

Sales and Delivery Terms Conditions

I. General

The following Sales and Delivery Terms and Conditions apply to all deliveries and services, even where the customer stipulates otherwise. The acceptance of goods is considered as your acknowledgement of our Sales and Delivery Terms and Conditions. Additions and changes to these Sales and Delivery Terms and Conditions must be made in writing to be legally valid.

II. Services

Our offers are subject to change and are non-binding. Information about dimensions, weight, quantities, technical data and delivery times are non-binding. Ownership and copyright for all cost estimates, designs and documents remain with us: you may not make these available to third parties.

III. Order placement

Orders will only be deemed accepted if they have been confirmed by us in writing. Verbal and telephone agreements require written confirmation. Even after an order has been confirmed in writing, we reserve the right to withdraw from the contract for good cause, if, for example, information about the client shows that the solvency is at risk. The specified delivery time is non-binding.

IV. Prices

All prices are subject to change and are – unless otherwise stated – in euros and excluding VAT. The final price is determined on the day that the ordered goods are dispatched. Any inflation surcharges and discounts will be calculated or changed if our suppliers also calculate or change them. Errors in pricing entitle us to re-calculate the final price. The prices apply ex sales office or ex works, excluding packaging and freight costs.

V. Terms of payment

Terms of payment 30 days from the invoice date. Invoices for chlorine, heat transfer fluids and cooling brines are payable immediately and in full. In all cases, the acceptance of own and customer bills only takes place on account of payment and requires a separate agreement. All associated costs are borne by the presenting party. Unknown customers must use cash upon delivery. If we become aware of circumstances that affect creditworthiness after delivery, we have the right to request immediate cash payment regardless of the due date. We shall charge reminder fees and default interest charged at the statutory rate on the 31st day after the invoice date. Interest calculations and discount invoices must be paid immediately and in full. A right of retention or offsetting on the part of the customer/buyer is excluded, unless the counterclaim has been legally established.

VI. Delivery

The delivery is in any case freight collect at the expense and risk of the recipient. Packaging is considered as a cost of sale. Canisters and containers may not be returned. We will credit back two thirds of the calculated packing costs for the carriage paid return of crates, crate packing, etc. to one of our sales locations. Where shipment is delayed due to the fault of the customer, risk is transferred to the customer at the time they are notified that the goods are ready for dispatch. Any resulting storage costs (after transfer of risk) are to be borne by the customer. Insurance against shipping risks of all kinds is only taken out at the express request and at the expense of the customer. Compliance with agreed delivery dates presupposes that deliveries to be made by suppliers are available in good time. If this does not happen, the deadline will be extended by a reasonable amount of time. (Fixed deals are not closed.)

VII Deposit containers

Steel bottles, iron barrels, etc., are provided free of charge and against payment of a refundable deposit from the time of handover until 31.12. of the following year. During the usage period, the container may only be filled with our products and must not be used improperly. After the usage period has expired, the container must be returned within 14 days. Damaged and/or dirty containers will be charged against the deposit amount paid plus a penalty of EUR 100. If, for whatever reason, the user does not return the container within 14 days after the expiry of the free period of use, we will charge the purchase price applicable on the return date as a flat-rate compensation not subject to the judicial right of moderation (§ 1336 ABGB). The prices published by us apply.

VIII. Complaints

Complaints regarding incomplete or incorrect delivery as well as complaints regarding recognisable and obvious defects must be addressed to us immediately in writing or by telegraph. A type and quantity sample that is suitable for a thorough examination of the delivery in question must be sent to us immediately.

IX. Warranty

- a) We provide a warranty of one year from the time at which the purchased item is dispatched for cooling and air conditioning supplies supplied by us as part of our sales programmes.
- b) At our discretion, the guarantee consists either in the repair of the object of purchase or the free replacement (exchange) of the objectionable parts by delivery of new or replacement parts, provided that the object of purchase has proven to be defective after inspection by us. Claims for conversion and price reduction are excluded, unless we are not able within a reasonable period to fulfil our warranty obligations by repair or exchange. We only pay for the cost of rectifying the defect (including arranging for a repair by a third party etc.) if we have given our written consent. Such reimbursement of costs is in any case limited to twice the amount of the purchase price of the defective object of purchase. Under no circumstances do we provide a guarantee if the operational and/or operating instructions are not followed or in the case of faulty installation, use under unusual conditions or operating situations, poor maintenance, poor repairs or repairs carried out without our express consent or changes by someone other than us or our agents, as well as normal wear and tear.
- c) If we replace the purchased part that is under warranty within the warranty period, this in no way constitutes an acknowledgement of a defect and/or personal liability. The replacement is made solely as a gesture of goodwill.

X. Claims for damages

We will only pay damages where it can be shown that such damages are the result of intent or gross negligence on our part. The amount of the claim is limited to double the amount of the purchase price of the defective item. However, this limitation of liability does not apply to compensation for personal injury.

XI. Guarantee

A guarantee for cooling system supplies delivered by us is provided only with the consent of the relevant manufacturer. The acceptance or rejection of a guarantee claim is dependent on the decision of the manufacturer.

XII. Returns

Returns and exchanges are only permitted with our consent. Shipments must be sent carriage paid to the address provided by us. Credited amounts, regardless of type, will not be refunded. Instead, they will be offset against future invoices. Invoices for repairs are payable immediately and in full.

XIII. Retention of title

Supplied items first become the property of the buyer when the full purchase price as well as all other demands arising from the sale (interest, reminder fees) have been paid. Collection of bills of exchange are not considered as payment. Supplied items therefore remain our property – even in processed condition – until payment has been received. Pawning, use as a security and similar is not permitted while there are outstanding payments due for the goods. Any payment requests resulting from the resale of the goods to third parties are ceded to us until complete payment has been received without a separate declaration of assignment being required. This applies also for goods delivered by us that have been further processed into a commercial unit. In the case of goods that have already been used, or are a special production that deviates from the commercial norm, asserting property rights or possible redemption due to schedule changes on the part of the buyer, the maximum value that can be credited back is the amount that remains for the best possible use after deduction of reworking costs. The buyer undertakes to handle our goods with care and to prevent deterioration, theft, fire and other damages.

XIV. Place of fulfilment, place of jurisdiction, partial nullity

The place of fulfilment and jurisdiction is Salzburg. The contractual relationship is subject to Austrian law. Should any individual clause in these conditions be invalid, entirely or in part, then the remaining clauses and/or parts of such clauses remain unaffected. Any condition considered invalid is to be replaced by a new valid condition that most closely matches the commercial purpose of the invalid condition.

XV. Approval

The data related to the business relationship (in particular name, address, telephone and fax numbers, email addresses, order, delivery and invoice address, order date, ordered or delivered products or services, number of items, price, delivery dates, payment and reminder data, etc.) are electronically stored and processed by us. The contractual partner declares his consent to this.