



Autolift GmbH · Aubergstraße 27 · 5161 Elixhausen, Austria

General Terms and Conditions of Purchase (AEB) of Autolift GmbH

1. General Provisions, Scope

1.1 These General Terms and Conditions of Purchase (AEB) apply to all orders for goods, services, and other deliveries by Autolift GmbH (hereinafter referred to as the "Client"). They form an integral part of all contracts with our suppliers.

1.2 Deviating conditions from the supplier shall not become part of the contract unless the Client expressly agrees to them in writing.

1.3 These AEB also apply to all future business relationships, even if they are not explicitly agreed upon again.

2. Contract Conclusion and Documents

2.1 Orders from the Client are only binding if they are made in writing and confirmed in writing by the supplier within five (5) business days. Silence does not constitute acceptance.

2.2 The Client retains ownership and copyright of all documents provided to the supplier, such as drawings, specifications, and models. These documents must be treated confidentially and returned immediately after the contractual relationship ends.

3. Prices and Payment Terms

3.1 The agreed prices are fixed prices and include all ancillary costs, such as packaging, transport, and customs, unless otherwise agreed in writing.

3.2 Payments shall be made, unless otherwise agreed, within 30 days net or within 10 days with a 3% discount after receipt of the invoice and full delivery.

3.3 Invoices must include the order number, item number, and an exact description of the delivery. Incorrect invoices may be rejected, delaying the payment deadline accordingly.

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4. Delivery Deadlines and Conditions

4.1 Agreed delivery dates are binding. The supplier is obligated to inform the Client immediately in writing if circumstances arise that may jeopardize timely delivery.

4.2 In the event of a delivery delay, the Client is entitled to claim a contractual penalty of 0.5% of the order value per week of delay, up to a maximum of 5% of the total net amount. The assertion of further damage claims remains unaffected.

4.3 Deliveries shall be made "free domicile" to the destination specified by the Client, unless otherwise agreed. The risk is transferred to the Client only upon receipt of the goods.

5. Quality and Warranty

5.1 The supplier guarantees that the delivered goods comply with the agreed specifications, applicable legal requirements, and the state of the art.

5.2 Defects occurring during the statutory or contractually agreed warranty period must be rectified immediately and free of charge by the supplier or replaced with defect-free goods.

5.3 The supplier is obligated to provide the necessary certificates and test reports that confirm compliance with the agreed specifications.

5.4 The Client reserves the right to conduct audits at the supplier's premises to ensure compliance with quality standards.

6. Liability

6.1 The supplier is fully liable for all damages resulting from the delivery of defective or non-conforming goods.

6.2 The supplier indemnifies the Client against claims by third parties arising from the violation of legal regulations, particularly safety and environmental protection laws.

7. Spare Parts Supply

7.1 The supplier guarantees the availability of spare parts for at least ten (10) years after the last delivery.

7.2 If spare parts are unavailable, the supplier is obligated to offer equivalent alternative solutions.

8. Confidentiality

8.1 The supplier is obliged to treat all information received within the business relationship as confidential and to use it solely for fulfilling the contract.

8.2 This obligation remains in effect even after the business relationship ends.

9. Force Majeure

9.1 Events of force majeure, such as natural disasters, strikes, or governmental actions that hinder contract performance, entitle both parties to adjust the contractual terms. If an adjustment is not possible, both parties may withdraw from the contract.

10. Final Provisions

10.1 Austrian law applies to all contracts between the Client and the supplier, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 The place of jurisdiction for all disputes is Salzburg.

10.3 If any provision of these AEB is or becomes invalid, the validity of the remaining provisions remains unaffected.

10.4 Changes and additions to these AEB must be made in writing.