

Terms and conditions of sale and delivery.

1. Pricing:

All our declared prices are based on the current cost situation, exclusive of packaging, which we calculate as inexpensively as possible and which may not be returned to us. We reserve the right to increase prices to their level on the day of delivery, should material prices, wage or other costs increase significantly during the time between confirmation of order and delivery. Arrangements arrived at personally with Fulterer's Customer Field Service shall not be effective unless the order has been confirmed by us in writing. In cases of dispute on the fairness of our prices, the Purchaser shall not be entitled to withhold required payments.

2. Delivery Times:

All delivery times stated by us in quotes, confirmations, etc. are given according to the best of our estimations; however, they are merely to be regarded as approximate and shall not be binding upon us in any way. Term of delivery shall commence as of the date of confirmation of order and shall be complied with to the extent possible; however, in case of delays, the Orderer shall not have the right to withdraw from the Contract or to claim compensation for damages. We shall be entitled to effect part shipments.

3. Extra and Short Shipment:

We shall be entitled to effect extra and short shipments of up to 5% either way. Deviations of up to 10% shall be permissible in cases of special product designs requiring separate materials purchasing.

4. Claims of Defects:

Claims of defects shall not be recognized unless they are submitted in writing within a period of eight days following receipt of the goods, and if the latter are in the same condition in which they were shipped. Claims of defects shall be handled either by repair and improvement, through replacement delivery or withdrawal from the order. Deliveries to third parties must be checked for correctness before passing them along. We expressly decline any and all other claims, such as compensation for damage, penalties for delayed delivery, freight, wages and costs of subsequent processing carried out without our express agreement.

5. Terms and conditions of payment:

Our invoices are payable within a period of 10 days as of the date shown thereon with a discount of 2%, or within a period of 30 days net, unless otherwise agreed upon. Non-compliance with our terms and conditions of payment shall release us from our shipping obligations, but shall not relieve the Purchaser from his acceptance obligation. Should the deadline for payment be exceeded, default interest in the amount of 2% above the normal bank rate shall be charged for the time the accrual date to the day of receipt of Payment, whereby we reserve the right to assert further entitlements.

6. Should the Purchaser's financial situation decline during the term of the Contract, or should we receive information on him which we deem to be insufficient, or should payment of specific items due not be effected in accordance with the Terms and Conditions, our purchase-money claim shall become due forthwith, even in the case of deferral. Furthermore, we shall be entitled to demand collateral or to withdraw from the contract.

7. Retention of ownership:

All goods delivered shall remain our property until payment of all our outstanding accounts has been effected, irrespective of legal basis. Should we assert retention of ownership, this shall not constitute withdrawal from the Contract. In the event that the Orderer combines or processes our conditional commodities to form a new corporeal thing, the Orderer shall assign pro rata co-ownership to us already as at the present time, and the Orderer's debt claims to his recipient of the commodities. Should our conditional commodity and/or the new corporeal thing pertaining thereto be attached or sized, we and the third party concerned must be informed immediately of our retention of ownership.

8. Goods are shipped at the Orderer's risk, including prepaid deliveries. Choice of shipping route and transport shall be subject to our discretion, with no responsibility assumed for eventual cheaper modes of shipping, unless the Order contains clear and specific instruction for such shipping.

9. All offers shall remain subject to change without notice. By assigning an order to us, each Purchaser shall acknowledge our terms and conditions of sale and delivery as legally binding on him.

10. Place of Performance:

Lustenau shall be the place of performance of delivery and payment. Dornbirn shall be the place of jurisdiction for all demands to which we are entitled in accordance with the terms of delivery set out above.

11. Our Clients' Terms and Conditions of Purchase:

Our clients' terms and conditions of purchase which are in contradiction to the terms and conditions set out above, are not acknowledged and shall be precluded. Already as at the present time, objection is raised to such terms and conditions. This objection shall also apply should no special refusal on our part be asserted following receipt of terms and conditions providing otherwise.

The load capacity indicated for each type is valid up to a length of 600 mm. For any length over 600 mm please consider that the load capacity is approximately 20% less. Important: For the indicated load capacity it is absolutely necessary to use all screw holes. We reserve the right to change technical specifications without further notice!