

A. general

1. *These general Terms and Conditions apply to everyone, business to be locked in future, too, the TEGUM with their customers. Deviations of these general conditions of sale planned by the customer are effective only at written recognition by TEGUM.*
2. *The sending of the TEGUM price list cannot be considered a supply. Orders coming in circulars or price lists on a general offer do not commit TEGUM to doing the delivery.*
3. *Verbal or telephonic agreements as well as written and verbal arrangements with representatives of TEGUM are only obligatory for TEGUM if they have been confirmed by TEGUM in writing.*
4. *forms, production makeshifts and facilities are property of the TEGUM, also then, if a form contribution was done by the customer and the suggestions and outlines are from it for the article to be produced.*
5. *instructions which are given by TEGUM in leaflets, instructionses or other product information have to be strictly followed to avoid possible damages. Before a use or going beyond the defined application fields treatment of the products you particularly warn. For some sufficient information of every further buyer or user is by the customer to provide.*

B. delivery terms

1. *The delivery and calculation is carried out at the prices valid on the day of the delivery and terms. Provided that no other regulation is met in the respectively valid price lists of the TEGUM, a minimum order value applies to open stock of € and to making orders of € .*
2. *If prices are agreed on between TEGUM and the customer before the time of the delivery, these prices are then based on the cost factors being valid in the time of the completion of a contract. If the pay and/or cost of materials increases between completion of a contract and delivering time, TEGUM is authorized to charge the respective production status corresponding price surcharges.*
3. *For work performances (assemblies, repairs, maintenances and similar work) TEGUM charges the hourly rates being valid at the time of the completion of the work performances and material prices; Journey and waiting times are working times. For overtime, night, sunbathe and on holidays work becomes this one at TEGUM valid surcharges calculates. The travelling expenses as well as day and overnight stay monies are billed for separately.*
4. *TEGUM exclusively supplies goods with Hallein ex works unless a divergent deliver and mode of transport are particularly and in writing agreed on between the parties heretos; additional costs resulting from it are for debits of the customer.*
5. *The danger changes also at partial deliveries on the customer with handing over to him at consignment also at use of means of transport by TEGUM or of one's own freight paid delivery with completion of the shipment in the work or store TEGUM - Hallein. The danger goes along also at partial deliveries on the customer about with provision or with indication of the dispatch or removal readiness if consignment or removal from circumstances to be not represented of TEGUM is delayed or prevented the handing over bzw .*
6. *The goods intended for the processing, refining or repair have a post-free production work to be delivered. Freight compensations at collection by the customer are not granted. Place of performance for TEGUM is the production work or the branch office by which the product is obtained. The item 5. applies to the danger transition) analogous. A one or repeated delivery of goods by TEGUM franco domicile of the customer does not give this any legal right on a constant granting of this privilege.*
7. *transport insurances are made by TEGUM only on an express request and on invoice of the customer.*
8. *The measures provided by appropriate norms are kept.*
9. *partial deliveries are permitted.*

C. delivery periods

1. *An obligation to the compliance with delivery periods agreed on is taken on only under the prerequisite of an undisturbed production start. Delivery periods start and as soon as the customer fulfils all required formalities and has deposits agreed on made...with the date of the written confirmation, documents, to be provided to it at the earliest with arriving of the customer, however, con-positions and workpieces in TEGUM*
2. *Compensation TEGUM release the consequences acts of god or similar unforeseen events with TEGUM or with third parties from the obligation to the punctual delivery with which TEGUM is in business connection, for example business or traffic hold-ups, fire, inundations, workers, energy or shortage of raw material, strike, lockout, official measures etc., and in addition, TEGUM give the right, further shipments without claim open and duty without subsequent delivery to adjust.*

D. reservation of title

TEGUM reserves the property for itself at all goods delivered by it the invoice amounts until fully paid. The customer is authorized, however, the product in the ordinary business weiterzuveräußern, to process or to unite. He obliges himself to hand over his demands from the resale or processing to TEGUM to his buyers on request of TEGUM and to attach this one to the effectiveness's required remark in his books or on his invoices. TEGUM is any time authorized to contact the buyers of the customer of the cession having been carried out. The consent to the resale, processing or union dies straight away as soon as the customer is insolvent or is with the fulfilment of his contractual duty behind schedule. At distraint, confiscation or other disposal by third parties the customer has to contact TEGUM immediately. The customer bears the costs connected to the putting through of the property.

E. terms of payment

1. *As far as not indicated differently, the selling prices of the TEGUM as well as all offers and calculations are in €.*
2. *invoice amounts are duly and postage and free of charge payable with 2% cash discount or 30 days without every discount eight days as of date of invoice as of date of invoice. Employees and representatives the TEGUM only then are entitled to the receipt by payments if they have a collecting power.*
3. *A third of the order sum at receipt of the order confirmation, another third at receipt of the dispatch readiness and the rest are differing from the item 1.) due for the payment 30 days as of date of invoice at orders whose value € 75.000, - exceeds.*
4. *A payment of interests on ahead bzw does not take place payments on account .*
5. *In principle, payments have to be sent by the customer at the the risk and the expense to Hallein. Place of performance for the customer is Hallein.*
6. *The restraint or setting off by the customer due to counter-claims, which way is excluded always.*
7. *The written consent of TEGUM presupposes the acceptance from changes payment instead of.*

8. TEGUM is authorized at delay in payment of the customer to settle default interest in the amount of 12% p.a. provided that higher credit procuring costs do not result for it. Furthermore the defaulting customer has to bear collection, elevation and information costs with the collection of the open invoice amounts in connection of a stationary reminding all. In the case of the delay, furthermore all demands immediately duly become TEGUMS opposite the customer; the customer then is behind schedule with these payments, too.
9. If periods of payment agreed on of the customer are not met, all claims of the customer expire from possible Pönalen agreed on for non-compliance of appointments by TEGUM.

F. guarantee and compensation

1. defects and damage immediately must at another exclusion after the appearance by means of a registered letter TEGUM - are announced to head office - 5400 Hallein, Mauttorpromenade16, and reproached .Every guarantee and every compensation is excluded in the case of delayed customer's complaint or delayed accident report provided that mandatory legal norms do not stand contrary to it.
2. Every guarantee and every compensation then is excluded if the customer at the delivering or work object without a previous consent TEGUMS carries out or has carried out changes or repair works, if he violates installation specifications or operating instructions, disregards operating conditions agreed on, delivering or work object improperly treats or stores this one, straight away if TEGUM does not grant the news the time and opportunity in an adequate way for the rectification of defects or repair, as long as the customer does not meet his obligations from the deliver or contract of manufacture, is particularly with payments agreed on completely or partly in the delay.
3. The guaranteed period is consumption and consumable parts, such as diaphragms, twelve months as of danger transition (B.5), sealing elements etc. are excluded from the guarantee. A guaranteed period of three months is agreed on for Mängelbehebungsarbeiten in the context of the guarantee, however, the guaranteed period ends with expiry of the guaranteed period agreed on originally at the latest.
4. TEGUMS become either the unsatisfactory object or its unsatisfactory parts against mängelfreie exchanged after choice as far as TEGUM guarantees or TEGUM improves or is credited to the customer by TEGUM an account corresponding to the price reduction. By the exchange of unsatisfactory objects or parts the guaranteed period is not prolonged. Exchanged parts change into the property TEGUMS. The costs of a rectification of defects carried out by the customer or a third party are not refunded by TEGUM unless TEGUM has agreed with him particularly and in writing. The right of the change is particularly abstained from on the part of the customer.
5. deliveries of Sekunda- bzw partieware always carried out job lot under an express exclusion of every guarantee and every claim to compensation.
6. If the articles shall correspond to samples of earlier deliveries, then deviations are avoided as far as this is technically possible. TEGUM can either carry out a substitute delivery or withdraw from the contract at considerable deviations after its choice without the customer being able to derive demands for compensation from it.
7. At return of the queried product the consent has to be sought from TEGUM before the despatch. The return has to be carried out free of charge for TEGUM.
8. For the execution of repair activities to rubber coatings every guarantee is excluded provided that the repair object was not produced or gummed by TEGUM. In all other cases the guaranteed period is three months for assemblies, repairs, repair rubber coatings and maintenances as of completion of the assembly, repair or maintenance works by TEGUM. From earlier work or deliveries of TEGUMS an open guaranteed period if need be is not prolonged by the guaranteed period mentioned last one yet.
9. Special guarantee for Hart and soft rubber disguising: Deliveries and performances are all carried out in agreement with the severe quality guidelines of TEGUM. TEGUM guarantees that materials and rubber coating work are free of material and here positional errors. Anti-corrosion protection rubber coatings are checked by TEGUM for completeness. Such an examination has to be repeated by TEGUM after the assembly and immediate before putting into operation with the end customer. Examinations are only then appreciated if them an employee's suitable for this examination TEGUM alone or in presence are carried out by TEGUM and the meeting of creditors was agreed on in writing. The costs of the examination are this end customer separately settles. Defects of the mentioned type are cleared free of charge by repair or substitute delivery after choice TEGUMS of TEGUM in accordance with the guarantee regulations (F.) for the customer. The guaranteed period starts with the first putting into operation or prooftesting of the plant after examination carried out by TEGUM at the end customer and applies to the duration of twelve months, at the latest however to a period of fifteen months after delivery having been carried out. In connection with this, TEGUM does not assume any liability for defects particularly for escaped profit or loss of production of business and assembly conditions which were not announced to TEGUM in writing and for damages of every kind. As far as these special guarantee conditions of the general guarantee conditions of the section F. differ, they take the place, as for the rest they complete these (foreign cover for the complete earth except for the USA and Canada).
10. The liability TEGUMS for those parts of the goods or work performance which TEGUM for its part obtains from Zulieferanten confines itself to those guarantee or compensation claims which are entitled to TEGUM opposite the sub-supplier / tier-n supplier.
11. The liability scope of work for delivery items or work performances outside the Republic of Austria confines itself to those performances which would have arisen in a guarantee case at the place of the frontier crossing.
12. If the delivery item of TEGUM is made due to construction information, drawings of or models of from the customer, then the skid resistance TEGUMS does not extend on the correctness of the construction but only on it either that the execution be carried out according to the information from the customer.
13. TEGUM is liable for all injuries to persons of third parties in accordance with product liability law. Property damages only are liable for if a consumer suffers them. The customer is obliged at resale of products which were obtained from TEGUM to tie over this exclusion of liability for property damages opposite businessmen on every further buyer.
14. All further claims of the customer or third party, primarily claims to compensation of every type, are excluded provided that the damage was not responsible for by TEGUM deliberately or roughly negligently. For escaped profit due to a delayed or unsatisfactory delivery for breakdowns caused by it for carriage which results for the unsatisfactory one in connection with the exchange against free from defects goods for possible end and one building costs which is for the processing at TEGUM for care and processing damages to objects as well as for the claims laid by the buyer of the customer against these no-one negligence is also at rough liability taken. TEGUM will insure it against such disadvantages on request of the customer on its invoice.
15. Provided that the production of articles is carried out after drawings, sample or other documents of the customer which intrude on industrial property rights of third parties, the customer has to keep TEGUM a pity and non-actionable.

G. different

1. *As a place of jurisdiction the relevantly responsible court is agreed on for the two parts in Salzburg.*
2. *Exclusively Austrian law has to be applied to all on the right relations which are derived from deliver and contracts of manufacture which were completed by TEGUM.*
3. *The general conditions of sale of TEGUM on which all agreements and offers are based on hand are regarded as appreciated by placing of order or acceptance of the delivery; they can be changed by TEGUM any time. Contrary conditions are ineffective even if TEGUM particularly does not contradict these; they are only valid when they are particularly appreciated by TEGUM in writing in the individual case.*
4. *TEGUM is authorized to save and to utilize the persons and company-related data of the customers.*
5. *The ineffectiveness, invalidity or emptiness of single regulations does not touch the validity and effectiveness of the other regulations of these general Terms and Conditions.*