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.

1) Delivery of goods or services are deemed the subject of an independent contract separate from the order confirmation, and that they are subject to these General Terms and Conditions of Sale.

2) If the goods are processed by the customer, we acquire co-ownership of the new item required by us. The delivery period shall be deemed fulfilled when the goods are shipped from our warehouse. The customer is entitled to offset the amounts owed him. We reserve the right to assign the receivable to us. Following this assignment, the customer shall be notified of the goods delivered by us. The same shall apply if the customer is entitled to collect the amounts due him. We reserve the right to assign this right to us. Following this assignment, the customer shall be notified of the goods delivered by us. The same shall apply if the customer is entitled to collect the amounts due him. We reserve the right to assign this right to us.

3) The customer undertakes to transfer the invoiced amount to our business account within the framework of legal standards and/or applicable product standards, as well as other product modifications that the customer can reasonably accept. Written agreements of both parties. Any expenses or disadvantages resulting thereof shall become binding by means of our written order confirmation.

4) Oral agreements are not binding. Written counter-confirmations by the customer only become final. Written agreement of both parties. Any expenses or disadvantages resulting thereof shall be for the exclusive account of the customer, unless otherwise agreed.

5) If the consumer orders the goods electronically, the legally effective GTCs shall be sent to the customer by e-mail.

6) Written agreements are not binding. Written counter-confirmations by the customer only become final. Written agreement of both parties. Any expenses or disadvantages resulting thereof shall become binding by means of our written order confirmation.

7) Under no circumstances will silence be considered as consent. Changes or amendments to the contract, or order cancellations, or suspensions are only binding with the written agreement of both parties. Any expenses or disadvantages resulting thereof shall be for the exclusive account of the customer, unless otherwise agreed.

8) We reserve the rights to make changes to the chemical composition of our products within the framework of legal standards and/or applicable product standards, as well as other product modifications that the customer can reasonably accept.

9) The customer undertakes to transfer the invoiced amount to our business account after receipt of the total or partial delivery within 30 days from the date of the invoice. We reserve the right to cancel the terms of payment. Nevertheless, we are entitled, without giving any explanation, to make deliveries conditional upon advance payment or the presentation of collateral.

10) We only accept letters of exchange and cheques when this has been explicitly agreed in writing. Written counter-confirmations by the customer only become final. Written agreement of both parties. Any expenses or disadvantages resulting thereof shall become binding by means of our written order confirmation.

11) In cases of default, we shall charge interest on default of 5% above the applicable interest rates. The same shall apply if the customer is entitled to collect the amounts due him. We reserve the right to assign this right to us. Following this assignment, the customer shall be notified of the goods delivered by us. The same shall apply if the customer is entitled to collect the amounts due him. We reserve the right to assign this right to us.

12) In cases of default, we shall charge interest on default of 5% above the applicable interest rates. The same shall apply if the customer is entitled to collect the amounts due him. We reserve the right to assign this right to us. Following this assignment, the customer shall be notified of the goods delivered by us. The same shall apply if the customer is entitled to collect the amounts due him. We reserve the right to assign this right to us.


(1) Other than in those cases provided for by the Product Liability Act, our liability is limited to the amount of damage caused by 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.

(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 to the total net value of the order of the individual shipment related to the damaged or lost, or destroyed, or transported, packaging, storage, or duties.

(4) 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.

(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.

(7) 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, UN-, or, to the extent applicable, US (re-)export regulations.

(8) On request, the customer commits to issuing an end-use certificate and to sending the recipient, final destination and end-use of the goods or services.

(9) The customer (purchaser, consignee) 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.

(10) The customer (orderer, 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.

(11) 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 licenses.

(12) In addition, he undertakes to be in possession of the required authorisations in accord-ance with applicable Standards of the French Foreign Trade Act as well as the FrenchForeign Trade Regulation.

(13) The customer commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.

(14) 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.

(15) 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, UN or US (re-)export regulations by the customer (purchaser, consignee) and release us from any liability towards third parties.

(16) Our offers, order confirmations, and the contract, as well as the fulfillment thereof, are our own and can not be transferred to third parties.

(17) If one or more of the provisions become ineffective, the other provisions remain binding.

(18) The place of performance of our goods and services is the location of our plant, and the place of jurisdiction is agreed to be the competent court in Vienna.

(19) If for deliveries and other services in connection with welding machines, the provisions of the General Terms and Conditions of Sale (1) shall apply, if the following provisions for weld- ing machines do not deviate.

Warranty for welding machines (20)

(1) The warranty period for welding machines is 12 months.

(2) On request, we will replace the goods which prove to be defective or wrongly delivered within the warranty period, with new or repaired goods.

(3) We reserve the right to have the defective parts repaired or replaced by a repair shop according to our discretion.

(4) In the event of the failure to repair or replace, we shall be entitled to withdraw from the contract or to reduce the price.

(5) Our liability for defects declared after the end of the warranty period is limited to the costs of repair or the cost of replacement, whichever is lower.

(6) If the customer violates the conditions of the warranty, the warranty becomes invalid.

(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.

(8) 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 docu-
ments and knowledge.

Data protection (14)

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.

Warranty for welding accessories (21)

(1) We declare that our welding accessories are CE compliant and labeled accordingly.

(2) Other than in those cases provided for by the Product Liability Act, our liability is limited to the amount of damage caused by 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.

(3) 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 damaged or lost, or destroyed, or transported, packaging, storage, or duties.

(4) 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.

(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.

(7) 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, UN-, or, to the extent applicable, US (re-)export regulations.

(8) On request, the customer commits to issuing an end-use certificate and to sending the recipient, final destination and end-use of the goods or services.

(9) The customer commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.

(10) 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.

(11) 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 the related ‘Code of Conduct for voestalpine Business Partners’ are available under https://www.voestalpine.com/welding/Brands/Boehler- Welding/Equipment/Warranty 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 become evident, and which make a continu-
ation 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.