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 without a grace period.

(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 after delivery has expired and the agreed 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 (9)

(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 automatically extended 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 the event that the customer unjustifiably refuses acceptance of the goods, the customer is entitled to collect the amounts due him. We reserve the right to collect the reinvoiced payment before the goods have been delivered.

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 offer 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.

Retention of Title (10)

(1) We retain title to the goods until full payment of the purchase price has been made.

(2) We are entitled to repossess 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 the delivery 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 attributable to goods repossessed on our side, and he has ceased to us, but unsuccessfully, a reasonable period of grace for the delivery. The withdrawal from the contract must be notified by registered letter.

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 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 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 lost profit, that have occurred 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 Incoterms 2010.

Storage instructions for products (5)

(1) The customer is aware of the requirement to store our products properly and is conversant with our products and their storage conditions. The customer is also aware of the proper use of our products. Improper use results in the warranty becoming null and void. The storage conditions can be found on our website under ‘Storage Conditions’.

Use of products (6)

(1) The customer is aware of the proper use of our products. Improper use leads to exclusion of any liability and warranty. When using the products supplied by us, the customer is obliged to comply with all regulations, technical regulations, operating and user instructions that protect against dangers.

General Terms and Conditions of Sale of voestalpine Böhler Welding Italia S.r.l.

Version June 2019
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Version June 2019

I. General Principles (1)
(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, carelessness, negligence, financial losses, loss of profit and damages from claims of third parties against the customer are excluded.

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.

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 provisions for welding accessories do not deviate.

Warranty for welding accessories (26)
(1) The warranty period for welding accessories is 24 months from the date when the risk has transferred to the customer. This period also applies to hidden defects.

IV. Liability (12)
(1) Our goods and services are supplied with the provision that their delivery is not impeded to holding us harmless of any damages and disadvantages resulting therefrom.

(II.1) Liability for third party damages (13)
(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, strikes, lockouts etc., 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.

Export controls (16)
(1) Our goods and services are supplied with the provision that their delivery is not impeded to holding us harmless of any damages and disadvantages resulting therefrom.

V. Guarantee for welding machines (21)
(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 Milan. The customer is obliged to refund any dunning and collection expenses, as well as those relating to pre-litigation. Incoterms 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 n. 765/1985), apply.

Warranty for welding machines (20)
(1) The warranty period for welding machines is 12 months.

VI. 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 Milan.

(II.1) Liability for third party damages (13)
(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, strikes, lockouts etc., 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.

Export controls (16)
(1) Our goods and services are supplied with the provision that their delivery is not impeded to holding us harmless of any damages and disadvantages resulting therefrom.

VII. 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.

VIII. Software of welding machines (24)
(1) We declare that our welding machines are CE compliant and labeled accordingly.

IX. CE conformity of welding machines (23)
(1) We declare that our welding machines are CE compliant and labeled accordingly.

V. Guarantee for welding machines (21)
(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 Milan. The customer is obliged to refund any dunning and collection expenses, as well as those relating to pre-litigation. Incoterms 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 n. 765/1985), apply.

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