

General terms and conditions of sale and delivery

1. Scope of application

Unless expressly agreed otherwise, the general terms and conditions provided to the contractual partner apply to all our offers, deliveries and services. (<https://www.ehg-stahl.com/de/rechtliches/agb.php>)

These take precedence over any purchasing conditions the customer may have in place, even if these conditions do not expressly contradict the conditions of the contractual partner. Actions taken on our part to perform the contract do not constitute consent to contractual conditions that differ from our general terms and conditions.

2. Offers and conclusion of contract

All offers are non-binding. Contracts shall be deemed to be concluded once we have confirmed the customer's order in writing or the order has actually been fulfilled. The information and data in the written order confirmation shall apply.

3. Prices

Unless expressly agreed otherwise, all our price lists and price information are non-binding. All prices are given without deductions, and exclusive of VAT, freight costs, costs for packaging and factory certificates, or any other surcharges. Due to fluctuations in the market and cost of raw materials, prices are subject to constant change. For all taxes, additional costs and surcharges, the relevant tariffs shall apply as they stand on the day of delivery. For small orders, minimum item values and minimum order values shall apply. To determine the weight and therefore the price of an order, the order can either be weighed or the amounts can be calculated theoretically based on current trading practices.

4. Terms of payment

Unless expressly agreed otherwise, payment must be made free of charge within 8 days. In the event of a default in payment, any discount agreements shall become invalid. We reserve the right to charge interest and reminder fees. In addition, we also reserve the right to withdraw from existing contracts and to claim for any damages. The customer is obliged to provide suitable collateral in the event of a default in payment, and authorises us to offset all our own liabilities and those of third parties (i.e. debt incurred or assumed by us) against the outstanding claims, including where there is no reciprocal agreement in place and no defined due date. Authorised claims shall only entitle the customer to withhold the corresponding part of the invoice amount.

5. Retention of title

The goods shall remain our property until the purchase price and all costs and expenses have been paid in full.

In the event of a default in payment, we are entitled to assert our rights as per the retention of title. Resale is only permitted if we have been informed of this well in advance and if we agree to the sale. In the event that we do grant consent, claim for the purchase price shall be deemed to be assigned to us once authorisation has been given to notify the third-party debtor. In the event of multiple claims, payments are primarily allocated to those claims that are not guaranteed by retention of title or other means of security.

We reserve title to all goods sold until all of our current and future claims have been paid off in full. (Extended retention of title, e.g.: Germany)

6. Delivery

We deliver goods of commercial quality but do not guarantee their suitability for any specific purpose. The applicable technical standards are those of the country in which the seller is based. The fulfilment of the customer order is subject to correct and timely delivery by our factories and suppliers. We assume no liability for any service disruptions of our sub-suppliers.

Unless expressly agreed otherwise, delivery shall be made directly from the factory or warehouse. From this point on, the customer bears the risk and costs.

The goods are generally delivered without packaging. If necessary to protect the goods or the transport vehicle, we use packaging in line with commercial standards. Packaging costs shall be billed according to the tariffs that apply on the day of delivery.

When dispatching the goods, the most appropriate means of transport shall be selected at our discretion. Goods are transported in line with the standard commercial options for shipping steel and metal semi-finished products. Transport cost contributions shall be billed according to the tariffs that apply on the day of delivery. In some cases, orders may be delivered in partial deliveries. The customer is obliged to accept deliveries that are slightly under or over the order quantity.

If the goods are loaded by the customer, then the customer is responsible for complying with legal regulations and shall indemnify and hold us harmless in this respect.

In the event of a default in acceptance, we reserve the right to invoice for the goods and to charge the customer for any storage costs.

7. Delivery dates

The delivery date specified by us refers to the day of delivery from our warehouse or the day from which the goods will be ready for collection. All information about delivery dates is subject to correct and timely delivery by our factories or sub-suppliers and is therefore non-binding.

For withdrawal from the contract due to late delivery, a grace period of 4 weeks applies. This must be done in writing and sent by recorded delivery.

In the event that the customer does not meet their payment obligations, delivery dates shall be suspended until these obligations are met.

8. Returns

The customer has no right to return the goods. All returns must be agreed separately. We will only accept returns of clearly identifiable, unprocessed materials in the original factory condition. The conditions for returns shall be based on the provisions and tariffs that apply on the day of collection.

9. Notification requirement, warranty, damage compensation, reverse onus

Within 7 days of receipt and prior to processing, the customer is obliged to check the delivered goods, to notify us of any defects in writing, and to provide samples of the material. Damages incurred during transport are to be reported to the courier. For defects that are not immediately visible, the customer must also inform us within 7 days of becoming aware of them.

The maximum warranty period and period for submitting claims for compensation expires six months from the date of delivery.

Goods are only guaranteed within the scope of the warranty claims to which we are entitled against manufacturers and sub-suppliers. It is at our discretion whether claims are met via replacement delivery, price reduction or conversion.

We assume no liability for property damage and financial damage resulting from slight negligence. All claims are limited to the amount of the invoiced value of the goods. We assume no liability for further consequential damage, in particular loss of profits.

In all cases, the customer is obliged to provide evidence of the existence of a defect upon delivery and to provide evidence of our alleged fault. The regulations regarding presumption as per Section 924, sentence 2 of the Austrian Civil Code, and reverse onus as per Section 1298 of the Austrian Civil Code, are therefore excluded.

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10. Impossibility

All information on prices and delivery dates is subject to correct and timely delivery by factories and sub-suppliers and is therefore non-binding. If, after conclusion of the contract, our performance of parts or all of the contract becomes temporarily or permanently impossible through no fault of our own – in particular due to force majeure, but also due to strikes, major operational disruptions, a shortage of raw materials, epidemics/pandemics – then we shall no longer be obliged to fulfil the contract. We reserve the right to withdraw from the contract or parts of the contract.

11. Contestation of contract

The customer waives the right to contest any contracts concluded with us on the grounds of errors or laesio enormis.

12. Data protection, addresses and copyright

The customer shall notify us without delay of any changes of address without prompting. If the customer fails to notify us of any changes, all information shall be deemed to have been received, even if it was sent to the previous address.

The customer agrees that the customer's data, including any personal data, may be stored, processed and used by us for internal purposes, in compliance with the statutory provisions.

Plans, technical documents, samples, catalogues, illustrations and brochures are our intellectual property. The customer shall not acquire any rights to this property.

13. Place of performance, law and jurisdiction

The place of performance is our company headquarters. The contract is subject to Austrian law. The application of UN sales law is expressly excluded. The language of the contract is German. All disputes arising from the contractual relationship with our customer shall exclusively fall within the jurisdiction of the court of Dornbirn, Austria.

14. Final provisions

Should individual provisions of these terms and conditions be ineffective, this shall not have any bearing on the effectiveness of the remaining provisions. In this instance, the contracting parties will agree on a new provision that resembles the original provision as closely as possible.

As of January 2021