1. Scope of Application

Any deviation from these Conditions of Sale/Delivery or terms of contract of the business partner shall exclusively be subject to these General Conditions of Sale and Delivery (hereinafter referred to as "Conditions of Sale/Delivery").

2. Formation of Contract

2.1 The business partner is informed that the prices quoted ex works ("EXW" according to the INCOTERMS 2010) are without any transportation costs. Products shall be regarded as received by the business partner when the products are made available in HUECK's works; otherwise the delivery date shall be the date when the products leave HUECK's works.

3. Prices and Terms of Payment

3.1 Prices are quoted ex works ("EXW" according to the INCOTERMS 2010), exclusive of turnover tax, cost of wrapping/packaging and shipping, loading, surcharges due to changes in prices (clause 3.2 below) and exchange rate fluctuations.

3.2 HUECK is entitled to reasonably increase the prices if after submission of the offer there are any changes in the prices of raw materials or utilities, wages, salaries, charges for permits or similar costs or any change in the exchange rate.

3.3 HUECK reserves the right to correspondingly adjust the price if the purchase order differs from the overall offer.

3.4 If no turnover tax is to be charged in case of deliveries to a business partner in a Member State of the European Union, the business partner shall promptly furnish HUECK, without a separate request being required, with the following information:

- the VAT number, or (if applicable) the personal tax exemption of the state of the European Union,
- in case of consignments to a Member State of the European Union, the business partner shall promptly furnish HUECK, without a separate request being required, with the following information:
  - the VAT number, if any, or (if applicable) the personal tax exemption of the state of the European Union.

3.5 If no turnover tax is to be charged in case of deliveries to a business partner in a Member State of the European Union, the business partner shall promptly furnish HUECK, without a separate request being required, with the following information:

- the VAT number, or (if applicable) the personal tax exemption of the state of the European Union,
- in case of consignments to a Member State of the European Union, the business partner shall promptly furnish HUECK, without a separate request being required, with the following information:
  - the VAT number, if any, or (if applicable) the personal tax exemption of the state of the European Union.

3.6 HUECK is entitled to request advance payment or security prior to performance or to rescind the contract in the event that the business partner refuses to accept the products with the purchase order or to make payment for the products.

3.7 The business partner may set off any amounts due to it against claims of HUECK only if the set-off is based on a current claim or a pending claim of a similar nature.

3.8 HUECK is entitled to take reasonable precautions regarding the payment of the invoices.

3.9 Payments by the business partner shall always be credited to the oldest amount due from the business partner. Payments by the business partner shall never be considered as a cancellation of any claims due to the business partner. The invoice date shall be the payment date for invoices for part deliveries, including invoices for part deliveries, shall be paid within 30 days of the invoice date. In either case, payment shall be made in the agreed currency, without any charges or deduction, by payment in cash, credit transfer (bank draft), or by credit transfer, the invoiced amounts shall be paid to the carrier, again subject to the aforementioned payment dates and periods. Any mode of payment differing from the above must be specifically agreed upon in writing.

3.10 The business partner shall be liable for all costs incurred in collecting the costs.

3.11 The business partner shall have no right of retention or any other right to refuse performance. The business partner may not set off any amounts due to it against claims of HUECK only if the claims of the business partner have not been challenged or have been awarded finally and absolutely.

3.12 In the event of default in payment as well as in case of doubts as to the solvency of the business partner, HUECK is entitled to declare any and all amounts outstanding under the contract or any other transaction due and payable to charge default interest on such sums in the amount of 1.25% per month plus VAT as from the respective due date. Furthermore, HUECK is entitled to request a payment in advance or security prior to performance or to rescind the contract in full or in part. Deliveries to other places shall be regarded as corresponding extra costs, but in any case to a handling charge of 1% of the net value of the goods supplied.

3.13 Notwithstanding any other rights due to HUECK in case of late acceptance of the merchandise, HUECK is entitled to demand delivery in the agreed quantities, with such release being in force to the extent and for the duration of the effects of the event of force majeure, and in such a case HUECK is entitled to rescind the contract in full or in part. The business partner does have not any corresponding claims for compensation for any costs incurred or losses due to such default. In case of late delivery by HUECK for any other reason, the business partner may rescind the contract. The same applies with respect to the present conditions. The provisions of HUECK regarding notice of termination, at all events, also apply in form, a grace period of six weeks. The grace period shall begin to run on the date of receipt of the notice of termination by HUECK. Any kind of claims over and above the right of rescission on the part of the buyer against the seller in case of non-performance due to a ground of rescission is excluded. In case of an overall contract, the specified delivery dates are not complied with only with regarding a part delivery the buyer is entitled, in agreement with the seller, or without, to rescind the contract in full or in part. The provisions regarding the present conditions shall be applicable to all parts of the contract. For production reasons, HUECK has the right to exceed/fall short of the order quantity by 10%. In case of orders for less than 5000 m², the tolerance shall be raised to up to 20%. This exclusion of any liability on its part. Any particular loading and shipping instructions given by the business partner shall be borne by the business partner. Minor defects shall not entitle the business partner to refuse acceptance of the products, irrespective of any rights under warranty due to the business partner.

4. Delivery

4.1 HUECK is authorized to make part or advance deliveries and charge them separately.

4.2 If the business partner has a claim regarding the delivery dates and periods mentioned by HUECK or regarding the packaging of the products, it shall be borne by the business partner. The business partner may demand a return of the products, irrespective of any rights under warranty due to the business partner.

4.3 Any permits, licenses and approvals of or by the public authorities or third parties that may be required for the execution of an order shall be procured by the business partner, who shall inform HUECK thereof and, if applicable, indemnify and hold HUECK harmless from and against any loss, damage, or claim sustained or raised in this respect. HUECK is not obligated to begin work before such permits, licenses and approvals have been granted in a legally effective manner.

4.4 The delivery period which shall only be regarded as an approximate date shall begin at the latest on the dates mentioned below:

a) Date of order confirmation;

b) Date of satisfaction of all technical, commercial and other conditions incumbent on the business partner (data, drawings, clarification of all details, provision of all printing documents, agreement to the working plans or models, etc.);

c) Date when HUECK receives a down-payment or security to be provided prior to delivery of the products.

4.5 Deliveries will be made ex works ("EXW" according to the INCOTERMS 2010).

4.6 In the case of pick-up of the products, the delivery date shall be the agreed date when the products are made available in HUECK’s works, otherwise the delivery date shall be the date when the products leave HUECK’s works.

4.7 In the event of late delivery by HUECK, the business partner may rescind the contract without prejudice to the rights due to the business partner.

5. Packaging, Shipment and Insurance

5.1 Packaging material will be considered security for the remaining balance due to HUECK. The packaging material will not be taken back. If the business partner requests any packaging different therefrom, such packaging will be provided against reimbursement of the respective costs.

5.2 The mode of shipment, shipper and shipping route will be determined by HUECK to the exclusion of any liability on its part. Any particular loading and shipping instructions given by the business partner shall be borne by the business partner, in particular in connection with carriage by specially secured transports, will be complied with at the risk and cost of the business partner.

5.3 Shipments with delivery to the premises of the business partner shall not include unloading or subsequent removal to a designated location on the premises of the business partner.

5.4 Freight charges, special costs in connection with carriage by specially secured transports, and the costs of insurance, if any, of the consignment taken out at the request of the business partner shall be borne by the business partner.

6. Passing of the Risk

6.1 The place of delivery shall be the works of HUECK. The risk of use and the risk of accidental loss or destruction or deterioration shall pass to the business partner upon provision of the products at HUECK’s works or, if carriage has been agreed upon, no later than the date when the products have been handed over to the carrier or when the products have been collected. In case of any default of the business partner, the risk shall be deemed to have been transferred to the business partner at the time when HUECK incurs damage,

6.2 The provisions on the place of performance and the passing of the risk shall not be affected by any separate agreements on quality assurance.

7. Storage

7.1 Any raw materials, semi-finished or finished products, other objects and documents that may be given to HUECK shall be stored at HUECK’s exclusively at the risk of the business partner. For the record it is stated that HUECK has purchased and maintains storage insurance covering the raw materials, semi-finished or finished products handled over against damage caused by natural forces. At the same time, HUECK will take efforts to comply to the greatest extent possible with any specific storage conditions specified by the business partner.

7.2 HUECK cannot be held liable for any damage to or loss of stored goods. HUECK accepts no liability towards loss in value or the damage covered by insurance and the insurer provides indemnity under the insurance against damage caused by natural forces. For the latter case, the insurer will be蹿腾, unless otherwise agreed upon, clause 10.2 of these Conditions of Sale/Delivery shall apply.

8. Retention of Title

8.1 Until full satisfaction of the obligations of the business partner (payment of the order sum plus interest, expenses, interest, storage, expenses, etc.) all the products supplied shall remain the property of HUECK. In current account transactions, the retained title will be considered security for the remaining balance due to HUECK.

8.2 The business partner may not sell, give or dispose of the products in the course of its ordinary conduct of business. Any other use or disposition of the products, including without limitation, any delivery or consignment of the products to third parties, or any storage at the business partner’s premises, or the storage of the products under another title shall be considered security for the remaining balance due to HUECK.

8.3 The business partner resells the products that are subject to retention of title to another purchaser, the business partner shall assign - and herewith assigns - to HUECK any and all payments resulting from the sale of the products, including any storage costs until the date when the products are picked up.

8.4 If the products are sold against cash, the business partner shall keep and safeguard the sales proceeds separately and promptly transfer such part of the proceeds to HUECK that corresponds to the outstanding invoiced amount.

8.5 If the business partner, having resold the products that are subject to retention of title while at the same time granting a deferral of the purchase price, the business partner may do so only if - concurrently with the resale - it notifies the purchaser of the assignment by way of security and records the assignment in its books and accounts. Furthermore, the business partner shall inform the purchaser by a written note on its corresponding invoices that the
9. Warranty

9.1 HUECK exclusively warrants that the sold products meet the agreed specifications at the date of delivery of the whole lot of products ordered by the business partner. HUECK assumes no warranty for characteristics not covered in the written specifications, or for any particular results achieved in treating or processing the products nor does HUECK warrant that the products are fit for any particular purpose. The warranty period for products is limited to six months from the date of delivery. The said period shall begin to run from the date of delivery as described in the defect detail and, if required, submitting valid documents and/or representations that the defect did not exist at the time of the delivery. The business partner shall bear any and all costs resulting from the handling or the removal of products and will not be able to assert any claim if HUECK cannot prove that the products are used on a stand-alone basis or in connection with other products.

9.2 The present warranty terms shall succeed with the business partner. Any printing or electronic documents that HUECK may furnish to the business partner shall be checked by the latter at his/her/its own responsibility. Purposes intended in it and the business partner shall confirm the suitability to HUECK in writing. HUECK does not assume any liability for any faults or defects overlooked by the business partner in such checks. Furthermore, the business partner shall bear any and all risks resulting from the handling or the removal of products and will not be able to assert any claim if HUECK cannot prove that the products are used on a stand-alone basis or in connection with other products.

9.3 If HUECK makes a product on the basis of construction or design information, drawings, plans, or similar devices of the business partner, then HUECK can only be held liable for damages as a result of defects if HUECK has grossly neglected to observe the specifications and instructions. In addition, HUECK does not give any warranty if the goods that are subject to retention of title are used for the performance of a contract for the sale of used objects. Furthermore, the business partner shall bear any and all risks resulting from the handling or the removal of products and will not be able to assert any claim if HUECK cannot prove that the products are used on a stand-alone basis or in connection with other products.

9.4 Warranty claims can only be raised if the business partner inspects the products within a reasonable period, but no later than 14 work days from receipt thereof, and notifies HUECK of any defects (including those deriving from third parties). The said period shall begin to run from the date of delivery as described in the defect detail and, if required, submitting valid documents and/or representations that the defect did not exist at the time of the delivery. The business partner shall bear any and all costs resulting from the handling or the removal of products and will not be able to assert any claim if HUECK cannot prove that the products are used on a stand-alone basis or in connection with other products.

9.5 All warranty claims shall become statute-barred within six months, unless mandatory statutory provisions provide for longer periods.

9.6 If notice of defect/non-conformity is not given within the warranty period, any and all claims for damages under warranty shall be excluded.

9.7 No warranty claim can be raised if the defect/non-conformity is due to improper handling, storage, or transportation.

9.8 If a product has been proved to be defect-free/non-conforming, and if notice of defect/non-conformity has been given within due time, such products shall - at HUECK’s option - be replaced or repaired or, at HUECK’s option, the purchase price shall be reduced. The said period shall begin to run from the date of delivery as described in the defect detail and, if required, submitting valid documents and/or representations that the defect did not exist at the time of the delivery. The business partner shall bear any and all costs resulting from the handling or the removal of products and will not be able to assert any claim if HUECK cannot prove that the products are used on a stand-alone basis or in connection with other products.

9.9 Any incidental costs that may arise in connection with the remedying of defects shall be borne by the business partner, unless HUECK has grossly neglected to observe the specifications and instructions, in which case such costs shall be borne by HUECK. If the total damage exceeds such maximum limit, the individual damaged party’s claim to compensation shall be reduced on a proportionate basis. Such limitation shall be reduced on a pro-rata value added. The business partner shall keep and maintain the resulting proceeds. Any and all such excesses and interest hereunder assigned to HUECK on a pro-rata basis amounts due to the business partner from the sale of such products.

9.10 Any product returns shall be subject to the explicit written approval of HUECK and shall be returned guarded by the business partner.

9.11 No notice of defect/non-conformity can be given for trial shipments or deliveries of samples.

8.7 The business partner is obligated to give HUECK all the necessary information, such as the characteristics of the materials as well as the required tools available to HUECK free of charge.

8.8 If the HUECK products are treated, processed, mixed or combined with any materials of third parties, the business partner represents that the use thereof does not infringe upon domestic or foreign rights (copyrights, rights under patents, trademarks or designs, etc.) of third parties. If the HUECK products are treated, processed, mixed or combined with any materials of third parties, the business partner shall advise HUECK thereof without delay and shall bear any and all costs of registering said Devices only for its own personal use. The business partner may not make the Devices available to any third party in whatever form or use them in any other form (in particular, for registering industrial or intellectual property rights, patents, etc.), except with the express written approval of HUECK. There shall be no right of retention regarding such Devices. Furthermore, the extent of the obligations under warranty shall only be limited to the extent that the business partner represents that the use thereof does not infringe upon domestic or foreign rights (copyrights, rights under patents, trademarks or designs, etc.) of third parties. The business partner shall indemnify and hold HUECK harmless from any and all claims and damages that are caused or should arise if the business partner shall indemnify and hold HUECK harmless from any and all losses, claims, damages, and other liabilities, including and without limitation, any and all liabilities resulting from any and all claims for damages under warranty. Any and all claims under warranty are limited to the price paid by the business partner for the said goods.

8.6 If the goods that are subject to retention of title are used for the performance of a contract for the sale of used objects, the business partner’s payment obligation for the goods that are subject to retention of title can only be satisfied if payment in the amount of the invoiced value of the said goods is made to HUECK. In such case, the business partner acknowledges that HUECK’s material must be stored at temperatures defined in sec. 1313 a of the General Civil Code. Instructions, the business partner undertakes to indemnify and hold HUECK harmless from any and all claims and damages that are caused or should arise if the business partner shall indemnify and hold HUECK harmless from any and all losses, claims, damages, and other liabilities, including and without limitation, any and all liabilities resulting from any and all claims for damages under warranty. Any and all claims under warranty are limited to the price paid by the business partner for the said goods.

12.1 The business partner shall not make representations or warranties in the performance of Table 1 of the conditions, instructions for use, product specifications and other product declarations, etc. Any and all such orders made by the business partner shall be governed by the Austrian Commercial Code (UrgeschG) and the Austrian Commercial Code (UrgeschG).

12.2 Clause 11.1 shall apply mutatis mutandis to any knowledge, data and information mutually exchanged between HUECK and the business partner for the purpose of signing and concluding the contract on the basis of these Conditions of Sale/Delivery. Furthermore, the business partner shall bear by HUECK no later than one year after complete performance of the contract.

12.3 In particular, HUECK has the right to employ HUECK FOLIEN Vertrieb & Service GmbH, with its registered office in 92673 Weiden, Germany, as its authorized agent and broker. The law governing, and the place of jurisdiction for, the entire legal relationship (including all contracts and issues of power of attorney) between HUECK, the aforementioned third party and the business partner shall be those set forth in clauses 14.2 and 14.3 hereof.

13. Miscellaneous

13.1 Written notices will be deemed received by the business partner if sent to the address most recently communicated in writing to HUECK.

13.2 If the products are used and/or resold, the business partner is obligated to observe any and all statutory provisions and all and all stipulations imposed by the public authorities.

13.3 Certain foreign-language legal or commercial documents required by the business partner to meet for its supplies and services have to be communicated to HUECK at latest when the order is placed.

13.4 If any provision of the contract or of these Conditions of Sale/Delivery is invalid, the effect of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by the provision that is closest in terms of the objective and purpose and in terms of economic efficiency.

13.5 Unless explicitly agreed upon otherwise, the interpretation of the trade terms used shall be governed by INCOTERMS, as amended from time to time, of the International Chamber of Commerce in Paris.

13.6 Any oral agreement to, modification of or amendment to the respective contract shall only be valid if confirmed in writing. Any waiver of any of these Conditions of Sale/Delivery and such Devices only for its own personal use. The business partner may not make the Devices available to any third party in whatever form or use them in any other form (in particular, for registering industrial or intellectual property rights, patents, etc.), except with the express written approval of HUECK. There shall be no right of retention regarding such Devices. Furthermore, the extent of the obligations under warranty shall only be limited to the extent that the business partner represents that the use thereof does not infringe upon domestic or foreign rights (copyrights, rights under patents, trademarks or designs, etc.) of third parties. The business partner shall indemnify and hold HUECK harmless from any and all claims and damages that are caused or should arise if the business partner shall indemnify and hold HUECK harmless from any and all losses, claims, damages, and other liabilities, including and without limitation, any and all liabilities resulting from any and all claims for damages under warranty. Any and all claims under warranty are limited to the price paid by the business partner for the said goods.

14.2 These Conditions of Sale/Delivery and the legal relationship between the business partner and HUECK shall be governed by the Austrian Commercial Code (UrgeschG) and the Austrian Commercial Code (UrgeschG), unless the German version shall be used for the provisions of the "Österreichisches Internationales Privatrechtsgesetz" or "IPRG" (Conflict-of-Laws Act) regarding matters to a foreign jurisdiction or other conflict-of-laws rules if the business partner has its place of business in Austria or in a country that is not a member of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (CISG). If the place of business in Austria or in a country that is not a member of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (CISG), the applicable law shall apply to the legal relationship between the contracting parties. The same shall apply in the event of any discrepancies between a foreign-language version and a German version of a contract.

14.3 Any and all disputes arising under or in connection with the business relationship shall be finally settled under the Rules of Arbitration and Conciliation of the Austrian Federal Economic Chamber ("Österreichische Einkaufsgemeinschaft", AEG), as it may be amended from time to time, and shall apply to the subject matters in accordance with the AEG Arbitration Rules. The place of arbitration shall be Vienna. The language used in the arbitration proceedings shall be either German or English, as agreed in writing.

14.4 The place of performance and of jurisdiction is the location of HUECK in St. Pölten, Austria, even if delivery is made at a different place according to agreement.

14.5 The place of performance and of jurisdiction is the location of HUECK in St. Pölten, Austria, even if delivery is made at a different place according to agreement.

14.6 The place of performance and of jurisdiction is the location of HUECK in St. Pölten, Austria, even if delivery is made at a different place according to agreement.