

General terms and conditions of trade

TPI GmbH, Rieglerstr. 21, AT-4873 Frankenburg

I. Area of applicability

The terms and conditions of trade are valid for all business dealings between the seller and their customers. The terms and conditions of trade are also binding for resulting deals. Amendments and agreements must be drawn up in writing.

The management reserves the approval of the relevant order. All offers from the T.P.I. GmbH are subject to alteration and not binding unless identified as binding.

The transaction of a business deal is only binding for the seller after a confirmation order has been sent.

II. Delivery

1. Delivery takes place at the expense and risk of the customer.

2. The delivery deadline starts with the date of the confirmation order.

3. Partial deliveries are permissible.

4. If a delivery date is exceeded by more than 10 weeks and the therefore appropriate additional time set by the customer unsuccessfully passed, the customer can withdraw from the contract.

5. Claims for damages due to late delivery are excluded.

6. Unforeseeable events such as acts of god, mobilization, war, events similar to war or other disturbances, delays in transport, strikes or other interruptions in production as well as other disruptive events release us, for this period, from the duty of delivery on time. If such events last for more than 10 weeks, we will also be entitled to withdraw completely or partly from the contract.

7. All dispatch costs, especially packaging, transport costs and transport insurance will be charged to the customer.

III. Prices and conditions of payment

1. All prices are exclusive of legal Value Added Tax. All prices and additional costs will be calculated according to our price list valid at the moment of delivery.

2. Payment will be made promptly net cash (without deduction). For special agreements, the conditions of payment drawn up in the contract are valid. If the payment date is exceeded, we will charge interest for arrears of 1 % of the invoice's sum per month. Overdue invoices will be handed over to a collection agency for further collection. Intervention expenses incurred have to be paid by the customer. In case of payment delay, delivery will be only made cash on delivery. The customer is not entitled to hold back payments for incomplete delivery or performance, guarantee claims or compensation.

3. The seller reserves the ownership of all goods delivered by him until complete payment of the invoice sums plus interest and cost has been made. Until this moment the customer is only entitled by the vendor's written approval to resell the goods, to treat or process or to assemble them, except in such cases in which the goods are determined for reselling, treatment or processing or assembling. He is obliged to transfer his claims from reselling to the vendor for securing his purchase price claim and to put a corresponding note in his accounts or on his invoices. In the case of seizure or other claims, the customer is obliged to point out the vendor's proprietary right and to inform him immediately.

IV. Guarantee

The vendor guarantees that the delivered goods have got the explicitly agreed or usually presumed characteristics. The warranty period is limited to the legal duration. Guarantee obligation for faulty delivery is restricted to improved or replacement delivery according to the seller's choice.

Every guarantee obligation ceases if any repair or other work is done on the delivered goods by third parties without the vendor's approval.

The customer's guarantee claim from the T.P.I. GmbH is not transferable.

Guarantee is excluded for:

1. Damage caused by acts of God or environmental influences (water, fire, dirt, dust, heat, lightning, cold).

2. Wearing parts are not covered by the warranty. This includes e.g. heating rods, sauna stones, light bulbs, starters, the glass rods of infrared ABC radiators as well as acrylic plastic discs.

Resulting shipping, transport, travel, repair or assembly costs are not reimbursed by TPI. This is particularly true for costs incurred by service interventions by external companies without written authorisation from the TPI service department. The work and travel times, which are necessary for the assertion of warranty, are charged on the basis of the rates of TPI GmbH applicable at that time. TPI is free to decide whether to replace the goods free of charge or to repair defective goods.

Place of warranty fulfilment is the headquarter of TPI GmbH, Rieglerstraße 21, 4873 Frankenburg, Austria.

Notices of defects do not entitle the client to withhold or reduce invoiced amounts due for payment. Exchanged parts and machines will become the property of TPI GmbH.

Complaints regarding our products must be immediately reported by the final customer to the contracting partner where the product was purchased. Warranty processing by TPI is exclusively made by means of the contracting partner.

V. Liability

1. The T.P.I. GmbH does not accept any liability and does not compensate damages that are caused by defective products. Especially excluded are compensation payments for inactive times, delivery delays, spare machines, capital and interest losses and personal costs.

2. We are liable for damages towards the customers only as far as we or our agents of vicarious liability are charged with intention or gross negligence. Liability is limited in value to the agreed price of the product which has caused the damage or is in direct connection to the damage. Among other things we are not liable for claims for damage by third parties, for indirect damage, for missed profit or expected savings.

VI. Place of jurisdiction

For the ruling of all disputes resulting from a contract – including its existence or non-existence – the sole jurisdiction of Upper Austrian courts that are considered practical, is agreed. Austrian right is applied.