

stay connected

General Terms of Delivery

Contracting parties in business, in particular with respect to our online shop, are exclusively natural or legal persons or an incorporated partnership that conduct legal transactions while carrying out their commercial or independent professional activity (merchant in the sense of § 1 KSchG (Jaustian Consumer Protection Act)).

1. General Terms of Delivery

1.1. The following General Terms of Delivery apply exclusively for the legal relationship between Murrelektronik GmbH, represented by the managing director Andreas Chromy, with business address at Concorde Business Park D2/11, A-2320 Schwechat, Austria, Email: info@murrelektronikat, Tel. +43 f 7 06 45 25-0, 16 Exert after also referred to as: deliveries). Conflicting or deviation of the Buyer in connection with the deliveries and/or performances of the Supplier (herein after also referred to as: deliveries). Conflicting or deviation or conditions of the Buyer shall not apply and they are not brinding for the Supplier, unless the Supplier and with the Supplier and the Suppli

of defence to 1.

1.3. Subsidiary agreements and guarantees, as well as modifications and amendments of an agreement concluded in writing or by telex, shall

1.3. Subsidiary agreements and guarantees, as well as modifications and amendments of an agreement concuous or winting or to yeuex, small that provision in these General Terms of Delivery be invalid, this shall not affect the validity of all other provisions of this present contract. The parties undertake to replace such invalid clause by a valid clause which proves to be in economic terms as close as legally possible to the previous provision.
2. Offer and Order Confirmation
2.1. Offers are subject to change and shall only be mandatory if containing a period of acceptance. Orders shall require written confirmation
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2.1. Offers and order documentation pertaining to the offers shall be returned immediately upon request, if the order has not been conferred.
2.3. Offer and Order Confirmation in the Online Shop With the presentation and advertisement of articles in the online shop of Mutrelektronik orders in the order in the order shop by clicking both of voter now', the user/Buyer places a legally binding order. The Supplier will immediately confirm the receipt of the order placed in the online shop www.mall This manual froans or the receipt. A for except and the receipt in the order placed in the order placed in the receipt. by email. This email does not yet represent a binding acceptance of the order, unless the acceptance is declared in addition to the receip contract shall only be concluded, when the order is accepted by the Supplier, either by a declaration of acceptance or by delivering the order

contract shall only be concluded, when the order is accepted by the Supplier, either by a declaration of acceptance or by delivering the ordered articles.

3. Scape of Deliveries and Services

3. The Supplier's written order confirmation is bringly for the extent of the delivery, for purchases with the ordine shop in accordance with a supplier's written confirmation, the Supplier's offer is applicable. Any and all card agreements a design agreement of modifications. With Supplier's employees require written confirmation from the Supplier to be considered effective. The Supplier's right to technically modify the article of sale is reserved, as long as such modifications do not affect its technical function.

3.2. The Supplier's descriptions of technical features and configurations in the catalog or the online shop are authoritative according to the current version of the order date for the technical and all other properties of the ordered and delivered goods. This shall not obtained the current version of the order date for the technical and all other properties of the ordered and delivered goods. This shall not be bringly to special products asside from the regular delivery program, unless the technical specifications are accordingly specified in the order and confirmed in the Supplier Incidentally, specifications in brochures, online shop, catalogs or general technical documents shall obe binding if the Supplier has made reference to them in writing. If and insofar as an ofter refers to weight, stated dimensions or similar specifications, (for example images and drawings, also in the online shop) they are not to be considered as one hundred percent precises within ternework.

3.3. Provided software is part of the scope of services, the Buyer obtains a non-exclusive right to use the software on the basis of the manual.

3.4. Provided software is for use on the agreed hardware only. Using the software on more than one system is only permitted with written consent. The included software shall not be modified with

to read or download on the Supplier's weosite for tree.

4.1 Unless otherwise agreed the prices are stated in (6) Euros. They include ex works (EXW Incoterms 2010), excluding packing, transport, 14.1 Unless otherwise agreed the prices are stated in (6) Euros. They include ex works (EXW Incoterms 2010), excluding packing, transport, insurance, customs tax and unleading. Surcharges for raw materials, such as copper or alloy, are charged additionally. The amount for shipping costs, consisting of two components: packing charges and freight charges, are indicated in the price details of our online shop.

4.2. Value Adder Tax (VAT) is not included in the prices; the legally rescribed rate on the date of invoicing shall be indicated separately in

shipping costs, consuming or two Components, practing unique sources and any analysis of the invoicing shall be indicated separately in the invoice.

4.2 Value Added Tax (VAT) is not included in the prices; the legally prescribed rate on the date of invoicing shall be indicated separately in the invoice.

4.3 Disconded the control of the control of

arter the conclusion of contract, the supplier May suspend seleveries or other contractural performances, is minutaneously giving notice to the Buyer, and requiring payment in advance, bank givarantee or security deposit for providing an otherwise given adequate guarantee for further and the payment of the contract and first delivery; the parties commit to negotiate a solution.

4.9. In foreign business transactions, this right of suspension also applies in cases of currency fluctuations to the disadvantage of Supplier of at least 10% with the relevant period being between the conclusion of the contract and first delivery; the parties commit to negotiate a solution.

4.10. The Buyer shall be entitled to retain payments for alleged defects only if the Supplier has acknowledged the defect as justified.

5.1 The compliance to a deadline for Suppliers shall pre-suppose the prompt receipt of all documents provided by the Buyer, necessary authorizations and releases, especially of plans, as well as compliance to the agreed terms of payment and other commitments by the Buyer. If these requirements are not complied to within good time, the parties shall agree that such deadlines are extended in the corresponding extent. This does not apply, when the Supplier is responsible for the delay. The stated delivery times are subject to the condition that the delivery date. The delivery time will be extended by a reasonable period. If non-observance of the deadlines is caused by an act of Soci, for example mobilization, war, rich, actual caused and the condition of the condition shall be considered as observed if the operative consignment has been forwarded for dispatch or picked up within the deadline. Provided the delivery is delayed for reasons caused by the Buyer, the parties agree that the notice of readiness for dispatch shall be considered sufficient. Partial subjects to the supplier in your developed provided the delivery is delayed for reasons caused by the Buyer, the parties agree that the notice of readiness for disp

Supplier: Such grace period shall be reasonable and reason to the Abasing of the Risk; Packaging
6.1. Provided the parties have not agreed otherwise, benefit and risk shall pass to the Buyer from the shipment of the goods ex works EXW according to 2010 Incoterms at the latest. Provided that Supplier has taken on the consignment of goods, manner and way of delivery is at

his own discretion.

2. The time of acceptance or, if agreed accordingly, the setup time is applicable if the delivery includes installation or assembly. If acceptance is required, it is applicable for the passing of the risk. It has to be carried out immediately at the acceptance date, in the alternative after the Supplier reported readiness of acceptance. The Buyer shall not refuse acceptance in case of a minor defect.

3.3. Delivered objects have to be accepted—even in case of minor or defects — by the Buyer, notwithstanding the rights according to § 9 (Period

packaging deemed suitable at its own usurfund. Any separation and fire damage at the request and cost of the Buyer. This shall also apply if the Delivery may be insured against breakage, transportation and fire damage at the request and cost of the Buyer. This shall also apply if the parties agree to freight paid delivery. Provided such insurance has been concluded, the Supplier shall be informed immediately of any transportation damage.

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8. Warranty

8.1 if the products delivered by the Supplier prove to be defective because they are not of the agreed condition, or because they are not usable for the agreed or intended purpose and prove to be useless or substantially limited in their usefulness within 12 months after setup because of circumstances arisen before the passing of the risk, the Supplier shall either remedy the parts concerned, or deliver new parts at his own discretion. Asserting a warranty claim requires that the Buyer notify the Supplier of the defect immediately after responsible from the requires that the Supplier of the defect immediately after responsible from the supplier the requires that the Supplier of the defect themselves or through third parties and ask for reimbursement of reasonable and necessary expenses if there is an emergency due to immediately after the Supplier immediately of the Supplier immediately of the Supplier immediately of the Supplier immediately.

immediately.

8.3. If and insofar as a complaint proves justified and timely according Section 8.1., the Supplier bears the direct costs for repair or replacement. The costs of the replacement part will be borne by the Supplier, including domestic shipping or free-al-frontier, and including reasonable costs of removal and reassembly. If and insofar as reasonable under the circumstances, Buyer may also claim reimbursement for reducing provision of fitters and auxiliary personnel. Such costs are reimbursed to the extent that they are incurred domestically. All other costs are to be borne by the Buyer.

8.4. If there is only a minor defect, the Buyer may only claim a reduction of the purchase price is excluded.

8.4. If there is only a minor defect, the Buyer may only claim a reduction of the purchase price.
8.5.If the fix falls and the Buyer validly rescrids the contract, the Supplier takes back the article of sale in return for the purchase price deducting a compensation for actual possible use.
8.6. The liability of the Supplier does not relate to natural wear and tear, nor to damage caused after the passing of benefits and risks by incorrect or negligent handing, by the use of the delivered objects or by the operation of installation arising from conditions that are not presumed in accordance with the agreement. Warranty claims shall not exist on damages caused after the passing of benefits and risks by incorrect or negligent handing, by the use of the delivered objects or by the operation of installation arising from conditions that are not presumed in accordance with the agreement. Warranty claims shall not exist on damages caused after the passing of benefits and risks by incording the control of the Buyer, or unsufficient objection of the delivered object.

8.7. The Supplier shall not be art additional expenditure, particularly transportation, travel, labor and material costs, which arise from the fact that the article of sale has subsequently been taken to another place other than the Buyer's location or the original place of destination, unless such as the supplier of the supplier incorrect the Buyer socionity.

8.0. In minute of the Buyer shall be committed to undertake any possible and reasonable measures to keep the efforts for the purpose of reonly. The Buyer shall be committed to return defective products to the Supplier or dispose according to the Supplier's choice, or to keep available for inspection and test.

9. Period of Warranty
The period of warranty shall be 12 months, unless compelled by law to be longer. Such period of time shall start from the date of passing of the risk. After discretion of Supplier, the defective product can be replaced after a warranty period within 12 months, lates 124 months, after passing of the risk provided that the defective product to exchange is not found heavily worn and the Buyer agrees to bear all transport costs loved trent be formed.

Period of Warranty
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10 Defects in Title
10.1 in the event that the sup of the delivened strick leads to a victation of hardward institution and inclusial property in give a copyrighted to the period of the period strick leads to a victation of hardward institution of neutral reports of the period of further special property of the period of turburs application. Provided this cannot be resided under economically provided the Buyer with the possibility of the right of further shall be entitled to withdraw from the agreement. Moreover, the Supplier shall release the Buyer from undisputed or legally established claims from the date properties.

10 The Buyer immediately informs the Supplier of the vicinities of the solid claims from the party properties.

11 Design the properties are supplied to the period of the peri

securities exceed the claims to be secured by more than 10 (ten) per cent; the choice of securities to be released shall be incument upon the Supplier.

15. Confidentiality, Industrial Property Rights

15. The Supplier reserves all property rights and copyrights and any other commercial property rights as well as his knowledge regarding all documents, drawings, plans, manuals, technical descriptions, costs estimates and other tangible, intangible or the incurrence of the commercial property rights as well as his knowledge regarding all documents, drawings, plans, manuals, technical descriptions, costs estimates and other tangible, intangible or their durants from the commercial property, available to third parties (not even upon request), nor be publisheds. The same applies to any manufacturing, research, and trade secrets of the Supplier the Buyer has access to or 152. The Buyer acknowledges and plaent rights, copyright and other commercial property rights of the Supplier. As or periodic manufacturing, research, and trade secrets of the Supplier the Buyer has access to or 152. The Buyer acknowledges and plaent rights, copyright and other commercial property rights of the Supplier. As or secret and a secretary provided, threspective of whether such rights are governed by Austrian or applicable foreign law. This protection also extends to any copies of any software provided. Sub-licensing to third parties is not permistable without written consent from the Supplier.

15.3. Any reproduction of any objects such as components or parts delivered by the Supplier is not permited. Section 15.3. shall apply accordingly.

15.4. These obligations only cases if and insofar as any such data can be shown and proven to have already been in the Buyer's possession prior to Supplier's transmission, or to which the Buyer was given access by a duly authorized third party independent from the present and public, independent from the sales and delivery processes without the Buyer's possession from the propriets of the Supplier than

society. This applies for the Supplier treitseries as the supplier to respect the policy of the UN Initiative Global Compact (Davos, 01/99).

17. Privage.

All data of the Buyer are principally treated confidentially. The Buyer is advised that the Supplier files the contract data in a machine-readable form solely in the scope of the purpose of contract.

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18. Environment

During the performance of a contract, the Buyer and the Supplier shall use the required resources (in particular material, energy and water) effectively to minimize the environmental impact (in particular regarding waste, waste water, air and noise pollution). This also applies to the means for logistics and transport.

19. Place of Performance and Jurisdiction

19.1. The Supplier's headquarters is the place of performance for deliveries and for services.

19.2. All written communication to the Supplier, provided for in these General Terms of Delivery, shall be sent directly to the Supplier's headquarters in Schwechat, Austria.

headquarters in Schwechat, Austria.
19.3. For all disputes arising out of the contractual relationship between the parties, the place of jurisdiction is the court competent for Vienna, Austria. The Supplier is also entitled to go to court at the Buyer's headquarters.

Addates in Coupling 100 Applicable Law
Austrian material law applies for legal relationships in connection with this agreement. Date: January 2015 see www.murrelektronik.at.