

1. Provided that no other written agreement has been arranged or laid down in the following conditions, the legal provisions shall apply. Any vendor's or supplier's (hereinafter referred to as Vendor) conditions deviating from these conditions shall in any case be non-binding for us, even if these conditions are not expressly contradicted.
2. Only such orders issued by the company in written form and signed are binding. This also applies to any additional or follow-up orders and to any alterations of already existing orders.
3. The order is to be confirmed in writing within ten (10) days of placing the order, otherwise we shall be entitled to cancel the order.
4. The required date of delivery shall be calculated from the date of the written order. The Vendor is to give notice of any delays in delivery immediately upon receiving knowledge of the occurrence of such a delay in written form, declaring the reason for the delay and its estimated duration. In this case we can withdraw from the contract immediately or after expiration of a reasonable period of grace having been set by us. In the case of a delay in delivery as a result of force majeure we can either withdraw from the contract or request execution of the delivery at a later point in time, without the Vendor having any claims against us resulting from such a case.
5. No payment will be made for the preparation of offers, plans and the like.
6. The goods are to be packaged according to custom and usage, in any case adequately and protected against any damaging effects of any kind. We reserve the right to return any packaging that cannot simply be disposed of or that causes environmental problems at the cost of the vendors. For Vendors in Austria: If you are a member of ARA, we request that you include your license number on the order confirmation form.
7. C.O.D. packages shall only be accepted if this has been expressly agreed upon.
8. Transfer of goods upon pickup shall only occur after the transferee has shown the proper authorization. In case of doubt our procurement department is to be contacted by telephone.
9. The Vendor pledges to treat any data and information he may become party to due to business relations with us as business secrets. This pledge shall extend to any and all staff members and sub-suppliers of the Vendor. It is to continue even upon termination of the business relation.
10. Drawings, models, templates, samples and similar items are not to be handed over to unauthorized third parties nor are they to be made accessible in any other manner. Copying of such items is only permissible insofar as is necessary for carrying out the order.
11. The Vendor may only advertise his business connection to us after having obtained our consent.
12. We shall only settle payments after receiving auditable invoices and – unless otherwise agreed upon—within thirty (30) days of receipt of goods or the invoice less 3 % discount or within forty-five (45) days less 2 % discount or net after ninety (90) days. Any fines will be deducted from the final invoice.
13. Any assignments of purchaser claims are only permissible with our express written consent. The assignment is to include our order number and the invoice number.
14. Any objections of delivery and services entitle us to withhold any payments due.
15. The supplier agrees to compensation of claims and liabilities of any kind, including those of our affiliated companies.
16. For errors of delivery, including missing features either guaranteed or customarily available or faulty deliveries, unless otherwise agreed upon, the supplier's warranty period for movable goods shall end two years after transfer or faultless initial operation or the detection of hidden faults. Irrespective of our legal rights should the supplier not repair the defect within a period of time set by us or not carry out a replacement, we shall have the right to repair the defect at his costs either ourselves or to authorize the repairs to be carried out by a third party or to make a covering purchase.

Notice of defect is to be immediately made upon:

  - a) open notice of defect up to six weeks of transfer,
  - b) hidden defects up to six weeks from the time of detection.

On goods commonly remaining packaged until use or unmachined goods, defects that are detected upon removal from packaging or upon machining are to be considered hidden defects. Any guarantees recommence upon carrying out replacements or repairs.

17. The delivery is to conform to the intended use, in accordance with the order, the legal provisions valid in Austria or in the EU, the corresponding standards and the relevant provisions of the authorities and professional associations. Conformity sheets (CE registration), safety data sheets and product information are to be delivered to us with the goods.
18. The Vendor guarantees that the goods can be acquired and put in circulation under legally competitive conditions without infringing on the commercial or other industrial property rights of any third party, in particular trademark rights, archetype rights, patent rights and rights of origin. He pledges to ward off any and all claims made by third parties concerning such a matter at his costs, to compensate any costs involved the Purchaser might incur, and to indemnify and hold him harmless from and against this matter.
19. The Vendor further pledges that the product ordered (this is also a basic material or a partial product) is faultless in terms of the provisions of product liability laws with regard to design, production and priming. He particularly guarantees that no product defects whatsoever were able to be detected with the standard science and technology available at the time of placing the product on the market. The Vendor pledges to make available to us any information appropriate for the delivery of a faultless product in terms of the product liability laws (such as: operating guidelines, warning notices, accreditation regulations, etc.).
20. Limitations of any kind on obligations for the Vendor resulting from the product liability laws or at most foreign product liability regulations as well as limitations of any kind on the claims for compensation to which the Purchaser is legally entitled or entitled in accordance with any other provisions shall not be accepted. In the case of a claim by our customer, the Vendor pledges to indemnify and hold us harmless from and against this matter and to make recourse. We assume that the product delivered is the Vendor's product, a product for which he as the manufacturer or importer is liable.

Should it turn out as a consequence that all or some partial products are not manufactured or imported by the Vendor himself, he still pledges to us to be liable as if he were the manufacturer or importer. Particularly in this case the Vendor waives the exception of being non-liable due to merely acting as a dealer.
21. Even on claims of product liability the local and material court of jurisdiction is to be expressly and exclusively in Austria. Austrian product liability laws apply. Should relegation standards refer to foreign product liability laws, Austrian product liability laws are nevertheless to be applied.
22. Upon unobjected transfer of goods, the ship-to location determined by us is to be the place of execution for delivery and transfer of perils. The place of payment is Vienna. Insofar as the Vendor's headquarters are located abroad, the legal relationships between us and the Vendor are to be judged according to Austrian law.
23. The sole court of jurisdiction is the respective local and material court in Austria; however, we can offer the Vendor litigation in his respective court of jurisdiction.
24. The Incoterms 2000 and Austrian law apply. The use of the United Nations Accord on Contracts on the International Purchase of Goods, Austrian Civil Code 1985/98, is barred.
25. Should any individual provisions of these conditions for purchasing become entirely or partially invalid, the validity of the other provisions herein shall remain unaffected.