



§ 1 GENERAL

1. All our – also future - deliveries and services are subject to the following General Terms and Conditions of Delivery and Service.
2. Herewith the inclusion of the customer's own terms and conditions is rejected also for future business.
3. Deviations from these conditions require for every business our prior written approval of the validity.

§ 2 CONCLUSION OF CONTRACT, PRICES, INVOICES, PAYMENT

1. Our offers are subject to change until our confirmation in writing.
2. Cost estimates are non-binding, unless otherwise agreed in writing.
3. The contract will be concluded, with the content specified in our offer, by our written confirmation of order. Granted offers, information, recommendations, advices and commitments on our part apply only subject to our written confirmation.
4. In case of absence of a written confirmation the contract shall be deemed to be concluded with the unopposed receipt of the goods or performance of the service to the customer in accordance with the invoice issued by us.
5. Special services beyond the agreement will be charged additionally.
6. Our prices are quoted net, plus freight, packing, incidental costs and the respective statutory value-added tax. Shipping and packing costs will be charged separately.
7. If prices have not been stipulated in writing to be fixed prices our prices are valid for agreed delivery and service times of up to four month and for deliveries/services within four month. This regulation also applies for separately agreed call-up and blanket orders if the request occurs later than four month after the conclusion of the contract. After the expiration of four month we are entitled to invoice using the list prices prevailing on the day of delivery. The offered price for imported goods is subject to the current Customs Tariff. In the event of a reassessment of the Customs Tariff we reserve the right to adjust already announced prices by taking into account the changed Customs Tariff.
8. Our invoices – unless otherwise agreed in writing – are payable without any deduction within 20 days.



9. We reserve the right to make deliveries of goods dependent on prepayment or other guarantee of payment or to deliver goods only as cash on delivery in case of first-time orders from customers and/or a credit check has not been completed. We also reserve these rights in case that the customer was or is (dunning level) in delay with prior payments or has exceeded his current credit limit. If the customer in these cases does not accept cash on delivery or prepayment we are entitled to otherwise dispose of the goods without prejudice to our other contractual rights and furthermore we are entitled to invoice the customer the resulting difference between the agreed sales price and the price obtained out of a distress sale.

§ 3 DELIVERY, PERFORMANCE, PACKAGING

1. We are entitled to partial shipments and partial performances.
2. In case of third party deals (i.e. deliveries that do not come in contact with our department/business), delivery dates are considered as kept, if the goods leave our premises in time to reach the consignee's premises on schedule.
3. Place of performance for all deliveries, also freight-free deliveries, is the respective loading station.
4. Risk is transferred to the purchaser with acceptance for loading into the means of transportation; in the case of collection by the purchaser with availability for loading.
5. The takeover of the goods by the carrier or haulier shall be regarded as proof for the quantity, correct packaging and loading.
6. Shipment can be effected from foreign manufacturers – or suppliers.
7. In the absence of specific instructions we determine, as representatives of the customer, the mode and route of transport.
8. We will provide insurances only upon the instruction and at the expense of the customer.
9. Agreements relating to delivery dates and periods shall be deemed approximate, unless the dates are agreed explicitly as fixed dates in written form and there is no disruption according to the following §4.
10. Insofar as our employees (e.g. the driver) assist in unloading or storage they act at the risk of the customer and not as our fulfilment support.
11. Customers may return packaging to us in a clean and recyclable or disposable condition, at the customer's expense.



§ 4 FORCE MAJEURE AND OTHER UNAVOIDABLE EVENTS

Force majeure (e.g. public disorders and similar), interruption of operations without fault (e.g. strikes, lockouts etc.) and other circumstances which are beyond our responsibility (such as defective, delayed or omitted self-delivery, traffic blocks, significant increase in raw material cost, cancellations of production or bankruptcy of the supplier, etc.) as well as all events independent of our will which affect us or our preliminary supplier (e.g. due to changes in statutory or official import regulations) entitle us to cancel or delay part or all of the delivery for the extent and duration of the obstruction. In these cases we are entitled to deliver with appropriate delay including reasonable starting time or to withdraw from the contract.

§ 5 DEFAULT OF THE DEBTOR, OFFSETTING, RIGHT OF RETENTION, ASSIGNMENT

1. From the time of default standard bank interest charges plus any other default damage (e.g. dunning costs and similar) will be invoiced.
2. Offsetting by the customer is excluded, unless the counter claim has been acknowledged by us or declared final and absolute.
3. The customer shall only be entitled to a right of retention, due to claims from the same contractual relationship. The right to refuse performance or the right of retention against our claims is excluded for traders.
4. The assignment of claims shall require our prior written approval.

§ 6 RESERVATION OF TITLE, SECURITIES

1. We reserve title to all goods delivered by us (retained goods) until the full payment of the purchase price, including other claims from this legal transaction, irrespective of their legal grounds. This applies to the acceptance of bills of exchange/cheques until their encashment. With open accounts, the retained goods are considered as security for our balance claim.
2. The customer shall adequately insure our retained goods against the usual risks, store them separately or mark them clearly. Insurance claims resulting from a case of damage are already now assigned to us in the amount of the value of the retained goods. Resale and use as well as processing, combination and mixing may only be carried out in regular business dealings and only as long as the customer fulfils its payment obligations and we have not revoked this authorisation. It is not allowed to pledge these goods or to transfer ownership by way of security. The taking back of retained goods shall only be considered as withdrawal if the customer has been informed accordingly.



3. If our retained goods are processed, mixed, combined or used, the customer already transfers us his (partial) property rights on the newly purchased good (backup property) according to percentage value (invoice value) in order to secure our claims, accompanied by the simultaneous agreement to store the good for us free of any charge. The customer assigns already now to us all claims from the processing, mixing, use or disposal of our retained goods or the ownership by way of security which replaces the retained goods in the amount of the residual purchase price claim plus 20% with all the subsidiary rights for securing our claims. If goods are sold, for which we have co-ownership, the assignment is limited on the first priority part of the claim, which corresponds to our co-ownership share.
4. The customer is obliged to demonstrate his claims against a third party resale individually on our request and to announce the assignment to the third party purchasing the goods together with an invitation to pay the due amount to us. We shall be entitled at any time to inform subsequent purchasers ourselves of the assignment, and to collect any claims against these. The customer does not have the right to conduct any other assignment. He is entitled to collect the claims himself as long as he is able to pay his financial obligations, also against third parties and we have not revoked this authority. The customer is obligated to note the assignment of claims in his business records. We shall be entitled at any time to demand a proof of the customer that the assignment is entered in the business records.
5. The customer must inform us immediately in writing of any seizure or any other interventions by third parties which affect our property or rights by indicating name and address of the judgment creditor. The costs of possible interventions on our part against the judgment creditors shall be borne by the customer.
6. In the case of non-compliance of the customer's obligations defined in the paragraphs 2 and 5, we have the right - irrespective of other rights- to withdraw from the contract.
7. The agreed reservation of title regarding the delivered goods applies to business people as long as the customer has settled the claims against him of all companies with which we have a group affiliation or a participation relationship. These companies include in particular the companies listed in § 11 paragraph 6 as well as their Group companies.
8. We are entitled to claim securities for the proper fulfilment of the customer's liabilities in a sufficient amount and a form matching our requirements.
9. If the value of the securities existing for us according to the previous paragraphs exceeds the secured claims by more than 20%, we will accordingly release or arrange the release of securities at our choice upon demand by the customer



§ 7 DEFAULT OF ACCEPTANCE

1. If the customer refuses to take delivery after a reasonable extension of time or, before this time has elapsed, expressly declares his explicit intent not to accept, we are entitled to withdraw from the contract or claim damages due to non-fulfilment in accordance with the following paragraphs 2 and 3.
2. In case of default of acceptance we are entitled to claim damages due to non-fulfilment in the amount of 25% of the order value without deductions, as far as the customer does not provide evidence that the loss has not been incurred at all or not in the amount of the lump sum.
3. In addition we reserve the right to prove that a higher loss has arisen. That includes regularly transport costs for delivery failure.

§ 8 DETERIORATION OF THE PAYMENT RELATIONSHIPS, WITHDRAWAL

1. We have the right to withdraw from the contract if the customer has provided incorrect or incomplete information regarding his creditworthiness or if he stops his payments or the insolvency proceedings or bankruptcy proceedings have been applied for his property, unless the customer pays in advance without delay. Alternatively, we are entitled to demand payment of all claims not yet due or which have been deferred, to cancel additional deliveries up to the fulfilment of all our claims and to demand cash in advance or to deliver as cash on delivery.
2. We do however reserve the right to demand cash in advance or other guarantees of payment instead of withdrawing from the customer.
3. We furthermore reserve the right to withdraw from the contract if the goods or service within on demand or blanket orders will not be called within the agreed term (max. 1 year starting from the date of the order confirmation).

§ 9 WITHDRAWAL

In case of withdrawal by us or the customer the following shall apply:

1. Goods may only be returned with our prior consent which we give by providing an assigned return number. The return request signed by us and a detailed fault description have to be enclosed with the return consignments.
2. For all return consignments the risk shall not pass to us until proper acceptance of the goods in our warehouse.
3. In case of a withdrawal from the contract and the retraction of goods delivered by us we shall have the right to full compensation of expenditures effected as a result of the conclusion of the contract, such as transport and packing costs.



§ 10 NOTIFICATION OF DEFECTS, WARRANTY AND LIABILITY

1. The customer shall inspect the goods and packaging immediately upon delivery and respectively examine the service.
2. The customer is obliged to give notice about all obvious defects, shortages or wrong deliveries, and the buyer who is merchant, has to indicate all recognizable defects, shortages or wrong deliveries within 5 working days from its delivery, but in any case immediately after acceptance or before resell, process, connection, mixture or use, in writing with concrete reference to the relevant delivery/invoice and delivery note. The customer shall report hidden defects in writing immediately after their discovery – at the latest within six month from delivery; merchants have this right only within 4 weeks from delivery or acceptance of the goods. If the customer does not fulfil the above obligations the goods or services shall be deemed approved. If a defect is detected the working and processing must be stopped immediately.
3. In case of timely and justified notification of defects or defective service we will, at our expense and option, repair or supply a replacement delivery excluding other warranty claims. If the rectification of defects or replacement delivery is unsuccessful the customer can demand at his option reduction in the price (diminution) or cancellation of the contract (rescission). Our measures for reduction of damage shall not be considered as recognition of defects.
4. All products delivered by us consist of components which are manufactured by third parties. We use the performance data about the components (e.g. processors) supplied by the respective manufacturer. Within the scope of commercial practice especially technical data about the quality of goods are non-binding outline data. Only those features which are expressly specified as being guaranteed shall be guaranteed.
5. The warranty of transactions between u::Lux GmbH and end-customers is 24 month, for business customers 6 month.
6. Warranty claims relative to electronic and electromechanical components expire in case of mounting, alteration to the goods of any kind, misapplication regarding their technical designation and return with unprofessional packaging. Our warranty shall further expire completely in case of changes to our software or firmware. The provided software products can be used at your own risk; there is no warranty for damages and/or consequential damages. No warranty shall be accepted for the usability of the goods or the service for the purpose intended by the customer. Furthermore we do not guarantee that dispositions of the goods or their use are not impeded or will not be impeded by statutory regulations (e.g. embargo regulations or export regulations).



7. With the exception of claims for damages because of those under the Product Liability Law all claims for damages of the customer shall be excluded (e.g. delay, impossibility, negligence in concluding the contract, warranty, positive breach of contract, tortious, defects and their consequential damages), unless they are based on intention or gross negligence on our part or fulfilment supports. The above mentioned liability restrictions shall also apply to the benefit of our legal representatives, executives and performing and vicarious agents. Further we are not liable for loss of profit as well as for loss of recorded data and resulting consequential damages.

§ 11 EXPORT CONTROL

All products delivered by us are intended to remain in the country of delivery agreed with the customer. The customer is aware that the re-export of products is subject to the international trade law of the Republic of Austria or respectively the country of origin, possibly an authorisation is required. The customer shall be obliged to inform himself in detail about these provisions and to possibly apply for relevant authorisations. Furthermore, the customer is obliged to impose the same obligation upon all recipients of such products or technical information procured from us and to notify them of the need to comply with these legal provisions.

§ 12 DATA PROTECTION

We point out that we save incidental personal data in the course of our business relationships. u::Lux GmbH, however, obligates itself not to transfer the data to a third party. This excludes the transfer to vicarious agents of the u::Lux GmbH.

§ 13 OTHER

The place of performance for all services under this contract is 5020 Salzburg. For all disputes arising from this contract, according to § 104 JN - with the exception of consumers - the jurisdiction of the relevant ordinary court of the provincial capital Salzburg is expressly agreed. Verbal collateral agreements do not exist. Written form applies, even if you wish to deviate from this principle. The application of Austrian law – excluding the reference standards of international private law (e.g. IPRG, Rome I-VO) and the UN Sales Convention – is expressly agreed between the contracting parties. This choice of law applies to consumers only insofar as it does not restrict any mandatory statutory provisions of the state in which they have their place of residence or habitual residence. All legal terms with the customer shall be governed exclusively by Austrian law under exclusion of the UN Sales Convention. In the event of legal invalidity of individual provisions of the General Terms and Conditions of business and delivery, the other provisions and contracts based on these Terms and Conditions remain valid. The invalid provision shall be replaced by a valid one corresponding as closely as possible to it in purpose and intention.

General Terms and Conditions of u::Lux GmbH



§ 14 SEVERABILITY CLAUSE

Should a regulation of these General Terms and Conditions be invalid, the validity of the General Terms and Conditions shall not be affected thereby. In this case the contracting parties are obligated to replace any possible invalid provision by a mutually beneficial and effective regulation coming closest to the economic purpose of the invalid provision.

General Terms and Conditions of **u::Lux GmbH**



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VERSION MANAGEMENT

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1.00	10.11.2002	KH	Creation of the document
1.01	18.12.2012	AK	Formatting changes
1.02	15.04.2013	THSI	Additions regarding software/firmware
1.03	06.07.2022	CB	Adjustments § 13