



QUADRATOOL
THIN CUTTING SOLUTIONS

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General Terms and Conditions (Terms), valid from 02/2017

1. General Terms and Conditions (Terms), valid from 02/2017

1.1 All quotations and agreements with business undertakings or legal entities under public law shall be based on the contractual conditions referred to below. Any purchase conditions of the customers which differ from these Conditions shall not become part of the contract even through acceptance of the order. A contract shall be established by means of the written order confirmation.

1.2 Quotations shall be without engagement, insofar as an obligation which is limited in time does not arise from the quotation.

1.3 We reserve the right of ownership and copyright with regard to samples, quotations, cost estimates, drawings and similar information of a corporeal or incorporeal nature, including information in electronic form; they shall not be made available to third parties and shall be returned on request

1.4 The order shall be confirmed with reference to the technical information available at the time. Measurements and tolerances shall be based on the appropriate standards applicable at the time, otherwise in accordance with normal trade practices as well as the state of the art and shall be considered specifications, not warranties. We reserve the right to supply tools of the current delivery program, if it corresponds in its functionality to the tool ordered.

1.5 Alterations to or the provision of greater details regarding the technical data after the conclusion of the contract require our consent, may delay the delivery date and shall be made at the expense of the customer. The amount to be invoiced shall depend on the scope and expense necessary to implement the alteration.

2. Delivery date

2.1. Delivery dates and deadlines are always assumed to be estimated dates, even if this is not expressly stated.

2.2. The delivery date shall be established from the agreements between the contractual parties. Our compliance with this date shall be conditional on all commercial and technical queries being clarified and the customer having fulfilled all the obligations incumbent on him. Should this not be the case, the delivery period shall be extended accordingly. This shall not apply, insofar as we are responsible for the delay.

2.3. Meeting the delivery date shall be conditional on correct and prompt delivery to us.

2.4. The delivery date shall be met if the delivery item has left our

production facility or readiness for shipment has been notified prior to the expiry of the delivery date.

2.5. If non-compliance with the delivery date is the result of force majeure or other events, which lie outside our sphere of influence, then the delivery period shall be extended accordingly.

2.6. Part shipments shall be permitted, unless the latter would be of no value to the customer.

2.7. Should the customer determine an appropriate period of time for performance after the due date and should this deadline not be met, the customer shall be entitled to withdraw from the contract within the framework of the statutory provisions. Other claims resulting from a delay in shipment shall be determined solely in accordance with Point 6.2 of these Conditions.

3. Price and payment

3.1. Prices apply as ex warehouse of QuadraTool, excluding carriage, packaging and insurance and are exclusive of the current rate of VAT.

3.2 We reserve the right to select the most economical form of shipment.

3.3 The prices on the day the order is placed shall apply plus value added tax. The offer/contract is based on the applied material/commodity prices at the time the quotation was submitted. We reserve the right to adjust the prices in case of raw materials/commodity price changes.

3.4. Additional costs for express shipment, insurance and other special requirements shall be borne by the customer. In case of goods return, which needs our prior express consent, we may charge a processing fee of 10 % of the order value, not less than € 15. This does not apply for non-conforming deliveries for which we are responsible.

3.5. The customer shall be entitled to withhold payments or offset them with counterclaims only insofar as the counterclaims of the former are undisputed or have been determined as legally effective.

3.6. The Incoterms® in their current version are in effect. If no Incoterm separately has been agreed, then ex works (EXW) is valid. This is also valid for cases in which we make partial shipments or have taken other services, e.g. delivery charges or commissioning.

3.7. The Customer is not entitled to cancel the contract either as a whole or in part. If QuadraTool should accept a cancellation in an

individual case, the Customer is obliged to pay a lump sum of 30% of the contractual amount. The assertion of a claim for a higher amount of damages is reserved.

4. Reservation of ownership

4.1. All rights to documents such as drawings, plans, samples and operating instructions, which were either included with the delivery or made available to download, print and save in the download area of the online shop, are reserved.

4.2. We reserve the ownership of the delivery item until all payments arising from the supply contract have been received.

4.3. The customer shall neither dispose of the delivery item (exception: agents, in that case: extended reservation of ownership), pledge nor transfer ownership of the latter as security. In the event of attachments as well as seizures or other dispositions by third parties, the customer shall notify us immediately.

4.4. In the event of behaviour in violation of the contract by the customer, in particular default on payments, we shall have the right to take back the delivery item after having sent a reminder and the customer shall be obligated to surrender it. Neither assertion of reservation of ownership nor the attachment of the delivery item by us shall be considered as withdrawal from the contract. An application to begin bankruptcy proceedings against the customer shall give us the right to withdraw from the contract and to demand the immediate return of the delivery item.

5. Claims for deficiencies

We will provide the following warranty for material defects and deficiencies in title in the shipment, to the exclusion of further claims - subject to the proviso of Section 6:

5.1. Material defects

5.1.1. Any parts which prove to be deficient as a result of circumstances prior to the passage of risk shall be repaired or a replacement delivery provided free of charge at our discretion. We shall be notified immediately in writing of the discovery of such deficiencies. Parts which are replaced shall become our property.

5.1.2. The customer shall give us the necessary time and opportunity to undertake all the improvements and replacement deliveries which we consider necessary, otherwise we shall be released from liability for the consequences arising from these.

5.1.3. Should the deficiency be only minor, the customer shall have the right merely to reduce the purchase price. The right to reduce the sales price shall otherwise be excluded.

5.1.4. No warranty shall be provided for the following cases in particular: unsuitable or inappropriate use, faulty commissioning by the customer or third parties, natural wear and tear, incorrect or negligent treatment, inappropriate maintenance, unsuitable operating material. Should the customer or a third party make subsequent improvements incorrectly. We are not liable for the resulting consequences. This shall also apply to alterations made to the delivery item without our prior consent.

5.2. Deficiencies in title

Should the use of the delivery item result in the violation of industrial

property rights or copyright within Germany, we will, as a matter of principle, obtain the customer's right to continue using the former at our expense. Alternatively we will modify the delivery item for the customer in such a way that the violation of the industrial property right no longer applies. Should this not be possible on economically reasonable conditions, we or the customer shall be entitled to withdraw from the contract. The warranty for deficiencies in title shall be applicable only if these are not based on instructions given by the customer.

6. Liability

6.1. Should it not be possible for the customer to use the delivery item in accordance with the contract as a result of a violation of contractual obligations for which we are to blame, then the provisions of Section 5 and 6.2 shall apply accordingly to the exclusion of further claims by the customer.

6.2. With regard to losses which have not occurred through damage to the delivery item itself, we shall be liable, regardless of the legal argument, only in the event of malice aforethought, of gross negligence by executive bodies or executive employees, of culpable injury to persons lives, bodies, or health, of deficiencies involving malicious reticence with regard to the defect or involving a warranty on our part regarding the absence of the defect, or in the event of deficiencies in the delivery item in so far as there is liability on our part for personal injury or damage to property relating to privately-used articles in accordance with the Product Liability Law. In the event of a culpable infringement of major contractual obligations, we shall be liable even for gross negligence by non-managerial employees and in the event of minor acts of negligence. The latter case shall be restricted to a reasonably foreseeable loss of a type typically covered by the contract. Further claims shall be excluded.

7. Statutory limitation, law to be applied, legal venue

Any claims by the customer for whatever legal argument- shall come under the statute of limitations 12 months after the passage of the risk, relative to use in single-shift operation. In the event of deliberate behaviour, with regard to claims in accordance with the Product Liability Law and claims based on the absence of warranty statements, and in the event of culpable injury to life, body or health, the statutory time limits shall apply. The laws of the Republic of Austria that govern legal relations between Austrian domestic parties shall apply to all legal relations between us and the customer to the exclusion of all other bodies of law. It is agreed that for all claims arising from the business relationship with QuadraTool, Ried im Innkreis is to be the place of performance and the appropriate court in Ried im Innkreis is to be solely competent. However, we shall have the right to bring an action at the location of the head office of the customer.

8. Escape clause

Nullity or invalidity of individual provisions in the General Terms and Conditions and the contract do not affect the legal validity of the remaining conditions; in this case, those agreements, which are legally valid and most closely approximate to the original intention, will apply.

9. Processing orders

The above-mentioned provisions shall apply, mutatis mutandis, to processing orders (e.g. resharpening tools).