

Terms and Conditions

1 Applicability

These terms and conditions apply to all business activities of Dämmtechnik Handels GmbH unless their application is prevented by the nature of the case or other written agreement. Any changes to these General Terms and Conditions shall require the explicit consent of Dämmtechnik Handels Ltd. The Buyer hereby waives any claim to their own conditions of purchase.

2 Delivery

The delivery is generally optional. Delivery will be made on the date specified in the contractual purchase order unless there are any circumstances that are beyond the control of Dämmtechnik Handels GmbH. The delivery agreements rely on the timely delivery by our suppliers. Delivery obligation does not apply if for any reason the supplier is unable to meet delivery dates. The Buyer is not entitled to withdraw from the contract as a result of delivery delay, and explicitly waives any claim for damages against Dämmtechnik Handels GmbH Ltd. The delivery time begins on the date of the final order confirmation, however not before all details have been completely clarified. The agreed delivery time is extended by the period during which the Buyer is experiencing a delay under this or any other contract. The Buyer cannot reject partial deliveries. Damage claims by the Buyer for non-fulfillment or late fulfillment is repudiated. The Buyer incurs risks and costs associated with delivery unless free freight was agreed.

3 Prices

The current valid price list can be changed at any time. The prices for original packaging or containers are subject to change on a mutual basis and stated in Euros excluding VAT.

4 Payment

The payment made within 14 days after invoice date is subject to 2% discount or within 30 days after invoice date the net price is to be paid. Returns are only accepted upon our prior consent. There will be a handling charge of 10% of the invoiced amount due, if there is no fault of the seller. In case the Buyer does not comply with the terms of payment the seller is entitled to retain an interest rate of at least 3% above the normal bank rate without any special notice.

5 Retention of title

Delivered goods remain property of the Seller until the payment has been completed. This also applies to the case when the purchase price is paid for certain goods deliveries. The retained property serves as security for an outstanding invoice. Cheques or bills of exchange issued by the Seller to the Buyer serve as security for the payment of the items from a non-submissive claims of the seller. The retention of title does not become effective until all the bills and cheques have been cashed.

6 Liability

There is no liability for direct or indirect, incidental or deliberate damages that occurred as a result from the use of faulty performance of the products supplied by Dämmtechnik Handels GmbH.

7 Jurisdiction

The place of jurisdiction is Vienna

Vienna, July 2012

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