General Terms & Conditions

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> Archived version, September 2026. It applies to contracts concluded up to 30 November 2026.

1. Scope

These General Terms and Conditions (GTC) apply to all deliveries, services, and offers by Ing. Siegfried Plasch, Baumayrweg 4, 4631 Krenglbach, Austria ("Supplier"), trading as TIP TIG.

Conflicting or deviating terms and conditions of the buyer shall not apply, even if the Supplier does not expressly object to them, unless the Supplier has expressly agreed to their validity in writing.

Individual agreements made with the buyer in individual cases (including side agreements, supplements, and amendments) shall in all cases take precedence over these GTC.

2. Offers, Formation of Contract, Documents

All offers by the Supplier are non-binding and subject to change unless explicitly designated as binding. A contract is formed upon the Supplier's written order confirmation or upon commencement of performance.

The Supplier retains ownership and all intellectual property rights in all technical documents (drawings, calculations, specifications, samples, models) provided to the buyer. Such documents may not be disclosed to third parties without the Supplier's prior written consent and must be returned upon request.

3. Prices, Payment, Default

Unless otherwise agreed, all prices are quoted **EXW Krenglbach (Incoterms® 2020)**, exclusive of value-added tax (VAT), packaging, shipping, insurance, and other ancillary costs, which shall be charged separately.

Unless otherwise agreed, invoices are due and payable within **14 days net** from the invoice date. In the event of default, statutory default interest for B2B transactions applies pursuant to § 456 Austrian Commercial Code (UGB).

The buyer may only set off against claims that are undisputed or have been finally adjudicated by a court.

4. Delivery Times, Partial Deliveries, Acceptance Delays

Delivery times are non-binding estimates unless expressly agreed in writing as fixed delivery dates. Delivery periods commence only after all technical and commercial details have been clarified and all agreed advance payments or securities have been received.

The Supplier is entitled to make partial deliveries, which may be invoiced separately.

If the buyer delays acceptance, the risk of accidental loss or deterioration of the goods passes to the buyer upon notification of readiness for dispatch. The Supplier may store the goods at the buyer's risk and expense and claim damages for any additional costs incurred.

5. Shipment, Risk, Place of Performance

The place of performance for all deliveries is **A-4631 Krenglbach, Austria**.

Risk passes to the buyer EXW upon readiness for collection at the Supplier's premises. Shipment is at the buyer's risk and cost, regardless of which party arranges transport.

Transport insurance will be arranged upon request and at the buyer's expense.

6. Force Majeure / Supply Chain Disturbances

Events of force majeure — including but not limited to pandemics, actions by public authorities, strikes, lockouts, energy or raw material shortages, and disruptions in the supply chain — shall extend delivery deadlines by the duration of the impediment plus a reasonable ramp-up period.

Either party may withdraw from the contract if such impediment lasts longer than one month and the parties cannot agree on an adjustment to the contract.

7. Retention of Title

All delivered goods remain the property of the Supplier until full payment of all claims arising from the business relationship with the buyer (extended retention of title).

Processing or combination of the goods by the buyer is performed on behalf of the Supplier. Where goods subject to retention of title are combined with other items, the Supplier acquires co-ownership of the new item in proportion to the invoice value of the reserved goods relative to the other items.

The buyer hereby assigns to the Supplier, by way of security, all receivables arising from the resale of goods subject to retention of title. The buyer is revocably authorized to collect such receivables in the ordinary course of business.

The buyer may not pledge the goods subject to retention of title or transfer them by way of security to third parties.

8. Cooperation, Installation & Service

The buyer shall provide all necessary information, drawings, tools, utilities, and access to the installation site in a timely manner and at no cost to the Supplier.

Installation and service work shall be performed in accordance with the Supplier's standard terms regarding working hours, travel time, travel expenses, and safety requirements. Acceptance occurs upon commissioning or commencement of use by the buyer.

9. Warranty

The buyer must inspect all deliveries without undue delay upon receipt. Obvious defects must be notified in writing within **5 working days** of delivery; hidden defects must be reported immediately upon discovery. Failure to provide timely notice constitutes acceptance of the goods as delivered.

The Supplier shall, at its option, **repair or replace** defective goods. If two attempts at remedy fail, the buyer may reduce the purchase price or — provided the defect is not minor — rescind the contract.

Warranty is excluded for: wear parts, natural wear and tear, damage resulting from misuse, non-compliance with the Supplier's operating and maintenance instructions, use under unsuitable conditions, excessive stress, or third-party interventions not authorized by the Supplier.

The statutory warranty period of two years (§ 933 Austrian Civil Code, ABGB) is shortened by mutual agreement to **12 months from the transfer of risk** for B2B transactions.

For software, the warranty covers the agreed features as specified in the documentation. Bug fixes are provided through updates where available.

10. Manufacturer’s Warranty

Where the Supplier grants a voluntary manufacturer's warranty, the terms and conditions of that warranty apply independently of and in addition to the statutory warranty rights set out in Section 9. Details of the manufacturer's warranty are available on the Warranty page.

11. Liability

The Supplier's liability is **unlimited** in cases of intent, gross negligence, and personal injury.

In all other cases, the Supplier's liability is limited to foreseeable, typically occurring damage arising from a breach of material contractual obligations.

Liability for **indirect and consequential damages** — including but not limited to lost profits, business interruption, downtime, and data loss — is **excluded** to the extent permitted by law.

Mandatory liability under the Austrian Product Liability Act (PHG) and other mandatory statutory provisions remains unaffected.

12. Intellectual Property Rights & Software

The buyer receives a **non-exclusive, non-transferable, non-sublicensable** right to use any software supplied with the products for the agreed purpose only.

Reverse engineering, decompilation, and disassembly are prohibited to the extent permitted by applicable law.

The buyer shall promptly notify the Supplier of any third-party claims alleging infringement of intellectual property rights in connection with the supplied products.

13. Export Control & Compliance

The buyer shall comply with all applicable export control, sanctions, customs, and product compliance regulations (including EU, Austrian, and US regulations) when handling, using, or reselling the products.

The buyer shall provide the Supplier with all required end-use information and documentation upon request. The Supplier may withdraw from the contract if performance would violate applicable export control or sanctions legislation.

14. Data Protection

Personal data collected in the course of the business relationship is processed in accordance with the Supplier's Privacy Policy and applicable data protection legislation (GDPR, Austrian Data Protection Act — DSG). The buyer shall ensure that any data subjects whose data it shares with the Supplier have been informed accordingly.

15. Assignment & Right of Retention

The buyer may not assign rights or claims arising from the contractual relationship without the Supplier's prior written consent.

The buyer may only exercise a right of retention based on counterclaims arising from the same contractual relationship.

16. Governing Law & Jurisdiction

These GTC and all contracts between the Supplier and the buyer are governed exclusively by **Austrian law**. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is **excluded**.

The place of performance for all obligations is **A-4631 Krenglbach, Austria**.

The **exclusive place of jurisdiction** for all disputes arising from or in connection with the contractual relationship is the competent court for the district of the Supplier's registered office (**Wels, Austria**).

17. Order of Precedence, Language, Severability

In the event of conflict, the following order of precedence applies: (1) order confirmation, (2) individual agreements, (3) these GTC, (4) technical documents and specifications.

The German-language version of these GTC is legally binding. This English version is provided for convenience only.

Should any provision of these GTC be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent of the parties.

18. Resale (Distributors)

The buyer is permitted to resell the products in the ordinary course of business, provided the buyer is not in payment default or material breach of contract. This authorization is revocable.

Title to the goods remains with the Supplier until full payment. The buyer hereby assigns to the Supplier all receivables arising from resale to its customers in the amount of the invoice total (including VAT). The buyer is revocably authorized to collect such receivables; the Supplier may collect directly in the event of default.

The buyer shall pass on all safety-related and product-related information as well as the manufacturer's warranty unchanged to end customers on a durable medium. No divergent guarantees may be made in the Supplier's name without prior written consent.

Technical modifications, rebranding, alteration of markings, or bundling with unapproved accessories is prohibited without the Supplier's prior written consent. The buyer assumes full responsibility for any modifications it makes and shall indemnify the Supplier against any third-party claims arising therefrom.

The buyer shall comply with all applicable export control and sanctions regulations and provide end-use certificates upon request. Supply to restricted countries or persons is prohibited.

No exclusivity is granted. Any selective distribution arrangement requires a separate written agreement in compliance with EU competition law.

Contact

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Last updated: September 2026. The German-language version of these General Terms and Conditions shall prevail in case of discrepancies.