



General Terms & Conditions of Purchase

1. General

1.1 Our purchase orders are placed exclusively on the basis of our General Terms and Conditions of Purchase. Our General Terms and Conditions of Purchase shall apply to the entire business relationship, even if they are not expressly agreed in an individual case.

1.2 The validity of any differing general terms and conditions of the supplier is expressly excluded. By accepting the order, the supplier declares their agreement with our Terms and Conditions of Purchase. Our terms and conditions shall apply even if the supplier confirms an order deviating from them even if we do not expressly object to the differing confirmation.

1.3 Verbal or telephone orders shall become legally binding only when our written order is placed.

1.4 Business mail printed by data processing systems (e.g. purchase orders, invoices, statements of account) shall be legally binding even without a signature.

1.5 We draw the attention of our suppliers to the fact that we process and transfer their personal data exclusively for business purposes with the help of electronic data processing in accordance with the regulations of the Data Protection Act. By accepting our General Terms and Conditions of Purchase, the supplier also declares their consent for this.

2. Delivery

2.1. Deliveries shall be made free of charge to the place of receipt or to the shipping address stated in our order. The supplier shall bear the transport risk.

2.2. Every delivery must be accompanied by verifiable delivery notes. In addition, in the case of drop shipping a detailed dispatch note or copy of the delivery note must be sent to us in good time. Delivery notes and dispatch notes must not contain pricing data.

3. Delivery time

3.1 The agreed delivery dates and delivery periods shall be binding. Any delays in delivery that nevertheless occur must be notified to us immediately when they become known. Failure to comply with agreed delivery periods and delivery dates shall entitle us to claim damages and to withdraw from the contract after setting an additional period. In the case of transactions for delivery by a fixed date, we shall be entitled to withdraw from the contract immediately (without setting an additional period). We may claim damages even if we have accepted late deliveries without reservation.

3.2. We shall not be required to accept partial or multiple deliveries that have not been expressly agreed. The same shall apply if goods are delivered before the agreed delivery date. If necessary, we shall be entitled to return the goods at the expense and risk of the supplier or to store them with third parties.

4. Payment

Unless otherwise agreed, payment shall be made within 21 days of delivery/service and receipt of invoice less 3% discount or 60 days net.

5. Invoices

All invoices must be submitted to us separately for each purchase order, quoting our purchase order number.

6. Prohibition of assignment

Assignment of the supplier's claims against us without our prior written consent is not permitted.

7. Material defects

7.1 The supplier's deliveries and services must comply with all statutory regulations, relevant standards and the recognized rules of technology. In particular, the supplier shall be responsible for the quality of materials used, professional design and execution of the goods delivered by them and for the specified or agreed performance.

7.2 In urgent cases, or if the supplier does not fulfill their warranty obligations immediately after a corresponding request from us, we shall be entitled, at the supplier's expense, to repair or replace defective parts and to remedy any damage caused or to commission third parties to carry out such measures.

7.3 Warranty claims shall become statute-barred after 66 months from the date of the delivery if goods and services are used for a building. Otherwise, claims for defects shall become statute-barred 30 months after the date of delivery. If acceptance has been agreed for services, the date of acceptance shall apply instead of the delivery date.

7.4 Notifications of defects shall be deemed to have been made punctually as defined by § 377 UGB (Austrian Commercial Code) if obvious defects are notified to the supplier within 3 weeks after assembly or processing of the goods, or in the case of hidden defects within 3 weeks after discovery.

7.5 The supplier undertakes to notify us immediately of any product defects of which they become aware and to reimburse us for all costs arising in this way, in particular the costs of a recall campaign. All documents necessary for the defense against claims by third parties must be made available to us immediately. If the supplier is not the manufacturer or importer, we must be told who the manufacturer or importer is. The delivery must be accompanied by a readily understandable instruction document that indicates any dangers associated with the supplied product. If claims are asserted against us by third parties due to damage suffered - in particular within the scope of the PHG (Product Liability Act) - the supplier shall be required to indemnify us against all claims and actions and to engage as a secondary intervenor in legal proceedings on our side. The supplier must take out adequate liability insurance to cover any claims under the PHG and shall offer us the assignment of claims from this insurance in the event of loss or damage. The insurance policy must be submitted to us upon request.

8. Defects of title

8.1 The supplier shall be liable for all damages and disadvantages that we incur from the infringement of third-party industrial property rights, in particular as a result of processing, resale, use or installation of the delivered goods.

8.2 Claims due to defects of title shall become statute-barred after 30 years from the date of delivery or acceptance.

9. Drawings, models, tools, documentation

9.1. Drawings, models, tools etc. that we provide to the supplier for the manufacture of goods to be supplied to us must not be used for other purposes, duplicated or provided to third parties; they shall remain our property and must be returned to us after completion of the order.

9.2. Products that have been manufactured according to documents designed by us or according to our specifications or with our tools or replicated tools must not be used by the supplier on their own behalf or offered or delivered to third parties.

9.3. Tools that we have lent to the supplier must be handled and stored with care by the supplier and must be kept ready for use in accordance with the latest drawings. The supplier must insure the tools against fire, theft and other damage at their own expense.

9.4. Models and tools that the supplier produces or has produced for us and invoices to us are our property and are to be transferred to us on request.

9.5. The technical documentation counts as part of the order and consists of the operating instructions, a description of the system (functional description), design data, maintenance and care instructions, troubleshooting/repair, warranty, spare parts list and drawings. The technical documentation is to be supplied 2x on paper and 1x on CD. All CAD drawings must be created in Autocad 2002 or Autocad 2007.

All rights, such as patents and developments, belong in their full scope to Tiroler Rohre GmbH. The supplier/customer is subject to the duty of confidentiality.

10. Place of performance, place of jurisdiction and applicable law

10.1 The place of performance for deliveries and services shall be the place of receipt or the place of use specified by us; in case of doubt - or if no such location is specified - Hall in Tirol.

10.2 The exclusive place of jurisdiction for the assertion of all mutual claims shall be the court that is has jurisdiction for Hall in Tirol.

10.3 Austrian law shall apply exclusively, but excluding the standards that refer to foreign law or international contracts or agreements.

Hall in Tirol, July 2013

Tiroler Rohre GmbH