

Warranty and Liability

1. On account of the special properties of the products and the danger of causing damage the buyer undertakes to test / check the quantity, quality and the warranted properties of the products without delay - in any case before using the products. All noticeable deficiencies, wrong quantities or wrong deliveries have to be notified to the seller in written form and within 10 days after the delivery - in any case before using the products.

Other obligations according to §§ 377, 378 HGB (commercial law) or the UN purchasing law are not affected by this regulation. Differences resulting from varying production conditions in the range of the tolerances that are usual in the industry concerned do not constitute a deficiency. Any neglecting of the checking and notification obligations will result in the complete loss of all warranty and liability claims of the buyer.

2. The buyer undertakes to give robotmech Stössl GmbH the opportunity to determine the noticed deficiency on the location of the buyer or to pass the object to be rejected or a sample thereof to robotmech Stössl GmbH. For transport damage or damage by breakage the goods must be left in the condition under which the deficiency was noticed. Ignoring this obligation will result in the loss of warranty.
3. robotmech Stössl does not accept any liability for damage, which results from unsuitable, noncompliant or improper use, wrong mounting, which was not carried out by robotmech Stössl GmbH, wrong start-up, wrong exchange or repair, wrong or careless treatment or natural wear and tear.
4. The order and use of the products is under the exclusive control of the buyer. The selection of the delivered goods is exclusively based on the specific wishes of the buyer. Checking the goods and the application for necessary official admissions is in the sole responsibility of the buyer.
5. When legitimate complaints are raised, robotmech Stössl GmbH will choose between repairing the deficient goods and compensation delivery.
6. Special properties can only be considered warranted properties, if the warranty was given in written form.
7. robotmech Stössl GmbH is only liable for immediate and direct damage resulting from a proven failure under the legal title of indemnity or according to other standards, for example, the PHG, whereby this liability is limited to damage done intentionally or lack of due care. Any liability for consequential damage or indirect or mediate damage is completely excluded. In all cases the liability is limited to the foreseeable damage at the conclusion of the contract. In the case of neglecting an obligation the liability of robotmech Stössl GmbH is limited to the amount of cover of the civil responsibility insurance. robotmech Stössl GmbH is prepared to let the customer have a look at the insurance policy.

Storage and disposal of production equipment

Any kind of production equipment needed for the manufacture of prototypes (masters, moulds and other devices) is normally not delivered to our customer. Merely the manufactured prototypes change hands. The applied production equipment will be stored free of charge for one year for our customers unless it is released for disposal. After one year all masters and silicone moulds will be disposed off professionally and environmentally-oriented.

If our customer wants a long-term storage, we kindly ask for a written notification in time, eleven months after the date of order at the latest. After a year's time we permit ourselves to charge storage to our customer's account on consultation with him.

An exception is made in case of ordered parts of prototypes and moulds distinctly to be delivered. They will be delivered to customers when production is terminated. Any fragments of masters and silicone moulds that cannot be reused from our point of view will not be stored.

Terms of delivery

In most instances the terms of delivery include the usual delivery time needed by a courier services company. The buyer agrees that robotmech Stössl GmbH will not be held responsible for any late delivery on part of the courier services company.

Payment conditions

Apart from any special terms of payment to be arranged between buyer and seller, payment is due within 30 days starting from the invoice date. However, robotmech Stössl GmbH reserves the right to send pieces by COD only. Possible rejection against this has to be submitted within 10 days after invoice date. Delay of payment will cause, legally and without notice, a late payment charge of 1.5% for each month passed and/or started. In addition, overdue amounts will be increased by 15% for sales in Austria and by 20% for sales outside Austria (due to higher collection costs), legally and without notice, with a minimum of 50 EUR as a forfeit for indemnity.

Applicable law and jurisdiction

All sales are subject to Austrian law. In case of litigation, the district court in Feldkirch will be the responsible place of jurisdiction.

General

By ordering, the buyer accepts explicitly the above terms and conditions. He agrees not to refer to any of the purchasing and / or delivery conditions that might appear on documents sent to robotmech Stössl GmbH.