

1. All deliveries and work are subject exclusively to the following terms and conditions of trade unless otherwise agreed in writing. Contrary terms and conditions will not be accepted by us even if such terms and conditions are not expressly rejected.
2. All prices are subject to alteration without notice and are ex Lustenau exclusive of shipment packing. If cost changes occur between the conclusion of the contract and delivery (e.g. on raw material and supplies, energy, personnel and machine cost, freight, contractor cost, financing), the parties shall be entitled to adjust the prices accordingly.
3. Costs of the buyer and the transfer of risk of the buyer are set out in the terms of delivery agreed between the parties. In case no terms of delivery have been agreed between the parties, deliveries of goods are made for the account and at the risk of the buyer. Part deliveries are allowed. Larger or smaller deliveries of up to 10% of the amount agreed are considered approved.
4. Unless agreed otherwise in writing amounts invoiced are payable on receipt of the invoice. If credit terms are agreed the basis for the due date shall be the invoice date. Payment must be made in the currency invoiced, without any charges or deductions. If the due date for payment is exceeded, we will charge interest of 8 %-points above the 3-month-Euribor. The buyer bears all of our debt collection costs and expenses in accordance with the appropriate tariff, as far as they are necessary and appropriate in relation to the receivable in question. Payment in legal discharge of the invoice can only be made to us. Agents or commercial agents are only authorized to receive payment if so authorized in writing. If the financial situation of the buyer deteriorates (e.g. if a bill of exchange is not paid; if the buyer commits any act of insolvency or if court proceedings, executions etc. occur), or if the agreed time allowed for payment is exceeded, we shall be entitled to require that all our claims, particularly bills of exchange due and payable later, shall become immediately due and payable, and to cancel the purchase agreement, and shall be released from the obligation of making further deliveries. The buyer is not allowed to withhold payments or to set them off against counter-claims of any kind whatsoever. Several deliveries are considered as one total delivery and therefore also constitute one total claim. Payments relating thereto are therefore to be considered as part payments in respect of the total delivery.

5. Reservation of Ownership

We reserve the ownership in all goods delivered by us until payment in full is made of all our outstanding claims relating to the business relationship, including interest, costs and expenses. If the buyer re-sells the goods delivered - be it even after further processing - before payment is made to us, the buyer hereby assigns to us his claims against the future buyers of the goods for the purchase price. He undertakes to carry out all public acts (note of assignment on invoice or note in his books, etc.) necessary for the assignment of the claim to have effect. Furthermore he undertakes to deliver the goods to his buyer also under extended reservation of ownership against advance assignment of his claim to the purchase price. In case the goods are processed on our behalf, or the goods delivered by us are mixed with other goods, our ownership does not cease, but we obtain joint ownership in accordance with the proportion of our goods to the sale price of the goods. Ownership in the processed goods shall not be transferred to the buyer until the latter has paid the full purchase price. Payments and future assignments are always made on account of the total amount outstanding. Permission to re-sell or reprocess or receive payment for claims shall not constitute a waiver of the future assignment to third parties or a waiver of the reservation of ownership and the claim to ownership. In the case of delay in payment by the buyer, the seller shall be entitled to take back the goods in which it has reserved ownership or to demand assignment of the right of the buyer to recover the goods from third parties. In the case of cessation of payment by the buyer or the insolvency of the buyer, or if pledging has already taken place, the buyer's right to resell or reprocess our goods ceases to exist, as does his right to collect receivables. To the extent that the validity of the reservation of ownership is subject to certain prerequisites or a certain form in the country of destination, the buyer is obliged to meet these requirements. We undertake to hand over the goods provided as security when the limit of cover of 120% of the value to be realised on the goods provided as security has been reached.

6. Delivery Time / Date of Delivery

We endeavour to adhere to indicated delivery times and/or dates.

If calendar weeks are indicated, the last working day of the week applies. Exceeding the delivery time or delivery dates by up to two weeks shall be deemed to be approved. Delays from customer side, like colour sampling or quality checks will automatically extend the delivery time accordingly. Breakdowns in the factory and events of force majeure, strikes, interruptions or delays in the supply of raw material, lack of raw material and similar events with us or our suppliers release us from our obligations to deliver. Times or dates indicated refer to the delivery ex our works and do not include any transportation time. General Agreement. If requests to call off the goods are not made within the period agreed upon, we shall be entitled to deliver and invoice the agreed amount, or to cancel the outstanding part of the agreement and/or to claim damages for failure to perform. If a part shipment is delayed, cancellation shall not be permitted.

7. Warranty and Damages

The warranty period is 6 months from delivery by us. We must be informed within 14 days of delivery of any defects in writing failing which claims are excluded. The warranty claim only comprises material replacement of the defective part free of charge. This limitation also applies to claims for damages and in the case of a recourse. Apart from the scope of the Produkthaftungsgesetz (Product-liability Act) and for cases of personal injury, our liability and that of our suppliers only exists in cases of intention or gross negligence in accordance with the legal provisions. Claims for damages are subject to a limitation period of six months. This limitation period starts once the damage and the responsible party have become known to the buyer. Liability for negligence other than gross negligence is excluded, as is liability for consequential damage and damage to property, loss of profit, loss of interest, downtimes or job loss, and damages resulting from claims by third parties against the buyer. Neither we nor our suppliers shall be liable for actual losses to a business. This limitation of liability also applies in case of delay or part delay of a delivery as well as a recourse. Our purchasers are obliged to limit their liability with regard to their customers specifically to protect our interests and those of our suppliers failing which we reserve the right to cancel the contract. Any warranty and/or damage resulting from the combination of our products with products not manufactured and/or delivered by us is expressly excluded. Our purchasers are obliged to inform their customers accordingly.

8. All legal transactions concluded with us are subject to Austrian law excluding the provisions of the Private International Law and under exclusion of the provisions of the United Nations Commission on International Trade Law (UNCITRAL). The place of performance for both parties is exclusively Lustenau. The forum for all legal disputes arising out of this agreement shall be determined by our registered office address and the local competent court shall have jurisdiction for all such disputes. However, we reserve the right to institute proceedings at any other legally competent court, including where jurisdiction for the purchaser is provided for by law. The invalidity of individual provisions shall not affect the validity of the remaining provisions.

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