

General Terms and Conditions 0717 – Export sales

§1 General provisions

Our Terms and Conditions are an integral part of our contracts. Deviations are only binding if agreed in writing.

§2 Quotations

Our quotations are subject to change and are non-binding.

§3 Retention of title

The goods remain our property until full payment is received.

§4 Transport

Unless otherwise agreed, the goods are transported at the expense and risk of the customer. We select the most reasonable form of shipping and packaging.

§5 Delivery

The specified delivery time begins after receipt of confirmation by the customer and is considered to be observed on the day of dispatch or the day the goods are ready for dispatch. Any modifications to the order cancel the delivery time and require for it to be reset.

§6 Warranty

We guarantee for the duration of 12 months that the goods conform to the descriptions provided and are not defective in that their functionality is neither nullified nor impaired. An insignificant reduction cannot be considered.

In the event defects occur during contractual use, customers must immediately – within 7 days at the latest – report them in writing, providing all the relevant information necessary to fix them. Within reasonable bounds, customers must support us in our efforts to eliminate any defects.

Customers may set a reasonable deadline for the elimination of defects. If the agreed upon deadline ends without any changes, customers can demand a price reduction in accordance with the statutory requirements or withdraw from the contract.

The warranty is void for such goods that the customers change or manipulate in any way, unless the customers can prove in their error report that they did not cause the error.

We may request payment for any efforts we take reacting to an error report, in case we can prove that the goods were without defects.

§7 Damages

We only offer compensation of damages, if we are culpable of intent or gross negligence. The amount of possible damages is limited by the price of the goods.

§8 Payment

Unless other provisions were made, invoices must be paid by advance payment. If payment is not received within a period of one month the contract loses validity.

A sales tax in the respective statutory amount will be added to all prices.

§9 Offsetting

The offsetting of counterclaims against our claims are excluded, unless it is established by a court or recognised by us.

§10 Reductions for laesio enormis

Application of § 934 Austrian Civil Code is precluded.

§11 Data protection

Our products intentionally transmit temperature and humidity data as well as the number of the device and the time it is set into operation via radio. Customers declare their express agreement to these transmissions.

§12 Export permits

Insofar as the goods or parts of the goods are subject to a US export license, the goods are solely intended to remain in Austria. Exports of such goods exist provided that the necessary export terms are met and no conflicting export-law obstacles present themselves. In case customers intend a reexportation, they agree to apply for the US export license required by the applicable US export regulations and to delay the reexportation until said license is granted.

§13 Applicable laws, place of jurisdiction

Austrian laws apply. Place of jurisdiction and performance is Wiener Neustadt.

