

GENERAL TERMS AND CONDITIONS

15.11.2018

1) SCOPE OF APPLICATION

The following terms and conditions are binding and also apply to future business interactions, unless explicitly stated and confirmed otherwise by both parties in written form. Delivery and payment terms that do not concur with the following terms or seek to extend the following terms will not be accepted, even if we do not explicitly disagree with them or the purchaser insists on conducting business solely on his/her own terms and conditions. With placing an order and accepting delivery and services of the vendor, the purchaser will therefore bindingly accept the following terms and conditions.

2) TENDERS

Tenders by the vendor remain non-binding, unless a commitment period is explicitly mentioned. If changes in tenders of the vendor's suppliers occur during such a commitment period, then the former commitment period is to be considered obsolete.

The vendor does not offer any warranty regarding the compatibility of used materials within the products with certain other media. The selection of the appropriate products is the sole responsibility of the operator. The operator has to choose the suitable materials for his/her application and its specific operating conditions. The vendor can only provide a recommendation based on information regarding compatibility and experiences of the manufacturer.

3) CONTRACT CLOSING

A contract is entered by both parties as soon as an order was placed and the vendor has sent a written order confirmation or dispatched the delivery itself. A suspension of the contract execution is no longer possible from that point onwards. Should a cancellation occur, then the purchaser is under the obligation to refund all accrued costs. Where the purchaser fails to provide the data or equipment necessary to carry out the order or fails to provide these in due time or in compliance with the arrangements, or where the purchaser fails to fulfil any other stipulated obligation, the vendor has the right to suspend an order in its entirety or in parts, and charge the purchaser for any incurred costs.

An order is confirmed on the basis of the previously provided tender. An examination of belatedly provided specification sheets regarding their accuracy or consistency will not take place.

Either party may terminate an order in writing with immediate effect without any notice of default being required if, with respect to the other party, a petition for suspension of payment – whether or not temporarily – has been filed, a petition in bankruptcy has been filed or such party has been adjudicated bankrupt, or if the enterprise of such party is wound-up or ceases to exist in any other manner than for the purpose of reconstruction or merger of enterprise. On account of such termination, the vendor shall never be obliged to refund any payments already received or to pay damages.

4) PRICES

4.1 The agreed prices and rates of a tender are exclusive VAT at the statutory rate.

4.2 Should the acquisition prices or costs change for the vendor after the closing of the contract, then the vendor is entitled to adjust the prices accordingly, is however obligated to provide evidence for the increased costs.

4.3 During repair orders the necessary and appropriate services will be conducted and charged based on the arising effort. This does also apply to services and supererogation that only emerged as necessary and advisable during the repairs. These additional services will be conducted without a special notification of the purchaser. In a case of uneconomicalness, however, the purchaser will be informed and asked if he wishes to continue the repairs.

4.4 Where offers regarding repairs or an examination of the product(s) is demanded and therefore a dismantling of the device(s) and an inspection of individual parts becomes necessary to determine the potential costs, the accrued expenses, including the costs of disassembly and the employment of necessary personal, are to be paid by the ordering party, even if no order for repair is issued.

5) DELIVERY

5.1 Delivery dates, delivery periods or terms of delivery, which can be either binding or non-binding, depending on prior agreement, are to be given in writing. Delivery periods start with the closing of contract. If contractual amendments are made after the closing of contract, the delivery period or date is to be defined de novo. The agreed upon delivery period is to be observed, as long as there are no unforeseeable or uninfluenceable impediments, for example all forms of force majeure, war, intervention by authorities, energy scarcity or labour disputes. Do aforementioned circumstances occur at a supplier, then the vendor is authorised to extend the delivery period. The purchaser has no claim to compensations if a delivery or execution period is exceeded. The purchaser has furthermore no right to cancel or terminate the contract, unless the exceeding of the delivery period is to such an extent that the purchaser cannot reasonably be required to maintain the order or the relevant part thereof.

5.2 Where the delivery of an article ready for dispatch is not possible, with the vendor not being at fault, or due to the article not being required or accepted by the purchaser, the vendor can store said article at the purchaser's expense. With this arrangement the delivery is to be considered executed. The agreed upon terms of payments are not affected or altered by this arrangement.

5.3 The vendor has the right to conduct partial deliveries or deliver in advance and charge accordingly, unless complete delivery was agreed upon. Changes in construction and shape remain reserved throughout the time of the delivery period as long as the article's functionality is not considerably impaired and the changes are within reasonable means.

6) PAYMENTS

Payments are due within 30 days from billing date, unless agreed otherwise; payments of services (e.g. repairs and/or maintenance visits) within 10 days. All payments must be made net cash, without any deductions, free of transaction charges, and are payable to the purchaser's designated payment agent. The payment is accepted as made on the day the vendor can lossless access the amount invoiced. If a default in payment occurs, then the purchaser will be charged default interests, based on the usual bank interests for overdraft. These interests do not cover or eliminate any additional claims that might arise from this delay. An offset against claims of the vendor with any counterclaims whatsoever will not be accepted.

Where the purchaser fails to fulfil an obligation and is therefore in default, he/she is obligated, apart from default interests, to also reimburse the vendor for the expenses of hiring a credit bureau or lawyer and all other costs arising both in and out of court. In case of insolvency, all granted discounts, rebates and bonuses immediately become obsolete. Is the purchaser in default for any of his payments, then all liabilities against the vendor are immediately due. A delay of payment allows the vendor to rescind the contract after a final grace period of 10 days, without the purchaser having the right to any claims against the vendor, even if the contract is ongoing or has already been partially executed.

7) PASSAGE OF RISKS

The risk is transferred to the purchaser as soon as the vendor dispatches the article(s), or more precisely, from the moment the first carrier (railway, post, haulier) takes over the article(s). This also applies to partial deliveries and when a carriage free delivery was arranged. Any demands for insurance at the expense of the vendor shall be precluded.

8) NOTICE OF DEFECTS

Complaints regarding an incomplete or incorrect delivery as well as reprimands regarding visible defects which were verifiably brought about before the passage of risks, especially defects in manufacture or materials, must be announced immediately in written form, at the latest, however, 14 days after receiving the article(s). Shortcomings in functionality that become apparent after this time period are to be announced immediately, at the latest, however, within 3 months. After this time period any claim to warranty expires.

9) WARRANTY

For faults and deficiencies, including the absence of promised properties, following regulations apply:

9.1 The offered products are calculated and chosen on the basis of the provided information and to the best of the vendor's knowledge. hl-trading gmbh will not take any responsibility for the system of a facility and the quality of any further processing regarding proper assemblage.

9.2 Where not agreed otherwise, the vendor guarantees a flawless performance of the delivered article(s) for a time period within the scope of legal regulations. This refers to both material and manufacture. The warranty, however, does not extend to damages caused by mishandling, excessive strain and chemical and physical processes not included in the tender or contract after the passage of risk.

9.3 All claims to warranty will cease if the purchaser or a third party undertakes changes or corrective maintenance work on the article. The operating manual that comes with the article(s) is subject to the general provisions of the manufacturing companies. The observance of safety regulations of all kinds is responsibility of the purchaser.

9.4 All further claims, especially the refunding of indirect or consequential damages that did not occur on the delivered product itself or that affect third parties, shall be precluded.

10) SERVICE

Articles which are sent in for service and might have been in contact with gases, liquids, radiation or any other toxic or dangerous substances are required to have an obligatory decontamination declaration, filled in by the operators, attached to the package. Additionally all devices have to be decontaminated, the decontamination form will be provided by us.

11) RETENTION OF TITLE

The delivered article(s) shall remain property of the vendor until any and all amounts and liabilities resulting from the existing business relationship are paid in full by the purchaser.

If due to paragraph 1 the surrender of the object(s) of purchase is demanded, then the purchaser is obligated to immediately return said article(s) to the vendor. The expenses of redemption and liquidation of the concerned article(s) are to be paid by the purchaser. The purchaser has the obligation to keep the object(s) of purchase in pristine condition during the retention period and to immediately report to the vendor if a disposition of the article(s) takes place.

12) CONFIDENTIALITY CLAUSE

All of the issued documents regarding tenders or products remain the vendor's property, including all intellectual property rights for these. The documents are not to be made available to third parties, unless permission to do so was given in advance.

13) DATA PROTECTION

The purchaser agrees that information and data necessary for the execution of the business relation will be stored and might be used to send informational emails regarding products, holiday regulations and acceptance of goods. The vendor in turn assures that the stored information and data is only used for these purposes and is processed in accordance to GDPR regulations.

14) APPLICABLE LAW AND PLACE OF JURISDICTION

Exclusive place of jurisdiction for these General Terms, any and all orders and all claims resulting from business connections with the vendor is Salzburg. This also refers to bills and demands regarding cheques. Salzburg as place of jurisdiction also applies if the purchaser has no place of jurisdiction inland or moves his residence abroad after the closing of contract or if the purchaser's place of residence is unknown. Place of fulfilment is Salzburg, even if it is contractually agreed upon that the handover takes place somewhere else.

15) SEVERABILITY CLAUSE

Any part, clause or warranty which is or becomes invalid, illegal or unenforceable does not affect or impair the validity, legality and enforceability of the remaining delivery and payment terms hereof. If the invalidity of any part, clause or warranty shall deprive any party of an economic benefit, the parties shall negotiate, in good-faith, to develop a structure, the factual and economic effect of which is as nearly as possible the same as the initial economic effect, as long as no considerable changes of the contents of the contract take place. The same applies when and if legislative gaps appear in these terms and conditions.