

DELIVERY AND PAYMENT TERMS

General Terms

For all deliveries, only our delivery and payment terms apply, unless deviations there from are expressly accepted by us in writing. Specifically, any varying business conditions by customers are excluded, even if they are included in inquiries and orders and remain unopposed by us. The orders placed are regarded to be an acceptance of these delivery and payment terms. Any agreements deviating from our delivery and payment terms require our written confirmation.

Prices, Deliveries and Services

Prices are to be considered net of the legal value added tax. This will be added in the invoice and detailed separately.

All prices provide for delivery excluding assembly, installation, connection or commissioning.

All deliveries are made freight forward ex works or ex Pasching warehouse, excluding packaging.

We select the most cost-effective shipping method. Partial deliveries are permissible if they are reasonable for the purchaser. The supplier reserves copyrights and proprietary exploitation rights without restrictions for cost estimates, drawings and other documents; they may be made available to third parties only with the supplier's prior consent. If the order is not placed with the supplier, drawings and other documents relating to quotations are to be returned immediately upon request. Side agreements shall only be effective if they are confirmed in writing.

Delivery Deadlines; Delay

Any compensation claims of the purchaser due to delay in deliveries are in all cases to be ruled out, even in cases when the date set for the supplier to make delivery has expired.

Transfer of Risk

The risk is transferred to the purchaser also in the case of carriage-free delivery, when the goods are handed over for shipment or collected. On request and at the expense of the purchaser, the supplier shall insure deliveries against the usual risks of transport.

Acceptance

The customer shall not refuse to receive deliveries due to insignificant defects.

Terms of Payment

Payment shall be made free of charge to the paying office of the supplier. The payment deadline must be agreed upon with the supplier and is only effective if confirmed in writing by the supplier.

Reservation of Proprietary Rights

The delivery items remain the property of the supplier until all claims which the supplier has against the purchaser, arising out of their business relationship, have been fulfilled.

In the event of seizure, appropriation or other forms of disposition or interference by third parties, the purchaser has to immediately notify the supplier. In case of breach of duty by the purchaser, in particular delay in payment, the supplier is entitled to withdraw from the contract and take back the goods following the expiry of a reasonable time set by the supplier for the customer to comply; this shall not affect the statutory provisions on the dispensability of a period of grace. The purchaser is obliged to surrender possession of the goods.

Warranty

The supplier is liable for material defects for a period of 24 months from delivery.

The purchaser shall immediately notify the supplier of material defects in writing.

At the discretion of the supplier, all those parts displaying a material defect are to be improved, replaced or produced again free of charge. For repaired or replaced equipment, the above mentioned warranty period does not begin to run anew.

The purchaser shall grant the supplier a reasonable period of time to remedy defects. The purchaser shall only be entitled to withhold payments if the validity of the notice of defects asserted is beyond any doubt. If the notice of defects is unjustified, the supplier is entitled to demand reimbursement of the expenses incurred from the customer. Warranty claims shall not apply in the case of merely insignificant deviations from the agreed characteristics, in the case of only a minor impairment of usability or in the case of natural wear and tear or damage arising after the transfer of risk, due to incorrect or negligent handling or storage, excessive stress, unsuitable manufacturing equipment, defective workmanship, inappropriate building ground, or as a result of special exterior influences which had not been accounted for under the contract, as well as in case of non-reproducible defects

Purchaser's claims for the expenses necessarily incurred for the purpose of supplementary performance, especially transport, travel and labor costs, as well as costs of materials, are ruled out insofar as expenses are increased as a result of the object of delivery having been subsequently transferred to a place other than the purchaser's premises.

Further claims and damage claims of any type by the purchaser, in particular claims for compensation of consequential damage, are ruled out.

Withdrawal from Contract

Free withdrawal from the contract is possible only after the supplier's thorough examination and written consent. If, at the time of the order cancellation, services have already been provided, the related expenses must be charged to the purchaser.

Jurisdiction and Applicable Law

The place of jurisdiction for both parties is Linz.

For the settlement of disputes arising from the legal relationship between the supplier and the purchaser, Austrian law shall be exclusively applied.

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