



## **TERMS OF DELIVERY**

Our deliveries are based on the usual sales and delivery-terms of the plastic processing.

This means particularly:

### **1. Prices**

Prices are ex works or ex warehouse of the supplier. Prices are based on the actual raw material- and salary costs. We keep in reserve to charge increases of wages and salaries according to the collective agreement, as well as rise in prices of raw-material, additives and operating supplies which take effect after reception of order. In principle, offers are without obligation.

### **2. Terms for delivery**

The indicated terms for delivery are valid as delivery-time ex works. The terms of delivery depend on all commercial and technical declarations and documents that are necessary for execution of the order. This is also valid for joined tools, print pattern, clichés etc.

The indicated terms for delivery or dates are always only approximate and mean that the goods are probable dispatched until their expiration. There is no responsibility taken for the exact observance of the terms for delivery.

### **3. Delivery and Dispatch**

We keep in reserve deliveries of minor- or additional quantities up to 10 % of the ordered number of pieces. The dispatched quantity is decisive for invoicing.

Dispatch is executed at the risk of the orderer. We do not take over any security for the goods or their loss during transportation, even if carriage paid delivery or other kind of delivery is agreed.

### **4. Tools**

Pressure-moulding tools, injection-moulding tools or other tools and appliances, which are made by us or by someone else in behalf of us are in principle our property, considering our achievements at construction and the protection rights that are connected with it, trade-secrets and know-how. The buyer has to bear the costs of tool-production.

If there is no reorder or any other information within 2 years after the last delivery, tools can be used otherwise by the supplier.

We are not obliged to accept following orders and we are not bound to prices, that were arranged for the first delivery, or for other previous deliveries.

### **5. Protection rights**

If we have to deliver goods according to drawings, models or samples of the buyer, the buyer has to guarantee that production and delivery of those goods does not offend against rights of ..... especially protection rights. The buyer has to release us from such claims.

## **6. Guarantee**

We guarantee that the used material was produced faultless. Tolerances of the worked article have to be agreed strictly. Measures without ..... with the possible tolerance corresponding to the material and the form of the worked article.

If not differently arranged, the quality-tests according to ÖNORM A 6649 and 6650 are carried out on test-level II. Chief-mistakes are defined with a ..... of 1,5 % and side-faults with a..... of 4 %.

There is no liability for the compatibility between the filled medium or material of our customers and our goods (boxes, closures, droppers etc.) Because of the difference of the charges and their formulation we have to assume that the buyer is testing the durability of his products and their compatibility with our goods on his own.

Our granting security-obligation is limited with replacement of defective goods against faultless (flawless) goods in case of a justified complaint.

Complaints have to be urged directly after discovery, at latest 8 days (hidden defects 6 weeks) after receipt of the delivery.

## **7. damages compensation and product-liability**

The employer guarantees only for damages, that were caused by bad mistake or intention. For deliveries to commercial users the liability for material damages resulting from the „Produkthaftungsgesetz, BGBl Nr. 1988/89“ as well as resulting from other regulations is excluded.

## **8. property proviso**

Goods remain our property until their complete payment. When our goods are manufactured, processed or combined with other objects we have a joint-property for the new product, depending on the value of our goods. When our goods or the new product is sold, it comes to the demand or the price proceeds against his client instead of the property proviso or joint-property.

## **9. delay in payment**

When payment of only one invoice is delayed, all other demands become due, independent of securities or drafts given or not. Further 15 % p.a. interest on arrears are charged. Competency of court is Vienna.

## **10.minor quantities**

Minimum quantity is the valid packaging of each article.

We proportionately charge packaging- and transport costs for ordered quantities less than 1 pallet.

## **11.cash on delivery**

Collection-fee for parcels to be paid on delivery has to be paid by the receiver.