

General Terms and Conditions of Business

1. GENERAL POINTS

These general terms and conditions apply for all offers, orders, contracts, deliveries and other services provided by the company FUCHS. These conditions are binding for all the current and future business transactions of the company FUCHS, even if, e.g. in oral and telephone orders, no explicit reference is made to them. The client accepts these conditions, if by no other means, through the acceptance of goods and services. Declarations to the contrary made by the client are legally invalid. General terms and conditions of the business partner are expressly excluded for the whole business relationship. Provided no other agreement is made, the legal provisions applicable between registered traders shall apply. Austrian law is applicable. Should sections of these General Terms and Conditions of Business be completely or partly invalid, this shall not affect the validity of the other sections. An invalid provision is deemed substituted by such valid provision as comes closest to fulfilling the economic purpose of the invalid provision. Mistakes, printing errors and modifications are expressly excepted.

2. ORDERS

Orders are accepted orally, by telephone or in writing, acceptance by the company FUCHS will only be confirmed in writing at the express wish of the client (which in the case of written orders must be noted on the order sheet). The commissioned order is created upon acceptance of the order by the company FUCHS, in any case upon fulfilment of the order. For orders with a net goods value of less than EUR 100.00 a low quantity surcharge of EUR 20.00 plus VAT will be charged. Independently of the low quantity surcharge, for quantities smaller than our catalogued package units a charge of EUR 5.00 plus VAT will be made per item.

3. DELIVERY

Transports to the company FUCHS and back in connection with sample commissioned orders or in the case that warranty or guarantee rights are asserted and all other returns are carried out at the expense and risk of the client. Complaints due to transport damage must be reported by the client immediately after receipt of the delivery by way of registered letter.

Provided no other agreement is made delivery is made free domicile from a net goods value of EUR 250.00, for lesser values freight forward. In the case of free domicile deliveries the company FUCHS will select the form of transport most economic for them. If there are no shipping instructions on your side, the company FUCHS will select the most economic form of transport for freight forward deliveries too; the costs will be charged to the client on the invoice. Express deliveries are always made at the expense of the client.

4. DELIVERY TIME AND CONDITIONS OF DELIVERY

For catalogue goods generally at short notice. In the case of custom-made products the agreed delivery period applies. The delivery period begins when the technical and business details of the order are clarified in the course of order confirmation. Compliance with the delivery period requires timely receipt of all documentation relating to the order by the purchaser and compliance with the agreed payment conditions and other obligations. If the purchaser does not comply with the above points in good time then the company Fuchs is not liable for late deliveries. Unforeseen events, such as force majeure, mobilisations, war, war-like circumstances or other unrest, transport delays, strike or other production or transport disruptions and any other disrupting events release the company FUCHS from their obligation to deliver or provide services on time for the duration of the existence of such circumstances, even if these occur during a pre-existing delay; if these last for more than 60 days the company FUCHS is entitled to rescind the contract partly or completely. In this case damage claims are excluded.

5. PRICES

Non-binding, net plus VAT. The company FUCHS is entitled to charge the prices applicable on the day of delivery provided there is no express agreement to the contrary.

6. PAYMENT

In the case of orders consisting of several items, the company FUCHS is entitled to issue an invoice after delivery of each individual item. The client is not entitled to withhold payments due to incomplete delivery, guarantee or warranty claims, or other complaints. Furthermore the client is not entitled to set off claims of any kind against the claims of the company FUCHS. Payments by the client will first be used to settle interest, costs and expenses and then the oldest part of the claims – even if these relate to other contracts. Any allocation to the contrary by the client is invalid. In the case of partial payments, the payment target shall be deemed to have been missed upon late payment of an instalment. Agreements which differ from these payment conditions must be made in written form to gain validity and must be signed by an authorised signatory of the company FUCHS. In the case of late payment default bank interest p.a. will be charged.

7. RETURNS

May be made only with our consent, undamaged and freight free to Ybbsitz. Labelled return goods must be repackaged; the resulting costs are to be borne by the client. CUSTOM-MADE DELIVERIES cannot be returned under any circumstances.

8. NOTICE OF DEFECTS

The goods delivered by the company FUCHS are to be checked within 48 hours of receipt by the contractual partner for proper quality, contractual fulfilment and completeness (§377 of the Austrian Commercial Code (HGB)). Complaints must be made immediately in writing. After expiry of this time limit the goods are deemed accepted. Should a complaint prove unjustified then the client shall reimburse the company FUCHS all expenses thus incurred. Further claims of the purchaser against the company FUCHS and its vicarious agents, such as reimbursement of damage, lost earnings, contractual penalties, wages, waiting times, etc., are excluded.

9. RETENTION OF OWNERSHIP

The delivered goods remain the property of the company FUCHS (by retention of proprietary rights) until payment of all claims arising. Should the client default on his payment obligations or violate other contractual obligations then the company FUCHS is entitled, while maintaining the contracts, to demand the hand-over of all goods to which ownership is retained and to forbid their further utilisation. Furthermore the assignment of goods purchased from the company FUCHS – even those already paid in full – can be demanded as security and these may be seized until full settlement of all claims. The same applies if insolvency proceedings are commenced against the assets of the client, and if the client has actually ceased payments to the company FUCHS or his creditors approach the client for an extrajudicial settlement. The reclamation of the goods in and of itself does not constitute rescission of the contract. A separate declaration from the company FUCHS is required for this. The client must ensure at his own expense the proper storage and maintenance of the goods subject to retained ownership.

10. TECHNICAL MODIFICATIONS

The company FUCHS retains the right to make technical modifications to catalogued goods.

11. PLACE OF FULFILMENT AND JURISDICTION

The exclusive place of jurisdiction is deemed agreed as Waidhofen an der Ybbs, Austria for both contracting parties.

12. ASSIGNMENT BAN

Any assignment bans expressed in "general terms and conditions of business" of clients of the company FUCHS and all other contractual conditions concerning the assignment of claims are deemed unwritten.

13. LIABILITY AND DAMAGE COMPENSATION

The company FUCHS is liable for damages to the extent that the company FUCHS can be shown to have acted deliberately or with gross negligence. Any more extensive liability, in particular for consequential damage, is excluded. Liability for property damage in line with the Austrian Product Liability Act (PHG) is excluded for all companies of the corporate group FUCHS which are involved in the production and marketing, provided the damage is not suffered by a consumer. In the case that products supplied by FUCHS are sold on or if this product is incorporated into another product, then the client is obliged to bind the buyer to observe these provisions.