

General Terms and Conditions of Purchase

1. Authoritative conditions

The legal relationships between the Contractor and Gföllner Fahrzeugbau und Containertechnik GmbH, hereinafter referred to as the Client, are subject to these Terms and Conditions and any other possible agreements. Changes and additions require the written form. Other General Terms and Conditions do not apply even if we did not object to them explicitly in each individual case.

2. Order

The Client is entitled to cancel an order prior to its explicit acceptance by the Contractor. The Client may request changes to the delivery item regarding construction and design as far as this is reasonable for the Contractor.

3. Force majeure

Force majeure, labour disputes, riots, official directives and other unforeseeable, unavoidable and severe events release the Contractor from the obligations to deliver performance for the duration of the incident and to the extent of its effect.

4. Order confirmation

Our order must be confirmed within 3 working days indicating the price and the time of delivery. The Contractor's silence is considered as a full acceptance of the order and the specified conditions. The Contractor fully agrees to our General Terms and Conditions of Purchase by accepting and carrying out the order. Any possible provisions included in the offer or order confirmation and deviating from our General Terms and Conditions of Purchase, in particular the Contractor's General Terms and Conditions of Delivery, are invalid unless approved by the Client in writing. Our General Terms and Conditions of Purchase also apply for any future orders even if they are concluded without using this form.

5. Time of delivery and delivery periods

The receipt of the goods by the Client is decisive for the compliance with the time of delivery or the delivery period. If the delivery has not been agreed „free domicile“, the Contractor shall provide the goods in good time taking into consideration the usual time needed for loading and dispatch.

6. Dispatch and packaging

Unless otherwise agreed, the goods shall be delivered free from freight and packaging costs to the place specified by the Client. Each consignment shall include the shipping notes and/or delivery notes with the Client's order and material number. The shipping preparation as well as competent and specialist packaging is part of the scope of delivery and shall not be remunerated separately. All shipping documents shall include the full delivery address. Upon request, the goods to be delivered shall be marked free of charge with a bar code (EAN, BAR, etc.) at the Client's request.

7. Terms of payment and invoicing

Unless otherwise agreed, the payment shall be made upon invoicing with 3% discount within 14 days or net within 30 days of the proper delivery or service provision. The payment shall be made by bank transfer. Cash on delivery is excluded. Unless otherwise indicated in the order, the payment shall be made in Euro. Expenses for currency conversions and exchange rate differences are at the Contractor's expense. In the case of an incorrect delivery, the Client is entitled to withhold the entire payment until proper execution. However, the right to discount remains unaffected. The invoice shall include the Client's value-added tax and VAT identification number.

8. Confidentiality

The contractual parties undertake to treat any commercial and technical details which are not obvious and which are disclosed to them in the General Terms and Conditions as trade secrets. Any drawings, sketches, samples and other documents handed over for the purpose of carrying out the order remain our property and may not be disclosed to third parties. Sub-contractors must be subject to analogous obligations.

9. Dangerous goods

For orders regarding dangerous goods, the Contractor is obligated to indicate that the goods are dangerous goods at the latest when confirming the order and to comply with the respective valid provisions regarding the transport of dangerous goods.

10. Warranty

The Contractor shall provide the Client with a warranty in terms of the legal provisions and additionally according to the applicable Austrian standards in the respective valid version. The warranty period is 24 months following the transfer to the end customer. Warranty measures trigger a new warranty period for the stated period of time. Repair work due to warranty claims shall be carried out at the Contractor's expense at the Client's site or upon the Client's request at the end customer's site. The Client is generally entitled to choose either an improvement or a reduction of payment. Any costs for dispatch or disposal of any kind in connection with the warranty claims are at the Contractor's expense.

11. Notification of defect

The Client is not obligated to notify defects immediately according to article 377 UGB [Austrian Commercial Code]. The Contractor waives the objection of a late notification of defect.

12. Quality management

The Contractor shall comply with the recognised standards of good practice, the safety regulations and the agreed technical data. Changes to the delivery item require the Client's written approval. The Contractor's quality management system shall be able to comply with the respective valid applicable standard. Upon request, the Contractor shall provide the Client or third parties access to the test documents and production processes. Required quality documents (test reports and certificates, etc.) form an integral part of the delivery. If these documents are provided with a delay, the payment shall not be made on time.

13. Material provision

Material provided by the Client remains our property, shall be labelled as such and shall be stored separately. The Contractor shall inform us immediately about any defects of the material. The Contractor may only process defect material according to the Client's instructions. The Contractor will be liable that the substances provided for processing or finishing are treated appropriately. If the Client's material becomes unusable due to the Contractor's fault or negligence, the Client shall replace this degraded material at a charge.

14. Liability

The Contractor is liable to the Client for compensating any direct or indirect damage to the Client based on an incorrect or late delivery, the breach of any official safety regulations or any other reasons incumbent to the Contractor.

15. Property right

The Contractor is liable for claims resulting from the breach of property rights and property right applications during the contractual use of the delivery items. The contractual parties undertake to inform each other immediately about any risk of breaches and alleged breaches known to them and they shall give each other the possibility to counteract corresponding claims amicably.

16. General provisions

If a provision of these Terms and Conditions and the other agreements concluded should be or become invalid, the validity of the remaining agreement remains unaffected. The contractual parties are obligated to replace the invalid provision with a provision coming as close as possible to its commercial success.

17. Place of performance, place of jurisdiction, applicable law

The place of performance is the destination indicated by the Client. The place of jurisdiction is Wels, Austria. The laws of the Republic of Austria apply. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.