



## **General Terms and Conditions for Purchasing**

1. General orders, purchase orders and other purchase transactions of the company HOVA Maschinenbau GmbH, 4541 Adlwang, take place exclusively under the following purchasing conditions. Any general business and conditions of sale of the supplier or contractor shall not apply in whole or in part, and even not if they have not been expressly contradicted in individual cases.
2. Offer, order: The supplier or contractor must strictly adhere to our inquiry in an offer and expressly point out any discrepancies or ambiguities. The creation of the offer is free of charge. The supplier is bound by his offer for a period of four weeks after we have received it. Only written orders are binding for us and verbal agreements require our written confirmation to be valid. Before the order is accepted, the supplier must check the order information and specifications, including enclosures/drawings. Concerns that could adversely affect the deliveries and services to be provided, as well as defects that are recognizable in advance and any missing information must be notified immediately in writing (duty to warn!) The supplier must send us a written order confirmation immediately after acceptance of the order. If a contractual partner does not accept the order within two weeks of receipt, we are no longer bound and are entitled to revoke it. Deviations, changes or additions to the order or the placing of an order require our written confirmation. Our order number must always be stated on order confirmations and all subsequent documents (delivery note, invoice, correspondence, ...). Insofar as our orders are based on drawings, technical delivery conditions, construction and material regulations, these may only be deviated from in whole or in part with our prior written consent. Any material provided must be properly checked by the supplier and only then may it be processed. Any defects in the material provided must be reported immediately in writing.
3. Prices: The agreed prices are maximum prices for the entire term of the order or contract and include all ancillary costs such as, in particular, for transport, cartage, postage and the like.
4. Terms of delivery, delivery date, acceptance of goods: Unless otherwise agreed in writing, the supplier is obliged to deliver the subject matter of the contract to our warehouse in 4541 Adlwang at his own expense and risk. This is expressly agreed as the place of performance and performance. In the absence of any other written agreement, the goods are to be delivered in customary, appropriate packaging that is safe for transport. The products to be delivered must be equipped in such a way that no damage can occur if they are used properly. Packaging is returned at the risk and expense of the supplier. The supplier is obliged to deliver on the specified dates. If this is not possible, the supplier undertakes to provide written notification of delay without delay, stating the earliest possible date. Agreements on this must be made in writing. We reserve the right, at our discretion, to either demand performance and compensation for delay or to withdraw from the contract without setting a deadline and to seek compensation for non-performance. In the latter case, we are entitled to demand either 20% of the agreed order amount or compensation for the damage actually incurred without proof of damage. In the event of a delay in delivery, we are entitled to claim 1% of the order value for each week started from the agreed delivery time, but no more than 5% as a contractual penalty. If we are unable to accept delivery on the stipulated delivery date, we can notify the supplier of this no later than 14 days before the delivery date. In this case, the delivery date is extended by the duration of the prevention of acceptance by us. Any claims for damages by the supplier are excluded. The supplier is obliged to inform us about the delivery of the goods at least 3 days before delivery. Invoices must be submitted stating the order number specified by us. Duplicates of invoices are agreed separately if required.

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**HOVA**  
**INDIVIDUELLE HEBETECHNIK**

5. Terms of payment: Unless otherwise agreed, we are entitled to deduct a 3% discount if payment is made within 14 days of receipt of the invoice. Otherwise the invoices are due within 60 days. Payments made do not affect any warranty claims or claims for damages on our part and in particular do not count as confirmation of proper delivery. The supplier or contractor is not permitted to assign a claim against us in whole or in part to third parties. We are entitled to set off claims to which we are entitled against the supplier or contractor. Once the goods have been paid for in full, they become our unrestricted property.

6. Sales restrictions, property rights: The supplier or contractor assures that the goods delivered by him do not infringe any sales restrictions of any kind.

7. Warranty, compensation: The supplier warrants that his delivery and service have the properties expressly stipulated in the contract and the usually required properties and correspond to the recognized rules of technology. He is liable for compliance with all relevant legal regulations and those of the relevant standards. The supplier guarantees that the delivery and service will be free of defects for a period of twelve months after acceptance. We expressly state that even stainless steels - in particular austenitic chrome-nickel steels - will rust if they are treated improperly - e.g. through contact with rusting materials (including tools) or if there is insufficient post-processing treatment! Without exception, the supplier complains about rusting material and undertakes to rework or replace the goods free of charge. We are entitled to complain about obvious defects in the delivery or service within four calendar weeks of delivery or acceptance, but about hidden defects only after discovery. In the case of deliveries that are usually left packed until use, defects that only become visible when the goods are removed from the packaging are considered hidden defects. Receipts of receipt on our part do not mean a waiver of a notice of defects and a claim for warranty. Irrespective of all our statutory rights, in the event of a justified notice of defects, we are entitled, at our discretion, to demand free replacement delivery, free elimination of the defects, an appropriate price reduction or reimbursement of the reasonable costs for the improvement made by ourselves or by third parties and the consequential costs incurred. The exclusion of any liability for damages on the part of the supplier or contractor, in particular under the provisions of the Product Liability Act, or the restriction to intent or gross negligence is ineffective against us. Our approval of the supplier's drawings and calculations does not affect the supplier's warranty and liability for damages in any way.

8. Confidentiality: The supplier must regard our order and the information related to it as a business secret and treat it confidentially. All information, drawings and the like that we provide to the supplier or the contractor for the provision of the delivery and service may not be used by them for other purposes or made accessible to third parties. He is liable for all damages that we incur as a result of the breach of this obligation by him or his employees and agents.

9. Place of jurisdiction and place of performance: The place of jurisdiction and place of performance for both parties is exclusively A-4541 Adlwang. Austrian law applies exclusively to the contractual relationship.

Should parts of these terms and conditions be ineffective, the validity of the remaining provisions shall remain unaffected.