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 pay all transport and storages costs, notwithstanding his payment obligations.

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.

Warranty (11)
(1) In cases of defective goods, we shall provide warranty for the defect, at our choice, by way of improvement or exchange. 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 minor defect, to rescind the contract.

Minor deviations from quality, form, colour, weight or design, that are technically unavoid- able and do not impair the commercial practice, are not deemed defects and may not be claimed against. The same applies to deliveries based on samples and specimens. Damaged packaging falls under minor defects and does not convey the right to refuse acceptance.
(2) 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 in particular the defect and the damage caused. The customer can demand the reparation or replacement of the goods.
(3) 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 defectiveness at the time of delivery shall be explicitly excluded.

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.
Liability (12)
(1) Other than in those cases provided for by the Product Liability Act, our liability is 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 arising out of the improper use of the products purchased from us.
(2) The above limitations of liability do not apply to injury to body or health, or loss of the customer’s life.
(3) To the extent permissible by law, joint and several liability, irrespective of their legal grounds, is limited in accordance with the individual shipment related to the damage (excl. any surcharges for transport, packaging, storage or duties).
(4) To the extent permissible by law, all risks to avoid compensation cease 12 months after the customer being aware of the damage and of the injurious party.
(5) 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 we assume no liability.
(6) 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.
Non-disclosure (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 documents and knowledge.
Data protection (14)
(1) To comply with the data protection obligations, we refer to our privacy policy, available 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, non-delivery of input material, breakdown of machinery, interruption 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 authorities, as well as any causes that would make the delivery unreasonable difficult or impossible, re-lease 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 impeded by national or international regulations, especially export control regulations such as embargoes or other sanctions.
(2) The customer commits to not selling the products to third parties of whom he has reason to assume will disregard such regulations or circumvent them. Upon request, the customer 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 directly nor indirectly, in any way in connection with the development, production, handling, operation, maintenance, supply, detection, identification or dissemination of chemical, biological, or nuclear weapons, or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons, unless 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 indirectly to a military end-use 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. 428/2009 and which is included in the current lists of the European Commission of countries subject to arms embargoes, unless he holds the required licences.
(5) In addition, he undertakes to be in possession of the required authorisations in accordance with applicable Standards of the Austrian Foreign Trade Act 2005 (AußWG) as well as the Austrian Foreign Trade Regulation 2011 (AußHV).
(6) The customer (purchaser, consignee) commits to neither directly nor indirectly selling, exporting, re-exporting, supplying, transferring or making the supplied goods otherwise accessible to persons, companies, institutions, or in countries when this would contravene European, Austrian, or, to the extent applicable, US (re-)export regulations.
(7) 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.
(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 damages resulting to us from any culpable non-compliance with the European, Austrian or US (re-)export regulations by the customer (purchaser, consignee) and release us from any liability 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 exporters or shipper, or any of our suppliers, must adhere to.
Compliance (17)
(1) 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/group/ourbusiness/ and are explicitly 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 continua- tion 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.

Place of jurisdiction and applicable law (18)
(1) The place of performance of our goods and services is the location of our plant, and the exclusive place of jurisdiction is agreed to be the competent court in Vienna.
(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 dunning and collec-tion expenses, as well as those relating to pre-litigation, Inco terms 2010B and Austrian law, under the exclusion of the International Conflict of Law Rules, as well as of the United Nations Convention on Contracts for the International Sale of Goods (Federal Law Gazette 1980/96) apply.
(3) If one or more of the provisions become ineffective, the other provisions remain binding.
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 (II.) shall apply, if the following provisions for welding machines do not deviate.
Warranty for welding machines (20)
(1) The warranty period for welding machines is 12 months.
Guarantee for welding machines (21)
(1) If the customers registers the serial number of the welding machine and the address of the customer at https://www.voestalpine.com/welding/Brands/Boehler-Welding/Account/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 machines 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 (22)
(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 machines (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-propietary 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 (II.) 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 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.

General Terms and Conditions of Sale of voestalpine Böhler Welding CEE GmbH
Version June 2019

voestalpine ONE STEP AHEAD.