

General Terms and Conditions of Sale and Delivery

1. Preamble

1.1 The contract is concluded upon receipt of the written confirmation of the supplier (SCHIRNHOFER) that he accepts the order (order confirmation). Offers that not include acceptance periods are non-binding.

1.2 These terms and conditions of delivery are binding. The customer's terms and conditions to the contrary shall only be valid if they have been expressly accepted by the supplier and in writing.

2. Scope of deliveries and services

2.1 The deliveries and services of the supplier are listed exhaustively in the order confirmation including any supplements to this.

3. Plans and technical documentation

3.1 Brochures and catalogs are not binding unless otherwise agreed. Information in technical documents is only binding if expressly guaranteed.

3.2 Each party reserves all rights to plans and technical documentation provided to the other party. The receiving party acknowledges these rights and will not make the documents available to third parties, in whole or in part, to third parties without the prior written authorization of the other party, or will use them for the purpose for which they were handed over.

4. Prices

4.1 All prices are net, excluding VAT, if applicable, ex works, without packaging, plus customs clearance, uninsured, without any deduction.

4.2 The Supplier reserves the right to adjust the price if the wage rates or the material prices change between the time of the offer and the time of the contractually agreed performance. In addition, a reasonable price adjustment will be made if the delivery date subsequently falls within one of the conditions set out in para. 8.2 or the documents supplied by the customer did not correspond to the actual circumstances or were incomplete.

4.3 Unless otherwise agreed, deliveries below the net value of 150 Euros are subject to a minimum order surcharge of 33 Euros for EU goods and 47 Euros for third country goods.

5. Packaging

5.1 Packaging will be billed cheapest and not taken back.

6. Payment

6.1 The payments are to be made at the domicile of the supplier without deduction of cash discount, expenses, taxes, levies, fees, customs duties and the like. Unless otherwise agreed, the price must be paid immediately upon receipt of the invoice.

6.2 If the customer does not comply with the agreed payment dates, he shall pay a default interest rate of 14% from the time of the agreed due date without a reminder. The replacement of further damage remains reserved to us.

6.3 For restocking we deduct 15% of the purchase price.

6.4 International transfers from NON-EU countries: Any bank charges and other expenses in connection with money transactions must be borne by the client. If bank taxes are charged to the supplier, we reserve the right to demand these from the customer.

7. Retention of title

7.1 The supplier remains the owner of all his supplies until he has received all the payments in accordance with the contract.

The purchaser shall maintain the delivered goods at his own expense during the period of retention of title and insure them in favor of the supplier against theft, breakage, fire, water and other risks. He will also take all measures to ensure that the ownership of the supplier is neither impaired nor cancelled.

8. Delivery time

8.1 As soon as the contract has been concluded, the delivery period begins with all official formalities, payments made on orders and any collateral, as well as clearing of the essential technical points. The delivery deadline is met if the readiness for dispatch notification has been sent to the purchaser by the time it expires.

8.2 The delivery period is extended appropriately:

- a) if the supplier does not receive the information required for the fulfillment of the contract on time, or if the orderer subsequently modifies it and thus causes a delay in the deliveries or services;
- b) if obstacles occur which the supplier can not apply despite the application of due diligence, regardless of whether they arise with him, the customer or a third party. Such obstacles include, for example, epidemics, mobilization, war, riots, major breakdowns, accidents, labor disputes, late or erroneous deliveries of raw materials, semi-finished and finished goods, rejects of important workpieces, official actions or omissions, natural phenomena;
- c) if the purchaser or third parties are in arrears with the work to be carried out by them or with the fulfillment of their contractual obligations, in particular if the purchaser does not comply with the terms of payment;

9. Transition of benefit and danger

9.1 Benefit and risk are transferred to the customer at the latest upon the departure of the delivery ex works.

9.2 If the shipment is delayed at the request of the customer or for other reasons for which the supplier is not responsible, the risk (for the time originally scheduled for delivery ex works) shall pass to the buyer. From this point on, the deliveries are stored and insured for the account and risk of the customer.

10. Inspection and acceptance of deliveries and services

10.1 The supplier will check the delivery and services, as usual, before shipment. If the purchaser requires further tests, these are to be specially agreed upon and paid by the purchaser.

10.2 The purchaser must check the deliveries and services within a reasonable period of time and notify the supplier of any defects immediately in writing. If he fails to do so, the deliveries and services are deemed approved.

10.3 The supplier has assigned to him in accordance with para. 9.2 notified defects as quickly as possible and the buyer has to give him the opportunity to do so.

10.4 The execution of an acceptance test as well as the determination of the applicable conditions require a special agreement.

10.5 Due to defects of any kind to deliveries or achievements the orderer has no rights and claims except those in this no. 9 and in no. 10 (warranty, liability for defects) expressly mentioned.

11. Warranty, liability for defects

11.1 The warranty period is 12 months from the date of delivery for machines and systems. Consumables and wear parts excepted. It begins with the departure of deliveries from the factory. If shipping is delayed for reasons for which the supplier is not responsible, the warranty period ends at the latest 18 months after notice of readiness for dispatch.

For replaced or repaired parts, the warranty period begins to run again and lasts 6 months from the date of replacement or completion of the repair, but no longer than a warranty period of 12 months, which must be confirmed in writing by the supplier. The warranty expires prematurely if the customer or third party to make improper changes or repairs or if the buyer does not immediately take all appropriate measures to mitigate the damage and give the supplier the opportunity to remedy the defect.

11.2 The Supplier undertakes, at the buyer's written request, to repair or replace as quickly as possible, at its discretion, all parts of supplier's deliveries which are demonstrably damaged or unusable as a result of bad material, faulty construction or defective performance until the expiry of the warranty period, replaced parts become the property of the supplier.

11.3 Assured features are only those designated as such in the specifications. The warranty is valid until the expiration of the warranty period.

If the warranted features are not or only partially fulfilled, the customer is entitled to immediate repair by the supplier. For this purpose the orderer has to grant the supplier the necessary time and opportunity.

11.4 Excluded from the warranty and liability of the supplier are damages which are not demonstrably caused by bad material, faulty construction or defective execution, e.g. due to natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive use, unsuitable equipment, chemical or electrolytic influences, construction or assembly work not carried out by the supplier, as well as other reasons for which the supplier is not responsible.

11.5 All claims of the customer, for whatever legal reason, become time-barred after 12 months.

12. Exclusion of further liability of the supplier

12.1 All cases of breaches of contract and their legal consequences as well as all claims of the purchaser, regardless of their legal grounds, are governed by these terms and conditions. In particular, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract are expressly excluded. In no case shall claims of the purchaser exist for compensation for damages that did not arise on the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit as well as other direct or indirect damages. This disclaimer of liability does not apply to unlawful intent or gross negligence on the part of auxiliary personnel.

For the rest, this disclaimer of liability does not apply insofar as it conflicts with mandatory law.

13. Jurisdiction and applicable law

13.1 The supplier is entitled to sue the purchaser at his registered office.

version 2021©

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