

General conditions of purchase

SIROCCO Luft- und Umwelttechnik GmbH

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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 them explicitly in writing. Quotes and consultations provided by the supplier are non-binding and free of charge for the purchaser. The supplier is obliged to obtain sufficient information about details that affect the items proposed or ordered. Upon acceptance and execution of the order, the purchaser's conditions of purchase are considered to be agreed upon under all circumstances. Waiving the retention of title is considered to be agreed.

1. Order placement

- 1.1 Written orders are only legally valid if they are issued by the purchaser. Without exception, only the agreements and conditions that are accepted in writing by the purchaser are valid. Verbal orders are not valid.
- 1.2 Order confirmations are only accepted by the purchaser if they have been received by the purchaser in writing, by fax or by e-mail within a reasonable time. Changes must be specified separately and are only valid after written confirmation by the purchaser.

2. Prices

- 2.1 The prices are fixed prices and are DDP (delivery duty paid) including packaging, rust-proofing, delivery to destination, insurance and duty in accordance with the latest applicable version of Incoterms.

3. Delivery, default and contractual penalty

- 3.1 The specified delivery date (arrival at the destination) must be adhered to. Otherwise, the purchaser is entitled to choose between claiming delivery and compensation for damages due to delayed delivery or claiming for damages due to non-fulfilment without providing a time extension and withdrawing from the contract. Delivery before the agreed delivery date may only occur with the purchaser's approval, whereby the costs for storage by a third party will be borne by the supplier and the time limits connected with the delivery will only apply from the originally agreed delivery date.
- 3.2 The purchaser is entitled to claim a rebate of 0.5 % of the total order value for each calendar day of delay as a delay penalty, up to a maximum of 10 % of the order value, regardless of blame and with the exception of force majeure. The aforementioned penalty condition also applies to providing technical and delivery documentation. This contractual penalty is not subject to reduction by judgement. Regardless of this contractual penalty, the purchaser is entitled to claim for the actual damages incurred.
- 3.3 If the delivery date cannot be adhered to due to force majeure or retrospective instructions from the purchaser, the purchaser must be informed of this in writing without delay. Otherwise, an extension to the delivery deadline cannot be considered. 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 their obligation to deliver under any circumstances.
- 3.4 Force majeure constitutes events of an extraordinary nature, which were not foreseeable at the time of concluding the contract and that could or can not be avoided despite taking all preventive measures that correspond to the best available technology and the most current level of knowledge.

4. Shipping conditions

- 4.1 Unless otherwise agreed in writing, the goods are to be delivered to the following address: Sirocco Ges.m.b.H., Adamovichgasse 3, A-1230 Wien
Goods are accepted from Monday to Thursday from 07:00 to 11:30 and from 12:30 to 14:30, and on Friday from 07:00 to 12:30.
- 4.2 The shipping conditions stipulated by the purchaser must be adhered to precisely. Any damages or costs that arise due to a failure to adhere to these (e.g. supplementary carriage charges, demurrage, duties) are borne by the supplier exclusively. If shipping instructions or shipping conditions are not provided, the shipping and delivery methods that are cheapest for the purchaser must be selected. A comprehensive packing list or delivery note with the order number and reference specified exactly must be enclosed with all deliveries. All parts that are not delivered separately, but rather together with other supplied parts in one item of packaging, must be marked clearly and unmistakably in a meaningful manner for the purchaser.
- 4.3 If the purchaser specifies a "neutral delivery", the supplier must remove all of their company labels from the goods and the packaging. If these are not removed, the purchaser will remove them and bill the supplier for any costs incurred.
- 4.4 Any certificates and test reports must be enclosed without supplement in the versions and quantities specified.
- 4.5 Any deviations from points 4.1 to 4.4 entitle the purchaser to bill for any additional costs that arise due to these.

5. Acceptance

- 5.1 Risk is not transferred to the purchaser until formal acceptance has taken place at the destination, even if Incoterms specify differently.
- 5.2 Legal acceptance of the delivery is not completed until the entire delivery has been checked by the end user, even if the purchaser has already accepted the delivery or has already paid the invoice. The supplier is not entitled to object to a later notice of defects.

6. Guarantee, warranty, property rights

- 6.1 The supplier guarantees proper, state-of-the-art construction that meets the intended use, the quality of the design, warranted characteristics, performance functions, the use of faultless materials and completeness for a duration of three years. The purchaser may choose to have this guarantee provided either by the supplier replacing all parts that become defective due to faults in the documentation, construction, materials, function or performance without delay and at their own cost (including all dismantling and installation costs) at the installation location, or by the supplier compensating the purchaser for all damages that arise due to the deficiencies or defectiveness. In urgent cases, the purchaser is entitled to choose between performing rework him/herself or having this performed by a third party at the supplier's cost, or procuring a replacement at the supplier's cost. In the case of a replacement or rework, the full guarantee time begins when the contractual object is put into operation again.
- 6.2 By accepting the order, the supplier declares explicitly that there is no liability on the object to be delivered, in particular third-party property rights. They take on the obligation to indemnify the purchaser and hold the purchaser harmless if third parties claim rights, and to compensate the purchaser in full for any damages arising from this.
- 6.3 Furthermore, the supplier is liable for all damages caused by him/her without limitation.

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 complete 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 The installation work is considered accepted when no subsequent remedies have to be made for 30 consecutive days of test running. Acceptance is recorded in a log that is signed by both parties.
- 7.6 If installation errors occur, these must be rectified immediately and without charge to the purchaser.
- 7.7 If the supplier does not rectify the installation errors immediately, the purchaser is entitled to carry out the work him/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 material and intellectual property of the purchaser and must be returned to the purchaser 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 their 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 contract 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 costings 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 outstanding 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 fulfilment, legal disputes

- 12.1 The place of delivery fulfilment is the specified destination. The place of fulfilment 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 fulfilment, as well as the conditions that are valid at this location and that meet the intended use.