

GENERAL TERMS AND CONDITIONS

I. General

1. These terms and conditions of sale and delivery apply to every contract entered into by us; by submitting an offer and/or accepting an offer submitted by us the buyer submits himself to these terms and conditions.
2. Our terms and conditions of sale and delivery are applicable on an exclusive basis; any conflicting or different terms and conditions of the buyer are not effective, unless we approved the same in writing. Our terms and conditions of sale and delivery are applicable even if we provide our services being aware of conflicting or different terms and conditions of the buyer.

II. Conclusion of a Contract

1. Any emails sent by us as word documents do not constitute an offer from a legal point of view; they only constitute a request to the buyer to submit a binding offer on the basis of such information. As a consequence, any price or delivery period quoted in such word documents is non-binding. Only offers on stationery sent by us by post or as pdf-file are binding. A contract is concluded not until acceptance of the offers bindingly submitted by us on stationery or as pdf-file or by our acceptance of an offer submitted by the buyer in the form of a written confirmation of order or by the goods ordered being sent to the ordering party within 14 days.
2. If a declaration of intent or any other declaration issued by us in writing or orally includes a mistake or error identifiable by an honest and reasonable recipient of such declaration, we may informally rectify the declaration of intent at any time. The rectified declaration shall then be legally effective.
3. Any information about deliverables and services provided in catalogues, brochures, circulars, notices, illustrations, price lists, etc. shall only constitute descriptions, designations or reference values, unless the confirmation of order provides otherwise; and such information shall be legally non-binding. We reserve the right that goods and services may insignificantly differ from catalogues, etc. or from goods delivered previously.

4. Any side agreement or any amendment to these terms and conditions shall be made in writing.

III. Prices

1. Unless otherwise agreed, prices shall be valid for the quantities indicated by us and are without engagement.
2. Confirmed prices shall be valid only upon acceptance of the quantity in respect of which the price was confirmed to the buyer.
3. Any selling price offered in writing is based on the circumstances prevailing at the time the offer is made. If the circumstances have significantly changed after conclusion of a contract or if unpredictable events, such as force majeure, business disruptions, governmental interference, difficulties in energy supply, difficulties in material sourcing, etc. influence the sourcing of the goods to be delivered, we may adjust the offer price of the goods accordingly.
4. Our prices are "ex works" and all ancillary costs, including, without limitation, shipping costs, shall be borne by the buyer.
5. Unless otherwise agreed, payment shall be made net immediately after receipt of the invoice and our prices are exclusive of VAT. Where a cash discount is granted, it is expected that all previous invoices have been paid, unless the buyer has any legitimate objection to such invoices.
6. If the ordering party makes late payment, we may charge default interest at a rate of eight percent above the base interest rate. If we are able to prove a higher loss resulting from default, we may assert such loss. If any of our claims is asserted in court, all terms of payment, rebates, discounts and refunds will become ineffective also with regard to all other outstanding items. Upon non-compliance with our terms and if we have a legitimate concern in relation to the buyer's ability to pay, we may withhold outstanding deliveries and services, demand advance payments and/or collateral or grant a grace period and rescind the contract. In addition, we may charge the defaulting buyer for all dunning and collection costs we incur from retaining a lawyer or hiring a collection agent, such costs to be charged in accordance with the ordinance issued by the Ministry of Economy, Federal Law Gazette 1996/141.
7. The ordering party may set off any claims only if the ordering party's counterclaims have been finally ascertained, are undisputed or have been acknowledged by us.

IV. Delivery, Late Deliveries

1. Delivery dates and delivery periods are only approximate indications and non-binding.
2. Compliance with our obligation to deliver requires timely and proper performance of the ordering party's obligation.
3. Delivery on a certain day can be guaranteed only if the supplier complies with the relevant date and if there are no unpredicted difficulties. If we are in default, the buyer may assert damages only if default results from intent or gross negligence.
4. Any unpredictable event or any event beyond our control, such as strikes, governmental measures, transport disruptions, late transport and customs clearance, etc. shall release us from our obligation to deliver as long as the effects of such event continue even if such event occurred with an upstream supplier. If delivery is rendered impossible by such event, our obligation to deliver shall expire without the buyer having the right to infer any claim.

V. Retention of Title

1. We retain title to the goods delivered pending full payment of all of our claims, including costs, interest and default interest, arising from the business relationship with the buyer.
2. Goods subject to retention of title may not be pledged, assigned for security purposes or otherwise disposed of in favor of a third party. The buyer undertakes to prevent any access to our property by third parties and is liable for all losses and costs that may result from such access by third parties.

VI. Warranty and Liability

1. The products delivered by us are made of recycled plastics, i.e. different plastic components. This means that various products may have different individual weights, colors, etc. Any such specifics inherent in raw materials shall not be deemed a defect. The ordering party shall check whether the goods ordered are fit for the intended purpose.
2. Any defect resulting from non-compliance with installation, mounting or user instructions shall not create any warranty claim on the buyer's part.
3. No warranty is granted for goods of "second-rate quality".

4. Properties of goods shall be deemed warranted only if expressly set forth in writing, as such properties are included in our test certificates of the Austrian Research Institute No 306.149-e and in the product data sheet (brief version) No 306.149-e. This also holds true for installation properties not expressly warranted.
5. The buyer shall not have any claim for damages if damage was not caused by intent or gross negligence by us or a person attributable to us. If we negligently violated an obligation material for performance of the purpose of contract, liability shall not exceed any loss typical in similar business of this kind and foreseeable upon conclusion of the contract or when the violation was committed. In such case we are not liable for any damage to the deliverable itself or for any consequential damage caused by defect or for any lost profit or other pecuniary loss incurred by the buyer.
6. Any claims for defects in respect of newly produced goods become statute-barred within one year. In all other cases the limitation period for any claims asserted against us which are not based on intentional behavior attributable to us shall be one year.

VII. Place of Performance

The place of performance in respect of all deliveries, services and payments shall be Vienna, even if delivery is made at another place according to agreement.

VIII. Place of Jurisdiction

The place of jurisdiction in respect of all disputes directly or indirectly related to the order shall be the court in the first district of Vienna having subject-matter and territorial jurisdiction. We may also elect that the place of jurisdiction shall be the place where the buyer has his registered office.

IX. Applicable Law

All agreements with the buyer shall be governed by and construed in accordance with Austrian substantive law, without giving effect to the UN Sales Convention.

