

General Terms and Conditions of Purchase

1. These General Terms and Conditions of Purchase apply for all orders (deliveries/supplies) placed by Meinhart Kabel Österreich GmbH with its suppliers, unless otherwise noted in the order. Meinhart Kabel Österreich GmbH will be termed below the contracting party (CP), the individual supplier the contractor (CO).
2. These terms and conditions of purchase become an integral part of the contract by accepting an order. Only written and signed orders are valid. Changes or additions to the order and verbal agreements are only valid if confirmed in writing by the CP. In all documents affecting the order, the CP's order number is to be indicated. The CO can neither completely nor in part hand over claims from the contract without the CP's written consent.
3. The CO's general terms and conditions that were not expressly acknowledged in writing by the CP are not binding, even if not expressly contradicted. A reference in the CP's order to the CO's offer documents does not imply any acceptance of the CO's commercial terms.
4. The CO ensures execution of the contractual deliveries/services that conforms to standards and is free of defects. The execution is carried out in accordance with the CP's relevant standards/stipulations and specifications on harmonisation (data sheets). The mere acceptance of deliveries/services, the temporary use of them or also payments made effect neither an acceptance nor a waiver of the rights to which the CP is entitled. The CP's receipts of delivery that the goods have been received are not declarations by the CP about the final takeover of the goods delivered. The obligation to examine faulty deliveries/services in accordance with Sect. 377 UGB [Austrian Business Code] is expressly waived. Upon detecting possible defects, we are entitled to a 6-week time period to claim notification of defects. The relevant legal provisions apply for the warranty. Disclaimers of liability on the part of the CO, particularly under implied warranty or compensation, will not be accepted unless this is explicitly arranged in detail. Deviations from the legal provisions affecting warranty and compensation, such as changing the burden of proof, reducing time periods and the like require our explicit written consent in individual cases in order to be effective.
5. For all deliveries/services the CP's "Requirements for Packaging and Transport" apply. (www.meinhart.at)
6. Immediately after the delivery according to contract or the completely provided service, one copy of the invoice is to be sent to the CP listing all order data. The text of the invoice is to be itemized such that comparison with the order and invoice verification are simple to carry out. The CP's order number and order data are to be cited in the invoice. The CP reserves the right to send back invoices that do not correspond to what he has stipulated, particularly as relates to the order data or the VAT regulations. In this case, the invoice is considered not rendered. The CO is not entitled to compensation towards the CP. The time period for payment of the invoice begins after the CP's receipt of the properly issued invoice, assuming the provision of the complete delivery/service according to the contract. To the extent that the CO is to provide test records, quality documents or other documents, the completeness of the delivery or service also assumes receipt of these documents. The CP can withhold payment until the defects are remedied. Payment means neither a recognition of the correctness of the delivery/service nor a waiver of any possible rights to which the CP is entitled.
7. The CO commits to maintaining confidentiality about all commercial and technical details that he becomes aware of through the business relationship with the CP.
8. In case of insolvency proceedings on the part of the CO or of a change in owner structure, the CP is entitled—irrespective of procedural consequences—to withdraw completely or in part from the contract. The CO is obligated to immediately inform the CP of such circumstances.
9. The law of the Republic of Austria applies. The United Nations Convention on Contracts for the International Sale of Goods is excluded. The court in Linz is agreed to be competent for all disputes that arise between the CP and the CO from deliveries/services. The language of the contract is German. If there is no convention on jurisdiction and enforcement between Austria and the state in which the contractual partner has its headquarters, all disputes arising from this contract or relating to its violation, termination or nullity, will be settled conclusively under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators named in accordance with these rules. Substantive law is to be applied; German is the language to be used in the arbitration proceedings. In case of invalidity of individual provisions, the remaining integral parts of the contract remain binding.