

1. General:

All our contracts are submitted to the following terms and conditions unless otherwise agreed upon in writing. These terms and conditions are deemed acknowledged and agreed upon through signing of the contract. Any terms and conditions - of any nature - contrary to the present General Terms and Conditions, shall be completely inapplicable and invalid, irrespective of the form in which they were brought to our knowledge.

Modifications of or amendments to these General Terms and Conditions shall only be effective if they have been agreed upon and confirmed by us in writing. Any agreement to abandon this formal requirement must equally be in writing and signed by both parties. Silence about any terms and conditions deviating from those given below shall not be regarded as acceptance or as confirmation of the same.

2. Offers | Prices | Contents of contract

2.1. Our offers remain valid for 60 days after submission, subject to changes as provided for in clause 2.5.

2.2. Details given in our catalogues are not binding (see also clause 3).

2.3. All our prices must be understood in Euros excl. VAT. Unless otherwise agreed upon, prices as mentioned in our price list valid at the time of contract conclusion will be invoiced. The prices are stated ex works. Costs for packaging, freight and/or shipping costs are not included. If consignment and delivery have explicitly been agreed upon, prices do not include costs for unloading and transportation to the working site. Risk and right of use pass to our contractual partner at the time of shipment. Delivery is always ex works.

2.4. Delivery times and dates are binding, provided they have been promised by us in writing. This commitment ceases if our contractual partner requests to modify the order after the contract award or in the occurrence of impediments beyond our control, such as for instance through force majeure or due to late supply by our presuppliers.

2.5. Economic changes

In the event of circumstances beyond our control, e.g. raw materials, taxes, wage rates, currency differentials, strike, war, terrorist attacks, blockades, fire, natural disasters or any other acts of God, we shall be entitled to appropriately adjust our offers and orders placed with us. This shall particularly be applicable in the case of changes in the prices of e.g. aluminium and copper to the extent of more than 10%. In all of the above mentioned cases we will be entitled to adapt our prices | target dates even after contract conclusion.

3. Construction and design

The selection or dimensioning is performed by the customer's designer because we do not have any details on construction factors such as the installation location and application usage. Upon request, we can provide support during selection and design and then prepare a proposal component drawing and calculation based on your parameters. The drawing with parts list is subject to your approval and release and subsequently serves as basis for manufacture and preassembly.

4. Technical modifications during the term

We are entitled to carry through technical modifications after contract conclusion provided such modifications do not affect the contractually guaranteed performance of the goods.

5. Warranty and liability for defects

5.1. Without any exception the warranty period will be of one year. Modifications of this term must explicitly be confirmed by us in writing.

5.2. In order to assure a secure functioning, a trial run must be performed under load and/or live operation (pursuant to your design parameters). We perform only off-load trial runs according to the customer's installation conditions, but no trial runs under load. On-site trial runs are necessary to ensure precise alignment of the system and make any necessary adjustments to prevent any interfering effects. We will not assume any liability for damages incurred through omission of on-site trial runs under load and/or live operation. Moreover, we will not assume any liability - except if otherwise provided for by us in written - for the installation of our products in every conceivable type of vehicle - on land, on water and in the air.

5.3. Our contractual partners are obligated to verify goods after delivery and, if necessary, to inform us in writing immediately, however, at the latest within 14 days after delivery, about any defects. If no notice of defects is communicated within this time limit, these goods are deemed approved and warranty claims and damage claims shall be excluded.

5.4. Our liability shall be limited to intent and gross negligence. Any liability for ordinary negligence, the compensation for consequential damages, financial loss, savings not achieved, loss of interest or for damages resulting from claims of third parties shall be excluded.

5.5. Mechatronic products

Particularly outdoor applications are exposed to increased environmental stresses. In case of machine failures we need a documented cause analysis - e.g. environmental impact or product defect.

5.6. Corrective actions

If a product is presumed to be defective, it must immediately be returned to us - accompanied by a written documentation of the defect. Your cause analysis will be the basis for our laboratory screening and sustainable defect prevention. Freight charges shall be borne by the sender.

6. Retention of title

6.1. All goods delivered shall remain our sole property until complete payment of the purchase price.

6.2. Our contractual partner shall be obligated to treat the goods carefully as long as retention of title applies to the delivered goods. If maintenance and/or inspection work is necessary, our contractual partner shall carry out such work regularly at his own expense.

6.3. Retention of title remains effective even if goods supplied by us are mounted or built in. Our contractual partner shall not be entitled to resell the goods which are subject matter of the present contract as long as retention of title is effective.

7. Place of performance | Applicable law | Competent court

The exclusive place of performance for all contractual relations is A-6890 Lustenau. Austrian law shall govern under exclusion of the conflict rules.

All legal disputes arising from or relating to the business relations and contracts shall be subject to the exclusive jurisdiction of the court having competence for A-6800 Feldkirch.

8. Severability clause

Should any individual provisions in the above General Terms and Conditions be or become invalid, either in part or in full, this will not affect the validity of the other provisions. The invalid provision will be replaced by a ruling that is as close as possible in economic purpose to the invalid provision in a legally effective and practicable form.