

General Terms and Conditions

TPI GmbH, Rieglerstr. 21, 4873 Frankenburg, Austria

I. Scope of Application

These General Terms and Conditions apply to all business transactions between the Seller and its customers. They shall also be binding for subsequent transactions. Any amendments or ancillary agreements must be made in writing. The management reserves the right to approve the respective order. All offers made by TPI GmbH are subject to change and non-binding unless expressly designated as binding. A transaction shall only become binding upon the Seller once an order confirmation has been issued.

II. Delivery

1. Delivery takes place at the expense and risk of the customer.
2. The delivery deadline starts with the date of the confirmation order.
3. Partial deliveries are permissible.
4. If a delivery date is exceeded by more than 10 weeks and the therefore appropriate additional time set by the customer unsuccessfully passed, the customer can withdraw from the contract.
5. Claims for damages due to late delivery are excluded.
6. Unforeseeable events such as force majeure, war, war-like events or other civil unrest, transport delays, shortages of raw materials, strikes or other production interruptions, as well as other disruptive events, shall release us from the obligation to make timely delivery for the duration of such events. If such events continue for more than 10 weeks, TPI shall be entitled to withdraw from the contract in whole or in part
7. All dispatch costs, especially packaging, transport costs and transport insurance will be charged to the customer.

III. Prices and conditions of payment

1. All prices are exclusive of statutory value-added tax. All prices and additional costs will be calculated according to our price list valid at the moment of delivery.
2. Price adjustment clause: Increases in the price of raw materials of more than 5% since acceptance of the order, where such increases are due to circumstances beyond the Seller's control, shall be borne by the Customer. The Seller shall inform the Customer of such circumstances as soon as they become known. If the Customer does not agree to the price increase, the Customer may withdraw from the contract free of charge within 14 days of receiving notification. If the Customer fails to make a decision within this period, the Seller shall be entitled to withdraw from the contract. In all cases, claims for damages or other claims against the Seller are excluded
3. Payment shall be made immediately in net cash without deduction. Where special agreements have been made, the payment terms stipulated in the contract shall apply. If the payment deadline is exceeded, default interest amounting to 1% of the invoice amount per month shall be charged. Overdue invoices shall be referred to a debt collection agency. Any collection and intervention costs incurred shall be borne by the Buyer. In the event of late payment, further deliveries shall be made on a cash-on-delivery basis only. The Customer shall not be entitled to withhold payments on account of incomplete delivery or performance, or due to guarantee or warranty claims.
4. The seller reserves the ownership of all goods delivered by him until complete payment of the invoice sums plus interest and cost has been made. Until this moment the customer is only entitled by the vendor's written approval to resell the goods, to treat or process or to assemble them, except in such cases in which the goods are determined for reselling, treatment or processing or assembling.

He is obliged to transfer his claims from reselling to the vendor for securing his purchase price claim and to put a corresponding note in his accounts or on his invoices. In the case of seizure or other claims, the customer is obliged to point out the vendor's proprietary right and to inform him immediately.

IV. Guarantee

The vendor guarantees that the delivered goods have got the explicitly agreed or usually presumed characteristics. The warranty period is limited to the legal duration. Guarantee obligation for faulty delivery is restricted to improved or replacement delivery according to the seller's choice.

Every guarantee obligation ceases if any repair or other work is done on the delivered goods by third parties without the vendor's approval.

The customer's guarantee claim from the T.P.I. GmbH is not transferable.

Guarantee is excluded for:

1. Damage caused by acts of God or environmental influences (water, fire, dirt, dust, heat, lightning, cold).
2. Wearing parts are not covered by the warranty. This includes e.g. heating rods, sauna stones, light bulbs, starters, the glass rods of infrared ABC radiators as well as acrylic plastic discs. Resulting shipping, transport, travel, repair or assembly costs are not reimbursed by TPI. This is particularly true for costs incurred by service interventions by external companies without written authorisation from the TPI service department.

The work and travel times, which are necessary for the assertion of warranty, are charged on the basis of the rates of TPI GmbH applicable at that time. TPI is free to decide whether to replace the goods free of charge or to repair defective goods.

Place of warranty fulfilment is the headquarter of TPI GmbH, Rieglerstraße 21, 4873 Frankenburg, Austria.

Notices of defects do not entitle the client to withhold or reduce invoiced amounts due for payment.

Exchanged parts and machines will become the property of TPI GmbH. Complaints regarding our products must be immediately reported by the final customer to the contracting partner where the product was purchased. Warranty processing by TPI is exclusively made by means of the contracting partner.

V. Liability

1. The T.P.I. GmbH does not accept any liability and does not compensate damages that are caused by defective products. Especially excluded are compensation payments for inactive times, delivery delays, spare machines, capital and interest losses and personal costs.
2. We are liable for damages towards the customers only as far as we or our agents of vicarious liability are charged with intention or gross negligence. Liability is limited in value to the agreed price of the product which has caused the damage or is in direct connection to the damage. Among other things we are not liable for claims for damage by third parties, for indirect damage, for missed profit or expected savings.

VI. Place of jurisdiction

For the ruling of all disputes resulting from a contract – including its existence or non-existence – the sole jurisdiction of Upper Austrian courts that are considered practical, is agreed. Austrian right is applied.