



## PRT General Terms of Delivery and Sales

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### 1. Scope

These General Terms of payment, the delivery of goods and mutatis mutandis, the rendering of services and subsidiary the General Terms of Delivery and the Terms and Conditions for Software Transactions by the Austrian Electrical and Electronical Industry are the legal basis of all current and future business transactions. Purchasing conditions of the Buyer shall be valid only if expressly accepted in writing by us.

### 2. Estimates, Offers

Estimates of costs and offers are made only at Buyers demand and without engagement and have to be paid. They are valid for four weeks and do neither include transport or packing costs nor turnover tax.

The prices are based on costs obtaining at the time of the first quotation. Enclosed plans, schedules or something near that are non-committal and we keep all copyrights. The Buyer is not allowed to open any information to third persons.

### 3. Prices, Conditions of Payment

The prices in the indicated currency are quoted ex works in or ex Sellers Warehouse in Austria excluding packing and insurance, loading and turnover tax. The prices are based on costs obtaining at the time of the first quotation. Unless otherwise agreed, one third of the purchase shall fall due at the time of receipt by Buyer of the order confirmation of Seller and the balance at the time of delivery. We may carry out and charge the Buyer for partial or advance deliveries. Payments fall due within 8 days of receipt of the invoice, regardless of the implementing of the apparatus or beginning of operation. Payment has to be made in cash or transfer into our named account without any discount in the agreed currency, fees and charges to be borne by the Buyer.

### 4. Default of Payment

In the Event of any failure by the Buyer to meet the terms of payment, Seller may charge, from the date onwards, default interest amounting to 1 % per month plus turnover tax and charge any necessary trial costs, especially dunning and legal costs. The Seller has the right to invoice ten EURO for each reminder.



## 5. Retention of title

We retain title to all goods delivered by us until receipt of all amounts invoiced including interests and charges. We have the right to withdraw from the contract without any consequences in the case of any permanent failure by the Buyer to fulfil his obligations or if bankruptcy proceedings are instituted against the Buyer or an application of bankruptcy proceedings against the Buyer is not granted for insufficiency of assets. Upon withdrawal from the contract any open accounts in respect of deliveries made or services rendered in whole or in part have to be settled without prejudice to our right to claim damages. The costs for restitution of products already delivered have to be borne by the Buyer.

## 6. Passage of Risks

Enjoyment and risk pass to the Buyer at the time of delivery to the Buyer or his authorized agent, in the case of shipment at the time of delivery to the carrier or if the case of agreed self collection by the Buyer at the time of placing the goods at the disposal.

## 7. Delivery

The period allowed for delivery commences at the date of order confirmation by us. The agreed delivery dates are interrupted by any unforeseeable circumstances, such as force majeure, delays in transport or other circumstances beyond our control.

In the case of two-way-radio products the date of delivery is also subject to the permission of the Telecom Control and the specification of all technical Details. Where delay in performance can be shown to have occurred solely through our fault, the Buyer may, after a reasonable period of grace of at least 6 weeks, withdraw from the contract. In that case Center has to pay back any advance payments without interest rates, the Buyer has done. The Buyer is not entitled to claim damages.

## 8. Warranty and Compensation

The warranty period shall be 6 months, beginning at the point of passage of risks. Warranty and compensation claims for faults and their consequential damage or claims based on any other legal title are excluded, if not regulated by law. Any faults appearing have to be reported immediately. Claims according to § 933b ABGB are excluded. If an official permission is necessary for the assembly or line-up of our devices, the customer is responsible for the obtainment of permission. No adhesion for the distribution of the permission is taken over and the devices have to be paid also in case of non-distribution of their permission. Warranty given by the manufacturer have to be claimed directly from the manufacturer. Warranty shall laps immediately if, without written consent of Seller, Buyer himself or any third party not expressly authorised undertakes modifications or repairs on any items delivered.



## **9. Liability**

Outside the scope of the Product Liability Act, we are liable only, if the damage in question is proved to be due to intentional acts or acts of gross negligence by us, within the limits of statutory provisions.

## **10. Set-off**

The Buyer is not entitled to withhold or offset payment on the ground of any warranty claims or other counterclaims.

## **11. Orders by phone, additional orders**

Orders by phone are not legally binding for us until written order confirmation. Additional orders will be charged separately.

## **12. Withdrawal from contract**

Any withdraw from the contract by the Buyer has to be notified in writing. In the case of withdraw from the contract by the Buyer we are allowed to charge fees of 25 % of the entire amount.

## **13. Export**

The export of our goods is forbidden, for an obligation of the Department of Import and Export, we accepted. This obligation binds also the Buyer and has to be passed over to his partners by him.

## **14. Lightening Protection**

As far as lightening protection is regulated by law, the Buyer is obliged, in the case of fixed antennas, to care for the installation of lightening protection by an officially licensed company.

## **15. Jurisdiction and applicable law**

The contract is subject to Austrian law with the exception of the UN Sales Law. Any departure from the terms and the conditions are valid only if notified in writing and if expressly accepted in writing by us. Place of Performance of Payments, Deliveries and performances is Vienna, even the delivery, according to agreement, takes place somewhere else. Amendments of and supplements to this General Terms of Delivery and Sales must be in writing. The same shall apply to the amendment of this written form requirement. Any litigations arising under the contract including litigations over the existence or non-existence thereof fall within the exclusive jurisdiction of the competent court in Vienna.

In case of returnments in warranty please enclose a copy of the invoice and a detailed description of failure. The goods have to be sent free house to us!!