

WILD GENERAL CONDITIONS OF DELIVERY

1. GENERAL

By placing the order, the purchaser agrees to be bound by the following conditions – where nothing to the contrary is expressly agreed in writing – for the contractual relationship with our customers as well as all other contracts completed as a result of our future business relationship, even if they are not mentioned for each individual case. This particularly applies to the purchaser's conditions of purchase or order, where they conflict these terms or exclude individual terms.

Should individual clauses of these conditions be void, this does not affect the remaining clauses; the void clause will be replaced with a regulation which comes closest to the aims of the void clause.

Our offers are subject to change without notice and non-binding, unless stated otherwise in the offer.

Once an order has been placed, the purchaser is bound by it, unless the withdrawal from the contract is approved on our part. The contract is deemed to be completed upon posting our written order confirmation or the delivery itself. The purchaser is obliged to immediately check our order confirmation and report any deviations from his order immediately; if this is not done, then the subject of the contract will apply according to the order confirmation.

Any information given in catalogues, brochures and any similar material, as well as any other written and verbal statements are only effective if they are expressly referred to in our order confirmation.

2. PRICES

Prices are given postage paid to Völkermarkt, excluding value added tax, packaging, loading and shipment. The agreed price is based on the current material and production costs. In the event of price fluctuations of over 3% within the agreed delivery period, we reserve the right to apply the prices valid on the day of the delivery. By paying a share of the costs for equipment, tools or similar, the purchaser does not gain any rights over these items. They remain exclusively our property.

3. SHIPMENT, PACKAGING

Shipment is made at the expense and risk of the purchaser. If no specific instructions have been given for shipment, it will be carried out at our discretion. The risk is transferred to the purchaser when the goods are transferred to the carrier, regardless of whether the carrier was instructed by the purchaser or us.

Unless otherwise agreed, packaging will be invoiced to the amount actually incurred by us. If an insurance is taken out on request of the purchaser, we will only act as agent for the purchaser.

4. DELIVERY, DELIVERY TIME

We are permitted to deliver an excess or shortfall to the ordered amount by up to 10%, unless a regulation to the contrary has been agreed in writing.

If remaining amounts are not used during the current order due to packaging materials having to be ordered and they cannot be used in follow-up orders within a reasonable time period, they will be charged at the cost to us.

Delivery times are subject to the receipt of all documents or materials the purchaser is required to send.

The purchaser may not, as a result of delayed delivery, demand compensation, penalties, loss of earnings or similar, nor may he withdraw from the sale.

Business disruptions of any kind, particularly with regard to the supply of raw materials, strikes, machine faults or acts of God, regardless of whether we, our suppliers and/or the carriers transporting our goods are affected by them, entitle us to withdraw in part or in full from the delivery contract, as do violations of the conditions of payment. We are entitled to make partial deliveries, acting as individual transactions.

5. CONDITIONS OF PAYMENT

Payment of the invoice amount must be made in full within 14 days of the invoice date, unless agreed otherwise. If the payment period is exceeded, we are entitled to charge the legal rate of interest on delayed payments, as well as any possible legal and extrajudicial costs for warnings and debt collections (by a debt collection agency or a lawyer). Exchanges will only be accepted after special agreement, taking into account all collection and discount costs.

We are entitled to demand reasonable advance payment instalments. The purchaser may not make use of any right of retention or any set-off with other claims.

6. RETENTION OF PROPERTY

The delivered goods remain our property until the agreed price has been paid in full or the applicable cheques or exchanges have been processed. The purchaser hereby transfers all claims for remuneration, as well as all associated rights, arising from a possible resale of goods which are still (in part) our property, and we accept this transfer.

7. WARRANTY AND EXCLUSION OF LIABILITY

We warrant that the contractual products are free from material and production faults at the time of delivery. We do not accept any guarantee, warranty or liability for any development faults or incorrect documents issued by the client. The warranty covers a period of 12 months following delivery. Within the warranty period, we are entitled to carry out improvements (amendments or addition of missing elements) or a replacement delivery, under exclusion of extended claims, as long as it is proven that the fault was present at the time of delivery. A replacement delivery is limited exclusively to replacement delivery of the faulty goods. Compensation will not be paid for modifications or consequential costs and similar. An improvement or replacement delivery will only be made to the same extent as the original delivery or service. This does not extend the period of guarantee.

Notices of defects will only be taken into account if they are reported within 14 days of receiving the goods. If requested, the items affected by the claim must be returned to us at our expense.

We do not accept liability for customer damages for whatever legal reason, including late payment, inability to pay, poor performance, non-contractual liability etc., unless this would be illegal, or if the customer can prove that damages have been caused by us intentionally or due to gross negligence. We do not accept liability for lost profits and/or atypical or unpredictable consequential damages, regardless of the grade of fault. Unless a written agreement exists stating the contrary, our liability is limited to the extent of the net invoice amount of the respective goods and/or service ordered.

8. SUPPLIED MATERIALS

Materials supplied by the purchaser must be sent postage paid to the Völkermarkt factory. Any shipment or delivery expenses will be charged. The purchaser is liable for any faults in the supplied materials.

9. PLACE OF FULFILMENT, COURT OF JURISDICTION

The place of fulfilment for deliveries and payments is Völkermarkt / Kärnten.

The exclusive court of jurisdiction is the responsible court in A-9020 Klagenfurt.

The contract is exclusively subject to Austrian law, excluding its reference provisions and excluding the UN Convention on contracts for the international sale of goods.