Use of products (6)  
(1) The customer is aware of the proper use of our products. Improper use leads to exclu- 
sion 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 instruc-
tions that protect against dangers. 

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 of acceptance. 
(2) In the event that the customer unreasonably refuses the acceptance of the goods, 
the customer shall be liable 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 conditions (1)  
(1) The customer is aware of the requirement to store our products properly and is conver-
sant with our product storage conditions. Improper storage results in our warranties 
and liabilities becoming null and void. The storage conditions can be found on our website 
under ‘Storage Conditions’.

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and which is included in the current lists of the European Commission of countries subject to arms embargoes, unless he holds the required licence.

(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 (AulWBG) as well as the Austrian 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 when this would contravene European, Austrian, or, to the extent applicable, US (re-)export regulations.

(7) In the case of re-sale/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.

(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) is 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 fulfillment 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 exporters or shippers, 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/de/konzern/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 with 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) If the customer is a consumer, the place of jurisdiction for all disputes arising from the business relationship between the seller and the customer is, according to our choice, Düsseldorf or the principal’s domicile. In cases of lawsuits against us in aforementioned cases, however, Düsseldorf shall be the exclusive place of jurisdiction. Mandatory statutory provisions on exclusive jurisdictions remain unaffected by this provision.


(3) In case these General Terms and Conditions contain gaps in its regulations, those gaps shall be replaced by valid or enforceable provisions that are as close as possible to the purpose and intentions of the parties.

Bumping 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)

With the purchase orders registered the serial number of the welding machine and the address of the customer at 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 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)

We provide 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 composed to the client.

Special terms and conditions of sale for welder licences (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.