

General Terms and Conditions of Sale and Delivery

1. Acceptance of Orders

All orders are subject to our written approval in order to be valid. Also, subsequent changes or cancellations of orders already placed are subject to our written approval. All orders are only binding upon us if there is a written order confirmation issued by us. Terms and conditions of purchase of the customer are not legally binding upon us.

2. Term of Delivery

The delivery dates confirmed shall be regarded as estimates only. In case of any delay in delivery, we shall be granted a grace period of at least two months. We shall not assume any liability whatsoever in connection with such grace period. We shall furthermore not be liable for any additional delivery periods resulting from strikes or force majeure events. We shall be released from the obligation to deliver for the duration and to the extent of the restrictions caused thereby without the transaction in question being cancelled.

3. Shipment and Transfer of Risk

To the extent we do not receive any special instructions from you, shipment shall be performed safeguarding your interests, however, always at your risk, also in the case of carriage paid delivery. The freight forwarder shall immediately be notified in writing of transport damages or losses and we shall be informed thereof without any delay.

4. Guarantee

Any defects have to be reported immediately. Such notification is deemed to have been made on time if we receive written communication on obvious defects within eight days of receipt and, on hidden defects, within eight days of their detection, however, no later than within six months of delivery. In cases of justified complaints about the quality of the goods delivered, we will, at our own option, grant credit for the goods or provide replacement free of charge against return of the goods in the state to be delivered by us under the contract. Defects of individual items entitle the customer to return the entire shipment only if the entire shipment is useless due to the nature of the defect.

For analyses and tolerances, the DIN standards or the standards replacing them, as amended, shall serve as basis of guarantee obligations. We only assume a guarantee for a specific intended purpose if such purpose was communicated to us specifically and expressly confirmed by us in writing. Defects are deemed to have been accepted by us only if we accept them in writing. Field and trade representatives acting on behalf of Breitenfeld Edelstahl AG shall not be entitled to accept defects or to receive payments or to issue declarations binding upon Breitenfeld Edelstahl AG.

5. Damages

We shall only be liable for damages caused by us or persons for whom we are accountable intentionally or with gross negligence. Payment of consequential damages shall be excluded.

6. Price

The prices set forth in our offers are, if not explicitly stated otherwise, valid for the duration of one month only (receipt of the order by us). Verbal offers made by our employees are not legally valid if they are not confirmed in writing.

7. Default in Payment

In case of default in payment, compensation of all dunning and collection costs as well as interest of 1% (one percent) per month shall be deemed as agreed upon.

8. Terms of Payment

If not agreed otherwise, "30 days net" shall be stipulated as term of payment.

Eligible bills of exchange are only accepted if they have been explicitly agreed upon in advance and if Breitenfeld Edelstahl AG does not incur any costs related to such payment by bill of exchange. Cheques, bills of exchange, assignments and letters of credit are only accepted on account of payment. Payments shall be effected to us without any deductions.

9. Retention of Title

All goods delivered shall remain our property until payment has been carried out in full.

10. Place of Performance

St. Barbara/Mürztal

11. Place of Jurisdiction

The court competent for St. Barbara/Mürztal shall be agreed upon as exclusive local place of jurisdiction for all disputes. It is agreed that Austrian law shall exclusively apply to all contracts.