

General terms and conditions of sale and delivery

Offer, sale and prices

1. Offers are generally subject to change.
2. Orders shall only become binding upon written confirmation by the Seller.
3. Deviations from the following conditions and ancillary agreements shall only apply if they have been expressly confirmed in writing by the Seller.
4. The invoice will be issued with the date of delivery or the provision of the goods issued.
5. All prices are subject to change without notice. The price change will take effect on the date specified by us in the relevant price offer.
 - a) Price reduction: For any order accepted before the effective date of a price reduction, all goods delivered to the buyer on or after the effective date will be charged at the new reduced price. Price adjustments on goods in transit or inventory goods of the Buyer are not permitted.
 - b) Price Increase: For any order accepted prior to the effective date of a price increase, all goods delivered to Buyer within 30 days after the effective date shall be charged at the price in effect when the order was accepted. However, any order not delivered within 30 days after the effective date of a price increase shall be subject to the new price. The Buyer shall be informed immediately in writing; if it considers the new price unacceptable, it may cancel such an order for goods not delivered within the aforementioned 30-day period by notifying us in writing no later than 15 days after the effective date of the price increase.

Delivery

1. The delivery obligation is fulfilled when the goods have left the factory or our warehouse, have been handed over to a transport company or have been placed at the disposal of the buyer ready for shipment.
2. In all cases, the shipping risk is borne by the Buyer, even if the Seller provides shipping and transport insurance.
3. Packaging (bales, cardboard and crates) shall be invoiced at cost price and shall not be taken back, in all disputes arising from this contract, both parties to the contract shall submit to the Vienna Commodity Exchange to the exclusion of the arbitral tribunal.
4. All goods are delivered in standard packaging, which, unless otherwise agreed, remain uncharged and will not be returned. We do not accept any responsibility if the standard packaging proves to be inadequate in certain cases.
5. In the event that an expressly returned packaging, container or special device, in particular tubes, coils or weaving beams for textile products, is not returned within six months of the date of shipment, legal title and title shall apply to the Buyer after the expiry of this six-month period; if any deposit has been made for this purpose, the Buyer will be invoiced after the expiry of the six-month period for the amount specified in the relevant price offers or invoices.
6. The Seller will comply with the agreed delivery period as far as possible, but exceeding it does not give the Buyer any right to terminate the contract and/or compensation, unless it is a matter of exceeding it by more than two months. In this case, the Buyer and Seller are entitled to withdraw from the contract to the extent that the deliveries have not yet taken place. Any claim for damages is excluded.
7. Force majeure of any kind, shortage of raw materials, operational restrictions, plant closures, shipping difficulties or other unforeseen obstacles that make it impossible for the seller or its suppliers to manufacture or ship the goods in whole or in part, release the Seller from the obligation to deliver for the duration of the disruptions and in the course of these effects and entitle the Seller, at its discretion, to a corresponding extension of the delivery time or to cancellation of the unfinished order without claim for subsequent delivery or damages. If the agreed delivery period is exceeded by more than two months, the Buyer has the right to withdraw from the contract to the extent that the goods have not yet been delivered. If possible, the Seller shall notify the Buyer of any disruptions caused by force majeure, etc., and of the presumed duration of the disruptions.

Payment

1. All terms of payment are provided depending on the business case and type of goods: Prompt net cash; 30 days net cash; 10 days from invoice date 2% discount, 30 days net. In the event of payment after the due date, interest on arrears at a rate of 12% p.a. will be charged from the due date.

Payments are always used to settle the oldest debt item due plus the interest on arrears accrued on it. Payment must be made by bank transfer or postal transfer. Discount interest and expenses shall be borne by the buyer. Changes to secondary courts will not be accepted unless they are domiciled on a main square. Self-acceptances are not considered cash payment and, if accepted by the Seller, exclude the granting of a cash account. In the case of bank transfer, the payment day is the calendar day with which the amount is credited to the Seller.
2. Deductions for postage, transfer and insurance fees are not permitted.

3. The Seller shall not be obligated to make any further deliveries prior to full payment of invoiced amounts due. If the Buyer is in arrears with a payment, the Seller may demand cash payment before delivery of the goods for all outstanding deliveries from existing contracts.

Ownership

1. The Seller retains title to all goods delivered by him until the Buyer has paid all claims arising from the business relationship - in particular also any current account balance. The retention of title shall also extend to the new products resulting from processing; to this extent, the Buyer shall acquire ownership for the Seller and shall be deemed to be the custodian for the Seller.

In the event of combination or mixing with material not belonging to the Seller, the Seller acquires co-ownership in proportion to the value share.

2. The Buyer is obliged to insure the goods against the risk of fire and theft and to provide this proof upon request. Seizures or other confiscations must be reported to the Seller immediately.

Quality

1. We guarantee that all goods are of good commercial quality and are workable. We will replace free of charge all goods which are proven not to comply with this warranty. The warranty is limited to this replacement, we expressly assume no further liability, including indirect or consequential damages. It is understood that the responsibility of the Seller cannot be invoked in any case of physical, material or commercial damage due to the delivery in question. Furthermore, the quality guarantee can only be granted if the following conditions are met:

- The Buyer inspects the delivered goods upon receipt.

2. All complaints must be notified to us immediately in writing, sending all supporting documents, samples, packing slips and pallet or carton details.

The purchaser undertakes not to take any goods into use which could give rise to complaints and undertakes to keep these goods at our disposal. Payments due may neither be retained nor offset. The processing of goods in respect of which a complaint should have been made shall cancel any obligation on the part of the supplier. This also applies to claims for hidden defects, which the Buyer has not discovered and which have been further processed or resold in any form. The Buyer shall be obliged to inspect the goods on an ongoing basis and to stop processing immediately if a hidden defect is discovered. In case of negligent further processing of defective goods, we refuse to recognize any claims, even those for the price reduction of the delivered defective goods.
3. Statements, recommendations or assistance given by us to the Buyer or the Buyer's agents or customers concerning the use or installation of any product sold hereunder shall in no way constitute a waiver of any provision of these Conditions of Sale and shall not affect the liability of us set forth herein.

Product liability

The goods delivered by us offer as a product only that normal safety which can be expected on the basis of official approval regulations, instructions for use and regulations on the treatment of the product with regard to any prescribed maintenance and inspections and other instructions..

Our liability for compensation resulting from the Product Liability Act for property damage suffered by the purchaser as an entrepreneur as well as product liability claims that can be derived from other provisions are excluded. This exclusion of liability shall apply in favor of all entrepreneurs involved in the manufacture and distribution of the product. Should the purchaser be held liable as a reseller under the Product Liability Act, he expressly waives any recourse against us.

Place of performance, applicable law and place of jurisdiction

Place of performance is Vienna. This contract shall be governed by Austrian law to the exclusion of Austrian international private law and other rules applicable in Austria by virtue of international conventions, in particular the UN Convention on Contracts for the International Sale of Goods. The courts having subject-matter jurisdiction for the first district of Vienna are agreed as place of jurisdiction.

As of August 2023

We do not provide any compensation for departures and damage that occur during transport, these must be determined by the recipient in writing (railway official) before taking over the goods. After expiry of the invoice, we charge 12% interest p.a., right of ownership reserved until full payment of the goods.