General Terms & Conditions

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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.

For the purposes of these GTC, “in writing” includes transmission by email.

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 passed on or made accessible 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).

In the event of late payment, the Supplier may withhold further deliveries, demand advance payment and, after setting a grace period of 14 days, withdraw from the contract. The Supplier is also entitled to the flat-rate compensation for recovery costs under § 458 UGB.

The Buyer may only set off counterclaims that are undisputed or have been finally adjudicated.

4. Delivery Times, Partial Deliveries, Default in Acceptance

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 security have been received.

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

If the Supplier is in default of delivery, the Buyer may withdraw from the contract after setting a reasonable grace period of at least four weeks. Damages for delay are owed only in cases of intent or gross negligence.

If the Buyer is in default of 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, Transfer of Risk, Place of Performance

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

Risk passes to the Buyer when the goods are made available for collection at the Supplier's premises (EXW, Incoterms® 2020). If the Supplier arranges transport at the Buyer's request, it does so in the name, at the expense and at the risk of the Buyer.

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 periods 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 the purchase price, including interest and ancillary costs, has been paid in full.

Any treatment or processing of the goods by the Buyer is carried out 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 goods subject to retention of title 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 shall record the assignment in its books and, at the Supplier's request, notify its customer. In the event of default, the Supplier may collect the receivables itself.

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, operating resources and equipment, 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. Statutory Warranty (Gewährleistung)

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 without undue delay after discovery. Failure to provide timely notice shall be deemed approval of the goods.

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 — withdraw from the contract.

The statutory warranty does not cover: 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 reduced by mutual agreement to 12 months from the invoice date; for torches, hose assemblies and cables it is 6 months from the invoice date.

No warranty is given for specific performance characteristics of software and firmware. Errors are corrected via 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 is liable for damage only in cases of intent or gross negligence. In the case of personal injury, the Supplier is also liable for slight negligence. Liability for slight negligence, for loss of profit, business interruption, downtime, loss of data and other indirect and consequential damage is excluded. Mandatory liability under the Austrian Product Liability Act (PHG) remains unaffected.

The Buyer's claims for damages become time-barred 12 months after the Buyer becomes aware of the damage and of the party responsible.

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 notify the Supplier without undue delay 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 regulations.

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 exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the court with subject-matter jurisdiction in 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.

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.

Retention of title and the assignment of claims from resale are governed by Section 7.

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. Any deviating warranty commitments made in the Supplier's name require the Supplier's prior written consent.

Technical modifications, relabeling, alteration of markings or bundling with unapproved accessories are 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

Ing. Siegfried Plasch
Baumayrweg 4, 4631 Krenglbach, Austria
Email: office@plasch.at
Phone: +43 720 303500

Version 2026-12, valid from 1 December 2026. For contracts concluded up to 30 November 2026, the September 2026 version applies. The German-language version of these General Terms and Conditions shall prevail.