

## **1. Application and validity**

- 1.1. These General Conditions of Delivery and Payment ("General Terms of Delivery") apply to all deliveries and services of the user ("supplier") to entrepreneurs, legal persons of public law or public special fund ("contracting entity"). The General Terms and Conditions of Delivery are valid as a framework for future contracts with the client and are available on the UEBEX website at [www.uebex.com](http://www.uebex.com) and [www.Uebex.at](http://www.Uebex.at) published. The Supplier shall not be obliged to point out the Client in every individual case, but shall notify the Customer of any changes to the General Conditions of Delivery. The client agrees with the following conditions when ordering the order.
- 1.2. Deviating, opposing, or supplementary General Terms and Conditions of the Customer shall only be accepted by the Supplier if he has expressly consented to these General Terms and Conditions in writing, otherwise the following conditions shall apply.
- 1.3. Changes or additions to these General Terms of Delivery, Conditions, oral agreements or commitments of any kind shall be subject to the written confirmation of the supplier. The same applies to the waiver of this requirement for written form. Individual, written agreements concluded with the customer have priority over these terms of delivery.
- 1.4. Legally binding declarations against the supplier (such as deadlines, notification of defects, and declaration of withdrawal or reduction) shall be effective in writing

## **2. Offer and acceptance, ordering process**

- 2.1. Offers from the supplier are always free. Orders from the customer are accepted by the supplier only if these have been confirmed in writing (by mail or e-mail) or have been fulfilled by delivery of the ordered goods ("delivery item").
- 2.2. If the supplier consents to orders on demand, he must only hold corresponding inventories, if and to the extent that he undertakes to do so. If orders have been agreed on demand, the agreed total quantity shall be accepted no later than one year after conclusion of the contract. Otherwise, the Supplier may, after granting and expiration of a reasonable period for the acceptance of the inventories by making the call-offs, withdraw from the contract and demand the agreed remuneration with deduction of saved expenses.

## **3. Price and terms of payment**

- 3.1. The prices are ex-stock of the supplier plus the statutory VAT. Transport, packaging and unloading are to be understood only as long as these have not been separately indicated on the documents. From a net freight cost limit of 500.00 €, the delivery in the country is free of charge freight, for orders of it the supplier can be charged a freight cost lump sum or a small quantity surcharge. The product prices can be taken from the written offer or the price list as amended. With the appearance of a new price list, all previous versions lose their validity.
- 3.2. If a price has not been explicitly agreed or fixed by means of a temporal price fixation by means of an offer, the purchase price of the delivery item is calculated at the price valid on the day of delivery. If the payment modalities are not stated separately on the invoice, the payment must be made by the client no later than 14 days after the date of the invoice. If a customer has chosen payment in advance, this is to be paid immediately after the invoice has been issued. For deduction of cash discounts, only a corresponding note on the invoice with the details of the discount box and the cash discount amount.

- 3.3. The Supplier is entitled to charge default interest of 8% - p.a. Above the applicable base rate. The supplier can claim a higher damage, if he can prove it.
- 3.4. Credit notes on checks are always subject to the receipt of the cover with the exporting bank and without prejudice to the earlier date of the purchase price in the case of default by the customer as payment fulfilment with the value date on the day on which the supplier can dispose of the credited amount.
- 3.5. Offsetting by the customer is only permitted with uncontested claims recognized legally or recognized by the supplier as well as with any existing claims for damages resulting from violations of the main performance obligations of the contract. The exercise of a right of retention by the client is excluded insofar as the claim is not based on the same contractual relationship. Each individual order for a delivery is considered as a separate contractual relationship.

#### **4. Deliveries and deadlines**

- 4.1. Delivery dates, delivery deadlines and call-off dates are only binding if the supplier has offered them or confirmed them in writing. Compliance with this obligation requires the timely fulfilment of the obligations of the customer (eg submitting the detailed order), otherwise they will be extended accordingly.
- 4.2. Compliance with deadlines and deadlines by the supplier is subject to correct and timely self-delivery, as well as that the supplier can prove a congruent cover transaction and has not otherwise caused a remaining non-delivery.
- 4.3. If and to the extent that an acceptance has been agreed upon or provided for by law, the agreed deadline is decisive, in the event of a refusal by the customer to refuse acceptance, the supplier is informed of the acceptance.
- 4.4. If the customer is responsible for a delay of dispatch, handing over or acceptance of the delivery item, the supplier may invoice the customer, the costs incurred by the delay, starting one week after notification of the dispatch, handing over or acceptance. The storage costs shall be 0.5% of the invoice amount of the goods to be stored for each commenced month, but not more than 5% of the invoice amount of the respective order. We reserve the right to assert and prove further or lower storage costs.
- 4.5. If delivery times or delivery dates can not be adhered to due to force majeure, due to strikes or other events which the supplier is not responsible for, the delivery time is extended accordingly. The Supplier shall immediately notify the Client of the beginning and end of such circumstances.
- 4.6. If the entire performance is finally impossible before the risk is passed, the customer can withdraw from the contract without setting a deadline. The same applies if, in the case of an order, execution of part of the delivery becomes impossible and the customer has a legitimate interest in rejecting the partial delivery. Otherwise, the customer shall pay the contract price for the partial deliveries. In addition, the provisions of section 7 shall apply. If the impossibility or the inability occurs during the delay in acceptance, or if the customer has sole responsibility for these circumstances alone or predominantly, he shall remain obliged to make a counter-performance.
- 4.7. If and insofar as this is reasonable for the client, the supplier is entitled to supply partial, multiple or short-term quantities, in particular if, in the event of a reasonable assessment and consideration of the interests of the customer and the supplier, Partial deliveries are reasonable for the client, the latter can use the delivery within the scope of the contractual purpose and therefore does not incur any substantial additional costs or additional costs.
- 4.8. If the order concerns a special production, the supplier may exceed or fall short of the agreed delivery quantity by 10%, as long as this is not unreasonable for the client.
- 4.9. In addition, warranty claims for partial deliveries are excluded.

## **5. Transfer of risk and acceptance**

- 5.1. The risk is transferred to the customer upon delivery at the agreed place, even in the case of partial deliveries or when other services are performed by the supplier. If the delivery is not carried out directly by the supplier, the risk will pass to the customer upon delivery of the delivery to the shipper or forwarder.
- 5.2. If the dispatch is delayed without the supplier being responsible for this, the risk is transferred to the customer at the time when the delivery item is ready for dispatch or delivery and this has been indicated to the customer.
- 5.3. If an inspection is to be carried out on a case-by-case basis, this is decisive for the date of transfer of risk. An acceptance must be carried out without delay to the agreed acceptance date, but in any case after notification of the readiness for acceptance by the supplier. In case of insignificant defects, the client may not refuse acceptance.

## **6. Object of Complaint and Warranties**

- 6.1. The customer shall notify the supplier in writing of any transport damage, damage, obvious defects or other obvious defects of the delivery item to the supplier at the latest three working days after receipt of the relevant delivery at the respective location of the customer. In the same period, the customer shall inspect the delivery item for defects that are not immediately identifiable and to notify the supplier in writing to the supplier.
- 6.2. Hidden defects and / or hidden defects must be reported to the supplier within three working days after discovery of the defect.
- 6.3. If the customer fails to inspect the goods properly and / or in good time, liability on the part of suppliers is excluded for the non-displayed defect and / or faulty quantity.
- 6.4. If the defect and / or the defect quantities have been notified in due time in accordance with the provisions of clauses 6.1 to 6.3, the supplier shall - if he is obliged to supplement the defect according to the statutory provisions - free of charge the defective goods present. A replaced delivery item becomes the property of the supplier. The supplier is entitled to refuse the supplementary performance until payment of a purchase price due, but the client may carry out a temporary reduction corresponding to the value of the defect until a supplementary performance has been carried out. The Supplier shall not reimburse any costs for further damage to third parties (not directly related to the product), exchange, disassembly and the necessary equipment, return transport or other additional costs such as loss or consequential damage.
- 6.5. The Supplier has to perform the supplementary performance within a reasonable period, which is based on the specifications and specific properties of the product, but at least within 3 months. Only in exceptional cases and for the avoidance of disproportionate damages does the customer have the right to have the defect itself or by a third party removed and to demand compensation for the necessary expenses, as long as he has previously informed the supplier (only valid in written form). Otherwise, products may neither be opened, nor processed, or modified in any way. Warranties and labels shall not be removed or rendered unrecognizable.
- 6.6. If the defect removal requirement is found to be unjustified, the customer has to replace the supplier with the costs incurred by a supplementary performance.
- 6.7. If the supplementary performance fails, the customer is entitled to a right of withdrawal only if the defect is not insignificant. Otherwise, the customer is only entitled to a reduction in the purchase price.

- 6.8. A defect in the delivery item is not present if the delivery item is used improperly or exhibits deviations which fall within the requirements of applicable directives or standards or which have a slight or technically unavoidable deviation in the quality, colour and quality of the delivery of originals and samples ,
- 6.9. The supplier shall not be liable for any consequences of a repair of the delivery item by the customer or third parties as well as changes in the delivery item without the consent of the supplier.
- 6.10. Technical limits (supply voltage, temperature, humidity, ambient conditions, etc.) are indicated on the specific data sheets and must be observed. The specific data sheets are available on the supplier's website or must be requested by the customer in the event of non-existence before the product assembly or installation is carried out.
- 6.11. Due to the technical progress, the supplier is entitled to deliver a technically at least equivalent or better product as a substitute product in the warranty / warranty case. Minimal deviations of technical values against the original product (for example light colour due to natural aging process) are technologic and cannot be excluded.
- 6.12. The supplier accepts no warranty or liability for advertisements and other statements made by the client or third parties, unless he has given his written consent to these statements.

## **7. Warranty and Guarantee**

- 7.1. The statutory warranty of 24 months applies to all products marketed by UEBEX  
Takeover by the customer.
- 7.2. UEBEX provides the client with separate manufacturing guarantees (see also "Guarantee conditions"). The respective valid duration of the manufacturing guarantee can be found in the respective specific product data sheet. Special provisions for the manufacturing guarantee are only valid if these are stated on the invoice or in an additional contract.

## **8. Claim Management**

- 8.1. In the case of a recognized product defect of an UEBEX product within the guarantee period, the damage shall be indicated by e-mail or telephone contact, and the product description, article number, damage description, invoice number and delivery note number shall be transmitted. After allocation of a return number, the defective item can be adequately franked (paid by the sender) and insured in broken packaging to be returned to UEBEX. Unpaid or COD-sent returns will not be accepted. Please follow the instructions given by the relevant UEBEX factory. In the event of a warranty claim, the customer shall be given a free product rate or appropriate repair measures shall be initiated. The legal claims for product defects remain unaffected.

## **9. Legislation and export regulations**

- 9.1. Products supplied are only intended for use in countries directly supplied by UEBEX.  
In the case of export or use in other countries, the necessary knowledge of the client is assumed and any risks resulting from, for example, other operating conditions are transferred to the customer.
- 9.2. The client is responsible for compliance with all export-related legislation and releases UEBEX from liability.

## **10. Liability and limitation**

10.1. The Supplier shall be liable - for whatever legal reason - only in the following legally compulsory cases:

In the case of a guarantee or the Product Liability Act,  
In case of intent, gross negligence or in cases of fraud,  
In the case of culpable injury to life, body or health,  
In the event of culpable breach of such obligations as are indispensable for the achievement of the purpose of the Agreement And whose fulfillment the client may trust ("essential contractual obligations").

10.2. Compensation claims for the violation of essential contractual obligations are limited to the contractual, foreseeable damage, except in cases of intent or gross negligence.

10.3. The liability of the supplier is excluded.

## **11. Limitation**

11.1. Insofar as and insofar as claims for damages and claims for damages arise pursuant to the provisions of clauses 6 and 7, these shall become statute-barred in twelve months after the transfer of risk or acceptance.

11.2. In case of claims for damages according to the Product Liability Act, in cases of injury to life, body or health, in case of intentional or grossly negligent breach of duty as well as in case of malicious concealment of a defect, the statutory limitation periods apply.

## **12. Security Interest**

12.1. The delivered goods remain the property of the supplier ("conditional goods") until all claims of the supplier are fulfilled, which are due to the customer regardless of the legal grounds present or future, including all balance claims of the supplier from a current account agreement.

12.2. The customer must treat the reserved goods carefully and at his own cost insure against fire, water and theft damages adequately at the new value.

12.3. The client may sell, mix and process the reserved goods in the ordinary course of business as long as he is not in default with payment. A pledge or security transfer of the reserved goods is not permitted without the consent of the supplier. The Supplier may revoke this authorization at any time. The client shall always process the reserved goods for the supplier without incurring any obligations. In the processing, mixing or blending of reserved goods with other goods not belonging to the supplier, the supplier shall be entitled to a co-ownership share in the new item in the ratio of the invoice value (including sales tax) of the delivered conditional goods to the value of the other goods.

12.4. Remuneration claims of the customer against his customers from a resale of the reserved goods as well as claims of the customer with regard to the reserved goods arising from another legal reason against his customers or third parties (in particular claims for unauthorized action and claims for insurance services) including all balance claims from current account The customer already assigns the Supplier to the Supplier, which accepts the assignment. If the reserved goods are sold by the customer together with other goods not owned by the supplier without or after processing, the claim from the resale shall only be deemed to be assigned to the value of the reserved goods.

- 12.5. The customer is entitled to collect claims from the resale until the vendor can revoke them at any time. However, he is not entitled to dispose of such claims, in particular to assign them, to pledge them or to use them for security purposes. The customer is obliged to provide the supplier with the necessary information and documents, in particular the debtors of the assigned claim, to notify the supplier of the assigned claim for payment, and to notify the latter of the assignment at the supplier's request. The supplier is entitled to notify the debtors of the assignment in the name of the customer. As long as the customer duly fulfills his payment obligations, the Supplier will not assert the claims himself and will not revoke the collection authorization.
- 12.6. In the case of a seizure or other impairment of the supplier's rights by a third party, the customer must point out the supplier's reserved ownership and immediately notify the supplier in writing. The customer shall be liable to the supplier for costs arising out of court or extrajudicial costs in this context, which the third party does not reimburse.
- 12.7. The supplier is entitled to declare withdrawal from the contract in accordance with statutory provisions if the customer is in breach of contract, in particular in the event of non-compliance with payment obligations, and / or to demand the goods due to the retention of title. The requirement to surrender does not at the same time include the declaration of withdrawal; The supplier is just as entitled to reclaim the goods and to reserve a rescission. The Supplier may only assert such rights in the event of default on the part of the Customer if the Customer has previously set an appropriate payment period for the Client without success or is not required to do so in accordance with the applicable legal requirements.
- 12.8. The supplier shall, upon his choice, release security rights if and insofar as the value of the securities existing in favor of the supplier exceeds his outstanding claims by more than 20%.

### **13. General**

- 13.1. In so far as the agreements between the parties or these General Terms of Delivery contain ineffective regulations or regulatory gaps, the parties will agree legally effective arrangements which they would have agreed upon in accordance with the economic objectives of the contract and the purpose of these general terms of delivery provided that the parties fail to Regulatory gap.
- 13.2. The customer agrees with each business transaction of the data storage necessary for the execution of the commercial business process. Data of the customer are only stored to the extent necessary and not passed on in accordance with the Data Protection Act.
- 13.3. All digital documents, images, presentations, product catalogs, brochures or advertising by digital or printed media provided by UEBEX are to be regarded as intellectual property of UEBEX and may only be copied or reused after written approval. Once approved by UEBEX, these documents will only be used for approved purposes.
- 13.4. The exclusive jurisdiction for all legal disputes between supplier and client is the supplier and is, depending on the company location, Vienna or Hamburg. Austrian or German law applies (also depending on the company headquarters).

