1. Validity
The Terms and Conditions as set out below apply to all our offers, deliveries and services, contracts concluded and sales made. Our Terms and Conditions are either expressly acknowledged or acknowledged by acceptance of orders or acceptance of offers by the ordering party. Contradicting, deviating or supplementary Terms and Conditions or additional agreements of the ordering party require our express written confirmation in order to have validity and shall then only be applicable for the relevant individual business transaction and are otherwise in no way binding for us, even in cases where we have not expressly objected otherwise. Any further relationships, also including orally issued follow-up orders and concluded contracts shall be considered as having been given under these conditions.

2. Prices
If no other agreements have been made, our prices shall be in Euros, ex-works, unaffected, for deliveries ex-works, without customs duties, untaxed, and in all cases without inclusion of packaging costs, insurance, duties or other additional costs.

3. Offer and conclusion of contract
Our offers are non-binding. A contract shall only come into effect after the written order confirmation has been issued, when we have dispatched a delivery to the ordering party, or when we have actually begun to provide the service. Any and all amendments and supplements are only valid if they have been confirmed by us in writing.

4. Regulations in the country of destination
The ordering party must notify us, at the latest when placing the order, of any regulations and standards that must be adhered to in the country of destination by us.

5. Terms of Payment
5.1. Payment shall be made within 30 days net from the date of invoice or by special agreement and following our written confirmation to our bank account as made known to the ordering party without deductions or bank charges. A discount can only be granted when this is expressly agreed in writing.

5.2. A confirmation by a major Austrian bank opened and shall transmit it to us or our suppliers. These circumstances shall give us the right to withdraw from the contract. In such cases all the costs involved shall be borne by the ordering party. If the ordering party has the authority to sell goods subject within the course of ordinary business practices ends without prejudice to the purchaser’s right of revocation, which can be exercised any time, if the purchaser stops payments, is late in making payments or if a petition for the insolvency proceedings over his assets has been filed to avoid bankruptcy.

5.3. The right to payment in cash at any time.

5.4. If circumstances become known after the contract has been concluded, which suggest that the claim for payment may be endangered, we shall have the right to demand payment in advance or a guarantee of payment, in addition to the delivery period.

5.5. In the event of a default in payment, default interest in accordance with the Austrian Commercial Code (UHG) shall be charged from the due date of payment (e.g. EXW, inc. VAT), at an advance payment of 30% of the total order price is due within 14 days on receipt of our order confirmation. The remainder is to be paid within 30 days of the delivery date.

5.6. All events and circumstances beyond our control that affect fulfillment of the contract shall be considered force majeure. These circumstances shall include in particular: war, strikes, energy or raw materials shortages, operational interruptions, and limitations to the deliveries of finished materials affecting us or our suppliers. These circumstances shall give us the right to deliver at a later date, to cancel delivery altogether or to limit it and shall not justify claims of any kind on the part of the ordering party.

5.7. In the event that we exceed our agreed delivery period by more than 12 weeks, the ordering party shall have the right, on the setting of a 4-week period of grace, to withdraw from the contract, but with the exclusion, however, of any liability claims.

5.8. All events and circumstances beyond our control affect that fulfillment of the contract shall be considered force majeure. These circumstances shall include in particular: war, strikes, energy or raw materials shortages, operational interruptions, and limitations to the deliveries of finished materials affecting us or our suppliers. These circumstances shall give us the right to deliver at a later date, to cancel delivery altogether or to limit it and shall not justify claims of any kind on the part of the ordering party.

5.9. In the event that we exceed our agreed delivery period by more than 12 weeks, the ordering party shall have the right, on the setting of a 4-week period of grace, to withdraw from the contract, but with the exclusion, however, of any liability claims.

5.10. We reserve the right to make structural design or format changes during the delivery period provided the changes are not fundamental.

7. Dispatch/Transfer of Risk
Dispute shall lie with the change and risk of the ordering party. The risk shall pass over to the ordering party upon transfer of the goods to the carrier or shipper, but at the latest upon leaving our works or storage. Should the dispatch be delayed for reasons outside our control, then the risk shall transfer to the ordering party on the day when the goods are ready for dispatch. We shall choose the packaging and dispatch type and the carrier. The goods shall be provided with writing ‘Not for sale.’ The contrary shall be unbinding to the industry standard and suitable to the product. Partial shipments shall be permissible, whereby the invoice amount incurred shall be due to our Terms and Conditions of Payment. Goods dispatched to为我们 shall only be entitled to claim or to fetch the delivered object back without a waiver of claims until full payment has been made and to withdraw from the contract in such cases all the costs involved shall be borne by the ordering party, who, in addition to a reasonable payment for use, the ordering party has to pay all reductions in value and all damage to the object, thus also compensation for our loss of profits.

8. Warranty and liability for defects
8.1. Our Products are produced on an individually basis, relating to the specific order. A return or exchange of a product or goods is not possible. If, exceptionally, we agree to take back goods, only goods that are undamaged and clean and do not originate from a special production or a special order can be returned. The decision of whether or not to accept the return of goods solely lies with Trumer Schutzbauten GmbH. To cover the resulting costs, a re-stocking fee will be charged of at least 20% of the commercial value or a flat rate of 150 Euros, whichever is greater.

8.2. We warrant that in respect to defects in goods delivered, when these are reported by the ordering party in writing within 5 working days of the receipt of the goods. The application of § 322 Austrian Civil Code (HGB) is excluded. We have the right to choose between an improvement (subsequent improving work or subsequent adding of whatever may be lacking), replacement, reduction of the purchase price and/or conversion. The ordering party shall not have the right to demand a price reduction or conversion if we are prepared to carry out improvement work (providing this is not a matter of major importance or if substitution by a new item itself, or other any defects claims damages such as e.g. in the case of production stoppages, loss of use, loss of orders, loss of profits, or other claims for indirect or consequential damages, shall be excluded.

9. Retention of Title
The buyer’s claims arising from a further sale of the goods subject to retention of title goods subject within the course of our deliveries. We have the right to choose between the following two claims:

a) The purchaser’s authority to sell goods subject to title subject to re-mortgaging, which does not apply for the relevant individual business transaction and is otherwise in no way binding for us, even in cases where we have not expressly objected otherwise. Any further relationships, also including orally issued follow-up orders and concluded contracts shall be considered as having been given under these conditions.

10. Right of recourse of Trumer Schutzbauten GmbH
Should the circumstance arise that as a result of actions or failure to act of the ordering party or persons acting on behalf or in the name of the ordering party, personal injury occurs or the property of third persons damaged, the ordering party is under obligation to hold us harmless from and against any claims or other obligation or liability relating to this. Irrespective of this we have a right of recourse against the ordering party.

11. Assemblies
All assembly work must be in accordance with the assembly instructions provided by us. Our liability extends in such cases exclusively to those parts delivered by us and to the work we have carried out.

12. Court of jurisdiction, place of fulfilment and applicable law
Any dispute arising from sales transactions of us and our business partners is the responsible court in the Provincial Capital of Salzburg. Our company headquarters shall be the place of fulfilment for deliveries and services also for payments. This contract shall be exclusively governed by Austrian law. The laws of international private law and the UN Convention on Contracts for the International Sale of Goods shall be excluded. The arbitration clause shall be Vienna, the language of negotiation shall be German.

13. Arbitration clause
If the ordering party has its place of business outside the EU, as an alternative to the Austrian court agreed in item 12, ICC arbitration can be applied. Subsequently, all disputes resulting from or in connection with sales transactions, deliveries and services, but also for payments. This contract shall be exclusively governed by Austrian law. The laws of international private law and the UN Convention on Contracts for the International Sale of Goods shall be excluded. The arbitration clause shall be Vienna, the language of negotiation shall be German.

14. Severability clause
Should a clause of these General Terms and Conditions be invalid, the other Terms and Conditions shall not be rendered invalid. An ineffective clause shall be replaced by a clause which approaches closest to the invalid part of that business intention of the contractual parties, had they known that this clause was invalid.

15. These Terms and Conditions represent an English translation. In case of differences in interpretation and/or differences from the German version, the German version shall be applicable.