Scope (1)
(1) The following Terms and Conditions apply to all business relationships with customers, unless otherwise expressly stipulated in writing for the following products:
Welding Consumables, Brazing Consumables, Welding Equipment, Robotic and Automation, Equipment Accessories, Arc Welding Accessories, Consumables Accessories, Equipment Wears & Spares & Software, Personal Protection Equipment and Finishing Chemicals. The version valid at the time of concluding the contract applies.
(2) The following Terms and Conditions shall also apply to all legally binding orders placed on our webpage of our E-Commerce-Platform at https://weldingshop.voestalpine.com.
(3) Differing, conflicting or supplementary General Terms and Conditions shall not form part of the contract, even if they are known, unless their applicability is expressly agreed in writing, even though its applicability shall be excluded when customer refers in submitted documents to his General Terms and Conditions.

Conclusion of the contract (2)
(1) All our offers are non-binding and subject to alteration. Within reasonable limits, we reserve the right to make technical and other alterations. The documents and information belonging to our offers, such as drawings, illustrations and samples as well as weight, measure, performance and consumption information, serve as a mere information and do not represent any special agreed characteristics. We reserve the proprietary rights and copyrights to all documents and information pertaining to our products, such as drawings, illustrations, samples and data; these documents, information and data shall not be made available to third parties or used for their own purposes.
(2) The customer's order shall be deemed his binding acceptance of the offer. In cases of goods being ordered electronically, we shall confirm receipt of the order within 3 (three) business days. The confirmation of receipt does not constitute an acceptance of an order.
(3) Our order confirmation constitutes the only binding acceptance of an order.
(4) Despite an order confirmation issued by us, we expressly reserve the right to carry out delivery/part delivery only after a positive check of our customer's creditworthiness. We are entitled to rescind our order confirmation at any time free of charge if the creditworthiness of the customer has changed adversely before the date of delivery.
(5) If the consumer orders the goods electronically, the legally effective GTCs shall be sent to the customer by e-mail.
(6) Oral agreements are not binding. Written counter-confirmations by the customer only become binding by means of our written order confirmation.
(7) Under no circumstances shall silence be considered as consent. Changes or amendments to the contract, or order cancellations, or suspensions are only binding with the written agreement of both parties. Any expenses or disadvantages resulting thereof shall be for the exclusive account of the customer, unless otherwise agreed.
(8) We reserve the right to make changes to the chemical composition of our products within the framework of legal standards and/or applicable product standards, as well as other product modifications that the customer can reasonably accept.

Payment & payment terms (3)
(1) The offered prices are daily rates and apply until revoked. Price indications are non-binding. The prices do not include the applicable VAT. Regarding small quantities (<100kg), we reserve the right to refer customers to a distributor, or to apply a surcharge of up to EUR 300 for minimum order quantities.
(2) Unless otherwise stated, all offers and prices are submitted on an FCA basis, ICC Incoterms in its latest version, excluding packaging, insurance and transportation.
(3) Any increase of the order price at the time of delivery, such us but not limited to alloy surcharges, energy costs, transport- or labor costs, as well as surcharges relating to a change in price of pre-/ or input materials and raw materials, and changes relating to additional or increased official charges will be asserted by us unilaterally in full without the customer's consent.
(4) Unless otherwise agreed, the type of packaging shall be determined by us. Increases in freight charges occurring between the date of the order confirmation and the actual shipment shall be charged separately to the customer.
(5) The customer undertakes to transfer the invoiced amount to our business account after receipt of the total or partial delivery within 30 (thirty) days from the date of the invoice. We reserve the right to cancel the terms of payment. Nevertheless, we are entitled, without giving any explanation, to make deliveries conditional upon advance payment or the presentation of collateral.
(6) We only accept letters of exchange and cheques if this has been explicitly agreed, in written, and only as payment for outstanding amounts. All discounting and collection charges are for the customer's account.
(7) In cases of default, we shall charge interest on default of 9.2% above the applicable base rate of the European Central Bank plus VAT. In cases of default, the customer commits himself to paying all expenses related to the dunning process, the collection, and the pursuit of legal remedies, as well as the court fees. The customer is entitled to offset amounts only if his counterclaims have been legally established or recognized by us. The customer is not entitled to withhold any payments.
(8) If the customer does not comply fully or in part with his payment obligations, or a letter of exchange or a cheque is dishonoured, or if we receive information that makes customer's creditworthiness questionable, or if an application for the initiation of insolvency proceedings is filed, or the customer proposes terms of a voluntary arrangement to his creditors, we shall be entitled to demand immediate payment of all unpaid, as well as not yet due or deferred invoices, and to demand advance payment, or the presentation of securities for all outstanding deliveries. In addition, we are entitled to demand that the re-sale and processing of delivered goods be terminated immediately. In the event of the customer not reacting to our request for advance payment, for securities or to our dunning letter within a reasonable period, we shall be entitled to withdraw from the contract, or to repossess the goods, and to invoice the customer for all costs and expenses, including lost profit, that have accumulated up to that time.

Transfer of risk (4)
(1) The customer bears the risk of the loss and accidental deterioration of the goods from the moment of the handover of the goods, in accordance with the agreed Incoterms in its latest version.

Storage instructions for products (5)
(1) The customer is aware of the requirement to store our products properly and is conversant with our product storage conditions. Improper storage results in our warranties and liabilities becoming null and void. The storage conditions can be found on our website under Downloads under the category Certificate and Approvals. https://cdnstorevoestalpine.blob.core.windows.net/image-container/957932/original/Transport,_Handling_and_Storage_Recommendations_for_Welding_Consumables_EN_rev_3.pdf

Use of products (6)
(1) The customer is aware of the proper use of our products. Improper use leads to exclusion of any liability and warranty. When using the products supplied by us, the customer is obliged to comply with all regulations, technical regulations, operating and user instructions that protect against dangers.

Obligation to accept, storage period and storage costs (7)
(1) The customer commits himself to accepting the delivered products at the contractually agreed delivery terms and conditions within 14 (fourteen) calendar days, otherwise the customer is in default of acceptance.
(2) In the event that the customer unjustifiably refuses the acceptance of the goods, he must pay all transport and storages costs, notwithstanding his payment obligations.
The goods are deemed accepted 3 (three) months after our notice of readiness to despatch, and the total purchase price becomes due at this point. Storage costs and any additional costs shall be charged to the customer from the 14th day after the goods were declared ready for despatch, but were not delivered to or collected by the customer.

Long-term and call-off contracts (8)
(1) All contracts concluded for an indefinite term can be terminated by either party by considering a notice period of 3 (three) months.
(2) If in the case of long-term contracts (i.e. contracts with a term exceeding more than 4 (four) months and/or contracts effective for an indefinite period of time) a change occurs as stated in Clause 3 paragraph 3, we shall be entitled to the rights specified therein.
(3) In case of call-off orders, the customer must inform us, in written, of the definitive quantity at least 2 (two) months prior to the delivery date, unless otherwise agreed. Additional charges caused by the customer, relating to a delayed call-off or a later change of the call-off destination or quantity shall be borne by him and be based on our calculations. The customer shall be obliged to accept the goods on the day when the validity period expires and the agreed purchase price becomes due.
(4) In the case of call-off orders, all yet undelivered quantities of products ordered by the customer shall be delivered, at the latest, on the day when the validity period of the order confirmation expires.
(5) The customer must bear the risk of any foreign exchange devaluation against the Euro until the date of payment, and in such a case, the purchase price shall be adjusted accordingly.

Delivery Periods (9)
(1) We are entitled to effect partial deliveries. The contracting parties agree that partial deliveries of goods or services are deemed the subject of an independent contract separate from the order confirmation, and that they are subject to these General Terms and Conditions of Sale.
(2) Production-related deviations from the total order quantity of plus or minus 10% are permissible. The purchase price shall change according to the actual volume.
(3) Our liability for goods not delivered on time is explicitly limited to those cases in which we have confirmed the shipping date in written. Unless otherwise agreed, the delivery periods shall be calculated from the date of the order confirmation, and they are subject to the timely receipt of the input goods required by us. The delivery period shall be deemed fulfilled when the goods are shipped prior to the deadline, or the customer has been notified of the readiness of the goods for collection.
(4) The customer is only entitled to withdraw from the contract when the delay in the delivery date is attributable to gross negligence on our side, and he has conceded us, but unsuccessfully, a reasonable period of grace for the delivery. The withdrawal from the contract must be notified by registered letter.

Retention of Title (10)
(1) We retain title to the goods until full payment of the purchase price has been made. The customer must immediately notify us in writing of any seizure of the goods by third parties, in particular of enforcement measures, damage to, or destruction of the goods. We are entitled to withdraw from the contract and to demand handover of the goods in cases of breach of contract, in particular in the event of a delay in payment. The customer is entitled to resell the goods in the course of his ordinary business. The customer henceforth assigns to us all receivables to the full invoice amount, which are due him by the resale of the goods to third parties, and he undertakes to make a corresponding remark in his books or invoices. We herewith accept this assignment. Following this assignment, the customer is entitled to collect the amounts due him. We reserve the right to collect the receivables ourselves if the third party is in default of payment.
(2) If the goods are processed by the customer, we acquire co-ownership of the new item proportionally to the value of the goods delivered by us. The same shall apply if the goods are processed or mixed with other objects, which do not belong to us.

Warranty (11)
(1) In cases of defective goods, we shall provide warranty for the defect, at our choice, by way of improvement or exchange. If an improvement or exchange is not possible, or has failed, the customer shall be entitled to demand a price reduction or, when it is not a minor defect, to rescind the contract.
Minor deviations from quality, form, colour, weight or design, or that are technically unavoidable, or are in line with commercial practice, are not deemed defects and may not be claimed against. The same applies to deliveries based on samples and specimens. Damaged packaging falls under minor defects and does not convey the right to refuse acceptance.
(2) In cases in which the buyer is entitled to issue notices of defects, such notices must be given, in written, within 7 days in case of land freight transportation and 14 days in case of sea freight transportation after the delivery of the goods; otherwise the assertion of a warranty claim is excluded. Hidden defects must be reported, in writing, immediately upon discovery and any processing must be terminated. The notice of defects must be specified exactly.
(3) The warranty period for the goods is 12 months from the date when the risk has transferred to the customer and 6 months for spare parts. This period also applies to hidden defects. Assumption of defectiveness at the time of delivery shall be explicitly excluded. For the following products the warranty period deviates as follows:

Equipment Wears & Spares & Software:	6 months
Personal Protection Equipment:	
Welding Helmets:	24 months
Respiratory Systems:	24 months
Batteries:	6 months
Welding Apparel, Gloves:	9 months
Eyewear:	6 months
PPE Spares:	6 months
Finishing Chemicals:	6 months

(4) In the event of hidden defects that were notified in time, the customer shall be obliged to give us an opportunity to review the delivery in question within a reasonable period of time.
(5) We offer no guarantees to customers as defined in law. Unless otherwise contractually agreed, we do not warrant or accept any liability for the characteristics or the usability of the goods for a specific purpose, other than those explicitly agreed to by us.
(6) Products subject to wear and tear are – as far as legally permissible or if not mutually agreed otherwise in writing – excluded from the warranty.

Liability (12)
(1) Other than in those cases provided for by the Product Liability Act, our liability is limited to intent and gross negligence. The liability for slight negligence, such as, but not limited to, compensation for consequential damages, financial loss, loss of interest, loss of profit and damages from claims of third parties against the customer are excluded.
(2) The above limitations of liability do not apply to injury to body or health, or loss of the customer's life.
(3) To the extent permissible by law, joint and several liability, irrespective of their legal grounds, is limited to the total net value of the order of the individual shipment related to the damage (excl. any surcharges for transport, packaging, storage or duties).
(4) To the extent permissible by law, all rights to claim for compensation cease 12 months after becoming aware of the damage and of the injuring party.
(5) Any claims and rights shall be excluded, if applicable standards and regulations, storage instructions or the operating and manual instructions have not been observed when using the product or the product has been treated or improperly used by a non-expert person or modifications have been made to the product or third-party or replica parts have been used, unless the defect of the product cannot be attributed to these aforementioned events of which the customer bears the burden of proof in the event of such a dispute.
(6) Technical consultations and information about processing and possible uses of our goods that we provide free of charge are deemed a service without commitment, and for which we assume no liability.
(7) We are only liable for our own content on the company's website. In the event that we provide links to other website, we are not liable for the third party content included in such websites. In the event that we obtain knowledge of illegal content on external websites, we shall immediately block access to such sites.

Intellectual Property (13)
(1) We remain the sole owner of our trademarks, recipes, software, copyrights and patents, whether registered or not. By no means shall any right or license be granted by ways of this Terms and Conditions to the Customer under any patent, trademark, copyright, registered design, except the right to use or re-sell the Products as permitted herein. As the sole proprietor we retain all intellectual property rights in our drawings, specifications, data and all other information and documents prepared by us for the customer in whatever medium made available.

Nondisclosure (14)
(1) The customer shall exclusively use all documents and knowledge that we declare as confidential and in whose confidentiality we are obviously interested, which he obtains in the course of our business relationship, for the jointly pursued purposes and treat them with the same care towards third parties that he would use in the treatment of his own documents and knowledge.

Data protection (15)
(1) To comply with the data protection obligations, we refer to our privacy policy, available at https://www.voestalpine.com/welding/global-en/data-privacy/ in the currently valid version.

Force majeure (16)
(1) In the event that circumstances change under which the contract has been concluded, or events of force majeure occur that include e.g. but not limited to war, riots, armed riots, pandemics or epidemics and resulting circumstances,, natural catastrophes, non-delivery of input material, breakdown of machinery, interruption of operations of any kind, strike, lockout in our own company or in companies related to the fulfilment of the performance, or hindrances due to official directives, or sanctions by international authorities, as well as any causes that would make the delivery unreasonably difficult or impossible, relieve us of our duty to perform for the duration and the scope of the impact of such disturbances, or entitle us to withdraw from the contract entirely or from that part that has not yet been fulfilled, without the customer having the right to raise legal claims against us. In case of force majeure any agreed provisions regarding liquidated damages on the grounds of delayed deliveries thereout shall be deemed invalid.

Export controls (17)
(1) Our goods and services are supplied with the provision that their delivery is not impeded by national or international regulations, especially export control regulations such as embargos or other sanctions.
(2) The customer commits to not selling the products to third parties of whom he has reason to assume will disregard such regulations or circumvent them. Upon request, the customer must provide us, without delay, all required information, especially as regards the final recipient, final destination and end-use of the goods or services.
(3) The customer (ordering party, consignee) commits to not using the goods, neither directly nor indirectly, in any way in connection with the development, production, handling, operation, maintenance, supply, detection, identification or dissemination of chemical, biological, or nuclear weapons, or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons, unless he holds the required official licenses for these purposes.
(4) The customer also undertakes to ensure that the items are not put either directly or indirectly to a military end-use in in the People's Republic of China, or in a country, which is subject to an arms embargo pursuant to section 5 para. 2 of Regulation (EC) No. 428/2009 and which is included in the current lists of the European Commission of countries subject to arms embargoes, unless he holds the required licences.
(5) In addition, he undertakes to be in possession of the required authorisations and licences in accordance with applicable Standards of the Austrian Foreign Trade Act 2005 (AußWG) as well as the Austrian Foreign Trade Regulation 2011 (AußHV).
(6) The customer (purchaser, consignee) commits to neither directly nor indirectly selling, exporting, re-exporting, supplying, transferring or making the supplied goods otherwise accessible to persons, companies, institutions, or organisations, or in countries when this would contravene European, Austrian, or, to the extent applicable, US (re-)export regulations.
(7) In the case of re-selling/transfer of the supplied goods, the customer (purchaser, consignee) commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.
(8) On request, the customer commits to issuing an end-use certificate and to sending the original to us, in order to enable us to prove the end-use and intended purpose.
(9) The customer (purchaser, consignee) shall be liable to the fullest extent for any damages resulting to us from any culpable non-compliance with the European, Austrian or US (re-)export regulations by the customer (purchaser, consignee) and release us from any liability towards third parties.
(10) Our offers, order confirmations, and the contract, as well as the fulfilment thereof, are subject to us obtaining all required export or transfer licenses, or any other permits in connection with export regulations or releases from the relevant authorities, and to there not being other legal obstacles in connection with export regulations that we, as exporters or shipper, or any of our suppliers, must adhere to.

Compliance (18)
(1) The principles and guidelines for a sustainable ethically, morally, and legally unobjectionable behaviour in business, as defined in the latest version of the 'Code of Conduct of voestalpine AG' and the related 'Code of Conduct for voestalpine Business Partners' are available under http://www.voestalpine.com/group/en/group/compliance/ and are explicitly deemed accepted by the customer, who supports their underlying principles and regulations. In individual cases, when patently clear and severe breaches of the underlying principles and regulations by the customer become evident, and which make a continuation of the business relationship untenable, we are entitled to terminate the contractual relationship for good reason and, therefore, with immediate effect. The customer commits to holding us harmless of any damages and disadvantages resulting therefrom.

Place of jurisdiction and applicable law (19)
(1) The place of performance of our goods and services is the location of our plant, and the exclusive place of jurisdiction is agreed to be the competent court in Vienna.
(2) However, we are also entitled, at our option, to initiate legal proceedings against the customer at his legal domicile. The customer is obliged to refund any dunning and collection expenses, as well as those relating to pre-litigation. Incoterms in its latest version and Austrian law, under the exclusion of the International Conflict of Law Rules and under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Federal Law Gazette 1988/96) apply.
(3) If one or more of the provisions become ineffective, the other provisions remain binding.

Special terms and conditions of sale for welding Equipment

Guarantee for Welding Equipment (20)
(1) After registration of the serial number of the Welding Equipment at https://www.voestalpine.com/welding/Warranty-Registration we grant the customer a manufacturer's guarantee of up to 5 (five) years for the Welding Equipment. The guarantee conditions for Welding Equipment are available on the homepage https://www.voestalpine.com/welding/Warranty-Registration.
The guarantee period already includes the warranty period of the General Terms and Conditions of Sale for Welding Equipment.

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