

General Terms and Conditions for Freisinger Fensterbau GmbH

1. General:

These Terms and Conditions apply in addition to the order confirmation issued by us. In the case of contradiction in the General Terms and Conditions, the order confirmation issued by us takes precedence. For all orders issued and accepted by us, the conditions of the pertinent Austrian standards (Ö-Normen) in the current applicable version are legally binding for both contractual parties as agreed. Deviations from these Terms and Conditions are only binding if we have accepted them in writing. Spoken amendments to the contract are not binding for both contractual parties, unless they are subsequently confirmed in writing by the management of Freisinger Fensterbau GmbH.

If any of the provisions of these General Terms and Conditions are or shall be deemed invalid, in whole or in part, the validity of the remaining points of these General Terms and Conditions are not affected. The invalid provision shall be amended in each case by mutual agreement to best serve the purpose of the invalid provision.

2. Quotes, Order Confirmation and Changes:

Orders and other quotes are considered binding by us once they have been confirmed in writing. Differing and additional agreements are only valid in written form. Freisinger Fensterbau GmbH is bound to the quotes it makes for 30 days from receipt of the quote to the customer. After placing an order, the customer will receive confirmation of this order, which is to be returned having been checked through and signed. Once signed confirmation and the agreed payment have been received, the order will be released for production. By signing and returning the confirmation of order, the customer confirms receipt, understanding and acceptance of the General Terms and Conditions of Freisinger Fensterbau GmbH. After sending the confirmation of order, changes may be made free of charge within three working days. After this time, the customer shall incur costs for processing alterations and for any work already undertaken.

3. Prices:

Freisinger Fensterbau GmbH informs dealers of its prices through continuously updated pricelists. Deviations from these continuously updated pricelists are valid only if confirmed in writing in the confirmation of order prepared by Freisinger Fensterbau GmbH. Prices are net ex-works excluding packaging. Installation of the products is not included in the prices.

If, after ordering, material, labour or production costs should change for reasons beyond the control of Freisinger Fensterbau GmbH, Freisinger Fensterbau GmbH is entitled to increase prices accordingly.

4. Cancellation:

In the event of an order being cancelled by the customer before the start of production, Freisinger Fensterbau GmbH is entitled to charge a cancellation fee of 20 % of the total order value. The due date for this cancellation fee shall be given upon receipt of written notice of cancellation. Any further claims for damages by Freisinger Fensterbau GmbH remain unaffected by the cancellation fee. The customer agrees that the amount of this cancellation fee is appropriate, and this may not be altered in any court. If an order is cancelled once production has already begun, the customer is required to pay the total contract sum as agreed.

5. Delivery Date/Delivery/Handover:

Delivery dates are determined from the order confirmation sent to the customer by Freisinger Fensterbau GmbH in writing. Any changes to these delivery dates must be made in writing in order for them to be valid. It is to be noted that the placing of orders is always made ex-works. Should the customer want a free home delivery instead, a separate freight fee will be charged for each such contract.

Force Majeure, in particular natural or other unforeseeable events, releases Freisinger Fensterbau GmbH from meeting the agreed delivery deadlines. Freisinger Fensterbau GmbH will inform the customer in time of expected delivery times. Handover of goods generally takes place upon completion. If there is no handover, the goods are considered accepted on the date of completion, in the absence of justified objections by the customer. In this case, Freisinger Fensterbau GmbH will store the goods at customer's cost end risk.

6. Notice of Defects:

In business-related transactions, the customer is obliged to check the accepted goods for defects and notify Freisinger Fensterbau GmbH within a reasonable amount of time. Both parties mutually agree that 7 days is a reasonable period for this. Obvious defects must be noted on the delivery note immediately upon delivery. All faulty goods, including hidden defects, must be reported immediately in writing to Freisinger Fensterbau GmbH with a description of the defect. Freisinger Fensterbau GmbH will not process free of charge defects communicated after the aforementioned deadline.

7. Warranty:

Freisinger Fensterbau GmbH guarantees their products comply with the contract at the time of handover. This is assumed the case until proven otherwise if the defect appears within six months after handover. A warranty claim may then be possible if the customer notifies Freisinger Fensterbau GmbH in writing with a detailed description of the defect within the reasonable timeframe agreed to in Point 6. The warranty is void two years at the latest after delivery of the products.

8. Payment Conditions:

The price is due for payment as follows: 75% upon ordering and 25% upon delivery. Payment terms are 3% discount for payment within 8 days or 30 days net of invoice date.

9. Offsetting:

It is expressly agreed that the customer may not offset against claims of Freisinger Fensterbau GmbH.

10. Interest:

In the case of a delay in payment (late payment), interest will be charged at a rate of 10% from the payment due date until payment is received by Freisinger Fensterbau GmbH.

11. Reminder and Collection Costs:

Besides the default interest provision, Freisinger Fensterbau GmbH is entitled to reasonable collection fees for late payments. In the case of delayed payment, the customer agrees to compensate Freisinger Fensterbau GmbH for costs arising as a result of judicial and extrajudicial enforcement and collection measures.

12. Retention of Title:

All goods supplied by Freisinger Fensterbau GmbH remain the property of Freisinger Fensterbau GmbH until payment has been received in full.

13. Right to Retention:

If a customer places several separate orders through Freisinger Fensterbau GmbH, a right to retention is permitted for the disputed order only. The customer may not retain any payments for orders carried out properly. Moreover, in the event of a warranted complaint, the customer is only entitled to retain a reasonable amount and not the entire sum.

14. Liability and Damages:

In the event of force majeure (e.g. strikes, fire, catastrophe etc.), Freisinger Fensterbau GmbH assumes no liability for delay or inability to fulfil a contract.

In addition, Freisinger Fensterbau GmbH is only liable for gross negligence within their sphere. The customer may make a claim for damages against Freisinger Fensterbau GmbH only after a reasonable amount of time has been given to rectify defects.

15. Place of Fulfilment:

The place of fulfilment for all services including payment is A-6341 Ebbs.

16. Governing Law and Jurisdiction:

Austrian law applies exclusively as agreed. For any disputes arising from this legal transaction, directly or indirectly, it is agreed that exclusive jurisdiction lies with the competent court for Kufstein.