

Terms and Conditions of Purchase of WELDMETRIX GmbH, Vienna (as of: 03.02.2022)

1. General

These Terms and Conditions of Purchase shall apply to all contracts concluded by us, in particular purchase contracts and contracts for work and services, however these may be designated in detail.
Insofar as the term "contractor" is used in the following, this shall be understood to mean the contractual partner commissioned by us in particular with a delivery, work or service.

2. Contractual bases

The content of the contract is primarily determined by the provisions negotiated in detail between the contracting parties, which are recorded in our order letter and an offer of the contractor referring to it.
However, insofar as no such agreements have been made, these Terms and Conditions of Purchase shall apply exclusively as the content of the contract. Any terms and conditions of business of the Contractor deviating therefrom shall not be accepted by us, even if we have not expressly objected to them.
These Terms and Conditions of Purchase shall also apply to subsequent orders - whether placed in writing or verbally - without our having to refer to them separately.

3. Formal requirements

Orders are only legally binding for us if they are made in writing and signed in the company's name. The written form shall also be deemed to be fulfilled if the order is placed by fax or e-mail.
In general, legally significant declarations between the contracting parties may be transmitted electronically; however, if such declarations of the Contractor are received outside our business hours, they shall be deemed to have been received by us only at the beginning of the following business hours. Business hours are: Mon to Thu from 09:00 to 17:00 and on Fri from 09:00 to 15:00.
Our order number must be stated in all documents relating to the order, in particular invoices, otherwise we shall be entitled to retain them without processing and, in case of doubt, they shall be deemed not to have been received by us. In the case of telephone orders or orders by e-mail (without order number), the name of the customer must be stated.

4. Passing on the order

The order placed may not be subcontracted in whole or in part without our consent.

5. Prices

Quotations submitted to us are free of charge, no matter what preparatory work was necessary.
Agreed prices include packaging, free delivery to the place of destination (including unloading) and are fixed prices, which may not be increased for any reason within 3 months from the date of the offer.

6. Delivery

Deliveries shall be made free of all charges at the expense and risk of the contractor to the place of receipt specified by us. The contractor shall ensure proper packaging.
Shipping and packaging costs as well as the costs for any transport insurance shall be borne by the contractor.
All deliveries must be accompanied by appropriate shipping documents (in particular precise details of contents), otherwise we shall be entitled not to accept deliveries.
The delivery or service is to be handed over on the agreed date at the specified receiving point during the acceptance times from 09:30 to 15:00. In case of delivery before this date, we reserve the right to charge the contractor with resulting additional costs (e.g. storage costs).

7. WELDMETRIX - Code of Conduct

The Contractor acknowledges the Code of Conduct for WELDMETRIX Business Partners attached in the Annex and undertakes to comply with this Code of Conduct.

8. Invoicing/payment deadline

Invoices shall be sent 1-fold after delivery or performance. The payment period shall commence at the time of receipt of the invoice or goods or with the completed performance of the service, whichever is the later; in the case of delivery before the agreed date, however, at the earliest on the agreed delivery date.
Invoices can be sent by mail to the company address (WELDMETRIX GmbH, Seilerstätte 22/23, 1010 Vienna, Austria) or electronically by e-mail in pdf format to

info@weldmetrix.com. Payment for accepted deliveries or services shall be made from the date of invoice within 14 days less 2% discount or within days 45net. Payments to the Contractor shall be made on the 10th or 25th of the following month or the next working day of the specified transfer dates, depending on the receipt of the invoice.

9. Delay

In the event of non-compliance with the agreed delivery or performance date, we shall be entitled to withdraw from the contract without granting a grace period, irrespective of the reason for the delay.
If the contractor can already recognize before the agreed date that a timely delivery will be made in whole or in part, he must inform us of this immediately, stating the reasons and the expected duration of the delay. In this case, too, we shall be entitled to withdraw from the contract without waiting for the agreed date and without setting a grace period.

10. Warranty

The Contractor warrants that the delivery/service will be performed in accordance with the order and in compliance with all relevant statutory and ÖNORM regulations for a period of 2 years for movable items and 3 years for immovable items. Within the scope of this, he shall in particular be liable for the delivery/service having the properties usually assumed and warranted in the contract, as well as corresponding to the samples used as a basis.
The warranty shall commence with the unobjected acceptance of the delivery/service by us.
There shall be no obligation on our part to immediately inspect the delivery/service upon handover and to give notice of any defects (commercial notice of defects). Rather, we are entitled to assert warranty claims for defects occurring at any time within the warranty period.
In the event of a warranty claim, we shall have the right, at our discretion, to demand free-of-charge improvement or replacement of the defective delivery/service, to have the defect improved by another party at the contractor's expense, to change the contract immediately or to demand a corresponding price reduction.
In the event of rectification of defects by the Contractor, the warranty period shall recommence after acceptance of the improvement by us for the entire delivery/service affected by the defectiveness.

11. Damages

The Contractor shall be liable for all damages incurred by us as a result of a delayed or defective delivery/service due to his fault or the fault of assistants called in to fulfill the order.

12. Penalty

In the event of a delay in delivery, the Contractor shall be obligated to pay a penalty of 1% of the total order value for each commenced week of the delay until the delivery/service is complete, but no more than 10% of the total order value.
We reserve the right to claim further damages.

13. Production documents/secretcy

Samples, models, drawings, clichés and other aids which we make available to the contractor for the fulfillment of his contractual obligations shall remain our material and intellectual property which we may freely dispose of. These aids may only be used for the execution of our orders and may not be made accessible or handed over to third parties without our consent. After execution of the order they are to be returned to us free of charge.
The Contractor undertakes to protect all our trade and business secrets which become known to him in the course of the execution of the order.

14. Place of jurisdiction/applicable law

This contract shall be governed by Austrian law, but not by the UN Convention on Contracts for the International Sale of Goods. Disputes shall be settled before the competent court in Vienna.

15. Severability clause

If individual provisions of the contracts should be invalid, the validity of the remaining provisions and the contract as a whole shall not be affected.

Formal requirements for invoices to WELDMETRIX GmbH, Vienna (03.02.2022)

An invoice must - in order to be entitled to deduct input tax - have the following features (mandatory components according to Austrian law):

- Name and address of the supplying or performing entrepreneur
- Name and address of the beneficiary
- Quantity and customary designation of the items or type and scope of services
- date/period of delivery or other service
- the consideration for the supply/other service and the applicable tax rate or, in the case of tax exemption, a reference to this
- the amount of tax due on the remuneration
- date of issue (if this is the same as the date of delivery or other service, it is sufficient to note "date of invoice is the same as the date of delivery or service")
- Continuous number
- VAT number (UID number) of the issuer of the invoice
- UID number of the service recipient

An invoice must also contain the following features:

- Delivery note number and delivery date (for goods deliveries)
- Our order number and order date, orderer
- Statistical commodity code per article (commodity code number)
- Country of origin per item
- Weight indication per item
- transfer data (IBAN and BIC)