Obligation to accept, storage period and storage costs (7)
(1) The customer commits himself to accepting the delivered goods at the contractually agreed location and any 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 compensate us for all support and storage costs, notwithstanding any guarantees.

The 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 handed over 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 reasonable price adjustment, taking into account the aforementioned factors.

(3) 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 charged to the customer as our calcula-
tions. The customer shall be obliged to accept the goods on the day when the validity pe-
niod expires and the agreed purchase price becomes due.

(4) In the case of call-off orders, all yet undelivered quantities of products ordered by the customer shall be delivered, at the latest, on the day when the validity period of the order confirmation expires.

Delivery Periods (9)
(1) We are entitled to effect partial deliveries. The contracting parties agree that partial deliveries of goods or services are deemed the subject of an independent contract separ-
ate from the order confirmation, and that they are subject to these General Terms and Conditions of Sale.

(2) Production-related deviations from the total order quantity of plus or minus 10% are permissible. The purchase price shall change according to the actual volume.

(3) Our liability for goods not delivered on time is explicitly limited to those cases in which we have confirmed the shipping date in written.

Unless otherwise agreed, the delivery periods shall be calculated from the date of the or-
der confirmation, and they are subject to the timely receipt of the input goods required by us. The delivery period shall be deemed fulfilled when the goods are shipped prior to the deadline, or the customer has been notified of the readiness of the goods for collection.

(4) The customer is only entitled to withdraw from the contract when the delay in the delay-
ery date is attributable to gross negligence on our side, and he has conceded us, but un-
succesfully, a reasonable period of grace for the delivery. The withdrawal from the con-
tract 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 sell the goods in the course of his ordinary business. The customer hence-
forth assigns to us all receivables to the full invoice amount, which are due him by the re-
sale of the goods to third parties, and he undertakes to make a corresponding remark in his books or invoices. We herewith accept this assignment. Following this assignment, the customer is entitled to collect the amounts due him. We reserve the right to collect the rece-
ivables ourselves if the third party is in default of payment.

(2) The customer is not allowed to process the goods nor mix them 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 exchange is not possible, or has failed, the customer shall be entitled to demand a price reduction or, when it is not a mi-
nor defect, to rescind the contract.

Minor deviations from quality, form, colour, weight or design, or that are technically una-
vailable, or are in line with commercial practice, are not deemed defects and may not be
claimed against. The same applies to deliveries based on samples and specimens. Dam-
aged packaging falls under minor defects and does not convey the right to refuse ac-
ceptance.

In cases in which the buyer is entitled to issue notices of defects, as provided by law, such notices must be given, in written, within 30 days after the delivery of the goods; oth-
erwise the assertion of a warranty claim is excluded. Hidden defects must be reported, in writing, within 30 days after discovery, limited to a period of 180 days after delivery and must be notified in writing.

(3) Also, it is granted a contractual warranty period for the goods of 12 months from the date when the risk has transferred to the customer. This period also applies to hidden de-
fects. Assumption of defectiveness at the time of delivery shall not be the basis of 
any warranty claim.

(4) 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.

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 exp-
plicitly agreed to by us.

Law (12)
(1) Our General Terms and Conditions of Sale are limited to intent and gross negligence. The liability for slight negligence, such as, but not limited 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.
The above limitations of liability do not apply to injury to body or health, or loss of the customer's life.

To the extent permissible by law, joint and several liability, irrespective of their legal grounds, 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).

To the extent permissible by law, all rights to claim for compensation cease 3 years after becoming aware of the damage and of the injuring party.

Technical consultations and information about processing and possible uses of our goods that we provide free of charge are deemed a service without commitment, and for which no liability is assumed.

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.

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 documents and knowledge.

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, non-delivery of input material, breakdown of machinery, interuption of operations of any kind, strike, lockout in our own company or in companies related to the fulfilment of the performance, or hindrances due to official directives, or sanctions by international authorites, as well as any causes that would make the delivery unreasonable difficult or impossible, relieve us of our duty to perform for the duration and the scope of the impact of such disturbance, and may therefore entertain 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.

The customer commits to making his customer aware of all export-related regulations and to exporting, re-exporting, supply-ing, transferring or making the supplied goods otherwise accessible to persons, institutions, companies, or in organisations, or in countries where this would contravene Brazilian, or, to the extent applicable, European, Austrian and US (re-) export regulations.

In the case of re-selling/transfer of the supplied goods, the customer (purchaser, consignee) commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.

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.

The customer (purchaser, consignee) shall be liable to the fullest extent for any damages resulting to us from any culpable non-compliance with the Brazilian, European, Austrian or US (re-)export regulations by the customer (purchaser, consignee) and release us from any liability towards third parties.

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 exporters or shipper, or any of our suppliers, must adhere to.

The principles and guidelines for a sustainable ethically, morally, and legally unobjectionable behaviour in business, as defined in the latest version of the 'Code of Conduct of voestalpine AG' and the related 'Code of Conduct for voestalpine Business Partners' are available under https://www.voestalpine.com/group/en/sg/en/compliance/ and are explicitly deemed accepted by the customer, who supports their underlying principles and regulations. In individual cases, when patently clear and severe breaches of the underlying principles and regulations by the customer become evident, and which make a continuation of the business relationship untenable, we are entitled to terminate the contractual relationship for good reason and, therefore, with immediate effect. The customer commits to holding us harmless of any damages and disadvantages resulting therefrom.
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 provisions for welding accessories do not deviate.

Warranty for welding accessories (26)

(1) The warranty period for welding accessories is 26 months from the date when the risk has 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.