

General Terms and Conditions for the Online Shop of KRAIBURG Walzenfertigung GmbH

A. General Information

All goods and services supplied to the customer through the Online Shop shall be furnished solely in accordance with the following General Terms and Conditions. Any different regulations shall only apply if they were agreed in writing between the Online Shop and the customer.

B. Conclusion of Contract

1. The offers in the Online Shop in the Internet shall represent a non-binding request to the customer to order goods in the Online Shop.
2. By placing an order for the requested goods in the Internet, the customer shall make a binding offer to conclude a purchase contract.
3. Our e-mail confirmation shall only acknowledge receipt of your offer. The Online Shop shall expressly reserve the right to accept this offer. If you have already paid for the goods, we shall immediately credit the amount to your account.
4. In the case of deliveries which are made later than 2 months after the conclusion of the contract, we shall reserve the express right - even after accepting the offer - to adjust prices with effect for the contract if costs change, especially in connection with raw materials, energy, wages, etc.
5. The technical information provided by us regarding the subject of performance, utilisation purpose, etc. (e.g. dimensions, weights, physical and chemical properties, utility value, etc.) shall not represent warranted characteristics and shall only be regarded as approximate. We shall reserve the right to accept deviations which are normal in the industry.

C. Delivery

1. All goods shall be delivered within a reasonable period of time if they are in stock.
2. Unless otherwise stipulated in the offer, the delivery period in Austria shall be approximately 3 working days.
3. Unless otherwise stipulated in the offer, the delivery period for foreign deliveries shall be approximately 5 working days.
4. If a product is not immediately available, we shall inform you by e-mail about the anticipated delivery period provided we have your e-mail address. Your statutory rights shall not be affected.
5. Agreed delivery periods shall always be deemed to have been extended if events occur at our company, the supplier or the transport firm through no fault of our own (e.g. force majeure).

D. Packing, Dispatch

1. Please refer to the shipping cost table in the Online Shop in regard to packing and dispatch costs.

E. Prices

1. All prices shall be net excluding statutory VAT.

F. Payment

1. When an order is placed for the first time, the goods shall be delivered after an advance payment has been received. After the contract has been concluded, the customer shall be obliged to transfer the payment immediately to our bank account. If payment is made in advance, we shall send you an e-mail showing the exact invoice data. You shall therefore always enter your e-mail address and/or your telephone number on the order form so that we can contact you. When you make your transfer, you shall enter your name and the invoice number as the payment reason so that we can assign your incoming payment to the order. Follow-up deliveries shall be sent to you on account with a payment date of 8 days (net).
2. The supplied goods shall remain our property until payment has been made in full. If the agreed payment periods are exceeded, we shall reserve the right to charge reminder and handling fees, as well as the statutory fees due to us. If an entrepreneur fails to pay on time, the provisions of §§ 455 ff of the Austrian Commercial Code (UGB) shall apply.
3. The reserved goods may only be sold during the ordinary course of business. Any other disposals, especially pledges and transfers by way of security, shall not be permitted.
4. The customer shall inform us about any impairment of our right of ownership and shall send third parties and our company written confirmation of our right of ownership.
5. If our contractual claim is endangered due to circumstances which are the responsibility of the customer (in particular, adverse financial circumstances of the customer, an application to open insolvency proceedings, refusal of performance, delay in performance, etc.), we shall be entitled to refuse performance and, after granting a period of grace, to withdraw from the contract. We shall also be entitled to demand the return of the goods and shall reserve the right to bring forward the payment date with immediate effect and only ever render performance against advance payment.

G. Warranty, Liability

1. Any defects discernible during a careful inspection shall be specified immediately after their discovery in a written complaint, but at the latest two weeks after receipt of the goods. The customer shall provide proof of the defects. § 924 of the Austrian Civil Code (ABGB) shall not apply.
2. The warranty period for durable goods shall be 1 year from the date of delivery. If perishable goods are supplied, the use-by date shall be regarded as a guarantee assurance up to this date. In accordance with §

929 of the Austrian Civil Code, any warranty after this date shall be expressly waived.

3. In a guarantee case or in the event of prompt complaint, we shall be entitled to personally choose the type of guarantee or warranty (improvement, replacement, price reduction or conversion).
4. Any kind of compensation claims, including compensation claims due to unauthorised action, shall be excluded.
5. This liability exclusion shall not apply in the event of infringement of material contractual obligations, intent or gross negligence on the part of our company, our legal representatives, senior executives, agents or other assistants, and in the case of liability under the Product Liability Act for personal injury or private material damage.
6. Our liability for any kind of compensation claims shall be limited to foreseeable damage at the time of conclusion of the contract or damage controllable by the customer, but at any rate to three times the value of the order. The liability restriction shall not apply in the case of liability due to intentional or grossly negligent behaviour by our company, our legal representatives or senior executives, or due to such behaviour by our agents when infringing material contractual obligations. The liability restriction shall also not apply if we are liable under the Product Liability Act for personal injury or private material damage.
7. Before any planned processing and further processing of the supplied goods, their suitability for the intended purpose shall be tested by the customer to prevent any other loss of any compensation claims even if samples were supplied beforehand.

H. Place of Performance, Place of Jurisdiction and Other Agreements

1. The place of performance shall be Geretsberg. The sole place of jurisdiction shall be the court responsible for Geretsberg. However, we shall also be entitled to take legal action at the courts responsible for the customer.
2. Austrian law shall apply solely to the exclusion of the Uniform Laws on the Purchase and Sale of Goods (EKG, EAG, UN Convention on the International Sale of Goods/CISG). Unless otherwise agreed, the International Regulations for the Interpretation of the Contractual Formulations in accordance with ordinary trade usage (Incoterms) in the version dated 2010 shall also apply.
3. Telephone or oral agreements shall be confirmed in writing in order to become legally valid.

I. Copyright

1. All displayed external logos, images and graphics shall be the property of the corresponding company and shall be subject to copyright of the corresponding licensors. All photos, logos, texts, reports, scripts and programming routines which are displayed on this website and are our own developments or were edited by us may not be copied or used in any other way without our permission. We shall reserve all rights in this respect.

J. Miscellaneous

1. We have no influence when products from our suppliers are removed from the programme and can therefore no longer be delivered or their type and design were changed. We shall inform you if the supplier offers us a replacement product. Your statutory claims shall not be affected.

K. Links to our Website

1. In a judgment dated 12 May 1998 - 312 O 85/98 - "Liability for links", Hamburg Regional Court ruled that whosoever publicises a link shall be potentially co-liable for the content of the linked Internet page. According to Hamburg Regional Court, this may only be prevented by expressly disassociating oneself from this content. We therefore hereby expressly disassociate our company from all content of every linked page on our website. This declaration shall apply to all links on our website.

L. Validity of the General Terms and Conditions

1. The General Terms and Conditions of the Online Shop shall be accepted when an order is placed.
2. The invalidity or partial invalidity of individual clauses of these General Terms and Conditions shall not affect the legal validity or the application of these General Terms and Conditions. The contracting parties shall replace the invalid clause by an effective clause which comes as close as possible to the content and purpose of the invalid clause.

February 2017

KRAIBURG WALZENFERTIGUNG GmbH
Geretsberg