

Terms and Conditions of Purchase for 3CON Anlagenbau GmbH

1. General

These Terms and Conditions of Purchase apply to all contracts concluded by us, in particular purchase and work contracts, however these may be designated.

Below, "Contractor" refers to the contractual partner commissioned by us with a delivery, work or service.

2. Contractual basis

The provisions individually negotiated between the contracting parties, which are recorded in our written order and a related offer from the Contractor, form the primary basis for the content of the contract.

If no such agreements have been made, these Terms and Conditions of Purchase apply exclusively as the content of the contract. We shall not accept any deviating terms and conditions of the Contractor, even if we have not expressly contradicted such terms.

These Terms and Conditions of Purchase also apply to subsequent orders - issued in writing or verbally - without any obligation for us to make reference to them.

3. Formal requirements

Orders are only legally binding for us if they are made in writing and signed on behalf of the company. The written form is also considered fulfilled if the order is made by fax.

In principle, legally binding declarations may be transmitted between the contractual partners in electronic form; however, if such declarations from the Contractor are received outside of our business hours, they shall only be deemed to have received by us at the next start of business hours. Our business hours are: Mon to Fri from 7 a.m. to 4 p.m.

Our order number must be quoted in all documents relating to the order, in particular invoices; we shall otherwise be entitled to return documents without processing them and in case of doubt they shall be deemed not to have been received by us. For orders by telephone (without an order number), the name of the purchaser must be given.

4. Passing on orders

Orders placed may not be passed on, in whole or in part, to subcontractors without our consent.

5. Prices

Offers to us are made free of charge, regardless of the preparatory work necessary.

Agreed prices include packaging, free delivery to the destination (including unloading) and are fixed prices that may not be increased for any reason whatsoever.

6. Delivery

Deliveries must be made to the receiving point specified, by us free of all expenses, at the Contractor's expense and risk. The Contractor must ensure that any packaging is appropriate. Shipping and packaging costs and the costs of any transport insurance shall be borne by the Contractor.

All deliveries must be accompanied by corresponding shipping documents (specifically documentation of precise information on the contents), otherwise we shall be entitled not to accept deliveries.

The delivery or service shall be handed over on the agreed date at the specified receiving point during the acceptance times of 7 a.m. to 4 p.m. In the event of delivery before this date, we reserve the right to charge the Contractor any resulting additional costs (e.g. storage costs).

All deliveries to us must be made free of retention of title.

7. Invoicing/payment deadline

Invoices should be sent after each delivery or service. The payment period begins at the time of receipt of the invoice or goods or when the service has been completed, whichever is the later; in the case of delivery before the agreed date, the payment period begins on the agreed delivery date at the earliest.

Payment for the deliveries or services is made as agreed.

8. Default

If the agreed delivery or service date is not met, we are entitled to withdraw from the contract without setting a grace period, regardless of why the delay occurred.

If the Contractor can determine before the agreed date that timely delivery will not be possible in whole or in part, the Contractor must inform us immediately, stating the reasons and the expected duration of the delay. In this case, we are also entitled to withdraw from the contract without waiting until the agreed date and without setting a grace period.

9. Warranty

The Contractor shall provide a guarantee of 12 months for the delivery/service to be rendered in accordance with the order and for compliance with all relevant statutory and ÖNORM (Austrian Standard) regulations. In this context, the Contractor is particularly responsible for ensuring that the delivery/service has the properties which can be reasonably assumed on the basis of and guaranteed in the contract, and that the delivery/service corresponds to any underlying samples.

The warranty period begins with the uncontested acceptance of the delivery/service by us.

There is no obligation on our part to check the delivery/service immediately upon handover or to report any defects (commercial notice of defects). We are entitled to assert warranty at any time due to defects occurring within the warranty period.

If we make a claim under warranty, we have the right, at our discretion, to request free improvement or replacement of the defective delivery/service, to have the defect improved by another party at the expense of the Contractor, to amend the contract immediately or to request a corresponding discount.

If the Contractor remedies the defect, the warranty period begins anew after we have accepted the improvement for the entire delivery/service affected by the defect.

10. Compensation for damage

The Contractor is liable for all damage that we suffer due to a delayed or defective delivery/service due to its culpability or that of any assistants called in to fulfil the order.

11. Penalties

In the event of a delay in delivery, the Contractor is obliged to pay a penalty of 5% of the total order value for each commenced week of delay, up to a maximum of 10% of the total order value. We reserve the right to assert any further damage (see point 10 of these Terms and Conditions of Purchase).

12. Manufacturing documents/confidentiality

Samples, models, drawings, templates and other aids that we make available to the Contractor in order to fulfil its contractual obligations remain our material and intellectual property, which we are free to use as we wish. These aids may only be used to carry out our orders and may not be made available to third parties without our consent. After the order has been carried out, they must be returned to us free of charge.

The Contractor undertakes to safeguard all of our trade and business secrets that become known to it in the course of carrying out the order.

13. Place of jurisdiction / applicable law

Austrian law is applicable to this contract, but not the UN sales law. Disputes are to be settled before the competent court in Kufstein.

14. Severability clause

Should individual provisions of the contracts be or become ineffective, this shall not affect the validity of the remaining provisions and the contract as a whole.