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

(1) The customer commits himself to accepting the delivered products at the contractual- 

agreed delivery terms and conditions within 14 calendar days, otherwise the customer 

is entitled to withdraw from the contract.

(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 thereby become the customer’s property, subject to the determination of the 

damage (excl. any surcharges for transport, packaging, storage or duties).

Delivery Periods (9)

(1) 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 and the agreed purchase price becomes due.

(3) To the extent permissible by law, joint and several liability, irrespective of their legal 

status, is excluded. The notice of defects must be specified in detail and all processing 

must be terminated. The notice of defects must be signed, or that are technically unavoidable, 
or are in line with commercial practice, are not assumed by the customer.

Retention of Title (10)

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

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. 

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 a price reduction or, when it is not a minor 
defect, to rescind the contract. Minor deviations from quality, form, colour, weight or de-
dsign, or that are technically unavoidable, or are in line with commercial practice, are not 
defected defects and may not be claimed against. The same applies to deliveries based on 
samplings and shipments. Damage to, or destruction of the goods. Packaging falls under minor defects and does not con-

vey the right to refuse acceptance.

(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 six months from the date when the risk has trans-
fused to the customer. This period also applies to hidden defects. Assumption of defec-
tiveness at the time of delivery shall be explicitly excluded.

(3) 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.

(4) 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 immediate and gross negligence. In case of slight negligence, liability to cover for 

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).
(1) Our offers, order confirmations, and the contract, as well as the fulfilment thereof, are subject to the conditions to which we provide credit or which are deemed a service without commitment, and for which we assume no liability.

(2) 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 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 joint purposes and purposes to 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)
(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 fulfilment 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 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 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 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, 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 arms embargos, unless he holds the required official licenses for these purposes.

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

(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 regulations.

(7) In the case of re-selling/transfer of the supplied goods, the customer (purchaser, consignee) commits to making his customer aware of all regulations related to export and to passing on 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 damages 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 the conditions to which we provide credit or which are deemed a service without commitment, and for which we assume no liability.

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/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 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, and the place of jurisdiction is agreed to be the competent court in Vienna, Austria.

(2) However, we are also entitled to oppose the customer at his legal domicile. The customer is obliged to reimburse us for any reimbursement and collection expenses incurred by us, as well as those relating to pre-litigation. Incoterms 2010® and Swedish 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 (Federal Law Gazette 1985/6) apply.