

So sollen Fensterläden sein. Perfektion und Beständigkeit aus Aluminium.
Voici des volets aluminium. La perfection et pérennité.
Exactly the way window shutters should be. Perfection and stability made from aluminium.



ALU-SYSTEM-TECHNIK GMBH | GENERAL TERMS OF SALE AND DELIVERY

I. Validity

1. Only our terms of sale and delivery and fitting conditions apply; conflicting customer purchasing conditions are only valid if we have expressly recognised them. All quotations, agreements, orders and deliveries are subject to the following terms; they are deemed to have been accepted by placing the order or accepting the delivery. Any deviation from these terms is subject to written agreement. Verbal side agreements are subject to written confirmation; this applies in particular to verbal undertakings of any kind by our representatives or personnel. In the case of telephoned orders only the text of the order acknowledgement is applicable.
2. Prices are valid in connection with shutters.

II. Quotations, order processing

1. All quotations are basically subject to change and non-binding.
2. The content and scope of our deliveries and services are exclusively governed by our order confirmation. This also applies if the order confirmation is contradictory to the written or telephone order and is not objected to immediately.
3. Right reserved to make technical changes after sending the order confirmation.

III. Delivery time

1. Specified delivery times are only binding if this has been expressly stated in writing.
2. Operating problems that are caused by acts of God, riots, strikes or shut-outs, machine faults or lack of materials from our suppliers exempt us from the delivery obligations for the duration of the hold-up.
3. If a period of grace is allowed where delivery has been delayed, the minimum period is 3 weeks. When this period of grace expires, the customer is entitled to withdraw from the contract. Additional claims such as for the takeover of costs or damages incurred are excluded.

IV. Prices, payment terms

1. Our prices are free to the customer's receiving station on a normal carriage basis. If a different type of delivery is required, the customer must pay the difference in cost.
2. Should essential cost elements such as materials, remuneration, freight rates, energy costs, taxes, duties etc. which affect our manufacturing costs change, we explicitly reserve the right to adjust prices even for those orders which have already been accepted.
3. Our invoices are to be paid within 30 days net.
4. In case of delayed payment we invoice default interest charges calculated to be at least 2% higher than the discount rate charged by the Austrian National Bank OeNB.
5. Claims which we have not recognised in written form cannot be offset against our invoices.
6. We reserve the right to make partial deliveries and to invoice these separately upon delivery.
7. Should conditions arise which call the creditworthiness of the purchaser into question after the date of dispatch of our order acknowledgement (e.g. note protest, deteriorating payment morale, negative credit report, extrajudicial or judicial settlement, bankruptcy etc.) we are entitled to withhold the goods until such time as we have been provided with sufficient surety. If this does not happen within a reasonable length of time we are entitled to withdraw from the contract.
8. Payments by check are conditionally credited subject to being honoured. Payments by note are only accepted with our prior agreement. If we declare ourselves to consent to payment by note the acceptance of notes is only made on account of payment. All costs and charges in this respect including discount charges are to be borne by the customer.

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V. Transfer of risk, Carriage, Packing

1. Our deliveries are to be understood as ex works. Free border see paragraph IV/1. Costs of packaging are invoiced. The packaging is not taken back.
2. The risk of accidental loss or damage to the goods is transferred to the purchaser as soon as we have handed them over to the haulier. In case the carriage is made using our vehicles the transfer of risk is made as soon as the vehicle enters the purchaser's premises or has reached the specified destination. Unloading is at the purchaser's own risk.

VI. Notification of defects, warranty

1. If the goods are faulty or found not to possess properties claimed for them, we correct those components which can be shown to be partially or wholly unusable or whose use is significantly impaired as a result of poor workmanship. We are also entitled to replace a component or a complete delivery.
2. The discovery of such defects is to be reported in writing without delay but at the latest within 8 days from acceptance of the goods (for hidden defects immediately upon detection). Should the purchaser allow the period for reporting defects elapse, further warranty claims are excluded.
3. We must however be provided with the opportunity to inspect the defective components whereby no alteration to or utilization of them may have taken place.
4. Costs incurred for unjustified claims are borne by the purchaser.
5. A warranty claim is prescribed three months after our written rejection of the notification of defects or at the latest within the legally prescribed time limit.
6. Additional claims against us in particular for costs and damages are excluded.
7. The regulations of the VOB (German Construction Contract Procedures) apply to the warranty and can be changed or supplemented by us through written warranty declarations. The lightfast values of the colour manufacturers are adopted for the fastness of the coatings. Small deviations are permissible.

VII. Cancellation, suspension, notice

1. The purchaser is aware that the products manufactured or marketed by us are purpose-built items.
2. Terminations, cancellations and suspensions of effectual orders are only possible before completion of a product.
3. In case of termination, suspension or cancellation we are entitled to demand the verifiable costs incurred up to the moment the termination, suspension or cancellation became effective as well as the respective profit on a pro-rata basis.

VIII. Other claims

1. In as much as other contractual claims are excluded from the scope of the warranty, this also applies to statutory claims of any kind. All statutory claims to compensation are also specifically excluded unless the cause of compensation can be traced to intent or gross negligence.
2. Contractual and statutory claims are prescribed within a 6 month period calculated from the discovery of the respective defect as long as the claims are based upon a fault or defect from our supply including an absence of properties claimed for them.

IX. Retention of title

1. We retain title to the goods until all payments arising from the contact of sale have been received.
2. The purchaser surrenders to us all claims on his customer from the sale of the goods supplied to him on the basis of retained title. The purchaser is authorized to collect such claims as have been surrendered himself. This does not affect our right to collect such claims ourselves. The purchaser undertakes to reveal to us on demand the claims surrendered, the identity of the liable party, and all information required for collection as well as to inform the liable party of such surrender.

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AST

3. The purchaser is not entitled to pledge the goods supplied under retention of title or to assign them as security to third parties. The purchaser has to inform us immediately of garnishments or other interventions by third parties.
4. In the event of breach of contract by the purchaser in particular default of payment the purchaser is obliged to return the goods to us on demand. A withdrawal therein is only to be understood, if we specifically declare it to be such.
5. If the goods to which title is retained are sold together with other goods to which we do not have title, the claim of the purchaser on his customer is considered to be surrendered to us for the total of the claim between the purchaser and ourselves with conclusion of the respective contract of sale.
6. Should goods to which we retain title be lost through installation by the customer, the purchaser is to surrender to us immediately whatever claims to compensation from the customer he may be entitled to. This obligation to surrender remains in force even if the installation was carried out by our personnel on behalf of the purchaser.
7. We will release any sureties as long as the claim to be secured is over-secured by more than 20%.

X. Place of fulfilment, court of jurisdiction and validity of contract

1. The place of fulfilment for supplies and payments is the registered business address of the supplying company.
2. The court of jurisdiction for all disputes arising from the contract of sale, its origination and validity, including actions on cheques and drafts and irrespective of the value of the dispute is the competent court for the supplying company.
3. The invalidity of individual provisions of this contract does not affect the validity of the contract as a whole.
4. The purchaser may only legally transfer rights arising from this contract with our specific written authorization.
5. The contract is subject to Austrian law.

XI. External delivery terms

The placement of an order assumes the agreement of the purchaser to the afore-mentioned terms and conditions. They are considered to be agreed even when the purchaser's terms contain differing provisions. The purchaser's terms are non-binding for us even if they form the basis for the purchase order and we have not explicitly contradicted them; they are only valid if they are confirmed by us in the written form.

