

General Terms and Conditions of Business

1. General Provisions and Scope of Application

The following general terms and conditions of business shall equally apply to all future transactions with our customers. We shall not accept terms and conditions of the customer which conflict with, or differ from our terms and conditions; therefore these contradicting purchasing conditions are not legally binding for us. All parts listed and all names, references, symbols and descriptions indicated are used for reference and indication purposes only, and it is not implied that any part listed is the product of these manufactures!

2. Prices

- a) All pricing is in Euro, our prices are quoted net, "ex works" exclusive of statutory value-added tax.
- b) The quoted prices are not including transportation-, packaging-, and insurance charges. In case we get assigned with transportation, packaging or insurance, the costs therefore will be charged to our customers' account.
- c) In case of shipment of the goods to third-countries, all customs duties, taxes and other public expenses will be passed on to the customer.

3. Terms of Payment

- a) All invoices, unless agreed otherwise in writing, are due for payment with the billing date, whereby any right to retention or set-off against counterclaims shall be excluded. All payment needs to be made free of charges and without any discounts.
- b) Representatives are not enabled to encashment. Effective payment can be only made to our account.
- c) Payment by bill of exchange or cheque as well as discounts and deductions shall be accepted by the seller only if explicitly agreed in the invoice. Bills of exchange or cheques shall be accepted exclusively as undertaking to pay but not in lieu of payment.
- d) The seller shall be entitled to claim for the suffered damages or for a 10% cancellation charge in case of contract withdrawal from the side of the customer.
- e) If payment in instalments is agreed in written form, the non-payment of only one instalment causes the maturity of the whole open amount. In case of late-payment of the buyer, the seller shall not be obliged to any longer perform outstanding deliverables and performances. Default interests shall be payable on overdue amounts at the rate of 6% p.a. above the agreed bank rate for the invoiced currency. In case of late payment the payments shall be set off first against costs, then against interest and then against the principal. If more than one dept obligation of the buyer is in existence, payments will be first set off against not collateralized claims and consequently on the oldest dept obligation.

4. Terms of Delivery

- a) Unless explicitly agreed otherwise in writing, the seller's plant or warehouse from which the goods are delivered shall be the place of performance and transfer of risk.
- b) In case of default of acceptance of the buyer, risks shall be transferred with the declaration of readiness for delivery from the seller.
- c) Unless explicitly agreed otherwise in writing, the seller shall be entitled to effect deliveries in one or more parts.
- d) The seller shall decide upon the mode of shipment, unless agreed otherwise in writing.
- e) Any and all events the cause of which is beyond the reasonable control of the seller or the sellers' suppliers shall be deemed events of force majeure. These events exonerate the seller of his duty to deliver or from the maintenance of a fixed delivery date. The seller shall be entitled to supply later after the dysfunction has been corrected.
- f) All deliveries are generally carriage forward from our warehouse on the costs and risks of the buyer. Insurance can be organized on the costs and risk of the buyer only after explicit written agreement.
- g) The quoted delivery date is tentative, claims for damage because of exceedance of delivery dates are herewith barred.
- h) The seller remains the right to withdraw from the contract in case he gets aware of the fact that the creditworthiness of the buyer shall have deteriorated prior to delivery in such a way as might reasonably jeopardise the fulfilment of any of the buyers' obligations.

5. Scope and duty of delivery

- a) For the scope of the duty to delivery the order of the buyer shall be decisive.
- b) In case our order confirmation differs from the buyers' order, our order confirmation shall be considered stipulated, as long as the buyer does not object in writing on the day of receipt of order confirmation. Modifications to confirmed orders by the customer shall be deemed accepted only upon written confirmation by the seller through its authorised representatives.
- c) Any offers issued by the seller shall not be binding. All technical specifications like weight, quality, endurance etc. are approximate-specifications.

6. Warranty/Damages

- a) The buyer is obliged to due diligence review and immediate notification of defects. Objections need to be in writing and are only timely in case they are appealed to us within 5 days after detection of the defect.
- b) The buyer is not entitled to complain about the complete delivery if only one part of the delivery is defective. The seller shall be entitled to exchange the faulty goods or deliver additionally.
- c) Our warranty is confined to supplement of the missing or improvement. Additional claims for warranty are excluded herewith.
- d) In case a warranty claim is justified and considered valid, the buyer has to send back the goods on his own expenses and risks. After default investigation the goods will be sent back to the buyer on his own expenses and risks.
- e) We do not give warranty above the statutory warranty level.
- f) In case our supplier warrants for the default, we will pass on our warranty claim to the buyer.
- g) Warranty expires if the object of purchase has been modified in any manner.
- h) For repair works and second-hand purchase objects all warranty is excluded.
- i) In the event of resale during the warranty period the warranty expires automatically.
- j) The buyer is not authorized to pass on claims from the title of warranty. Claims for warranty from whatever title, especially consequential damages or machinery-downtime are explicitly excluded.
- k) Natural abrasion and damages due to carelessness or improper treatment are excluded from warranty. Furthermore, warranty expires if the buyer does not comply with the regulations of the seller about the proper treatment of the object of purchase.

7. Retention of Title

- a) Until the purchasing price plus any default interest and expenses incurred in connection with reminders and collecting of money as well as other costs have been paid in full, the delivered goods shall remain the property of the seller.
- b) The buyer shall not be entitled to resell or hire or otherwise loan subjects to retention of title. In the event of resale of the goods the buyer's claims from the resale of goods subject to retention of title shall be deemed assigned to the seller to the extent corresponding to the invoiced price for such goods. We are entitled to claim our title directly at the customers' customer, but not obliged to.
- c) The pledge of goods subject to retention of title is forbidden. The buyer is obliged to immediately notify the seller of any third party seizures of goods to which title has been retained. The customer has to carry all costs in connection with seizure and the connected return of the goods.
- d) Should the buyer be in default in making any payment due under the contract, the seller shall have the right to revoke the license to use of the subjects to retention of title without discourse to the legal courts and to further disassemble the goods if necessary. The buyer is obliged to permit the seller access to the goods subject to retention of title, wherever they may be located.

8. Governing Law and Jurisdiction

The applicable law to all contracts is Austrian law. Jurisdiction: A-8570 Voitsberg, Austria.

<http://www.weiss-wbe.com>

Weiß Franz
Handels GmbH.
Baumaschinensatzteile
A-8561 Söding, Packer Str. 166
Telefon 0043(0) 31 37 - 43 0 70 Fax 0043(0) 31 37 - 43 0 70 - 4
Mobil Tel: 0043(0) 664 - 10 18 608
E-mail: office@weiss-wbe.com

<http://www.gummikette.at>

WBE

WBE