

General Terms and Conditions (GTC) - Sale

Status: 26.10.2016

I. Object of the GTC:

1. The following terms and conditions apply for the sale of goods, especially of devices and installations for stage technology as well as corresponding equipment. They form the basis of this contract.

II General:

1. STAGEPARTNER Ltd. works on the basis of these general terms and conditions (GTC); they are element of every contract and apply for all commercial operations and contracts.
2. Further talks or alterations shall be made in written form and confirmed by authorized STAGEPARTNER staff.
3. Any conditions of purchase of the buyer must herewith be objected explicitly. They do not bind the seller even when they were not disapproved at the conclusion of a contract.
4. Any contract shall be active if single terms of these general terms and conditions should become fully or partly ineffective, or have not even become part of the contract. In case of ineffectiveness or not involving of terms the subject matters of a contract shall act in accordance with statutory provisions.

III Offers, Prices, Terms of Payment:

1. The prices and discounts in STAGEPARTNER offers only apply for certain individual orders. If not else explicitly agreed in written form the prices are net prices ex works, without VAT, package, delivery or discounts, quoted in EURO. The prices apply under reverse of any markups due to higher actual costs, increases in customs duties, alterations of official exchange rates or other charges. Such mark-ups shall be duty of payment of the buyer. These kinds of increases do not entitle the buyer to cancel the purchase.
2. The offers by STAGEPARTNER are subject to confirmation and without commitment. The buyer is committed to his offers or orders for at least 30 days.
3. STAGEPARTNER is entitled to make the delivery of goods dependent on immediate payment of the full purchase price.
4. In case of late payment by the buyer STAGEPARTNER is entitled to charge late interest of 6 % above the bank rate of the Austrian National Bank, however, at least 9 % p.a. for each month.
5. The buyer commits himself in case of late payment to make up for all charges and costs to their full extend so that STAGEPARTNER gets compensated for all expenditures connected to the encashment.
6. The exercise of a right of retention and the charging of counterclaims is not permitted to the buyer, especially guarantee claims or warranty claims are no causes for retention of mature payments.

IV Ownership:

1. STAGEPARTNER delivers its products „ex works“ according to incoterms. The storage of goods that are subject of the contract on stock grounds of STAGEPARTNER or third parties will take place at buyer's request, risk and expense. The loading of goods on means of transportation made available by the buyer shall be carried out at buyer's risk as well.
2. The delivered goods remain in STAGEPARTNER's possession until complete payment of the price agreed including all fees, interests and costs. In case of an existing current account with business partners the ownership shall remain active unless all receivables mentioned in this point are honored and all balances of the current account are settled.
3. The resale of goods that were sold in a conditioned sale shall only be possible with perpetuation of the retention of title. In that case the buyer cedes all rights (claims, retentions of title etc.) to STAGEPARTNER. The seller is committed to transfer all documents of the resale to STAGEPARTNER and shall immediately account for all receivables.
4. STAGEPARTNER is entitled to collect the goods or take corresponding actions without further permission in case of assertion of retention of title.

V. Warranty / Product Liability:

1. Warranty period is 12 months from delivery. Second hand goods are explicitly excluded from warranty.
2. STAGEPARTNER will always try to exactly meet delivery deadlines. However, the buyer commits himself to accept goods after the deadline, too. After exceeding the delivery deadline for one month and allowing another 8 weeks of extension the buyer has the right to cancel the purchase.
3. The buyer is committed to immediately and entirely check the delivered goods. Any deficiencies shall immediately be announced by telephone and registered mail. Warranty for such deficiencies is excluded if the buyer fails to entirely fulfill the obligations mentioned above. Later appearing deficiencies shall immediately be announced to STAGEPARTNER by telephone and registered mail as well with the same legal consequences. Warranty is excluded if third parties have modified the goods or have installed external spare parts. It is essential for the assertion of the warranty that the buyer follows all instructions by STAGEPARTNER in form and content for handling the delivered goods. Another prerequisite is the appropriate use and storage by the buyer for which the buyer has the burden of proof in case of legal dispute.
4. In case of assertion of warranty the buyer is committed to allow a period of at least 6 weeks for correction or improvement. Claims for reduction of price or exhibitory action are only accepted if all attempts of correction or improvement within appropriate term should fail. The buyer is committed to support STAGEPARTNER in all conscience in the implementation of warranty obligations and to follow all instructions by STAGEPARTNER.
5. Explicitly excluded from the assertion of warranty is natural abrasion and damage that results from negligence or improper handling.
6. Claims for damages against STAGEPARTNER can only be accepted in case of wantonly negligence or deliberate behavior by STAGEPARTNER. In case of unavoidable occurrences, force majeure, cessation of work, strikes, operational disorders, transportation drawbacks etc. STAGEPARTNER is entitled to reduce delivery or cancel the purchase without granting the buyer any claims for damage. Such temporary disturbances entitle STAGEPARTNER to deliver goods still within an appropriate period.

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7. In case of curing a defect by STAGEPARTNER the originally agreed period of 12 months will not be extended. The warranty period will start new only for original spare parts from delivery on.
8. Product liability for damages of operationally used objects of companies is excluded. The goods are bought or rented by the buyer within his enterprise.
9. Costs, resulted from a delayed delivery, will not be accepted by the producer without exception.
10. The products offer only such safety that can be expected according to manuals, licenses, instructions of the producer, compulsory inspections or careful and diligent handling. It is forbidden for the buyer to present the goods in a way that could arise additional safety expectations.
11. It is explicitly stated that data in descriptions concerning performance, loads, capacities, running costs, speeds etc. must be considered as approximate values and are not binding.

VI Delay in Acceptance:

1. In case of delay of completion or delivery which is caused by the buyer, STAGEPARTNER will store the goods at buyers risk and expense. The costs for this storage will be double the price of a local concessionary warehouse keeper. The production process will be stopped up to complete payment of the purchase price including all other receivables. The buyer has no claims for damage resulting from such a delay. He on his part is committed to pay all resulting extra costs before the continuation of the production process.
2. In case of delay of acceptance or the storage of the goods by STAGEPARTNER the buyer loses his claim for transportation. His only remaining right is delivery of the goods under the condition of complete payment of all receivables, especially all costs for storage. If the creditworthiness or the solvency of the buyer is in doubt (considered as delay in acceptance) STAGEPARTNER is entitled to demand a bank guarantee at buyer's expense.
3. In case of failure by the buyer however, STAGEPARTNER has the right to request a cancellation penalty of 20% of the gross value of the goods.

VII Court of Jurisdiction:

Court of jurisdiction for possible disagreements between the two contracting parties is the factually responsible court for the district of Judenburg. Austrian substantive law applies, the Vienna Convention on the Sale of Goods is excluded.