

Conditions

1. Scope

1.1 For all business cases which lead to offers of goods or services from Furtenbach GmbH, hereinafter referred to as "the seller", the following conditions apply exclusively.

Any other general terms and conditions are hereby rejected, even if they are not expressly disagreed.

1.2 All offers made by Furtenbach GmbH are non-binding. The business only becomes effective by sending an order confirmation or handing over the goods to the agreed place of delivery.

2. Prices

2.1 Unless otherwise offered, all prices are ex works plus value added tax in the applicable statutory amount.

2.2 The seller is entitled to make a corresponding adjustment to the agreed prices if the delivery time exceeds the period of at least two months from receipt of the order and an unforeseen change in the purchase price or manufacturing costs occurs before delivery.

3. Payment - late payment

3.1 Unless otherwise agreed, payments are due without deduction after delivery or service provision with invoicing.

3.2. The seller is authorized to charge for non-timely payment default interests at 9.2 percentage points above the base rate (EURIBOR).

3.3 Offsetting against claims which the debtor can assert against the seller from other business transactions requires the express consent of the seller.

4. Delivery and service commitments, default of acceptance

4.1 Delivery and service dates are generally non-binding, unless they are expressly recorded as such in writing and are to be regarded as part of a forward transaction. The seller is entitled to partial and/or early delivery.

4.2 If the delay of an agreed delivery is caused on force majeure, labor disputes, unforeseen obstacles or other from the seller unforeseen or unavoidable events the date of the provided goods or services will be postponed to a reasonable extent. If such an obstacle to performance exists for a period of more than 3 months, the seller and the customer are entitled to withdraw from the contract.

4.3 A withdrawal of the buyer from the contract as a result of a delay in delivery, which was culpably caused by the seller, is only possible after a written warning and a reasonable grace period of at least 14 working days. Yielded intermediate or partial deliveries are, however, invoiced. A claim to this right of withdrawal requires written form.

4.4 If the delivery is delayed at the request of the customer (default of acceptance), the delivery is considered to have been made on time. The goods are stored at the risk and expense of the customer and is due for payment immediately.

5. Transport and transfer of risk

5.1 Unless otherwise agreed, delivery is ex works and at the risk and expense of the customer, even if the seller has commissioned the carrier.

5.2 The Incoterms in the version of 2020 apply as agreed for regulation of all transport law provisions.

5.3 Returns, unless expressly agreed otherwise with the seller, must always be carried out at the risk and expense of the sender.

6. Excess or short deliveries

Excess or short deliveries of up to 10% of the confirmed quantity may arise due to product properties or packaging, production or transport conditions and are therefore permissible.

7. Retention of title

7.1 All delivered products and all services rendered remain the property of the seller until all existing claims from both, pre-deliveries and the relevant delivery, have been fully paid.

7.2 The customer is entitled to process or resell purchased goods in the ordinary course of business in accordance with the provision if the goods were obviously obtained for this purpose and the seller was also aware of this. However, the seller is entitled to the pro rata value of the goods produced until the debt arising from his deliveries has been repaid, and is therefore the co-owner of these items.

7.3 In the event of a breach of duty on the part of the purchaser, in particular in the event of a delay in payment, the seller is entitled to withdraw from the contract and / or to take back the delivered goods and the actual value of the resulting products. The customer is obliged to return the corresponding goods; the seller is entitled to enter the customer's premises to take back the goods and to take ownership.

7.4 The return of the goods does not require withdrawal from the contract; A withdrawal from the contract only exists if the seller expressly declares this in writing.

8. Warranty

8.1 Any guarantee for the quality of the delivered products depends on the fact that they are handled properly. For correct and good execution, depending on the product, we assume a guarantee, calculated from the day of delivery, that all components that have demonstrably become defective or unusable during this time will be replaced or repaired due to defective execution. Any complaints must be reported to the seller immediately after detection.

8.2 When taking over the goods, the buyer must examine them for obvious defects in terms of quality and quantity and, if necessary, notify the seller of any defects immediately after 5 days at the latest.

8.3 The seller has the right to remedy any defects found within a reasonable grace period or to replace the defective goods. Which of the two methods of remedial action is used is the sole responsibility of the seller. The exchange of the goods only takes place on the originally agreed delivery location.

8.4 A material defect exists if the quality of the contractual product or the service is not in accordance with the written agreements in accordance with the specification. Product properties on the product manufactured by the buyer cannot be derived automatically due to the complexity of the processing methods and are therefore not subject to any warranty from the seller.

8.5 Unauthorized manipulation of the delivered goods by the buyer or by third parties releases the seller from any further warranty. Unless the buyer can credibly demonstrate that the defect would have occurred without this manipulation.

8.6 If it becomes impossible to fulfil the warranty to be provided by the seller, the buyer can only request the return of the products, but not the exchange or compensation. The transport and other costs are also borne by the buyer in the event of a warranty. There is no liability that the delivered products are suitable for the purposes envisaged by the buyer. However, in this case the customer is without prejudice to any claims for damages and is entitled to withdraw from the contract.

8.7 Claims for defects in the quality are excluded for development samples, prototypes and pre-series deliveries as well as in the event of negligible impairment of usability or if there is only a slight deviation from the specified quality.

8.8 Claims for material defects expire after the guaranteed shelf life of the goods. The supplementary performance does not lead to a new beginning of the limitation period.

8.9 If the inspection of a notice of defects reveals that there is no defect, all costs incurred for the inspection will be passed on to the buyer. Furthermore, the cost of sending the rejected goods will not be reimbursed and the return will be at the cost and risk of the customer.

9. Liability

9.1 The seller is only liable for damage caused by slight negligence if this is due to the violation of a material manner that endangers the purpose of the contract, whereby the liability is limited to the contractually typical, foreseeable damage.

9.2 If the damage is due to grossly negligent behavior on the part of a vicarious agent or employee of the seller who is not a legal representative or manager of the seller, liability is also limited to the contract-typical, foreseeable damage.

9.3 The purchaser's claims for damages shall become time-barred if they arise from material or legal defects in accordance with Clause 8.4, at the latest after 2 years from the time when the claim arose and the purchaser became aware of the damage, regardless of the limitation Claims for damages, however, at the latest after 3 years from the time of the damaging event. This does not apply to liability due to intent, fraudulently concealed defects or injury to life, limb, health or freedom.

9.4 With the exception of liability under the Product Liability Act, for a defect after assuming a guarantee for the quality of a product, for fraudulently concealed defects and for injury to life, limb or health, the above limitations of liability apply regardless of their legal basis to all claims for damages, especially those due to violation of obligations from the contractual relationship and tort.

10. Technical advice

10.1 product data sheets, product information and other technical documents are seller's intellectual property and are exclusively for internal use by the purchaser. Duplication and transfer to third parties require the express consent of the seller.

10.2 Official representatives of the seller can provide support in connection with delivered goods, their installation, use, etc. These support services can take place in writing or orally and on specific questions or requests for assistance or unsolicited.

10.3 Both the technical information sheets and the support services mentioned in 10.2 are always provided in good faith. The buyer therefore has no legal claim to warranty or compensation because the acceptance of the technical advice in general and its implementation is the sole responsibility of the customer. In connection with the consulting services, no liability is accepted for any loss or damage caused thereby.

11. Miscellaneous

11.1 No verbal side agreements have been made; Additions and changes to this contract must be in writing. This also applies to any waiver of this written form requirement.

11.2 If the seller does not assert the right to a claim under this contract, this does not mean waiving the future assertion of this right.

11.3 The assignment of rights and claims from the business transactions with the exception of the assignment of claims requires the prior written consent of the contractual partners.

11.4 If a part of a provision of these conditions or a special provision should be or become completely ineffective, the remaining provisions or the remaining part of the provision remain in effect.

11.5 Austrian law applies exclusively. The UN agreement on the international sale of goods (CISG) is expressly excluded.

11.6 If the customer is a merchant, legal entity under public law or a public law special fund, will - unless another exclusive jurisdiction - as agreed jurisdiction Wiener Neustadt. However, the seller remains entitled to initiate legal proceedings at the customer's registered office.

Status: April 2020 Subject to change