Use of products (6)

(1) The customer is aware of the proper use of our products. Improper use leads to exclusion of claims, and the customer is responsible for the proper use. The customer is obliged to comply with all regulations, technical regulations, operating and user instructions that protect against dangers.

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

(1) On expiry of the order confirmation, the customer is committed 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 storage costs, notwithstanding his payment obligations. 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 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 labour, material or energy or any other costs, then each contract partner is entitled to demand negotiations for a reasonable price adjustment, taking into account the aforementioned factors.

(3) In the case of 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 calculation. A contract shall be concluded in the amount that the goods accrue on that day when the valid 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 in applicable cases until the date of payment, and in such a case, the prices shall be adjusted accordingly.

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 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. 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.

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

Retention of Title (10)

(1) The customer retains ownership of 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 the goods and to demand hand-over 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 result of sales 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 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 own 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 withdraw from the contract. The costs incurred in connection with the rectification or improvement, and the presentation of securities for all outstanding deliveries. In addition, we are entitled to demand that the re-sale and processing of delivered goods be terminated immediately. In the event of the customer not reacting to our request for advance payment, for securities or to our dunning letter within a reasonable period, we shall be entitled to withdraw from the contract, or to repossess the goods, and to invoice the customer for all costs and expenses, including last profit, that have accumulated up to that time.

(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 exactly.

(3) The warranty period for the goods is 6 months from the date when the risk has transferred to the customer. This period also applies to hidden defects unless the appearance of deficiencies at the time of delivery shall be explicitly excluded.

(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.
(5) 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 the customer.

Liability (12)

(1) Other than in those cases provided for by the Product Liability Act, our liability is 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 damage (excl. any surcharges for transport, packaging, storage or duties and taxes).

(4) By the sole exception to the collective liability, a compensation fee 6 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 provided as a service, 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 (purchaser, consignee) 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)

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, national or international regulations, 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 authorities as well as sanctions, conditions, restrictions, regulations, limitations, directives by central and state governments in India and their officials, authorities and institutions, as well as any causes that would make the delivery unreasonably difficult or impossible, 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 impeded by national or inter-national regulations, especially export control regulations such as embargos or other sanctions.

(2) It shall be the sole responsibility of the Customer (purchaser, ordering party, consignee) to comply with and/or to obtain necessary approvals, authorisations, sanctions, permissions, licenses etc. under national and international import and export regulations as applicable. In case of non-compliance (whether local or international laws and regulations), customer shall be solely responsible for all losses, damages, fines, penalty, if any, imposed by concerned authorities and the customer undertakes to keep the company and its officials harm less. 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. Unless requested 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 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 Indian Foreign Trade Act as well as the Indian Foreign Trade Regulation.

(6) The customer (purchaser, consignee) commits to neither directly nor indirectly selling, exporting to intend across or supplying, the liability for risks associated with the sale, no other goods, which are in principle deemed as such but are not accessible to persons, companies, institutions, or organisations, or in countries for the purpose or end use when this would contravene European, UN-, or, to the extent applicable, US (re-)export regulations or to the extent applicable any other import and export regulations which is individually recognised and accepted.

(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) Otherwise, the customer commits to issuing and/ or sending the 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 violation of the European laws, UN- 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 fulfillment 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/groups/en/group/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 contract 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 Mumbai.

(2) However, we are also entitled, at our option and absolute discretion, to initiate legal proceedings against the customer at his legal domicile. The customer is obliged to refund any dunning and collection expenses, as well as those relating to pre-litigation. Litigation cost, if any, shall be borne by the customer at all forums, if such litigation, directly and/or indirectly arises due to acts, deeds of the customer.

(3) Incoterms 2010® and Indian law, under the exclusion of the International Conflict of Law Rules, as well as un-der exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Federal Law Gazette 1988/96) shall apply for all legal disputes arising out of these GTC, including but not limited to payments and dishonour of cheques.

(4) 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 (I.) 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 customer registers the serial number of the welding machine and the address of the client.

(2) In case of non-compliance 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.

Place of performance (22)

(1) Place of performance of our goods and services is the location of our plant.

Place of jurisdiction and applicable law (18)

(1) Our offers, order confirmations, and the contract, as well as the fulfillment 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/groups/en/group/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 contract 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 Mumbai.

(2) However, we are also entitled, at our option and absolute discretion, to initiate legal proceedings against the customer at his legal domicile. The customer is obliged to refund any dunning and collection expenses, as well as those relating to pre-litigation. Litigation cost, if any, shall be borne by the customer at all forums, if such litigation, directly and/or indirectly arises due to acts, deeds of the customer.

(3) Incoterms 2010® and Indian law, under the exclusion of the International Conflict of Law Rules, as well as un-der exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Federal Law Gazette 1988/96) shall apply for all legal disputes arising out of these GTC, including but not limited to payments and dishonour of cheques.

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

II. 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 of the customer at

Place of performance (22)

(1) Place of performance of our goods and services is the location of our plant.

Place of jurisdiction and applicable law (18)

(1) Our offers, order confirmations, and the contract, as well as the fulfillment 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.