



HAFLINGER - ERSATZTEILE

General Terms and Conditions

1. Area of application

These general terms and conditions apply for offers, sale and delivery of articles as well as all other transactions by "Reinhard Hütterer". Different conditions are only valid if accepted by "Reinhard Hütterer" in written and signed form. By ordering, the buyer accepts these general terms and conditions as binding.

2. Offers

All Quotations are without obligation. Other oral commitments, additional agreements or similar, especially of sellers, deliverers et al. are not binding. The content of folders, flyers and advertisements is not part of the contract unless referred to explicitly. "Reinhard Hütterer" is bound to the offer for 3 working days from the date on the offer is issued. If the object referred to in the offer is a single copy which was sold at the time to another customer, the offer is considered as extinct immediately. The demand of the item offered or the replacement by the customer is not possible. The attributes of the items are in accordance with the written description in the offer; photos do not serve as descriptions and are therefore not binding.

3. Conclusion and Closure of contracts

The conclusion of a contract results from the ordering of the product or the personal handover to the customer. The contract is considered not to be concluded if the customer did not specify all required information, this is especially related to banking details. "Reinhard Hütterer" advises explicitly that the contract is considered not to be concluded if mistakes occur in the acceptance of the order or evident misapprehensions of product details, especially prices. If the customer steps back from the contract without being entitled to or requests the closure, "Reinhard Hütterer" has the right to insist on the completion of the contract or to accept the closure. If accepted, the customer needs to pay the originated costs till that date.

4. Prices

All stated prices are quoted in Euro (€) ex works – INCOTERMS 2010 of "Reinhard Hütterer" excluding charges for packing and delivery. All originated allowances including possible import/export charges are paid by the customer. The prices are based upon the cost at the time of the first offer and are valid until cancelled respectively the publication of a new price list. The increase of prices comes into effect without stating reasons immediately. The prices for spare parts, accessories and copies are quoted including 20% VAT, for books 10% VAT is valid.

5. Property

The goods remain in the property of "Reinhard Hütterer" until fully paid.

6. Delivery / Dispatch

Pickup of the goods by the customer or an authorized third party:

The buyer can pick up the goods directly from the storage or have a third party collect them. Goods having been checked and handed over are considered to be complete and in a good condition. The delivery to a third party designated by the buyer has the same effect as the delivery to the buyer himself. The goods are handed over when having been fully paid.

Dispatch:

The dispatch is carried out on the authority of the buyer and is subject to forwarding costs. If the forwarding costs change between the conclusion of the contract and the dispatch, "Reinhard Hütterer" is entitled to adapt prices accordingly. The choice of the forwarding agent rests with "Reinhard Hütterer".

The dispatch of ordered goods is carried out within 3-5 working days. Stated delivery-times are not binding and are valid under restriction of respective dispatch possibilities. If not met, the buyer is not entitled to claim default or step back from the contract. The same comes into effect in case of third party fault, eg. the forwarding agent / parcel service.



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If ordered goods are not in stock, the customer will be notified in written form or by telephone.

The delivery in Austria and Germany is carried out within 3-5 working days via parcel service. The maximum weight per parcel is 31.5 kg. If heavier or bulky, "Reinhard Hütterer" can split the ordered goods to 2 parcels. Heavy goods which are not separable are delivered by a forwarding agent.

Current forwarding costs in Austria and European Countries can be found in the information on tariffs of the Austrian Post Service.

Damages in transit can only be approved if announced by the customer without delay, 48 hours after receipt of the delivery at the latest in written form or via e-mail.

7. Payment & initial payments

The invoices of "Reinhard Hütterer" are due for payment upon acceptance of the goods. Without special agreement, the invoice total is to be paid without deduction of allowances or other discounts immediately via bank transfer. This is also valid for accepted deliveries when late.

In case of deliveries to all other countries except Austria "Reinhard Hütterer" can restrict the range of payment methods if applicable.

In case of default of payment "Reinhard Hütterer" is entitled to charge interest for default and reminder resp. cashing fees, furthermore "Reinhard Hütterer" is leased from further deliveries and services.

Any charges for legal actions are at the expense of the buyer. In case of late payment the contract or parts of it can be cancelled by "Reinhard Hütterer" at any time. Resulting charges have to be paid by the customer.

Initial payments can come into effect for ordering larger amounts, for customers in other countries or for first-time customers.

8. Complaint / Reconsignment

Acceptance of returned goods or change of goods have to be agreed upon explicitly beforehand and have to be carried out within 1 week after receipt of the goods. The charges for the reconsignment have to be paid by the customer unless the goods were deficient resp. inadequate or wrongly delivered by mistake. "Reinhard Hütterer" is entitled to give credit or redemption of already made payments.

9. Warranty

"Reinhard Hütterer" extends warranty within the statutory period of warranty for all new parts corresponding to the age and condition of the goods. Used parts are not subject to warranty.

Warranty cannot be claimed for defects which are ascribed to inappropriate conditioning and natural abrasion of the parts. Liability is excluded for defects which are ascribed to inappropriate or careless conditioning, attendance, inappropriate maintenance resources or other influences without default of "Reinhard Hütterer".

Changes or corrective maintenances to the delivered goods by the buyer or a third party cause the extinction of rights to warranty.

10. Disclaimer

"Reinhard Hütterer" is explicitly not liable for damages caused by the fitting of deficient spare parts.

11. Re-sale

All rights stated in these terms and conditions expire immediately if spare parts are re-sold to a third party by the customer.

12. Data protection



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Österreich

HAFLINGER - ERSATZTEILE

The buyer agrees upon saving and processing his information given in the contract and the registration. The regulations of the data privacy act are observed. The reason for saving the information is the compliancy of legal prescriptions concerning procedures of money transfers and customer care.

13. Place of execution / Place of venue / Head office

Place of execution and venue for all differences shall be A- 2345 Brunn am Gebirge, Austria, all agreements and contracts shall be subject to and construed in accordance with Austrian Law. The contractual language is German.

The Head office of "Reinhard Hütterer" is located in A – 2345 Brunn am Gebirge, Fürst Johannes Straße 4.

14. Severability clause

If one of the terms and conditions mentioned above is declared invalid by an authority, because it is in breach of mandatory rules, the validity of all other terms and conditions remains untouched.

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