

General Sale and Delivery Conditions – HGA-Technik & Handel; Helmut Gampl; Maschines-Products-Services
A-2511 Pfaffstätten, Neugasse 2

1. Contract:-

All our deliveries are subject to the following Sale and Delivery Conditions. In order to be valid, amendments, or side agreements, require our written confirmation, and only apply to each individual transaction. The Buyer's different acquisition conditions are herewith vetoed; they do not obligate us, even if we do not veto them again when concluding the contract. Even the transmission of the order confirmation does not imply recognition of the Buyer's conditions. Our conditions are deemed accepted upon receipt of the goods, at the latest.

2. Prices:-

If nothing is agreed to the contrary, the sale prices ruling on the day of delivery are chargeable, and transport and other ancillary expenses will be invoiced separately.

3. Payment:-

Cheques will only be accepted conditionally, and do not qualify as payment until finally cleared. Promissory Notes/Bills of Exchange will not be accepted. If the payment deadlines are not met, we have the right, at our option, to charge default interest at the level of interest charged by our bank, or to demand compensation for late fulfilment, or to withdraw from the contract and demand compensation for non-compliance. In the latter case, we have the right to demand or retain the agreed deposit, but an amount equivalent to at least 15% of the sale price as a contractual penalty. This amount is also deemed the minimum damage due to non-fulfilment gilt. Permitted payment deadlines begin to run on the date of billing.

4. Delivery Times and Acceptance Date:-

Our statements regarding delivery dates are strictly non-binding. We are not liable for possible delays by our suppliers. Our delivery obligations are subject to correct and timely deliveries to us, unless we are answerable for the incorrect or delayed deliveries to us. Claims for compensation by the Buyer for late fulfilment are debarred. The Buyer is obligated to take the goods immediately following notification as to their readiness. In the event of acceptance delays, the Buyer is, subject to other existing rights, liable for storage fees. Insofar as partial deliveries are possible, they are also legally permissible. Every partial delivery is deemed an individual transaction, and may be separately invoiced by us. In the case of mass-produced goods, we give no absolute warranty for abiding by the quantities ordered. Thus, the Buyer must accept surplus items produced, within the usual tolerance, at the same price. Delivery obligations and delivery deadlines are suspended for as long as the Buyer is in default with a payment, or does not undertake a necessary action in fulfilment of a commission. Every change to an order results in a change in the original, non-binding delivery dates.

5. Transport:-

If no specific shipping instructions were provided for with the order, then the shipping will be undertaken as we see fit, we will not guarantee that we will choose the cheapest shipping method. Without exception, shipping will be at the Buyer's risk, even in cases of freight-paid delivery. Packing material will be charged at our own cost, and will not be taken back (*by us*). Goods which are to be sent directly to third parties, are deemed, when shipped, to have been delivered as specified as regards external and internal quality, and as definitively accepted.

6. Lien:-

The delivered goods remain our sole property until the complete settlement of our total claims. The total claims comprise, not only our claims in respect of the supply of the goods, but also for the supply of other goods or for other legal reasons. The lien only lapses after the settlement of all our claims by the Buyer. This also applies, in particular, for amounts owed by the Buyer arising from a current account relationship. Insofar as Buyer gets into payment arrears, we also have the right, at any time, without withdrawing from the contract, to reclaim the goods. A legal action in respect of all or part of the sale price does not affect our lien. We have, in any event, for as long as our lien stands, the right to withdraw from the contract. In the case of a withdrawal from the contract, the Buyer only receives credit for the value of retained goods, which is equivalent to the value of the goods at the point in time of the recall, less our handling, transport, other costs, and losses incurred as a result of our withdrawal from the contract, including loss of profits. As long as our lien stands, the Buyer may only dispose over the goods with our prior written consent. In the event of (*his*) disposal of the goods, we automatically acquire all debts and claims which accrue to the Buyer from his disposal of the goods. In the event of a mingling or processing of the goods, all the resultant joint ownership rights accrue to us instead of to the Buyer. The Buyer must notify us immediately in case of any third party distraint, or other third party claim against the goods.

7. Exclusion of Assignment of Rights:-

An assignment to third parties of the rights arising from the supply contract without our consent is not admissible.

8. Warranties:-

The Buyer must check the goods immediately following receipt, or upon their arrival at their destination, and must immediately notify us, in writing, of any defects, insofar as they are not hidden defects. Hidden defects must be notified to us, in writing, immediately upon their detection by the Buyer. The agreed warranty period is six months. In the event of timely and justified complaints, we will, at our option, give the Buyer, either a credit note, or free-of-charge replacement, against return of the defective goods. A right of withdrawal from the contract, or of termination, by the Buyer, is debarred. The possibility of special recourse pursuant to §933.b of the General Austrian Civil Code ("ABGB"), after the warranty period has expired, is debarred. HGA-T Helmut Gampl will supply according to the standards or specifications set out in his documentation. Without exception, all additional promises relating to special qualities and requirements require HGA-T Helmut Gamp's written consent.

9. Compensation Claims:-

We are only liable for deliberate or blatantly, grossly negligent behaviour on our part. Claims for compensation, particularly instead of asserted warranty claims, expire after six months following the Buyer's having become aware of damage and of the responsible party. Insofar as the Buyer, or other contractual partner introduced by us, redistributes the products we put into circulation, or which we distribute, he is obliged, to impose the aforementioned regulation, in its entirety, upon his customer, and to obligate the latter to impose this upon his customers. The Buyer, or other contractual partner, will indemnify us against all losses which we may suffer, should he not implement the aforementioned imposition. Redistribution is understood to include every passing on (*of the goods*) within the framework of continuing work, whether in raw or processed form.

10. Ban on Set-Offs:-

A set-off of counterclaims against our claims is not permissible, unless we expressly recognise the amount of such set-off in each individual case, in writing.

11. Release from Compliance with Concluded Contracts:-

Force majeure, and its consequences, releases us from the supply obligations. Changes in the creditworthiness of the customer give us the right to withdraw from the sale, or to demand a deposit or security. In this case, the purchaser is liable for the expenses incurred by us in connection with the awarded contract. Claims for compensation by the Buyer, on these grounds, are debarred.

12. Individual Provisions becoming Void:-

If individual provisions of these General Sale and Delivery Conditions are void, this will affect neither the application of the remaining provisions of these Sale and Delivery Conditions, nor of the contract.

13. Applicable Law, Place of Fulfilment and Jurisdiction:-

It is agreed that the law of the Republic of Austria shall apply. The application of the 1980 United Nations Commission on International Trade Law ("UNCITRAL") is excluded. Place of fulfilment for delivery and payment is the Baden region (Bezirk Baden). The court in Baden, 2500 Austria, is competent for all disputes arising from the contractual relationship.