

General Terms and Conditions

of Kaufmann Maschinenbau GmbH,
Platten 209, 6870 Reuthe

I. General - Area of Agreement

1. The following general terms and conditions are valid for all business relations between ourselves and the client. The prevailing version is valid at the time that the contract is entered into-
2. The consumer is a consumer according to the Consumer Protection Act (KSchG) and therefore natural or juristic persons that are not contractors.

Contractors are natural or juristic persons or legally responsible business partnerships where the representational contract pertains to the operation of their business. Businesses are permanent organisations which carry out independent commercial activities whether or not they are directed towards profit.

Clients are both consumers and contractors.

3. Variations, conflicting or supplemental general terms and conditions are not a part of the contract even if they are acknowledged, unless their validity is agreed upon in written form.

II. Entering the Contract

1. Our offers are non-binding and subject to change without notice. We reserve the right to make reasonable technical as well as other changes.
2. A binding contract offer is declared by the client with their order. Orders that are made electronically will be confirmed by ourselves immediately upon receipt of the order. The confirmation of receipt is only then considered a declaration of acceptance when it is specifically stated by ourselves.
3. We have the right to accept the contract offer contained by the order within a period of two (2) weeks. We have the right to accept orders for goods that are ordered electronically within three (3) workdays after receipt.

We have the right to decline the order - for example after checking the credit rating of the client.

4. Completion of the contract with contractors will not or only partially take place under the condition, or in the case of incorrect or improper self delivery,

The contractor will be informed immediately in the case of unavailability or only partial availability of service. Return services will be refunded immediately.

5. In the case where the consumer orders the goods electronically, the contractual text will be saved by us and sent to the client along with the legally binding terms and conditions per email upon acceptance of the contract.

III. Reservation of Ownership Rights

1. We maintain all rights to ownership of the goods until the purchase price is paid in full.
2. The client is bound to take care of the goods while the reservation of ownership rights is effective. If maintenance and inspection work is necessary, it will be carried out on a regular basis by the client, at his own expense.

The client must inform us immediately in writing of any access to the goods by a third party, especially in the case of compulsory enforcement measures or damage made by a third party or the destruction of the goods. If the goods are sold or the address of the client changes, the client must inform us immediately.

The client is bound to reimburse any costs for damage incurred by a breach of these obligations and through necessary intervention measures against access by a third party.

3. If the client is in breach of contract, we have the right, especially in the case of a late payment, to break the contract and demand to have the goods returned. In addition, we have the right to break the contract if the obligations have not been met as described in point 2 and to demand to have the goods returned if adhering to the contract becomes too much to be expected.
4. The contractor has the right to sell the goods in the ordinary course of business. At this point in time he relinquishes the outstanding money in the amount of the amount invoiced which spring from the sale to a third party and obligates himself to make a corresponding note in his books or on his invoices. We accept the transfer. Once the transfer is complete the contractor has the right to collect the outstanding amount owed. We have the right to collect the outstanding amount ourselves as soon as the contractor does not meet his payment obligations and there is a delay in payment.
5. The adaptation and processing of the goods, by the contractor, is done in our name and on our behalf. If the goods are adapted, we have ownership rights to the new object in relation to the value of the goods delivered by us. The same holds true if the goods are adapted or mixed with objects that do not belong to us.

IV. Right to withdraw in the case of a distance contract

1. According to § 5e KSchG, the consumer has the right to withdraw from the contract within seven (7) workdays, starting from receipt of the delivery of the goods to the consumer or from the day of the contract agreement in the case of service contracts. Saturdays do not count as workdays. No reasons must be given for the withdrawal from the contract and withdrawal must be made in writing; Dispatching the withdrawal on time is sufficient.

The right to withdraw is not given by the electronic remittance of the goods as a file. In addition, the right to withdraw is not given with the delivery of audio or video recordings or software, insofar as the consumer has broken the seal of the delivered data carriers.

2. If the consumer uses his right to withdraw, he is obligated to return the goods insofar as the goods can be returned in a package.

The costs incurred for returning the goods when using his right to withdraw from the contract will be carried by the consumer.

V. Payment

1. The prices offered are to be understood as net prices, and are actual prices and are valid until retracted.

The statutory taxes must be added to the price. In the case of delivery, the delivery price is to be added to the net price.

If the consumer uses distance communication for delivery, there will be no added costs.

The customer can pay for the delivery C.O.D. or by bank transfer. We have the right to rule out individual methods of payment.

2. The client is obligated to pay the amount owed within ten (10) days of receiving the service. If the client has not remitted the amount due within the time allowed he will be considered delinquent.

The consumer must add 5% over the basic interest rate for as long as he is in arrears.

The contractor must add 8% to the basic interest rate for as long as he is in arrears. We have the right to add and claim a higher interest rate to the contractor.

The client is obligated to pay any costs incurred by the recovery of outstanding amounts especially collection agency expenses or other necessary methods of prosecution.

3. The consumer only has the right to compensation when his counterclaims have been validated or accepted by us.

The consumer has the right to compensation only in the case of our insolvency or for counter-claims that have legal grounds and are connected to the obligations of the consumer that have been judicially established or accepted by us.

The contractor has no rights to withhold payment.

4. For contracts with clients in non-EU countries, the client must bear all of the import and export duties incurred as well as all and any other duties and taxes.

VI. Transfer of Risk

1. The risk of accidental ruin and accidental deterioration of the goods is transferred to the client at the time of handing over, or when being delivered, at the point in time when the goods are handed over to the shipping agent, the transport carrier or the otherwise appointed shipping agent or agency.
2. When downloading and by delivery of data via the internet, the danger of ruin and the alteration of the data is transferred to the client at the time of crossing the network interface.
3. The point in time of handing over stays the same even if the client is late in taking receipt of the goods.

VII. Guarantee

1. Basically, the client has the choice of whether he wants an improvement or an exchange. We have the right to decline the client's choice if it is impossible for us or if compared to another corrective measure, it is disproportionately expensive.

For contractors, we will choose to correct defects of the goods by either improvements or exchange.

2. If an improvement is not possible or feasible, the client can basically choose a reduction in price, insofar as the defect is not insignificant or demand to make changes to the contract.
3. Contractors must inspect the delivered goods within a reasonable period of time and inform us in writing within one week of delivery of any defects, otherwise the guarantee claim is ruled out.

We must be notified of hidden defects in writing within one week of their discovery.

Timely dispatch of the notification will suffice.

The contractor must be able to prove all claims, especially the defect itself, the time of discovery of the defect and the timeliness of the notice of defects.

4. The guarantee for consumers is two (2) years from delivery of the goods.

The guarantee for contractors is one (1) year from delivery of the goods.

The guarantee for used goods is one (1) year from delivery of the goods.

5. We do not give our clients any type of legal guarantee. Manufacturer guarantees are not affected.

VIII. Limitation and release of liability

1. Outside of the range of application of the product liability law, our guarantee is limited to intentional or gross acts of negligence.

Liability for simple negligence, the replacement of consequential damage and pecuniary damage brought against the client by a third person is ruled out.

2. The above mentioned limitation and release of liability does not apply for attributable bodily harm and damage to one's health or for the loss of life of the client.

In respect to the consumer, the above mentioned limitation and release of liability does not apply to damage of goods given to us for adaptations.

3. We are liable only for our own content on our website. In as far as we have links on our website which allow access to other websites, we are not liable for the contents of the external contents. The external contents are not our own. If we are notified of illegal contents on external websites, we will disable access to these sites.

IX. Data Protection

1. Our "Data Protection Information" informs our clients of
 - the type, amount, length and application of elicitation, processing and implementation, the personal data necessary for the implementation of orders as well as the bill of costs;
 - his right of objection to the creation and implementation of his anonymised implementation profile for the purpose of advertising, market research and for the need based design of our offer;
 - the passing on of data to businesses which are commissioned by us and for the observation of legal data protection regulations for the purpose of and for the time of the credit assessment as well as the dispatching of the goods;
 - the right for free information regarding personal data on our records;
 - the right to correct, delete and block the personal data on our records.
2. Every inquiry, processing and implementation of the personal data that goes beyond that in point 1 must be approved by the client. The client has the chance to give his consent before he makes his order. The client has the right to withdraw his consent at any time which will take effect in the future.

X. Closing Provisions

1. Austrian law applies.
The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

This choice of law is valid for the consumer only insofar as the deigned protection through compelling regulations of the law of the country in which the consumer resides are not revoked.
2. The place of jurisdiction for all disputes raised directly or indirectly from the contract is the Austrian court of law which resides over our location regionally and objectively.

If the client is a consumer then this place of jurisdiction is only appointed if the client has his habitual or permanent residence or place of employment in this district or if the client lives abroad.
3. The place of payment and the place of execution is 6870 Reuthe, Austria.
4. Should individual clauses in this contract with the client including these general terms and conditions become in part or in whole void, the validity of all the rest of the clauses still holds. The whole or partial void clause will be replaced by another clause whose commercial success comes as close as possible to the void clause.