



1. Scope of application

The following General Terms of Business shall apply exclusively for all sales transactions effected by ADACTECH GmbH. Contradictory General Terms of Business or such deviating from those of ADACTECH GmbH shall not be recognised, unless ADACTECH GmbH expressly agrees to their validity in writing.

2. Quotation, conclusion of contract

2.1 The quotations from ADACTECH GmbH shall be subject to confirmation.

2.2 A customer's order shall be a binding offer which ADACTECH GmbH can accept within 4 weeks by written confirmation or dispatch of the goods.

3. Prices

3.1 If there is no specific agreement, the prices shall apply in EURO. The corresponding statutory value-added tax shall be added.

3.2 To the extent that ADACTECH GmbH price lists contain sales prices, these shall be recommended prices which are not binding until the order is confirmed by ADACTECH GmbH. In the event of delivery only taking place more than 4 months after conclusion of the contract by agreement with the customer or for reasons ADACTECH GmbH is not responsible for, ADACTECH GmbH reserves the right to charge the customer the increased price being in particular a result of wage settlements and price increases of materials.

4. Delivery and performance time

4.1 Delivery periods shall only be binding upon express agreement and shall commence no earlier than the customer receives the written order confirmation from ADACTECH GmbH.

4.2 In delays of delivery and performance on account of obstacles unforeseeable for ADACTECH GmbH as a result of force majeure (e.g. strike or legal lock-outs, civil war, acts of terror, unrests, natural catastrophes, delays in material procurement for reasons ADACTECH GmbH is not responsible for, unpunctual delivery to us etc.) the agreed delivery periods shall be extended by the duration of the obstacle. If delivery becomes impossible for ADACTECH GmbH as a result of one of the aforementioned incidents for a period of time of more than three months, it shall be released from its obligation to supply. In this case the customer is entitled to withdraw from the contract.

5. Dispatch, passing of risk

5.1 Delivery shall be ex works ADACTECH GmbH. In dispatch, freight and packing costs shall be charged additionally.

5.2 Risk shall pass to the customer with handing over the objects of delivery to the forwarder, freight carrier or collector, however, at the latest when they leave ADACTECH GmbH grounds. ADACTECH GmbH shall insure the consignments of goods at customer's expense in a way customary in the trade. ADACTECH GmbH shall be free in the choice of the way of dispatch.

5.3 If the customer is in arrears with acceptance of the delivery for reasons it is responsible for, ADACTECH GmbH can demand damage after the fruitless expiry of an extension granted to the customer. It shall amount to 20 % of the net amount of the goods, if ADACTECH GmbH cannot prove higher damage or the customer cannot prove a lower or a lack of existence of damage on the part of ADACTECH GmbH.



6. Payment

6.1 Except as otherwise expressly stipulated, invoices from ADACTECH GmbH shall become due for immediate payment.

6.2 The customer shall not be entitled to withhold payment on account of counter-claims or to offset them against counter-claims, unless the counter-claims are undisputed or have been finally established by a Court of law.

6.3 If the consideration for deliveries is stayed by ADACTECH GmbH on the basis of a contractual agreement or if there is an open account agreement, the entire open balance of due claims shall be settled immediately by the customer, if default in payment occurs with the customer with regard to a claim.

7. Retention of title

7.1 Until fulfilment of all claims being due to ADACTECH GmbH from the entire business relationship with the customer, ADACTECH GmbH shall reserve the following securities, which shall be released pro rata at the discretion of ADACTECH GmbH as soon as their realisable values lastingly exceed the claim against the customer by more than 20 %. In open account, these securities shall serve to secure the balance claim.

7.2 The goods supplied shall remain property of ADACTECH GmbH until complete payment. Customer shall not be entitled to pledge the goods delivered by ADACTECH GmbH or to transfer them by way of security. The customer shall be obliged to inform ADACTECH GmbH without delay if a seizure, confiscation or sundry disposal is done by a third party with regard to the secured goods.

7.3 The customer shall be entitled further to sell the goods supplied by ADACTECH GmbH in the course of proper business dealings. For this case the customer here and now cedes all claims accruing to it from the sale of the goods secured to ADACTECH GmbH. ADACTECH GmbH accepts the cession. As long as the customer fulfils its contractual obligations towards ADACTECH GmbH properly, it shall be entitled to collect the claims ceded to ADACTECH GmbH as security. In case of delay in payment ADACTECH GmbH shall be entitled to demand that the customer notifies third party acquirers of the right of retention or the handing over of all the documents necessary for ADACTECH GmbH to assert its claims.

8. Rights of the customer in case of defects

8.1 The customer shall be obliged to examine the object without delay following handing over and – in particular before the first use of new products – shall regularly hold adequate own tests and trial processing in order to monitor and to ensure the suitability of the products supplied for the processes and processing and use purposes intended. Any defects established on this occasion shall be notified to ADACTECH GmbH without delay. At the same time, a sample of the goods giving rise to complaint shall be sent to ADACTECH GmbH. If the customer fails to make the examinations or fails to notify ADACTECH GmbH without delay, it shall lose the right accruing to it pursuant to sections 8.3 and 8.5. No rights shall accrue to the customer for defects caused by treatment of the products contradicting the contractual requirements or product directives by the customer or by third parties.

8.2 Customer shall advise ADACTECH GmbH of hidden defects within one year of delivery at the latest.

8.3 If an object proves to be faulty, the customer can demand subsequent performance.

8.4 ADACTECH GmbH can make subsequent performance dependent upon the fact that the customer pays a suitable part of the purchase price, taking the defect into account. ADACTECH GmbH can reject the selected form of subsequent performance, if it is only possible with disproportional costs.

8.5 If reworking by ADACTECH GmbH fails twice, if ADACTECH GmbH rejects the subsequent performance or if ADACTECH GmbH does not complete the subsequent performance within a suitable period set by the customer, the customer can reduce the purchase price or withdraw from the contract and demand payment of expenditure in vain or damage in the scope of no. 9 in lieu of performance. The rights of the customer to withdraw and to demand in lieu of performance shall be ruled out, if the defect is only inconsiderable.



8.6 Customer's claims on account of defects shall be barred by limitation one year after delivery of the object.

9. Liability

9.1 ADACTECH GmbH shall be liable without limitation for malice aforethought and gross negligence.

9.2 ADACTECH GmbH shall only be liable for simple negligence – except in cases of injury to life, limb or health – insofar as essential contractual obligations (cardinal obligations) are breached, limited to the damage typical for the contract and foreseeable.

9.3 The limitations and exclusions of liability pursuant to section 9.2 shall not apply for liability dependent on culpability prescribed by law (e.g. according to the Product Liability Act) or from a guarantee dependent upon culpability taken on contractually.

9.4 Insofar as ADACTECH GmbH liability is ruled out or limited pursuant to section 9.2, this shall also apply for the personal liability of its employees, workers, representatives and vicarious agents.

10. Applicable law, place of performance, separation clause

10.1 All legal relationships between ADACTECH GmbH and its customers shall exclusively be governed by the laws of Austria.

10.2 Exclusive place of performance for delivery and payment obligations shall be the registered office of ADACTECH GmbH in Salzburg.

10.3 Should individual provisions of the General Terms of Business or parts thereof be or become totally or partly ineffective, the efficiency of the remainder of the General Terms of Business shall not be affected. The ineffective terms shall be replaced by effective regulations coming as close as possible to the entirety of the General Terms of Business and the other contractual agreements in a factual, legal and economic regard. The same mode of procedure shall apply if the General Terms of Business should be seen to manifest a loophole.