(1) The following Terms and Conditions apply to all business relationships with customers, unless otherwise expressly stipulated in writing. The version valid at the time of concluding the contract shall apply.

(2) Differing, conflicting or supplementary General Terms and Conditions shall not form part of the contract, even if they are known, unless their applicability is expressly agreed in writing.

**Conclusion of the contract (2)**

(1) Written orders must be confirmed in writing and subject to alteration. Within reasonable limits, we reserve the right to make technical and other alterations. The documents and information belonging to our offers, such as drawings, illustrations and samples as well as weight, measure, performance and consumption information, serve as mere information and do not represent a contract.

(2) We reserve the right to charge changes to the chemical composition of our products within the framework of legal standards and/or applicable product standards, as well as other product modifications that the customer can reasonably accept.

**Payment & payment terms (6)**

(1) The offered prices are daily rates and apply until revoked. Price indications are non-binding.

(2) Unless otherwise stated, all offers and prices are submitted on an FCA basis, Incoterms 2010®, excluding packaging, insurance and transportation.

(3) Any applicable alloy surcharge at the time of delivery, as well as surcharges relating to a delay in delivery or a delayed call-off shall be charged separately to the customer.

**Retention of Title (10)**

(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 to the offer and 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.

**Delivery Periods (9)**

(1) 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) The customer shall be obliged to accept the goods on the day when the validity of the call-off destination or quantity shall be borne by him and be based on our calculation.

(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, otherwise agreed.

(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 undertakes to make a corresponding reparation to the customer. This period also applies to hidden defects. Assumption of defects at the moment of the handover of the goods, in accordance with the agreed Incoterms 2010.

(5) We offer no guarantees to customers as defined in law. Unless otherwise contractually specified, the customer bears 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.

**Warranty (11)**

(1) In cases of defective goods, we shall provide warranty for the defect, at our choice, to the exclusive, or in line with commercial practice, are not deemed defects and may not be rescinded. The purchaser bears 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.

(2) 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 hereby authorizes us to collect from the buyer all receivables corresponding to the resale of the goods to third parties, and he undertakes to make a corresponding reparation to third parties in default of payment.

(3) We offer no guarantees to customers as defined in law. Unless otherwise contractually specified, the customer bears 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.

(4) 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 a price reduction or, when it is not a minor defect, to rescind the contract.

(5) 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.

(6) In the event of hidden defects that were not discovered in time, the customer shall be obliged to give us an opportunity to review the delivery in question within a reasonable period of time.

(7) We offer no guarantees to customers as defined in law. Unless otherwise contractually specified, the customer bears 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.
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 expressly agreed to by us.

Liability (12)
(1) Other than in those cases provided for by the Product Liability Act, our liability is lim-
ited to the scope of the specific guarantee, 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
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, our liability for compensation ceases 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, which the customer must 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 web-
sites, 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
disclosed or learned knowledge.

Data protection (14)
(1) To comply with the data protection obligations, we refer to our privacy policy, availa-
bale at [https://www.voestalpine.com/welding/Data-Privacy](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 conclud-
ed, or events of force majeure occur that include, without limitation, natural catastro-
phes, non-delivery of input material, breakdown of machinery, interruption of operation
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 im-
pact 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 im-
peded by national or international regulations, especially export control regulations such
as embargos or other sanctions.
(2) The customer commits to not selling the products to third parties of whom he has rea-
son to assume will disregard such regulations or circumvent them. Upon request, the cus-
tomer 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 di-
rectly nor indirectly, in any way in connection with the development, production, han-
dling, operation, maintenance, supply, detection, identification or dissemination of
chemical, biological, or nuclear weapons, or other nuclear explosive devices, or the de-
velopment, 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 in-
directly 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.
423/2009 and which is included in the current lists of the European Commission of coun-
tries to which arms embargoes, unless he holds the required licences.
(5) In addition, he undertakes to be in possession of the required authorisations in ac-
cordance with applicable Standards of the Austrian Foreign Trade Act 2005 (AußWIG) as
well as the Austrian Foreign Trade Regulation 2011 (AußVV).
(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, Austrian, or to the extent applicable, US (re-)export regu-
lations.
(7) In the case of re-selling/transfer of the supplied goods, the customer (purchaser, con-
signee) commits to making his customer aware of all export-related regulations and to
proceeding in 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 dam-
age 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 export-
ers, cannot overcome as a result of our suppliers’ policy.

Compliance (17)
(1) The principles and guidelines for a sustainable ethically, morally, and legally unobjec-
tionable 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/group/en/group/compliance/](https://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, when patently clear and severe breaches of the un-
derlying principles and regulations by the customer become evident, and which make a
continuation of the business relationship untenable, we are entitled to terminate the con-
tractual relationship for good reason and, therefore, with immediate effect. The custom-
mer commits to holding us harmless of any damages and disadvantages resulting there-
from.

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 Vienna.
(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 col-
lection expenses, as well as those relating to pre-litigation. Incoterms 2010® and Austri-
an law, under the exclusion of the International Conflict of Law Rules, as well as of the
Law Gazette 1988/96) apply.
(3) If one or more of the provisions become ineffective, the other provisions remain bind-

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) If the customer 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](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 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-proprietory 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 provi-
sions 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.