I. Welding Products
Scope (1)
(1) The following Terms and Conditions apply to all business relationships with customers, unless otherwise expressly stipulated in writing. The version valid at the time of concluding the contract applies.

Obligation to accept, storage period and storage costs (7)
(1) The customer commits himself to accepting the delivered products at the contractually agreed delivery terms and conditions within 14 calendar days, otherwise the customer is in default of acceptance.
(2) In the event that the customer unjustifiably refuses the acceptance of the goods, he must also bear storage costs, in accordance with his outstanding payment obligations.

Goods are deemed accepted three months after our notice of readiness to despatch, and the total purchase price becomes due at this point. Storage costs and any additional costs shall be charged to the customer from the 14th day after the goods were declared ready for dispatch, but were not yet transferred to or collected by the customer.

Long-term and call-off contracts (8)
(1) All open-ended contracts can be terminated by either party with a notice period of 3 months.
(2) In the event that, in connection with long-term contracts (contracts with a duration of more than 4 months and generally open-ended contracts), there is a change in the cost of labour, material or energy, each contract partner is entitled to demand negotiations for a new price adjustment.

In connection with call-off orders, the customer must inform us, in written, of the definitive quantity at least 2 months prior to the delivery date, unless otherwise agreed. Additional charges caused by the customer, relating to a delayed call-off or a later change of the call-off destination or quantity shall be borne by the customer, i.e. these will not be included in our calculations. The customer shall be obliged to accept the goods on the day when the validity period expires and the agreed purchase price becomes due.

Delivery Periods (9)
(1) We are entitled to effect partial deliveries. The contracting parties agree that partial deliveries do not entitle the customer or serve as recognition of the partial delivery or partial settlement, and the customer retains the right to demand negotiations for a new price adjustment.

The customer is only entitled to withdraw from the contract when the delay in the delivery date is attributable to gross negligence on our side, and he has conceded us, but unsuccessfully, a reasonable period of grace for the delivery. The withdrawal from the contract must be notified by registered letter.

Retention of Title (10)
(1) We retain title to the goods until full payment of the purchase price has been made. The customer must immediately notify us in writing of any seizure of the goods by third parties, in particular of enforcement measures, damage to, or destruction of the goods.

We are entitled to withdraw from the contract and to demand handover of the goods in cases of breach of contract, in particular in the event of a delay in payment. The customer is entitled to resell the goods in the course of his ordinary business. The customer henceforward shall hold the purchase price as security on our behalf, and he undertakes to make a corresponding remark in his books or invoices. We herewith accept this assignment. Following this assignment, the customer shall be entitled to collect the amounts due from third parties on our behalf. The customer shall be entitled to collect the receivables ourselves if the third party is in default of payment.

(2) If the goods are processed by the customer, we acquire co-ownership of the new item proportionally to the value of the goods delivered by us. The same shall apply if the goods are processed or mixed with other objects which do not belong to us.

Warranty (11)
(1) In cases of defective goods, we shall provide warranty for the defect, at our choice, by way of improvement or ex-change. If an improvement or ex-change is not possible, or has failed, the customer shall be entitled to demand a price reduction or, when it is not a minor defect, to rescind the contract.

Minor deviations from quality, form, colour, weight or design, that are technically unavoidable, are or in line with commercial practice, are not deemed defects and may not be claimed against. The same applies to deliveries based on samples and specifications. Damaged packaging falls under minor defects and does not convey the right to refuse acceptance.

In cases in which the buyer is entitled to issue notices of defects, such notices must be given, in written, within 14 days after the delivery of the goods; otherwise the assertion of a warranty claim is excluded. Hidden defects must be reported, in writing, immediately upon discovery and any processing must be terminated. The notice of defects must be specified exactly.

The warranty period for the goods is 12 months from the date when the risk has transferred to the customer. This period also applies to hidden defects. Assumption of defects at the time of delivery shall be explicitly excluded.

In the event of hidden defects that were notified in time, the customer shall be obliged to give us an opportunity to review the delivery in question within a reasonable period of time.

We offer no guarantees to customers as defined in law. Unless otherwise contractually agreed, we do not warrant or accept any liability for the characteristics or the usability of the goods for a specific purpose, other than those explicitly agreed to by us.

II. Storage
Scope (1)
(1) The customer bears the risk of the loss and accidental deterioration of the goods from the moment of the handover of the goods, in accordance with the agreed Incoterms 2010.

Storage instructions for products (5)
(1) Under no circumstances shall the customer be liable to store our products properly and is conversant with our product storage conditions. Improper storage results in our warranties and liabilities becoming null and void. The storage conditions can be found on our website under ‘Storage conditions’.

Use of products (6)
(1) The customer is the proper user of our products. Improper use leads to exclusion of any liability and warranty. When using the products supplied by us, the customer is obliged to observe the technical regulations, technical regulations, operating and user instructions that protect against dangers.
Liability (12)  
(1) Other than in those cases provided for by the Product Liability Act, our liability is lim-
ited to the costs of repairing or replacing the goods, or to a reimbursement of the pur-
chase price. 
(2) Liability for slight negligence is excluded, such as, but not lim-
ited to, compensation for consequential damages, financial loss, loss of interest, loss of
profit and damages from claims of third parties against the customer are excluded.
(3) The above limitations of liability do not apply to injury to body or health, or loss of
the customer’s life.
(4) To the extent permissible by law, joint and several liability, irrespective of their legal
foundations, is limited to the total net value of the order of the individual shipment related to
the damage (excl. any surcharges for transport, packaging, storage or duties).
(5) To the extent permissible by law, all rights to claim for compensation cease 12 months
after becoming aware of the damage and of the injuring party.
(6) Technical consultations and information about processing and using our products and
services and we provide free of charge are deemed a service without commitment, and for
which we assume no liability.
(7) We are only liable for our own content on the company’s website. In the event that we
provide links to other websites, we are not liable for the third party content included in such
websites. In the event that we obtain knowledge of illegal content on external websites, we
shall immediately block access to such sites.
Nondisclosure (13)  
(1) The customer shall exclusively use all documents and knowledge that we declare as
confidential and in whose confidentiality we are obviously interested, which he obtains in
the course of our business relationship, for the jointly pursued purposes and treat them
with the same care towards third parties that he would use in the treatment of his own doc-
uments and knowledge.
Data protection (14)  
(1) To comply with the data protection obligations, we refer to our privacy policy, availa-
able at https://www.voestalpine.com/welding/Data-Privacy in the currently valid version.
Force majeure (15)  
(1) In the event that circumstances change under which the contract has been concluded,
or events of force majeure occur that include, without limitation, natural catastrophes,
public utopia, breakdown of machinery, interruption of operations of any kind, strike, lockout in
our own company or in companies related to the fulfillment of the performance, or
hindrances due to official directives, or sanctions by international author-
ities, for any cause that would make the delivery unreasonably difficult or impos-
sible, relieve us of our duty to perform for the duration and the scope of the impact of such
disturbances, or entitle us to withdraw from the contract entirely or from that part that has
not yet been fulfilled, without the customer having the right to raise legal claims against us.
Export controls (16)  
(1) Our goods and services are supplied with the provision that their delivery is not imped-
ed by national or international regulations, especially export control regulations such as
embargos or other sanctions.
(2) The customer commits to not selling the products to third parties of whom he has rea-
son to assume will disregard such regulations or circumvent them. Upon request, the cus-
tomer must provide us, without delay, all required information, especially as regards the
final recipient, final destination and end-use of the goods or services.
(3) The customer (ordering party, consignee) commits to not using the goods, neither di-
rectly nor indirectly, in any way in connection with the development, production, handling,
operation, maintenance, supply, detection, identification or dissemination of chemical,
biochemical, or nuclear weapons, or other nuclear explosive devices, or the development,
production, maintenance or storage of missiles capable of delivering such weapons, un-
less he holds the required official licenses for these purposes.
(4) The customer also undertakes to ensure that the items are not put either directly or in-
directly to a military end-use in in the People’s Republic of China, or in a country which
is subject to an arms embargo pursuant to section 5 para. 2 of Regulation (EC) No.
423/2009 and which is included in the current lists of the European Commission of coun-
tries subject to arms embargos, unless he holds the required licences.
(5) In addition, he undertakes to be in possession of the required authorisations in ac-
cordance with applicable Standards of applicable Foreign Trade Act as well as applicable
Foreign Trade Regulations.
(6) The customer (purchaser, consignee) commits to neither directly nor indirectly selling,
exporting, re-exporting, supplying, transferring or making the supplied goods otherwise
available to persons, companies, institutions, or organisations, or in countries when this
would contravene European, UN-, or to the extent applicable, US (re-)export regulations.
(7) In the case of re-selling/transfer of the supplied goods, the customer (purchaser, con-
signee) commits to making his customer aware of all export-related regulations and to
passing on all obligations resulting therefrom.
(8) On request, the customer commits to issuing an end-use certificate and to sending the
original to us, in order to enable us to prove the end-use and intended purpose.
(9) The customer (purchaser, consignee) shall be liable to the fullest extent for any dam-
ages resulting to us from any culpable non-compliance with the above export regula-
tions by the customer (purchaser, consignee) and release us from any liabil-
ity towards third parties.
(10) Our offers, order confirmations, and the contract, as well as the fulfilment thereof, are
subject to us obtaining all required export or transfer licenses, or any other permits in
connection with export regulations or releases from the relevant authorities, and to there
not being other legal obstacles in connection with export regulations that we, as export-
ners are responsible for, for any of our supplies, must adhere to.
Compliance (17)  
(1) The principles and guidelines for a sustainable ethically, morally, and legally unobjec-
tionable behaviour in business, as defined in the latest version of the ‘Code of Conduct of
voestalpine AG’ and ‘Code of Conduct for voestalpine Business Partners’ are available under
http://www.voestalpine.com/group/en/group/compliance/, and are ex-
plitly deemed accepted by the customer, who supports their underlying principles and
regulations. In order to provide clear and severe breaches of the underly-
ing principles and regulations by the customer become evident, and which make a con-
trination of the business relationship untenable, we are entitled to terminate the contrac-
tual relationship for good reason and, therefore, with immediate effect. The customer
comits to holding us harmless of any damages and disadvantages resulting therefrom.
Warranty (18)  
(1) The place of performance of our goods and services is the location of our plant, and
therefore the exclusive place of jurisdiction is agreed to be the competent court in Singapore.
(2) However, we are also entitled, at our option, to initiate legal proceedings against the
customer at his legal domicile. The customer is obliged to refund any running and collec-
tion expenses, as well as those relating to pre-litigation. Incoterms 2010® and Singapore
law, under the exclusion of the International Conflict of Law Rules, under exclusion of the
Gazette 1988/16) apply.
(3) If one or more of the provisions become ineffective, the other provisions remain bind-
ing.
II. Special terms and conditions of sale for welding machines (19)  
(1) For deliveries and other services in connection with welding machines, the provisions of
the General Terms and Conditions of Sale (I.) shall apply, if the following provisions for weld-
ing machines do not deviate.
Warranty for welding machines (20)  
(1) If the customer registers the serial number of the welding machine and the address of the
customer at https://www.voestalpine.com/welding/Brands/Boehler-
Welding/Equipment/Warranty, we grant the customer a manufacturer’s guarantee of up to
5 years for welding machines in accordance with the guarantee conditions for welding ma-
chines available after registration on the above website. This guarantee period already
includes the warranty period for welding machines mentioned in section (20).
Provision of spare parts and replacement material for welding machines (21)  
(1) We guarantee a supply of spare parts and other replacement material of our welding
machines for 9 years from the date of order confirmation by us.
CE conformity of welding accessories (23)  
(1) We declare that our welding machines are CE compliant and labeled accordingly.
Software of welding machines (24)  
(1) We reserve all intellectual property rights, such as copyrights, trademarks, design rights,
patent rights, utility model rights, know-how, and non-patentable inventions, commercial
experience, company secrets, etc., regardless of when they are disclosed to the client.
III. Special terms and conditions of sale for welding accessories (25)  
(1) For deliveries and other services in connection with welding accessories, the provisions
of the General Terms and Conditions of Sale (I.) shall apply, if the following special provi-
sions for welding accessories do not deviate.
Warranty for welding accessories (26)  
(1) The warranty period for welding accessories is 24 months from the date when the risk
transferred to the customer. This period also applies to hidden defects.
CE conformity of welding accessories (27)  
(1) We declare that our welding accessories are CE compliant and labeled accordingly.

General Terms and Conditions of Sale of voestalpine Bohler Welding Asia Pacific Pte. Ltd.

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