Obligation to accept, storage period and storage costs (7)

(1) The customer commits himself to accept 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 storage costs, notwithstanding his payment obligations. The goods are deemed accepted three months after our notice of readiness to dispatch, and the total purchase price becomes due at this point. Storage costs and any additional costs charged to the customer from the 14th day after the goods were declared ready for dispatch, but were not delivered 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 materials or in the production costs or in the corresponding customs duties or in the cost of energy, we reserve the right to demand a fair 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 borne by him and be based on 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.

(4) In the case of call-off orders, all as 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.

(5) The customer must bear the risk of any foreign exchange devaluation against the Euro until the date of payment, and in such a case, the purchase price shall be adjusted accordingly.

Delivery Periods (9)

(1) We reserve the right to effect partial deliveries. The contracting parties agree that partial deliveries of goods or services are deemed as 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) 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.

(4) Unless otherwise agreed, the delivery periods shall be calculated from the date of the order 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.

(5) 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 henceforth assigns to us all receivables to the full invoice amount, which are due him by the resale of the goods to third parties, and he undertakes to make a corresponding remark in his books or invoices. We shall be entitled to withdraw from the contract if the customer has assigned the receivables without our consent. Following this assignment, the customer is entitled to collect the amounts due him. We reserve the right 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 in the proportion of the invoiced amount 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) The warranty period is one year from delivery or, if acceptance is required, from the time of acceptance. This period does not apply to claims for damages by the customer resulting from injury to life and limb or health, or from intentional or gross negligent breaches of obligations by the seller or his vicarious agents, in which case each shall become statute-barred in accordance with legal provisions.

(2) The delivered goods must be inspected carefully immediately upon receipt by the customer or by a third party appointed by him. If we do not receive a notification of defects in text form within seven working days after delivery, the goods shall be deemed to have been inspected and approved. We may deny the buyer of obvious defects or other defects which would have been identified during an immediate and careful examination. With regard to any kind of other defects, the delivered goods shall be deemed to have been accepted by the customer if the notice of defect is not made by us, following a defected assertion, obliged and entitled to rectification or to replacement within a reasonable period of time. In the event of non-performance, i.e. the impossibility, unacceptability, refusal, or occurrence of unreasonable delays in the rectification or replacement, the customer may withdraw from the contract or
reduce the purchase price by a reasonable amount.

(4) If a defect is attributable to the customer, the customer is entitled to claim damages under the conditions specified in Clause 11 herein.

(5) The warranty ceases to apply when the customer modifies the delivered item without our consent, or uses it for purposes other than the purposes intended by us, or as a result thereof, the remediation of defects is made impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of rectifying the defect caused by the alteration.

(6) Deliveries of used goods agreed upon in individual cases with the customer will be effected without any warranty for material defects.

Liability (12)

(1) In the case of our culpability, our liability for damages, for whatsoever legal reason, in particular for impossible, delayed, inadequate or incorrect delivery; breach of contract; breach of obligations in contract negotiations; and unlawful acts, shall be limited as stated in Clause 11.

(2) We shall not assume liability in the case of slight negligence caused by our management, our management representatives, our employees, or other vicarious agents, insofar as the latter do not violate essential contractual obligations. Essential contractual obligations are timely delivery and installation of the delivery items, their freedom from defects of title, and such material defects that affect their functionality or serviceability more than insignificantly, as well as our mandatory and duty of care obligations that ensure the customer’s use of the goods in accordance with the contract, and prevent harm to life and limb of the customer’s personnel, and protect his property from significant damage.

(3) Liability for damages in accordance with Clause 11 (2) shall be limited to damages which, at the conclusion of the contract, we have foreseen as a possible consequence of a breach of contract, or which we should have foreseen by applying due care and attention. Indirect damage and consequential damage which are the result of defects in the delivery item do not fall under this limitation of liability. These can typically be expected when the delivered items are used for the intended purpose.

(4) In cases of liability for slight negligence, our obligation to pay compensation for material damage and subsequent further financial loss shall be limited to an amount twice the purchase value per case of damage, even if it is in violation of essential contractual obligations.

(5) The above stated exclusions and limitations of liability apply to the same extent to our management representatives and employees, and other vicarious agents.

(6) For technical information, or when we are acting as a consultant, and such information or consultancy services are not included in the contractually agreed scope of goods and services, we do not assume any liability for such information or advice.

(7) The restrictions defined in Clause 11 do not apply to liability in connection with intentional behaviour, guaranteed characteristics, injury to life and limb or health, or those defined in the Product Liability Act.

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 as 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 voestalpine.com/welding/Data-Privacy in the currently valid version.

Force majeure (15)

(1) We assume no liability for the impossibility of delivery or delays in delivery, when these are caused by force majeure or other events not foreseeable at the time of the conclusion of the contract, contrary to which we are not responsible, such as force majeure or disruption of any kind: difficulties in material or energy procurement; transport delays; strikes; lawful lockout; shortage of labour, energy, or raw materials; official measures; or lack of, incorrect, or untruthful official information. We shall inform the customer of such events or notifications of delivery or services significantly more difficult or impossible for us and the hindrance is not temporary, we are entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or service periods shall be extended, or the delivery or service dates shall be postponed for the duration of hindrances. In addition to a reasonable startup period. Insofar as the customer cannot be reasonably expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by immediately presenting us with a written demand.

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 destination and 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, transportation, storage, supply, end use, or the provision 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 embargos, 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 (AußHVO).

(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 organisations, or in countries where this would constitute an act of the European Union, 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 unobjec-


(3) In case of these General Terms and Conditions contain gaps in its regulations, those gaps shall be replaced by valid or enforceable provisions that are as close as possible to the purpose and intentions of the parties.

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 (1) 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/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 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-proprietary inventions, commercial secrets, and other proprietary rights.

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 (1) 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.