

GENERAL CONDITIONS

Prices

Unless otherwise agreed the indicated prices (in EURO) are to be understood without taxes, packing and without taking into operation. For test runs we will charge min. 5 % of order volume.

In case that labour costs due to collective bargaining stipulations of the industrial sector or internal closings or that other costs, which are necessary for performance like materials, energy, transport, financing, etc. will change, we are entitled to adjust our prices accordingly.

Price basis:

EXW (Incoterms 2010)

Payment:

30 % down payment at order placement
70 % upon readiness for dispatch

Interest for delay:

In case of delayed payment 10 % interest will be invoiced.

Delivery time:

as agreed. Marginally delays of delivery have to be accepted by the contracting party, without having the right for compensation of damages and/or to withdraw from the contract.

Country of origin:

Europe

Energy specification:

Our machines are executed for application under the conditions as mentioned in our energy specifications as actually amended. These conditions are an integral part of these general terms and conditions.

For electric executions deviating from the mentioned EN standards, an extra price relating to the additional costs will be charged.

Validity:

30 days from date of issue

Reservation:

EICON reserves the right to alter their delivery program and to make technical alterations in the interest of further development.

Painting:

Machine: acc. customer's requirements (single coloured). If multi-colour painting is requested, we will charge you with 2 % of machine price.

Control cabinet: Standard RAL 7035
(special painting: EUR 250,-/unit)

Warranty:

The onus of proof that the defect has already existed at time of handing over has to be borne by the purchaser. Warranty is given for a period of 6 months and/or 200.000 cuts of our cutting machines (provided a correct maintenance) from delivery ex works, except parts of normal wear and tear.

Condition precedent to recovery is an immediate notification of defects as well as prompt control / testing of the equipment upon receipt of the delivery. We will fulfil warranty claims at our option either by repair or by exchange. In case that repair, or exchange would cause disproportional expenses, we will grant an adequate price reduction. In case the defects are not only marginally or unrecoverable, the customer will have the privilege for conversion.

Compensation of damages

Compensation for damage in cases of slight faults is excluded. This does not apply to damages to persons. Besides of damages to persons we are only liable if the injured proves us gross fault. Claims for compensation will become time-barred within 6 months upon knowledge of damage and injured, but latest 3 years upon delivery.

Product liability

Any recourses receivable which will be made against us, under the title „Product Liability“ iSd PHG are excluded, except the entitled claimant proves that the mistake has been caused in our sphere of responsibility or that we have acted grossly negligent.

Secrecy

Our partner is obliged to keep in secret against third parties any knowhow received during the business cooperation.

Plans, sketches, cost estimates or other information like leaflets, catalogues, samples and presentations remain our intellectual property. Any kind of use, especially circulation, duplication, publication including also partial reproductions shall require our written proposal. All of the above-mentioned documents may be claimed back by us at any time. In case that no contract will be agreed, the documents have to be returned to us immediately without demand.

Packing

Required packing will be invoiced separately according to the actual costs.

Transport

Transport costs will be invoiced according to the actual costs.

Retention of Title

The delivered goods remain our property until payment has been made in fully.

A resale is only permissible if purchaser informs us previously, indicating company name and complete address of customer and if we agree to this resale. In case of our acceptance it the assignment of the claim is agreed and you are obliged to inform your partner accordingly.

Force Majeure

Force majeure in the sense of these General Terms and Conditions are all circumstances, that are out of the influence of the parties, such as delayed delivery of sub-suppliers, cases of force majeure in the close meaning (i.e. war, fire, earthquake, etc.) unforeseeable machinery break-down, lack of energy, material or raw material, official acts, delay in transport and customs clearance, strikes, etc.

Place of Jurisdiction

Place of jurisdiction to be considered the factually concerned court for the community of Steyr/Austria.

All contractual relations are subject to Austrian Law, UN convention on contract is excluded.

For deliveries outside of EC, the following is agreed: All disputes arising in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

General

For the rest "THE GENERAL CONDITIONS FOR THE SUPPLY AND ERECTION OF MECHANICAL; ELECTRICAL AND ELECTRONIC PRODUCTS - ORGALIME SE01 are valid as actually amended.

All prices are without obligation - errors and omissions excepted.

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