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- (1) General information**
- a) The General Terms and Conditions of Purchase shall apply to all purchases and deliveries made by sellers and suppliers (hereinafter referred to as Sellers) unless the contracting parties have expressly agreed otherwise in writing.
 - b) Terms and conditions to the contrary shall apply only if they were confirmed by us in writing. This shall also apply to printed terms and conditions of sale that do not correspond to our General Terms and Conditions of Purchase.
 - c) Only orders that were issued in writing and signed on behalf of the company are binding; this shall also apply to additional and subsequent orders and to modifications made to orders that have already been placed.
 - d) Subsidiary agreements, deviations from these terms and conditions, amendments, the exclusion of these terms and conditions as well as agreements and declarations must be in writing to be effective. The same also applies to the waiver of the requirement of the written form.
 - e) Should individual provisions of these General Terms and Conditions of Purchase or other contractual provisions be or become invalid, such invalidity shall not affect the validity of the contract and these terms and conditions. The invalid provision shall automatically be replaced by a valid one that approximates the intended legal and economic purpose as much as possible.
- (2) Place of fulfilment / place of jurisdiction**
- a) The place of fulfilment for deliveries and payment shall be the buyer's place of business, even if the goods are transferred in a different location as agreed upon.
 - b) The exclusive place of jurisdiction is the court in Graz that has subject matter jurisdiction; we are, however, entitled to assert our rights at the buyer's general place of jurisdiction as well.
 - c) Austrian law shall apply exclusively, with the exception of the UN Sale of Goods Law.
- (3) Warranty / indemnity**
- a) The Seller shall warrant that his delivery or his service has the guaranteed or usually assumed features, that it corresponds to the state of the art, the recognized rules of engineering, the specifications and standards as well as the underlying models, even if the delivered goods, or parts thereof, were not manufactured by the Seller.
 - b) The Seller shall warrant the goods and services for the duration of 2 years after delivery of the goods has been accepted without objections, or after the service has been completed without objections.
 - c) In case of a liability claim, we shall be entitled to a replacement, improvement or price reduction at our choice, or to have the defect remedied by the Seller or by a third party at the Seller's expense, or to have the contract modified even in case of minor defects. If defects are remedied by the Seller, the warranty period shall begin again for the entire delivery/service affected by the deficiency upon acceptance of the improvement by us.
 - d) The notice of defects shall be deemed to have been given promptly for obvious defects up to six weeks after acceptance, and for hidden defects up to six weeks after discovery. For goods that are usually left unpacked or unprocessed until the time they are used, defects that cannot be identified until the goods are removed from their packaging or until the goods are processed shall be deemed hidden defects.
 - e) The contractor shall be liable for all damages arising from delayed or defective delivery/service through his fault, or through the fault of an assistant engaged to fill the order.
- (4) Deadlines / default**
- a) A specific delivery date shall be set by us. If delivery does not occur in a timely manner or is incomplete, we shall be entitled to assert our legal rights without setting a final deadline.
 - b) The Seller shall announce any anticipated delivery delays in writing as soon as the Seller learns of such delays, stating the reasons and the expected duration. If we have not availed ourselves of our rights according to the previous point in this case, we may rescind the contract after a final deadline set by us has passed without success, and undertake a covering purchase at the expense of the Seller. In cases where default of delivery is due to force majeure, we shall be entitled to rescind the contract completely or in part, or demand performance at a later time; in this case, no claims against us shall arise from this for the Seller.

- c) Any claims for compensation due to late delivery or non-delivery shall depend on the resulting damage and shall be permissible in any case.
- (5) Payments**

 - a) Payments shall be made by us after the auditable invoice has been received and, unless otherwise agreed, within 30 days after receipt of goods or after receipt of invoice minus 3 % discount, or net after 60 days.
 - b) The Seller shall agree with the compensation of receivables and payables of all kinds.
 - c) Defective deliveries and services by the Seller shall entitle us to withhold payment of the prices agreed for these deliveries and services until the defects have been properly rectified or until the missing parts have been duly supplied.
- (6) Delivery times / transfer of risk**

 - a) The days and times for goods receipt published for the individual locations shall apply. Deliveries outside of these times shall require our explicit approval.
 - b) In case of doubt, the Seller shall bear all risks until the actual acceptance of the goods and services, which shall be confirmed by us in the form of an acceptance protocol to be signed by us.
- (7) Limitation of liability**

 - a) The Seller shall commit to treat all data and information that he has learned in the course of the business relationship with us as a trade secret. This obligation shall also apply to the Seller's employees and sub-suppliers. It shall continue to apply after the end of the business relationship as well.
 - b) Drawings, models, templates, samples and similar objects made available or paid by us for executing an order shall remain our property. The Supplier shall be liable for their loss or damage and for misuse (e.g. disclosure to unauthorized third parties) until they have been properly returned. These resources shall be returned without special requests after the end of the contract.