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 solely responsible, to comply with all required technical regulations, operating and user instructions that protect against dangers.

Obligation to accept, storage period and storage costs (7) (1) The customer commits itself 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 the transportation and storage costs, notwithstanding the delay.

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) Long-term 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 of the call-off order and the agreement by us has become 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 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 writing.

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 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 reserve the 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 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 choice, by way of improvement or exchange, if an improvement or exchange is not possible, or if an improvement or exchange is not possible, or if an improvement or exchange is possible, we reserve the right to withdraw the contract, or to rescind the contract without the customer assuming liability for all costs and expenses, including lost profit, 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 Incoterms 2010.

Storage/Injuries for products (5) (1) The customer is aware of the requirement to store our products properly and in consonance with our product storage instructions. Improper storage results in our warranties and liabilities becoming null and void. The storage conditions can be found on our website under "Storage Conditions".
(3) The warranty period for the goods is 12 months from the date when the risk has transferred to the customer. This period also applies to hidden defects. Assumption of defectiveness 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) Only 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, 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 ground, is limited to the total net value of the order and individual shipments 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 when 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.

Non-discrimination (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)

(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.

Force majeure (15)

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 fullfilment of the performance, or hindrances due to official directives, or sanctions by international authorities, as well as events that would make the delivery unreasonable difficult or impossible, relieve us of our duty to perform for the duration and the scope of such disturbances, or enable 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 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 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 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 trade sanctions, 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 Dutch Foreign Trade Act 2005 as well as the Dutch Foreign Trade Regulation 2011.

(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 contravene European, UN, or, to the extent applicable, US (export regulations). If the 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.

(7) In the case of re-selling/transfer of the supplied goods, 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, Dutch, UN or US (export regulations) by the customer (purchaser, consignee) and release us from any liability towards third parties.

(8) Our offers, order confirmations, and the contract, as well as the fulfilment thereof, are subject to our obtaining export licenses, or any other permits, or 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 http://www.voestalpine.com/group/en/group/compliance/ and are explicitly deemed accepted by the customer, who supports their underlying principles and regulations. In individual cases, which are clearly 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 contractual 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. Any disputes between us and the customer will be exclusively resolved by the District Court of Amsterdam, the Netherlands.

(2) However, we are also entitled, at our option, 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.

(3) The legal relationship between the parties is governed exclusively by Dutch Law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (i.e. “CISG” / “Wieens Koeverdagen”). The Incoterms 2010 are applicable.

(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.

(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 recipient, final destination and end-use of the goods or services.

(3) The customer (ordering party, consignee) commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.

(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 trade sanctions, unless he holds the required licenses.

(5) In addition, he undertakes to be in possession of the required authorisations in accordance with applicable Standards of the Dutch Foreign Trade Act 2005 as well as the Dutch Foreign Trade Regulation 2011.

(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 contravene European, UN, or, to the extent applicable, US (export regulations). If the 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.

(7) In the case of re-selling/transfer of the supplied goods, 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, Dutch, UN or US (export regulations) by the customer (purchaser, consignee) and release us from any liability towards third parties.

(8) Our offers, order confirmations, and the contract, as well as the fulfilment thereof, are subject to our obtaining export licenses, or any other permits, or 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.