I. Scope and validity:
1. The following terms relate to all orders accepted and executed by us (supplies of goods and services) and, upon placement of the order by the buyer / contracting party, are deemed to be acknowledged and legally binding, even in the event where such terms are not expressly objected to or amended.

2. Our terms and conditions have priority in all cases over any standard business terms of the buyer / contracting party.

3. The buyer / contracting party is entitled to submit interim invoices for work and expenses.

4. In cases in which the order varies from the offer / quote, we reserve the right to make corresponding adjustments in price in the event the order is accepted.

5. Prices: Offers / quotes are fundamentally valid for a period of four weeks from the time of the order.

6. Prices listed in an offer / quote are prices in effect on the date indicated in the offer / quote.

7. The buyer / contracting party must ensure that materials, equipment and machines required for execution of the order as well as for trial operations, must be provided at no charge, lockable rooms for our employees as well as for storing tools and materials; furthermore power needed for execution of the order, as well as for trial operations, must be provided at no charge by the buyer / contracting party.

8. If the buyer / contracting party does not accept goods or services on which closing notes or administrative consents and to provide all required third-party or administrative notices at its own costs and expense.

9. Claims for damages or later delivery are precluded in such cases. However, we reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

10. Liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

11. The buyer / contracting party is required to obtain all required third-party authorizations, permits, licenses, etc. required in the case of freight-free consignments.

12. Terms of delivery and dates:

   a. Delivery deadlines and dates begin on the date an order is accepted (order acceptance).

   b. Damage and risk pass to the buyer / contracting party upon delivery ex warehouse that is to be charged with delivery goods on order.

   c. We reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

   d. Prices: Our terms and conditions have priority in all cases over any standard business terms of the buyer / contracting party.

   e. The buyer / contracting party is entitled to submit interim invoices for work and expenses.

   f. No liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   g. Claims for damages or later delivery are precluded in such cases. However, we reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

   h. Liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   i. Prices: Our terms and conditions have priority in all cases over any standard business terms of the buyer / contracting party.

   j. The buyer / contracting party is entitled to submit interim invoices for work and expenses.

   k. No liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   l. Claims for damages or later delivery are precluded in such cases. However, we reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

   m. Liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   n. Exhibition and risk pass to the buyer / contracting party upon delivery ex warehouse that is to be charged with delivery goods on order.

   o. We reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

   p. Liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   q. Claims for damages or later delivery are precluded in such cases. However, we reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

   r. Liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   s. Exhibition and risk pass to the buyer / contracting party upon delivery ex warehouse that is to be charged with delivery goods on order.

   t. We reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

   u. Liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   v. Claims for damages or later delivery are precluded in such cases. However, we reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

   w. Liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   x. Exhibition and risk pass to the buyer / contracting party upon delivery ex warehouse that is to be charged with delivery goods on order.

   y. We reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.

   z. Liability is assumed in the event of a delay in delivery as a result of an act of God (Section 14.1.). In such cases, we are entitled to extend obligations for shipment, even in cases where shipment is not possible on a timely basis after no fault on our part or on the part of the buyer / contracting party.

   aa. Claims for damages or later delivery are precluded in such cases. However, we reserve the right to deliver / ship in any event and in such cases, the buyer / contracting party is not entitled to revoke a confirmed order.
The foregoing applies likewise for services and additional work the necessity and appropriateness of which only becomes apparent during the execution of the order, whereby no special notice of this need be given to the contracting party.

3. It is within our discretion to refuse to make repairs in the event unauthorized repairs were attempted or the safety of our staff cannot be guaranteed.

4. We will only provide quotes for repair work on request. Such quotes are non-binding and must be paid for even in the event the work is not ordered.

5. Repaired equipment / systems are shipped at the cost and risk of the contracting party in all cases.

6. Equipment / systems that are not picked up will be disposed of two months following the last-completed repair completion in order to cover the costs of repair. The provisions of Section 13.5. apply in such cases.

7. All other claims beyond those related solely to curing a defect (including consequential damages) are expressly precluded, except in cases of gross negligence on our part.

8. We assume no liability with regard to damage to equipment, accessories or systems subject to delivery or performance. The contracting party will be responsible for such damage.

9. The party placing the order is required to provide notice of non-conformities, damage or defects it has discovered as well as of urgent matters requiring service / repair work within two days of the delivery / service. In the event we are not informed of the technical specifications to be used, we will not be required to perform. Available technical documentation regarding the object to be repaired must be provided. The contracting party commits to obtain supplemental information from the manufacturer in the event we request it or perform the repair.

10. The party placing an order must make appropriate workspace available in the case of service work to be performed on-site. The contracting party must obtain replacement parts and make them available on a timely basis, provided they are not to be supplied by us according to the order confirmation. The contracting party is responsible for disassembly and transportation.

11. The contracting party expressly call to our attention cases in which particular care must be taken in relation to it or third parties or if applicable regulations must be complied with.

IX. Payment/Due dates/Consequences of default:

1. The purchase price / labor costs / costs for work performed stated in an invoice is due for payment to the account indicated by us upon receipt of the invoice without deduction.

2. In the event of a default in payment, default interest will be charged at a rate of 5% above the applicable basic interest rate. We charge €5.00 (plus VAT) for each payment reminder. In the event of a default in payment, the customer / contracting party commits to reimburse us for all costs and expenses, in particular costs of collection, court costs and attorneys' fees for judicial and non-judicial proceedings, incurred as a result of the payment reminder.

3. Payments are deemed to have been made on the date on which we may dispose of the respective amount. All costs and expenses, in particular costs of collection, court costs and attorneys' fees for judicial and non-judicial proceedings, incurred as a result of the payment reminder.

4. Non-compliance with the terms of payment or circumstances which give rise to doubts as to the creditworthiness of the buyer / contracting party entitle us to accelerate all amounts due from the buyer / contracting party, revoke all pending contracts and to demand compensation for damages for non-fulfillment.

5. In specific cases, we may demand payment in advance for supply or performance under still-outstanding contracts.

6. In addition, we are entitled to demand additional security and in such cases the buyer / contracting party is obligated to secure all outstanding amounts owed by ceding security interests or pledging other assets in their favor.

X. Retention of title:

1. We retain title to all goods delivered, installed or otherwise transferred by us until the satisfaction of all then-outstanding or future claims, in particular current account balances, to which we are entitled in relation to the buyer / contracting party regardless of legal basis. This applies in like manner in cases where payment is made in relation to specially-designated obligations.

2. In the event of a default in payment, we are entitled to exercise our right of retain title and seize the goods without this being deemed to be a revocation of the contract.

3. If the buyer / contracting party processes or combines goods subject to retained title with goods not belonging to us, we retain title to the new goods or products (systems) or the buyer / contracting party assigns to us its title to the new goods or product as applicable.

4. Until invoice amounts have been paid, the buyer / contracting party is obligated to view all goods delivered by us, which are to be combined to form a new product, to insure such goods at replacement costs and to handle them with care. All claims to benefits from the insurance provider are deemed to have been assigned to us.

5. The buyer / contracting party is not authorized to make other dispositions of the goods subject to retained title, in particular assignments by way of a security or pledge.

6. The buyer / contracting party is obligated to inform us of any attachment or other impairment or goods we have delivered subject to retained title by a third party without delay and must provide us complete information at all times regarding the identity of the person who has assigned the goods to a third party.

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14. The buyer / contracting party is obligated to inform us of any attachment or other impairment or goods we have delivered subject to retained title by a third party without delay and must provide us complete information at all times regarding the identity of the person who has assigned the goods to a third party.

15. The buyer / contracting party is obligated to inform us of any attachment or other impairment or goods we have delivered subject to retained title by a third party without delay and must provide us complete information at all times regarding the identity of the person who has assigned the goods to a third party.

16. The buyer / contracting party is obligated to inform us of any attachment or other impairment or goods we have delivered subject to retained title by a third party without delay and must provide us complete information at all times regarding the identity of the person who has assigned the goods to a third party.

XII. Compensation for damages:

We are liable only for damages to objects belonging to the buyer / contracting party incurred directly in the course of performance / or which were accepted for processing and which were caused by us intentionally or through gross negligence. All other claims on the part of the buyer / contracting party, in particular claims for consequential damages, are precluded, except in cases of gross negligence. All other claims beyond those related solely to curing a defect (including consequential damages) are expressly precluded, except in cases of gross negligence on our part.

In the case of loss or damage to an item to be repaired, our liability is limited to the scope of liability of the supplier (manufacturer). We assume no additional guarantees or repairs.

The warranty lapses in the event goods are modified by a third party or as a result of processing and the defect bears a casual relationship to the modification.

Furthermore, the warranty lapses in the event the buyer / contracting party fails to comply with regulations regarding the handling of the contractual product, does not comply with installation requirements and conditions for use, subjects parts to excessive strain, heat or pressure (including load and stress), or if the buyer / contracting party is careless or does not inform us of future use or place of deployment of goods or services, respectively, delivered or produced. In particular, we are not liable for damages resulting from the use of third parties, atmospheric disturbances, excessive voltage / chemical influences.

5. If goods / services are prepared by us based on construction specifications, drawings or models from the buyer / contracting party, our liability applies solely to the execution of such specifications based on the information provided by the buyer / contracting party and not to the correctness of such specifications, drawings or models.

6. The buyer / contracting party is required to indemnify and hold us harmless in the event work performed on such a basis infringes the industrial property or other intellectual property rights.

7. We assume no liability when accepting repair orders or modifications of used or third-party goods, equipment, or systems as well as cases of delivery of such goods, equipment or systems.

8. All costs incurred in connection with curing a defect (for example, installation and removal, transportation, travel expenses and travel time) are to be borne by the buyer / contracting party.

9. We will only perform temporary repairs pursuant to an explicit order and they are only of an extremely limited duration.

10. Consumables only have a service life in accordance with the applicable state-of-the-art.

11. We must be informed of defects without delay, at the latest within three days of receipt of the goods / equipment and must provide in writing by means of registered mail, by telephone, fax or e-mail. All information needed to assess the defect and its causes (including documents) must be provided to us.

12. Patent defects must be objected immediately upon receipt of the goods subject to delivery. Written or oral / oral notice that the defect has been objectively discovered must be submitted to us immediately upon the discovery subject to the immediate cessation of all processing work. Notice of defects will not be acknowledged if the goods or the work are not at the indicated location or in the same condition as on delivery. Defective goods may only be returned to us with our express written permission.

13. In the case of a legitimate complaint, we will accept return of the goods/work and the buyer / contracting party is free to request credit or make a replacement.

14. Any claims will fundamentally be compensated by curing the defect without charge and by replacement if cure is not possible. Any further claims of any sort, regardless of legal basis, in particular compensation for direct or indirect damages or lost profits, are precluded.

15. In the event cure or replacement, respectively, is not possible or may only be done so at an unreasonable cost, we will grant an appropriate reduction in price.

16. We will provide notice of appointments for repair / replacement of goods or systems 14 days in advance. If the buyer / contracting party does not object to the proposed date within 8 days, the appointment is deemed to have been approved. If the buyer / contracting party is not present at this appointment or impedes or makes the repair / replacement impossible, the buyer / contracting party is required to pay for each additional attempt at repair.
Liability for simple negligence is excluded in the same manner as compensation for consequential damages, financial damages, unrealized savings, loss of interest, or damages from claims of a third asserted against the buyer / contracting party. We must be provided proof of cases of intent or negligence.

7. Any action for damages may only be brought within six months after those entitled to assert a claim have gained knowledge of the damage, but not later than three years after the occurrence of the (primary) loss following the incident upon which the claim is based, unless other statutory limitation periods are laid down in other legal provisions.

XIII. Revocation of the contract:
1. If the buyer / contracting party is in default of the agreed payment or other performance, we may delay the satisfaction of our own obligation until payments in arrears have been made or outstanding performance has been completed, impose a reasonable extension of the delivery deadline, accelerate the still-outstanding remainder of the purchase price (due for immediate payment), revoke the contract upon the expiration of a reasonable grace period.
2. Furthermore, we are entitled to revoke the contract in whole or in part: if performance of the delivery or service is not possible due to circumstances for which the buyer / contracting party is at fault, or delay continues as a result of granting additional time; if concerns arise as to the solvency of the buyer / contracting party and, upon our request, it does not make advance payment or provide suitable security; if the delivery deadline is extended by more than one-half of the originally-agreed period, however six months at the least, as a result of the circumstances described above.
3. In the event insolvency proceedings are initiated as to the assets of one of the parties to the contract, or a petition to initiate such proceedings is rejected due to a lack of assets, the other party is entitled to revoke the contract with immediate effect.
4. Without prejudice to claims for compensation on our part, if the contract is revoked we are entitled to invoice previously-provided work or partial work; payment is due immediately. The foregoing also applies to the extent the supply or performance was not yet accepted by the buyer / contracting party and with regard to preparatory work already performed by us. However, we also have the right to demand the return of already-delivered objects.

XIV. Relief from performance:
Labor disputes as well as all circumstances outside of the control of the parties (acts of God), for example fire, mobilization, seizure, embargo, prohibitions on currency transfers, riot, scarcity of common supplies, restrictions on energy consumption, coincidence, disaster, etc., give us the right to be relieved of contractual performance.

XV. Set-off and retention
1. The buyer / contracting party is precluded from setting off any purported counterclaims against amounts we are owed.
2. In the case of a legitimate claim to repair, a right of retention of the purchase price or labor costs is limited to expenses necessary for such repair.

XVI. Place of performance and arbitration clause:
1. Vienna is deemed to be the place of performance for payments related to all contracts even if carriage paid to the receiving station or ex works has been agreed.
2. All disputes arising under this contract or related to its breach, rescission or invalidity shall be subject to final resolution based on the Rules of Arbitration and Conciliation of the Austrian Federal Economic Chamber, Vienna (Vienna Rules) by an arbitrator appointed pursuant to such Rules.

XVII Miscellaneous:
1. Side agreements, amendments and supplements must be in writing in order to be effective. This also applies to the waiver of the foregoing written form requirement.
2. In the event provisions or material components, respectively, of these Standard Business Terms are or become invalid or incomplete, in whole or in part, the remainder of these Standard Business Terms remain in full force and effect. An invalidity provision or gap, respectively, is to be replaced by a provision that the parties would have agreed to in furtherance of the same (economic) objective had they been aware of its invalidity or incompleteness.