Waiving the retention of title is considered to be agreed. Unless based on different agreements, only the following conditions apply to requests for quotations and orders. The supplier’s delivery conditions only apply to the purchaser if the purchaser agrees to the order placed by the supplier on the basis of the conditions set out herein. If the request for an extension to the delivery deadline is founded, the new date must be confirmed in writing. Situations of force majeure do not relieve the supplier from his/her guarantee obligations. The supplier guarantees proper, state-of-the-art construction that meets the intended technology and the most current level of knowledge.

7. Installation
7.1 It is hereby agreed that the supplier is fully liable for all damage that occurs during installation carried out by him/her or companies contracted by him/her as part of the agreed contract.
7.2 The supplier is obliged to install, deliver, monitor installation, monitor start-up and provide training for his/her part of the delivery. For this purpose, the supplier will send staff that are suitable and trained for the intended use in good time and on the required or requested date. He/she will send sufficient staff to enable trouble-free installation, perfect operation and satisfactory start-up. The supplier is obliged to train the end user’s staff, as well as the purchaser’s accompanying persons in the supplier's operations or similar operations, and to make them familiar with adjusting and operating the parts that are to be supplied. This must be carried out according to a programme to be agreed.

7.3 If residual materials or other waste accumulates as part of the installation work, these must be disposed of accordingly when leaving the installation site. Otherwise, the supplier will be invoiced for the costs of proper disposal.
7.4 The installation work is considered accepted when the defined services have been provided in accordance with the scope of service and operational readiness is established. This is recorded in a log that is signed by both parties.
7.5 If installation errors occur, these must be rectified immediately and without charge to the purchaser.
7.6 If the supplier does not rectify the installation errors immediately, the purchaser is entitled to carry out the work himself/herself or have this carried out by a third party. The costs for this will be billed to the supplier in this case.

8. Drawings
8.1 All calculations, drawings and models provided to execute orders remain the intellectual and industrial property of the supplier and must be returned to the supplier without request once the order is completed. The drawings etc. created by the supplier according to the purchaser’s specifications are not permitted to be used by the supplier for other purposes or for his/her own purposes, to be duplicated or made accessible to third parties. Upon request, they must be released to the purchaser without delay, including all copies or duplicates. If delivery does not occur, the supplier must surrender them to the purchaser without request.
8.2 The purchaser signing supplier drawings or documents does not relieve the supplier of his/her guarantee obligations.

9. Cancellation/suspension
9.1 Cancellation: the purchaser has the right to withdraw from the contact in part or in full, even if there is no fault on the part of the supplier. In this case, the purchaser is obliged to pay the supplier the contract price proportional to the deliveries and services already provided, as well as to pay for the demonstrated direct costs of deliveries and services that are in progress or of cancelling orders with subcontractors. Upon receipt of the declaration to withdraw, the supplier is obliged to make every effort to keep the costs to be reimbursed by the purchaser as low as possible.
9.2 Suspension: the purchaser has the right to request a suspension to further order processing from the supplier at any time. In this case, the supplier must inform the purchaser of the consequences that would arise due to this and offer the purchaser the best possible and most economical change to the time schedule in the context of the project. The supplier cannot make any demands for suspensions of up to 3 months.

10. Invoicing
10.1 Unless otherwise agreed, invoices must be submitted in duplicate and in the original. In addition to the order number, all shipping data must also be specified therein. Service costs must be documented accordingly. The purchaser is entitled to return invoices that do not meet the specifications. In this case, these invoices are not considered received until the corrected invoice is provided.

11. Payment conditions
11.1 Payments are made within 14 days with a 3% discount or 60 days net. The deadline for paying the invoice starts when the invoice is received (date of receipt stamp) or the day after accepting the service (whichever is later). If the delivery requires a notice of defects, the payment deadline is interrupted. It starts to run again after the defect has been rectified.
11.2 If the agreed documentation or certificates are not provided by the payment deadline, the delivery is not considered completed and the payment deadlines only begin to run again once the documentation is provided.
11.3 Payment (normally by bank transfer) is made in the payment run following the due date, which is carried out once per week on a Monday (on the next working day if this is a public holiday). The date of making the bank transfer is considered the payment date for purposes of calculating the discount.

12. Place of fulfillment, legal disputes
12.1 The place of delivery is the specified destination. The place of fulfillment for payments is Vienna. The jurisdiction for all legal disputes is agreed to be Vienna. Austrian law applies.

13. Miscellaneous
13.1 Material provided by the purchaser remains the purchaser’s property and must be marked as such when it is stored. It is only permitted to be used for orders placed by the purchaser. The supplier will pay damages for depreciation or losses.
13.2 It is considered agreed that the order object must meet the legal regulations that are applicable at the place of fulfillment, as well as the conditions that are valid at this location and that meet the intended use.