

# General Terms & Conditions (GTC) (valid as of 1.5.2018)

## 1. Validity of these GTC:

If not agreed explicitly otherwise our GTC, as made available to our business partners, apply. These can be checked anytime on our website [www.stahlrohr.co.at](http://www.stahlrohr.co.at).

## 2. Offers:

Our offers are subject to reconfirmation. All prices, unless explicitly mentioned otherwise, are to be understood on net basis excl. VAT. At time of invoicing the legal VAT will be added. Our offers include only products, items and services as explicitly mentioned in the offer. Inquiries, tender documents, buyer's scope of supply and other documents sent to us are not part of our offer.

## 3. Order confirmations:

Orders become valid only when our written order confirmation has been sent. E-Mails are valid written documents within the restrictions mentioned in article 16.

### 3.1. Scope of supply:

The full scope of supply is mentioned in our order confirmations. Orders, order confirmations, inquiries, tender documents, specifications and other documents received by us are not part of our scope of supply.

## 4. Prices:

Prices will be invoiced as per our order confirmation and do not include cost for storage, packing, loading and transportation.

## 5. Delivery time:

Delivery times mentioned in our offers, order confirmations, etc. are non-committal. Our liability is restricted to intent and gross negligence. We are not liable for delays from suppliers, forwarders and shipping companies.

## 6. Payment terms:

If not agreed otherwise, for order ex warehouse full advance payment is required. Pick-up resp. shipment can only be effected after payment has been received in our bank account.

If payment was agreed at or after shipment, it can only be considered in time, if the full invoice amount has been credited to our bank account latest on due date. In case of partial payment after due date for cash discount not only the cash discount for that portion but for the full invoice amount will be lost, also for amounts already paid and those due in future.

### 6.1. Electronic invoicing:

Our customers agree that we issue and send them invoices by electronic means. Any customer that does not wish to receive electronic invoices has to state that explicitly in his order confirmation.

## 7. Late payment interest:

In case of late payment, irrespective of the responsibility for the delay, we are entitled to charge late payment interest at the legal interest rate valid on due date; this does not affect our eventual claims for other compensation.

## 8. Transport - Transfer of risk:

Unless otherwise agreed cost and risk of any transport is on the account of our customer.

## 9. Reservation of title:

The products remain our property until full and final payment of price, cost and expenses. Disposal prior full payment is not permitted. In case of even partial delay in payment the buyer permits that we pick up the products anytime at his cost.

## 10. Place of fulfilment:

Place of fulfilment for our services as well as any counterparty services is our office at Kapuzinerstr. 27, 4020 Linz, AUSTRIA.

## 11. Warranty:

Unless there is a legal right for replacement we retain our right to comply with our warranty obligations in our option through improvement, replacement or price reduction. Any products have to be checked immediately upon receipt. Any shortages or defects have to be notified to us in writing immediately but latest within 3 business days after pick-up resp. delivery, indicating type and value of deficiency. Hidden defects have to be notified to us immediately after detection. In case such notification is not received or received late, the products are to be accepted. Asking for warranty or damage compensation is excluded in such cases.

## 12. Compensation:

Except for personal injury our responsibility is limited to cases of gross negligence and is in any case limited to the value of the supplied products. We cannot be held responsible for secondary damages i.e. penalties due to late shipment, staff expenses due to lack of product, etc.

## 13. Product liability:

We cannot accept any eventual claims under recourse from customers or third parties under the title „product liability“ as outlined in the „Product Liability Law“ (PHG), unless the claimant can prove that the damage was caused under our full control or at least under our gross negligence.

## 14. Offsetting:

Offsetting our claims with counter claims of whatever nature is explicitly excluded.

## 15. Service and payment prohibitions:

Justified claims do not entitle our partners to retain full service and/or payment but only in appropriate proportion to the claim.

## 16. Formal requirements:

Any agreements, addenda, supplements, side agreements need to be made in writing to be valid and accordingly require original or electronic signatures. E-Mails are acceptable as long as the intention of the parties is clearly evident. In case of any doubt only the documents in our files and/or data systems are relevant.

## 17. Choice of law:

Austrian law applies to any contract based on these GTC. If both parties are domiciled in Austria, applying the UN Convention on Contracts for the International Sale of Goods is excluded.

## 18. Jurisdiction:

Any legal cases resulting from contracts within these GTC shall be dealt with at the court at our domicile. We do however reserve the right to raise claims also at the court in charge at the partner's domicile.

## 19. Arbitration:

### 19.1. Domestic Arbitration:

Any disputes arising out of contracts within these GTC shall be finally decided by a single arbitrator at the Chamber of Commerce of Linz in accordance with the applicable arbitration rules.

### 19.2. International arbitration at the Austrian Chamber of Commerce:

Any disputes arising from contracts within these GTC or from contract violation, cancellation or nullification shall be finally decided by several arbitrators in accordance with the arbitration rules of the International Arbitration Court at the Austrian Chamber of Commerce in Vienna (Wiener Regeln).