1. General Information
1.1. These General Terms and Conditions of Sale, Delivery, and Service shall apply to all business relations between [Company Name, hereinafter referred to as “client”] and [Company Name, hereinafter referred to as “APS”], unless otherwise agreed. The terms and conditions of the APS are not applicable to any sales transactions with [Company Name] (hereinafter referred to as “client”), unless [Company Name] expressly agrees.

2. Scope of Contract
2.1. All offers made by APS are subject to change and non-binding. Client orders, which do not contain a specific term of acceptance, are binding for a minimum of 30 days.

2.2. Contracts with APS shall not come into effect until APS confirms or accepts the order in writing (“order confirmation”).

2.3. Deviations in the order confirmation or the documents referred to therein from written declarations previously made by the parties shall be deemed approved, if the client does not expressly object in writing within a reasonable period of time, at the latest within seven days from receipt of the order confirmation. The client shall have no right of objection with regard to the applicability and validity of these General Terms and Conditions of Sale, Delivery, and Service.

3. Object of the Delivery/Service
3.1. The object of the delivery/service (“object of the contract,” “goods,” or “product”) shall be determined exclusively by the information provided in the order confirmation and the documents referred to therein. References to third-party reference numbers shall be deemed to refer to the corresponding products from APS.

3.2. In the case that, during the manufacturing process, a certain amount of the object of the contract cannot be manufactured due to insufficient raw materials, components, utility, or unforeseeable short supply, APS shall immediately inform the client. If the client shall object to such partial delivery, APS shall be entitled to withdraw from the contract.

4. Intellectual Property Rights and Confidentiality
4.1. APS shall retain the property rights and all protective and intellectual property rights and copyrights of all documents, particularly figures, drawings, programme drafts, calculations, samples, models, and designs (“documents”) as well as of all information contained therein or otherwise provided to the client (“information”). Also, in the event that a delivery or service is carried out on the basis of the client’s specification or if the client makes any other contribution to it, the exploitation and usage rights shall be fully and exclusively attributed to APS. Without the prior written consent of APS, the disclosure of documents and information to third parties as well as the use in a way that contradicts the specified contract shall be strictly forbidden.

4.2. The client shall keep all information and know-how disclosed to the client by APS or obtained by the client in any other way in confidence during the time after the termination of the contract. If such information is not available to the public or has permissibly become available to the client from third parties.

5. Payment Terms and Payment Conditions
5.1. All prices quoted by APS shall be understood to be exclusive of the statutory value-added tax. The information given in price lists shall serve solely for general information purposes and shall not be binding.

5.2. APS’s prices are based on the cost structure (consisting of costs for raw materials, development, production and wages, taxes, duties, and other charges) at the time the order is confirmed by APS. Should this cost structure change prior to the respective (partial) delivery by at least 10%, the affected price shall be adjusted in accordance with the change of the cost structure.

5.3. Invoices of APS shall be paid within 14 days from the invoice date, free and clear of any charges and deductions.

5.4. The client shall have no right of retention against APS.

5.5. The client shall be entitled to offset against APS only on the basis of claims which have legally been established or which have been expressly acknowledged by APS in writing.

6. Delivery
6.1. APS shall deliver ex Works (EXW) in accordance with Incoterms 2020.

6.2. Contracts of APS shall only be deemed to have a fixed date of delivery (as set out under § 919 Austrian General Commercial Code, § 187 German Civil Code (BGB), and similar applicable law) if APS, in the delivery periods and replacement units or appointments in delivery for APS if expressly guaranteed to the client by APS in writing.

6.3. If delivery periods are not specified in the contract, APS shall deliver the client after the removal of the hirer’s payment obligation.

6.4. Delivery periods commence at the earliest with the dispatch of the order confirmation by APS. Delivery periods and dates shall be extended accordingly. Should the delivery/service provision be delayed due to such events by more than the duration of the original delivery period or (the period between the order confirmation and the delivery date), each party shall be entitled to withdraw from the part of the delivery affected by the delay within 14 days from the end of the extension period by means of an express written statement.

6.5. Should the client be entitled to the right of withdrawal on account of legal provisions due to a delay by APS, the right of withdrawal will be limited to the delayed part of the delivery in case of partial deliveries.

7. Warranty
7.1. The warranty period shall be 12 months from receipt of the product by the client. This also applies to services carried out on provided products.

7.2. Certain properties, characteristics, and possible uses of the object of the contract shall only be deemed promised upon express written agreement. In particular, APS shall not assume any warranty for any suitability or possible uses not expressly promised in writing. Furthermore, the warranty shall be excluded for defects caused by the material or instructions provided by the client for manufacturing the object of the contract. Declarations of intent and promises made by APS, in particular concerning the confirmation of the contract, shall not serve as guarantees or warranties in any legal sense, unless expressly agreed otherwise in writing. APS shall not be responsible for defects which are reflected in the product itself and were not subject of the services provided by APS. Therefore, APS shall not be liable for the general condition of the product provided by the client, but only for the services provided by APS.

7.3. In the event of a claim under warranty, APS shall be entitled to choose between providing either an improvement or a replacement within a reasonable period of time. Replaced objects shall become the property of APS.

7.4. The warranty period shall be deemed delayed in any case, should APS no longer be able to inspect the rejected goods.

7.5. In the event of a claim under warranty, APS shall be entitled to withdraw from the contract for good cause. An important reason exists, in particular if the client fails to properly cooperate.

7.6. In the event of a claim under warranty, APS shall be entitled to withdraw from the contract for good cause. A claim under warranty shall be considered to be delayed in any case, should APS no longer be able to inspect the rejected goods.

7.7. In the event of a claim under warranty, APS shall be entitled to withdraw from the contract for good cause. A claim under warranty shall be considered to be delayed in any case, should APS no longer be able to inspect the rejected goods.

8. Liability
8.1. The client shall immediately notify APS expressly in writing of any defects with regard to the object of the contract. APS shall have the right to correct the defects at its own expense or provide, at its own expense, a minor defect, a conversion of the contract. In the case of contracts with permitted partial deliveries, the right of conversion shall be limited to the part of the delivery that has not yet been duly executed. The client shall waive its right of correction of infringement, however, solely during the inspection procedure while being aware of its right of correction of infringement. Should defects occur in the provided products after completion of the service, APS shall only be held liable if the defect is directly related to the services rendered or if these services were defective.

9. Force Majeure
9.1. There is no warranty for unforeseen defects as a result of force majeure or other similar events.

10. Change of Jurisdiction
10.1. Any change of jurisdiction or venue shall be accomplished due to legal reasons, as the client shall otherwise lose his right to assert claims.

11. Place of Performance
11.1. APS shall reserve the right of ownership of all goods sold until complete payment of all present and future claims resulting from a procurement/service contract and/or an ongoing business relationship (secured claims).

11.2. If the payment of the secured claims, the goods subject to the reservation of title shall not be sold, pledged, or assigned as security to third parties.

11.3. The client shall notify APS immediately in writing, if insofar as any goods belonging to APS are accessed by third parties.

11.4. In the event of breach of contract or in particular in the case of non-payment of the due purchase price, APS shall be entitled to withdraw from the contract in accordance with the statutory regulations and to demand the return of goods on the basis of the reservation of title and the rescission. Should the client fail to pay the due purchase price, APS shall only be entitled to assert such claims if, in accordance with § 369 of the Austrian Commercial Code (UGB), the right of retention shall apply to all products provided by the client and not only to those which are subject of the due invoice.

12. Right of Withdrawal
12.1. The contracting party shall be entitled to take any action or refrain from actions which may lead to criminal liability for fraud or breach of trust, competition violations, granting of advantages, acceptance of bribes, or any similar actions to the detriment of APS and may, in the sole discretion of APS, exempt itself from all obligations.

12.2. In the event that a delivery or service delay due to circumstances outside APS’s sphere of influence, in particular due to force majeure, official measures, confiscation, natural disasters, civil unrest or war, transport interruptions, operational disruptions, labor dispute or due to non-conforming or limited self-delivery by APS, APS shall reserve the right of ownership of all goods sold until complete payment of all present and future claims resulting from a procurement/service contract and/or an ongoing business relationship (secured claims).

12.3. The contracting party undertakes to comply with the following principles and rights in the context of the fulfillment of his contractual obligations worldwide:

- respect for human rights, and human rights, ban on child, labor and forced labor;
- no discrimination based on religion, origin, nationality, age, disability, sexual orientation or the like;
- compliance with socially acceptable working conditions;
- reasonable action of all employees regarding the sustainable treatment and protection of the environment;
- compliance with occupational safety and health requirements.

13. Code of Conduct
13.1. The Code of Conduct published by ASTOTECH on its homepage and accessible under the following link shall be mandatory for the contracting partner: https://www.astotec.com/en/code-of-conduct

14. Right of Withdrawal by APS
14.1. APS shall be entitled to withdraw from the contract by granting a reasonable extension of time of no more than 14 working days if the customer is in default of fulfilling essential contractual obligations, in particular the payment of the entire amount of the purchase price or the performance of the services provided by APS.

14.2. If it becomes evident, after conclusion of the contract, that APS’s claim for payment is jeopardized due to the client’s inability to perform, in particular due to poor financial circumstances, APS may demand a security deposit. In the case of refusal of the client or failure of the expiry of the period, APS shall be entitled to withdraw from the contract and to claim damages.

14.3. APS shall have the right to withdraw from the contract for good cause. An important reason exists, in particular if insolvency proceedings have been opened against the assets of the client or have not been opened due to lack of cost-covering assets.

14.4. In case of any provision of these General Terms and Conditions is or becomes ineffective, invalid or unenforceable, the remaining provisions concerning their effectiveness, validity or enforceability shall not be affected. In such a case, the relevant provision shall be replaced by another provision which comes as close as possible in economic effect the original provision and which is effective, valid, and/or enforceable.

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