in a building, when the contractual partner grants an order, they transfer all claims that arise towards third parties due to this resale or installation to us.

7. Copyrights, third party property rights

7.1. All documents provided to the contractual partner by us (plans, sketches, project and delivery documents including patents, trademarks, samples, copyrights, designs, know-how and commercial, technical and procedural documentation, etc.) are subject to our copyright; the contractual partner only has a usage right to the extent agreed in the contract.

7.2. The contractual partner alone bears responsibility and liability for copyrights and other property rights on all documents provided to them by us.

8. Notification of defects, warranty

8.1 To avoid loss of claims, the contractual partner must inspect our deliveries without delay upon receipt (delivery or collection) as long as this is possible in the normal course of business, and must also report any defects to us in writing without delay.

8.2. The legal warranty provisions apply.

8.3 Furthermore, the contractual partner only has a right to a warranty claim if they have met all payment and other obligations.

9. Compensation and liability

9.1. We are only liable for all damages (including damages due to fulfilling or not fulfilling the contract, fraudulent transactions or omissions, and due to faults) if we have caused these damages intentionally or due to gross negligence. Any claim beyond this is rejected unless it is obligatory. In particular, we are not liable to compensate for subsequent damages or third party damages or losses, for loss of profit, pure financial losses or other damages or costs.

9.2. Furthermore, our liability is limited to the benefits of a business liability insurance and also according to the order value amount for the service on which the relevant claims are based.

9.3. We are also not liable for servants to the same extent.

9.4. The contractual partner is liable for all damage and improper handling of our subassemblies by third parties commissioned by them.

10. Place of fulfilment, jurisdiction

10.1. The place of fulfilment for our delivery and for the contractual partner's payment is 2560 Berndorf. The exclusive place of jurisdiction for all disputes between us and the contractual partner is the competent court responsible for the first district of Vienna. Austrian substantive and adjective law is to be used, excluding the UN Sales Convention.

11. Severability clause

If individual conditions in these T&C are or become ineffective or infeasible in whole or in part, this does not affect the validity of the (remaining) conditions. In this case, the parties to the contract are obliged to replace the ineffective condition with a permissible regulation that comes as close as possible to the regulation that is to be replaced. The parties to the contract must close any loopholes as reasonable companies, considering the basic intentions of the contract that was concluded and these T&C.