

I. General

1. These general conditions shall apply, unless the contracting parties have expressly agreed otherwise in writing.

II. Conclusion of contract

1. The contract shall be considered concluded once the seller has sent a written order confirmation after receipt of the order.
2. Changes and additions to the contract shall require the written confirmation of the seller in order to be valid.
3. The seller's quotations shall be non-binding; the right to intermediate sales is reserved.

III. Plans and documents

1. Technical data, illustrations and performance fees shall be approximate and non-binding.
2. All drawings and other documents are the intellectual property of PRINZ GmbH & Co KG and are only intended for the respective interested parties or customers. Any transfer, duplication and/or disclosure to third parties and uninvolved parties shall be prohibited

IV. Packaging

1. All prices are to be considered unpacked and unloaded ex works Loosdorf.

V. Transfer of risk

1. All goods are to be sold 'ex works'.
2. Delivery shall be deemed to be fulfilled when the deliverables are handed over to the carrier or forwarder. Loading and the shipping shall be carried out at the risk of the buyer in all cases, even if it is delivered 'free at receiving station' or 'free recipient' or otherwise than ex works.

VI. Call-off

1. Goods ordered on a call-off basis shall be delivered and paid for as a fixed sale after the end of the call-off period without further notice.

VII. Delivery period

1. The delivery period shall commence with the date of the order, if the buyer does not change the delivery order.
2. The seller shall be entitled to carry out partial deliveries or advance deliveries. The seller shall reserve the right to make changes to the design during the delivery period. In the event of a deterioration in the creditworthiness of the buyer, the seller may withdraw from the delivery contract in whole or in part.
3. If the buyer withdraws from the legally-binding contract, for whatever reason, the seller shall have the right to demand a cancellation fee of 10% of the sales price for series products, and in the case of a custom-made product, also compensation for production costs incurred, whereby the processed parts shall be available to the buyer.
4. If the seller has caused a delay in delivery (see Clause XI), the buyer can either demand fulfilment or declare withdrawal from the contract by setting a reasonable grace period. The withdrawal declaration is to be notified to the seller in all cases by registered letter. In this case, the buyer shall have the right to demand the full reimbursement of advance payments from the seller, however, without any interest claims.

VIII. Price

1. All prices are non-binding 'ex works' of the seller. If the delivery is agreed with shipment, the prices are understood to be without unloading and further transfer.
2. All prices stated are based on the costs at the time of the pricing. Any changes in costs up to delivery shall be borne by or credited to the buyer.

IX. Payment

1. All payments are to be made exclusively to the seller in accordance with the agreed payment terms.
2. The buyer shall not be entitled to withhold payments due to warranty claims or other counter-claims not recognised by the seller.
3. Should the buyer fall into default with the agreed payments, the seller may:
 - a) Postpone the performance of its own contractual obligations.
 - b) Extend the delivery period.
 - c) Require the outstanding purchase price to be paid immediately.
 - d) Impose default interest from the due date or, after a reasonable grace period, withdraw from the contract.
 - e) Reserve or suspend further orders and/or deliveries, even if these have already been confirmed.
4. Pending the full fulfilment of all agreed payment obligations by the buyer, the seller retains the right of ownership on the object of purchase. In the case of seizure or other claims, the buyer shall be obliged to assert the seller's right of ownership accordingly and to notify the seller without delay.
5. If the payment date is not complied with, bank interest on arrears p.a. is to be calculated for each new month of default.
6. In the event of a payment default, all reminder and collection costs shall be borne by the buyer.
7. In the event of a payment default, granted discounts shall be deemed to be forfeited.

X. Warranty

1. Provided that it is an entrepreneur within the meaning of the Austrian Commercial Code [UGB], the seller shall provide the buyer with warranty for such defects occurring during a period of 12 months after delivery for the usability and design of the deliverables pursuant to the following provisions. If the buyer is a consumer within the meaning of the Austrian Consumer Protection Act, this warranty period shall be 24 months. The buyer must notify defects under warranty in writing within 8 days of delivery. The inspection report of the plant shall be decisive for the proof of defects. It shall be expressly agreed that the seller shall only be liable to the buyer for the replacement or maintenance of the defective goods (parts). The buyer shall not be entitled to any exchange or price reduction. A claim for damages shall only exist in the case of gross fault on the part of the manufacturer, but not for secondary or consequential losses - or other accompanying damages and indirect damages. The seller may:
 - a) Rework the defective goods on-site.
 - b) Return the defective goods or the defective parts carriage-paid for reworking.
 - c) Replace the defective parts. The return of goods or parts may only take place after approval by the seller to repair or replace. Defect remedies by the seller shall not affect the warranty period.
2. The seller shall return defective goods or parts after replacement or repair carriage-forward to the buyer.
3. The buyer shall not be entitled to demand reimbursement from the seller for a corrective action that it itself undertook.
4. For those parts of the goods which the seller purchased from subcontractors, the seller shall only be liable to the extent of the warranties made available to it by the subcontractors.
5. The seller cannot be made liable by the buyer for damages caused by the removal or alterations of the supplied protective devices.

XI. Reasons for exemption

1. The seller can claim reasons for exemption if unemployment, natural disasters, mobilisations, seizure, embargo, strikes and force majeure occur after the contract is concluded.
2. Interruptions in the supply of coal, oil, electricity and primary materials, which considerably complicate the delivery for the seller or make it impossible, also entitle it to suspend the delivery for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract with regard to the parts not to be fulfilled.

XII. Choice of law - Jurisdiction

1. Jurisdiction for all disputes, also for bills of exchange and cheque litigation, is Vienna. However, the seller may take recourse to any other court. Austrian law shall apply under the express exclusion of the provisions of the UN CISG.
2. Each purchase agreement shall be subject to the law of the seller.
3. The place of domicile of the seller shall be considered as the place of performance for delivery and payment even if the transfer takes place at another location due to an agreement.

XIII. Laesio enormis

1. Any challenge of the business transaction due to laesio enormis is excluded by the two parties.

XIV. Delivery abroad

1. Machines may not be sold abroad without the consent of the seller. Important: With the return of any individual standard series parts delivered (protective devices, pulleys, etc.) only 50% of the spare parts prices can be credited. When replacing machines and spare parts, freight charges are paid for the return. Custom-made products cannot be returned.

XV. Liability under the Austrian Product Liability Act

The buyer shall expressly waive any assertion of compensation claims for material damage suffered in the course of its business. If the buyer resells the contractual goods to a third company, it shall oblige it comply with the above waiver under Art. 9 Product Liability Act. If such a transfer of obligation is omitted, the buyer shall be obliged to indemnify the seller and hold it harmless and reimburse all costs incurred by the seller in connection with liability without fault. Should the buyer itself be held liable under the Product Liability Act it shall waive all recourse against the seller.