



# General Terms and Conditions

Hartchrom Haslinger Oberflächentechnik Ges.m.b.H.

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## 1. General

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all services provided by Hartchrom Haslinger Oberflächentechnik Ges.m.b.H. (hereinafter referred to as "Contractor") for the client, unless individually agreed terms and conditions, which are confirmed in writing by the Contractor to the client, are agreed upon.

The client's terms and conditions do not apply, even if the contractor has not expressly objected.

These terms and conditions also apply to future transactions, even if no express reference is made to them.

## 2. Prices

Price lists and price information are indicative and non-binding. Offers from the contractor are subject to change without notice regarding price, quantity, and delivery.

Contractual agreements, including any amendments thereto, must be in writing; unless, in a specific case, an order has been tacitly executed.

The prices are net ex works Linz (excluding VAT) and are based on the costs for materials, energy, and labor existing at the time the offer is submitted. If these pricing factors change, the contractor is entitled to implement a corresponding price increase at the time of delivery. Additional costs arising from the customer's material being unsuitable or insufficient for surface coating will be invoiced by the contractor.

## 3. Coating Material

The customer must deliver the goods to be coated free of charge to the factory and collect them free of charge from the factory.

If the customer fails to collect the goods to be coated when they are ready for shipment, the contractor is entitled to charge storage fees. Shipping of the goods to be coated will be at the customer's expense.

If the goods to be coated are delivered packaged by the client, they will be returned to the client in the client's packaging. Special packaging will be at the client's expense.



#### **4. Offer**

Prices confirmed in an accepted offer shall be deemed fixed prices ex works.

#### **5. Delivery**

Agreed delivery dates are binding only if expressly stated. In case of delay, the Customer may withdraw from the contract after granting a grace period of ten working days, unless the delay is caused by force majeure or Customer fault.

Claims for damages are excluded. Partial deliveries are permitted.

#### **6. Transfer of Risk**

Risk shall pass to the Customer upon handover of goods to the carrier. Loading, transport and unloading are always at the client's risk.

Transport insurance shall only be arranged upon written request and at the Customer's expense.

#### **7. Warranty and Liability**

Complaints of any kind only give rise to claims (§ 377 para. 2 UGB) if they are demonstrably made in writing within a reasonable period, but no later than 7 days, the condition of the coated goods is still as it was when they were ready for shipment, and the contractor has been given the opportunity to inspect the defects at the place of delivery.

In the case of justified complaints regarding defects, the contractor shall, at its discretion, either provide rectification or a price reduction. Further claims by the client are excluded.

Minor deviations and shortages up to 3% are not subject to claims. All warranty claims lapse if not legally asserted within four weeks.

The contractor is not liable if the goods supplied by the client have material defects or are unsuitable for processing. Compensation for damages is excluded if the client has not tested the goods to be coated for their suitability for use.



## **8. Payment**

Invoices are payable net cash upon receipt. In the event of late payment by the client, the contractor is entitled to claim default interest at a rate of 9.2% above the respective bank rate (Euribor). The defaulting client is obligated to reimburse all dunning and collection, investigation and information costs, in particular also dunning expenses and collection fees of any collection agency or lawyer engaged by the contractor.

## **9. Set-Off**

Offsetting claims (whether alleged or otherwise) of the client against claims of the contractor is excluded.

## **10. Governing Law and Jurisdiction**

Place of performance and jurisdiction shall be Linz, Austria. Austrian law shall apply exclusively.