

General Terms and Conditions of Purchase and Order

1. General, scope

Unless expressly agreed otherwise, all purchases from our contractual partners shall be governed exclusively by these Terms and Conditions of Purchase and Order. We do not recognise any conflicting or deviating terms and conditions of our contractual partners. Our Terms and Conditions of Purchase and Order shall also apply if we accept the delivery without reservation in the knowledge of contrary terms and conditions.

By accepting our order, our Terms and Conditions of Purchase shall be deemed to have been accepted. Deviations from or side agreements to these Terms and Conditions of Purchase and Order shall only be effective if confirmed by us in writing.

2. Offers, orders and contract conclusion

Unless expressly agreed otherwise, all offers made by our contractual partners shall be binding for at least 30 days.

Orders shall only be valid if they are placed in writing. Our orders are binding for a period of one week.

Orders must be confirmed in writing by the supplier within one week. If the order confirmation is received after the one-week binding period has expired, this shall constitute a new contract offer.

The order number and order date must be stated in all correspondence, invoices and shipping documents.

Drawings and any other documents attached to the order shall be deemed to be a binding part of the contract.

3. Price

Unless expressly agreed otherwise, all prices are fixed and include everything that the supplier has to perform in order to fulfil their delivery and service obligation. The price stated in our order is legally binding, errors excepted. Subsequent price changes or cost transfers of any kind are not permitted.

Unless otherwise agreed, the agreed prices are "delivered duty paid" in accordance with the DDP clause. The prices shall include all services associated with the delivery of the items, i.e. in particular packaging and transportation to the place of business of EHG Stahlzentrum GmbH & CO OG, Wallenmahd 54, 6850 Dornbirn, or to any other destination agreed in writing. The supplier shall bear all taxes, fees, charges, customs duties and other costs.

4. Delivery time

Agreed delivery periods shall commence on the day the order is placed. The supplier shall be deemed to have complied with the delivery period or date agreed in the order if the delivery arrives at the place of destination within the period or by the date agreed or, in case it has been agreed, if we have received written notification that the goods are ready for dispatch. Potential delivery delays shall be promptly notified in writing, stating the expected delay in delivery.

If agreed delivery dates are not or only partially met, we have the right to terminate the contract in part or in full, without granting a grace period, or to demand fulfilment of the order or parts of the order at a later date. We shall also be entitled to claim for damages, in particular for reimbursement of additional costs from price differences and replacement purchases.

The acceptance without reservation of the delayed delivery does not constitute a waiver of claims for damages.

5. Delivery and performance

The delivery must correspond precisely to the order in terms of the quality of the goods and the price.

The supplier is responsible for checking and complying with the applicable legal requirements and obligations, in particular taking into account the following EU regulations and directives as well as any updates, and their implementation in national law:

(EC) No. 1907/2006 (REACH)
2011/65/EU & (EU) 2015/863 (RoHS)
(EU) 2017/821 (Conflict minerals)
2008/98/EC (Waste Framework Directive)

Advance or partial deliveries are only permitted with our written consent.

Excess and short deliveries are only permitted within the typical commercial scope of 5%.

Transport to the place of destination shall be at the supplier's expense and risk.

The place of delivery shall be our place of business or the destination specified in the order. The handover of the merchandise for delivery may only take place at the designated storage locations.

Each delivery shall be accompanied by a delivery note. This delivery note must contain the standard commercial details, in particular order number, exact description of the goods, quantity delivered, dimensions, weight, packaging. The above information shall also be stated on consignment notes and/or other documents accompanying the goods in the case of deliveries by forwarding agents. If the supplier fails to provide this information in whole or in part, any delays or additional costs shall be borne by the supplier.

Complete delivery shall include the transfer of the factory certificates and all other associated documentation, such as supplier's declarations, certificates of origin, etc. The contractual performance shall not be deemed fulfilled and payment shall not be due until the complete documentation has been handed over.

Insofar as the supplier is legally required to take back packaging, they shall collect it at their own expense.

If damaged goods are delivered, the contract shall not be deemed fulfilled and the supplier shall be in default. We shall be entitled to claim damages in the event of such default on the part of the supplier.

6. Rights in the event of defects

In the event of a material or legal defect, we shall be entitled to the statutory defect rights and the claims listed in Section 4(2). The duty to inspection and objection according to Sections 377 and 378 of the Austrian Commercial Code (UGB) and the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply and is excluded by mutual agreement.

Our incoming goods inspection is limited to checking the delivery note details, checking the number of units delivered and checking for transport damage that is clearly visible on the exterior of the transport packaging. Hidden defects shall be notified to the supplier within a reasonable period of time after they have been identified and properly assessed.

In the event of objections due to defects, the supplier undertakes to submit a written statement with an analysis of the defect within 14 days of the complaint. If the initial analysis necessitates a return or sample delivery to the supplier, they shall carry out a final fault analysis within 14 days of receipt of the sample. If the supplier does not respond within the specified time, we shall charge the supplier a processing fee for each additional reminder.

In deviation from statutory warranty rights, we shall be entitled to remedy any damage incurred at the supplier's expense.

The statute of limitation is three years from delivery.

The supplier shall indemnify and hold us harmless for any and all claims for damages or product liability brought against us by our customers in connection with the delivery of defective goods by the supplier.

We shall in any case retain the right to assert our further statutory rights (e.g. compensation for damages, appeal against error, etc.).

7. Payment, assignment, offsetting

Unless expressly agreed otherwise, payment shall be made with a discount of 2% of the invoice amount or within 90 days of receipt of the goods and invoice without deduction.

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Payment and discount periods shall be counted from receipt of the invoice, however not before receipt of the goods and the associated documents.

Payment for the goods shall not constitute acceptance that the goods are in order nor a waiver of the right to assert claims.

In case goods are delivered which are defective, we are entitled to refuse payment of the purchase price for the entire delivery concerned.

The supplier authorises us to set off all our own claims and claims of third parties assumed by us against open liabilities, irrespective of the lack of reciprocity or the due date.

The supplier may only assign their claim to the purchase price with our prior consent. We shall also be fully entitled to rights of set-off and retention in the event that a claim is assigned.

8. Confidentiality, proprietary rights, data

The supplier undertakes to treat the information provided by us as confidential, even after the business concerned has been completed.

The supplier shall be liable for ensuring that the delivery of the goods does not infringe any protective or proprietary rights of third parties.

The supplier agrees that, insofar as this is necessary for the business transaction, their data may be stored and processed.

9. Place of jurisdiction, applicable law

The exclusive place of jurisdiction for all disputes arising from this contractual relationship shall be Feldkirch, Austria.

Our Terms and Conditions of Purchase and Order and all legal relationships between the parties to the contract shall be governed by Austrian law. If the supplier is domiciled outside Austria, the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall apply. Questions of law which are not governed by this Convention, or which cannot be determined on the basis of its principles, shall be governed by Austrian substantive law.

As of January 2021