

General terms and conditions

Scope

These general terms and conditions shall apply to all current and future business relationships, namely the delivery of goods and, mutatis mutandis, to rendering of services. Any departure from these terms and conditions shall be valid only if expressly accepted in writing by F8 GmbH.

Submission of offers

F8 GmbH's offers shall be deemed offers without engagement and are valid for 30 days. Tender documents and project documentation must not be duplicated nor made available to third parties without the permission of F8 GmbH.

Conclusion of contract

The contract shall be deemed concluded upon written confirmation by F8 GmbH of an order received or upon dispatch of a delivery. Particulars appearing in catalogues, folders etc. as well as any oral or written statements shall only be binding if F8 GmbH makes express reference to them in the confirmation of the order. Subsequent amendments of or additions to the contract shall be subject to written confirmation.

Prices

Prices shall be quoted ex works or ex Seller's warehouse without VAT. Buyer shall be liable for any and all charges, taxes or other duties levied in respect of delivery. F8 GmbH reserves the right to modify prices if the order placed is not in accordance with the offer submitted.

Delivery

The period allowed for delivery shall commence at the latest of the following dates: a) the date of order confirmation by F8 GmbH; b) the date of fulfilment by Buyer of all the conditions, technical, commercial and other, for which he is responsible; c) the date of receipt by F8 GmbH of a deposit or security due before delivery of the goods in question. Buyer shall obtain whatever licences or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licences or approvals is delayed for any reason the delivery period shall be extended accordingly. F8 GmbH may carry out, and charge Buyer for, partial or advance deliveries. In case of unforeseeable circumstances or circumstances beyond the parties control, such as all cases of force majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances; these include in particular armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw materials scarcity, labour disputes, and default on performance by a major component supplier who is difficult to replace. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect Seller or his subcontractor(s).

Passage of risk and place of performance

Unless otherwise agreed, the delivery of goods is considered sold EXW in accordance with INCOTERMS® 2010.

Payment

Unless otherwise agreed, prepayment is required upon receipt of the order confirmation. Payment shall be made without any discount free F8 GmbH's domicile in the agreed currency. Charges and other expenses of money transactions to be borne by Buyer. Buyer shall not be entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims. In case of default of payment, dunning fees and default interest amounting to 2% per month plus VAT will be charged. In any case, F8 GmbH is entitled to charge pre-litigation costs, in particular reminder fees and attorney's fees. The delivered goods remain property of F8 GmbH until full payment. Discounts or bonuses are subject to complete payment in due time. F8 GmbH retains title to all goods delivered by it until receipt of all amounts invoiced including interests and charges.

In any case F8 GmbH has the right to invoice all expenses arising prior to a lawsuit, especially reminder charges and lawyer's fees.

Warranty and acceptance of obligation to repair defects

Unless special warranty periods operate for individual items the warranty period shall be 2 years. The warranty period begins at the point of passage of risk.

For improved or exchanged parts, the warranty period shall start again, shall end in any case 6 months after the original warranty period has expired. The foregoing warranty obligations are conditional upon the Buyer giving within a reasonable period notice in writing of any defects that have occurred and such notice reaching F8 GmbH. Buyer shall prove within a reasonable period the presence of a defect, in particular he shall make available within a reasonable period to F8 GmbH all material and data in his possession. Upon receipt of such notice F8 GmbH shall, in the case of a defect covered by the warranty, have the option to replace the defective goods or defective parts thereof or else to repair them on Buyer's premises or have them returned for repair, or to grant a fair and reasonable price reduction.

Any expenses incurred in connection with rectifying defects (e. g. expenses for assembly and disassembly, transport, waste disposal, travel and site-to-quarters time) shall be borne by Buyer. Replaced parts shall become the property of F8 GmbH. If an article is manufactured by F8 GmbH on the basis of design data, design drawings, models or other specifications supplied by Buyer, F8 GmbH's warranty shall be restricted to non-compliance with Buyer's specifications.

F8 GmbH's warranty obligation shall not extend to any defects due to assembly and installation work not undertaken by F8 GmbH, inadequate equipment, or due to non-compliance with installation requirements and operating conditions, nor for defects attributable to material supplied by Buyer. Nor shall F8 GmbH be liable for damage due to acts of third parties, atmospheric discharges. Excess voltage and chemical influences. The warranty does not cover the replacement of parts subject to natural wear and tear. F8 GmbH accepts no warranty for the sale of used goods.

The warranty shall lapse immediately if, without written consent of F8 GmbH, Buyer himself or a third party not expressly authorised undertakes modifications or repairs on any items delivered.

Withdrawal from contract

Buyer may withdraw from the contract only in the event of delays caused by gross negligence on the part of F8 GmbH and only after a reasonable period of grace has elapsed. Withdrawal from contract shall be notified in writing by registered mail.

Liability of F8 GmbH

Outside the scope of the Product Liability Act, F8 GmbH shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions.

General

Should individual provisions of the contract or of these provisions be invalid the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid one, which comes as close to the target goal as possible.

Transport damage

Obvious damage must be noted on the transfer papers of the forwarding company and promptly reported to F8 GmbH with a photo of the damage and the signed takeover paper.

Jurisdiction and applicable law

Place of fulfillment and jurisdiction for both parties is the headquarters of F8 GmbH. The contract is subject to Austrian law excluding the referral rules. Application of the UN Convention on Contracts for the International Sale of Goods is renounced.