



inspiration for clean energy®

VAS Service GmbH

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FN: 504408b
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spares, remote support, industrial cleaning,
maintenance, refractory repair, redevelopment,
software updates, plant optimization

General Purchasing Conditions

1. General:

The following conditions apply to our purchasing orders (unless anything different has been agreed and not put in writing) and represent an integral part of the purchase order. In principle they are only valid for written purchase orders. Alterations and additions to purchase orders need to be put in writing to be valid. Any variations in the purchase order, particularly with reference to suppliers complying with other sales and delivery conditions or order confirmations, will only be valid if they have been acknowledged by us in writing.

Your delivery/completion is fully recognised with regards to our purchasing conditions.

2. Prices/Payment Conditions/Billing:

2.1 Our purchase order does not include any quotations or basic prices as allying prices are to be added to the order confirmation by the supplier and require our written approval.

2.2 The agreed prices are fixed prices and will be guaranteed by the supplier one year from acceptance of our purchasing order. If the supplier reduces his prices up to the day of delivery, the reduction is to be conveyed to us.

2.3 The agreed prices are always to include packaging, dispatch costs (transport etc.) and separate from the delivery address specified in the purchase order. Additional costs from a more expensive method of packaging if it has been agreed are to be carried by the supplier. We are permitted to return packaging to the supplier, however, we are not obligated to do this.

2.4 Payment on delivery will not be accepted.

2.5 Payment conditions according to purchase order. The payment date is the debiting date of the owed amount from our bank account. The place where payment is to be carried out is Salzburg. In the case of early delivery, the due date will be the delivery deadline that was initially agreed. We are authorized at any time to charge the same for any claims against the contractor against the outstanding amount.

3. Dispatch, Transfer of Risk:

Dispatch to the place of delivery (receiving office) is always carried out at the risk and cost of the supplier. The risk will not be transferred to us until the acknowledgment of receipt at the receiving office. If commissioning and suchlike, or a formal transfer is attached with the delivery installations, the risk will not be transferred with the aforementioned.

Costs which arise from non-compliance with dispatch instructions will likewise be at the expense of the supplier.

4. Delivery Deadline and Contractual Penalty:

4.1 The delivery and completion deadlines in relation to the job submission laid out in the purchase order are to be adhered to without exception. Any delays are to be reported as soon as possible by the supplier and in writing, stating the reason in order to arrange a new delivery deadline of which acceptance is down to us. An early delivery is only permitted with our consent. Failure to comply with an arranged deadline or if a contract is not properly carried out at the right time, in the right location and in the agreed manner, we are authorized to withdraw from the overall contract without setting a deadline irrespective of other entitlements, demand compensation for an incomplete job or carry out a hedging transaction by a third party. The supplier must compensate all escalating expenditures derived from non-compliance with the delivery deadline. If partial deliveries or delayed deliveries and respectively, job deliveries are accepted, they will not be considered as rejected but rather as other claims.

4.2 If a delivery deadline has been exceeded and is not acknowledged by us, we are authorized to issue a penalty of a reduction from 0.1% up to 10% of the purchasing price for each day the deadline is exceeded irrespective of our other legal rights or we are permitted to withdraw from the contract.

5. Acceptance and Guarantee:

5.1 Acceptance of a delivery or job will not be confirmed until the intended utilization, 24 months after delivery at the latest. The commercial obligation to give notice of defects in accordance with § 377 HGB is not imperative. If the delivery does not correspond to the order regulations, we are authorized to refuse the delivery irrespective of our other legal obligations.

5.2 A delivery note must be presented with each delivery. We will not accept any delivery without a delivery note.

5.3 If documentation, manuals, work plans, operating instructions etc. are necessary or standard for the delivered objects, they are considered as essential items of the purchase order and are to be issued to us along with the delivery.

5.4 The contractor guarantees the intended application, perfect quality and completion of the required and confirmed features as well as liberty from trade mark rights and other third party rights for a period of 24 months from the intended application and up to 48 months from the delivery. The contractor is required to immediately repair any occurring defects within this period on his own costs and replace any damages correlating to the defect including the costs for detecting the defects. If a mass of defects is found or if they are commonplace then these delivery parts as well as parts that are not tangibly affected are to be fixed accordingly. The contractor is liable for the necessary storage, operation and safety regulations.

If the supplier does not immediately meet his warranty obligations, we are authorized to correct the defects at the expense and risk of the supplier. Warranty for the replaced parts will begin again with compensation delivery or the corrections of the defect.

6. Product Liability:

6.1 According to product liability legislation, failure to detect any defects can in no way affect claims.

6.2 The supplier is in all cases obligated to notify us by request, the manufacturer or, in the case of implemented products, the importer within a deadline of 3 weeks as well as giving any other information which is necessary in order to affirm any claims according to product liability legislation.

6.3 Liability to pay compensation for people and damages cannot be restricted or ruled out.

7. Assignment, Acceptance of Contract:

An assignment on the part of the supplier for the consequent demands from a contract is only possible with our written consent. We are therefore in all cases authorized to pay the original creditor with effect of discharging obligations.

8. Supplies, Sketches, Plans:

Provided specifications, plans, sketches, models and other documents which are available to the supplier, remain our property. They must not be used in any other way with respect to other liabilities for damages and must not be duplicated or published by a third party without our written consent. They must be handled confidentially and given back on delivery of the purchase order. Parts that are provided by us (components, fittings etc.) also remain our property after any processing, developing and combining carried out by the contractor.

9. Patent Law:

The supplier has to uphold any possible patent laws arising from delivery without complaint or impairment in the case of disputes and guarantee us unrestricted use of the delivered goods.

10. Place of Delivery and Place of Jurisdiction:

10.1 The place of delivery will be given each time in the purchase order.

10.2 The sole place of jurisdiction is the functionally appropriate District Court of the federal state capital of Salzburg which designates Wals-Siezenheim as headquarters for our company.

11. Applicable Law:

Austrian Law is applicable to the contractual affiliation between suppliers and us.

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