We reserve the right to make changes to the chemical composition of our products. Alterations to the contract, or order cancellations, or suspensions are only binding with the written order confirmation.

Conclusion of the contract (2)
(1) All our offers are non-binding and subject to alteration. Within reasonable limits, we reserve the right to make changes and other alterations. The documentation relating to our offers, such as drawings, illustrations, samples and data; these documents, information and data shall not be made available to third parties or used for their own purposes.
(2) Since the customer's order is to be his binding acceptance of the offer. In cases of goods being ordered electronically, we shall confirm receipt of the order within three days. The confirmation of receipt does not constitute an acceptance of an order.
(3) Our order confirmation constitutes the only binding acceptance of an order.
(4) We are entitled to refuse acceptance of an order e.g. after reviewing the creditworthiness of the customer.
(5) If the customer orders the goods electronically, the legally effective GTCs shall be sent to the customer by e-mail.
(6) Oral agreements are not binding. Written counter-confirmations by the customer only become binding by means of our written order confirmation.
(7) Under no circumstances shall silence be considered as consent. Changes or amendment of the contract, order cancellations, or suspensions are only binding with our 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 right to make changes to the chemical composition of our products without notification to standards and/or applicable product standards, as well as other product modifications that the customer can reasonably accept.

Payment & payment terms (3)
(1) The offered prices are daily rates and apply until revoked. Price indications are non-binding. The prices do not include the applicable VAT. Regarding small quantities (≤100kg), we reserve the right to refer customers to a distributor, or to apply a surcharge of up to EUR 300 for minimum order quantities.
(2) Unless otherwise stated, all offers and prices are submitted on an ex-factory basis, excluding packaging, insurance and transportation.
(3) Any applicable allowable surcharge at the time of delivery, as well as surcharges relating to a change in price of input materials and raw materials, and changes relating to additional increases, are to be paid by the customer.
(4) Unless otherwise agreed, the type of packaging shall be determined by us. Increases in freight charges occurring between the date of the order confirmation and the actual shipment shall be charged separately to the customer.
(5) 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.
(6) We only accept letters of exchange and cheques when this has been explicitly agreed, in written, and only as payment for outstanding amounts. All discounting and collection charges are for the customer's account.
(7) In cases of default, we shall charge interest on default of 9.2% above the applicable base rate of the European Central Bank. In cases of default, the customer commits himself to compensate us for all expenses incurred during processing, the collection, and the exercise of legal remedies, as well as the court fees.
(8) The customer is entitled to offset amounts only when his counterclaims have been legally established or recognized by us. The customer is not entitled to withhold any pay-ments.
(9) If the customer does not comply fully or in part with his payment obligations, or a letter of exchange or a cheque is dishonoured, or if we receive information that makes his creditworthiness questionable, or if an application for the initiation of insolvency proceedings is filed, or the customer proposes terms of a voluntary arrangement to his creditor, we shall be entitled to demand immediate payment of all unpaid, as well as not yet due or deferred invoices, and to demand advance payment, or the presentation of securities for all outstanding deliveries. In addition, we are entitled to demand that the required pre-paying 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 dressing letter within a reasonable period, shall be entitled to withdraw from the contract, and to repossess the goods, and to invoice the customer for all costs and expenses, including storage costs, that have accumulated up to that time.

Transfer of risk (4)
(1) The customer bears the risk of the loss and accidental deterioration of the goods from the moment of the handover of the goods, in accordance with the agreed Incoterm 2010.

Storage instructions for products (5)
(1) The customer is aware of the requirement to store our products properly and is committed to take all precautions against damage. Improper storage results in our warranty and liabilities becoming null and void. The storage conditions can be found on our website under ‘Storage Conditions’.

Use of products (6)
(1) Total 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 writing, 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.
(6) We are entitled to refuse acceptance of an order e.g. after reviewing the creditworthiness of the customer.

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 waives his right to contest the result 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 customer is requested to provide us with our notice of readiness to despatch, and the total purchase price becomes due at this point. Storage costs and any additional charges 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.

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.
(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 return the goods, and to have them seized by the third party in question.
(2) We are entitled to demand the repayment of any advances made to the customer. The customer henceforth assigns to us all receivables to the full invoice amount, which are due him by the third party. The customer shall be obliged to accept, storage period and storage costs (7)
(1) The warranty period for the goods is 12 months from the date when the risk has transferred to the customer. The guarantee also applies to hidden defects. Assumption of defec-tiveness 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 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, fault-based compensation for physical damages, financial loss, loss of interest, loss of profit and damages from claims from 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).

(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.

Nondisclosure (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)
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 fulfillment of the performance, or hindrances due to official directives, or sanctions by international authorities, 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 impediment or hindrance.

(2) We are not liable for any delays or deficiencies in deliveries caused by force majeure.

(3) 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 Padova.

(2) However, we are also entitled, at our option, to initiate legal proceedings against the customer at his local domicile. The customer is obliged to refund any running and collection expenses, as well as those relating to pre-litigation. Inco-terms 2010® and Italian 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 (Lex v. 765/1985), 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 (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 requests the serial number of the welding machine and the address of the customer at https://www.voestalpine.com/welding/Brands/Boehler-Welding/Welding-Machines/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 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 (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.