

Terms of Delivery – Laaber Gesellschaft m.b.H., IZ-NÖ-Süd Straße 1 Objekt 1, 2355 Wr. Neudorf, Austria

1. Liability

- 1.1. All deliveries and services are subject to the hereinafter terms unless otherwise agreed in written form. Changing or annulling particular terms does not abridge the remaining terms. By placing an order the purchaser accepts these terms. The terms are accepted even in case of conflicting ordering terms by the purchaser which are overruled by these terms.

2. Extent of the obligation to supply

- 2.1. The extent of the obligation to supply is determined by our written confirmation of order. We generally are allowed to deliver partially.
2.2. We reserve the right of technical changes which are explicitly accepted by the purchaser as long as the functionality of the delivery item remains unaffected.

3. Prices

- 3.1. All prices are ex stock Wiener Neudorf. The cost for packaging have to be carried by the purchaser. In case the mode of delivery is not explicitly agreed, we choose the dispatch route seemingly the most favourable, however we cannot carry any liability therefor. The purchaser is charged separately for the transport and insurance costs.
3.2. The prices quoted in the offer or confirmation of order are quoted according to the purchase prices and the other costs (customs, freight and particularly monetary parities between our supplier country and Austria) at this time. In event of increases between the day of order and the day of delivery we reserve the right to increase our prices proportionally. This aims particularly for monetary parities.

4. Terms of payment

- 4.1. Unless other terms of payment were agreed in our confirmation of order, all deliveries have to be paid promptly after receipt of the invoice without any deduction by transfer to our bank account.
4.2. At delay of payment default interest and a reminder fee will be charged.
4.3. Withdrawing of payments due to warranty claims or other claims is not admissible.
4.4. At part deliveries the payment is due accordingly.
4.5. In case special terms of payment or draft agreements are not kept for whatever reason the due date is lost; viz. the total receivables will fall due.

5. Delivery time

- 5.1. The delivery time starts on the day on which the agreement about the delivery item (between the purchaser and us) is in our hands and the order has been written confirmed.
5.2. Vis major and other events beyond our control and foresight which cause an obstruction or delay of delivery prolong the delivery time. In this case the purchaser cannot enforce any claim.
5.3. Claims for compensation by the purchaser due to the delay of delivery are excluded. The purchaser may withdraw his order only in case of our delay of delivery and a culpable infringement of our obligation to supply after a written respite by the purchaser.
5.4. If goods that have been ordered from us and that were already transferred to our stock cannot be delivered because of reasons beyond our control we charge a warehouse rent of ½% of the invoice amount per started month. The billing and obligation to pay by the purchaser are the same as in case of effected delivery.

6. Transfer of risks

- 6.1. The risk is transferred to the purchaser as soon as the delivery left our stock or in case of third-party deals left the stock of our supplier. This applies for part deliveries as well as in case that we cover the cost for transport and installation.
6.2. In case of a delay in forwarding or delivery due to circumstances beyond our control the perils transfer to the purchaser with the notification of the readiness for shipment.

7. Notification of defects

We have to be notified of claims due to incomplete or incorrect deliveries or complaints due to apparent defects within 14 days after receipt of the goods in a written way. In case of defects that are discovered later we have to be notified immediately after discovery. Defects not notified in time are not covered by our warranty.

8. Warranty

- 8.1. We warrant a blameless operation for two years of equipment delivered from us and for three years of Norsonic products starting with the date of invoice. The warranty is restricted to defects that are beyond wear and tear or inappropriate usage. The warranty of equipment that is purchased from a sub-supplier is restricted to the warranty given by the sub-supplier.
8.2. The warranty is either repair or exchange of the complained equipment at our own choice. Claims for conversion or reduction are excluded. Exchanged parts become our property. All related charges, insurance and transport cost are at the expense of the purchaser. Any warranty expires in case of modifications or repairs of the equipment by third parties. If the equipment cannot be repaired in our own repair shop in Wiener Neudorf we reserve the right to forward it to sub-suppliers.
8.3. Any further claims exceeding the above warranty claims are explicitly excluded. Particularly any liability is excluded for consequential damages that may occur to the purchaser or third parties as a result of using defective equipment. The compliance with safety and construction regulations of any kind is in the responsibility of the purchaser.

9. Reservation of ownership

Until payment in full of the purchase price, we reserve right of ownership to the object of purchase. We are entitled to claim for restitution of equipment in our property any time. Not making use of this entitlement does not mean that we renounce the entitlement.

10. Compensation for damages

Claims for compensation for damages of whatever kind and for whatever legal foundation, for instance for delay, for indirect or direct damages or third party damages are excluded unless otherwise expressly agreed in a contract and as far as allowed by law.

11. Repairs

In the case of a repair we take responsibility for repair works in a correct way. However we take no liability for consequential damages that may result due to the lack of the equipment in any kind.

12. Place of fulfilment and place of jurisdiction

The place of fulfilment for deliveries and payment is Wiener Neudorf. The place of jurisdiction is the court having jurisdiction in Wiener Neustadt. However we are entitled to take action at the location of the purchaser's office or in case of the action on a bill at the payment location of the bill. Anyway Austrian law will be applied.