

1. Validity

All our legal transactions are subject to our general terms and conditions, unless specified otherwise in writing. Terms and conditions of the client are generally not accepted, even without explicit exclusion. Oral agreements from our side are only valid if confirmed in writing.

All our offers are subject to change.

Our installation guidelines and product information that we submit to the client or can be downloaded from our website www.amadeosystems.com are also part of the basis of all contracts.

2. Prices

2.1. Our prices are quoted ex works, excl. VAT, packaging, transport, insurance, inspection and approval, training and disposal of used parts.

These costs and the VAT have to be covered by the client in addition to the purchase price of the good/s.

2.2. Unless a price is quoted as a fixed price, we may charge the list price valid on the day of delivery. This does not affect other agreed conditions such as discounts, cash discounts, etc.

If we pass on a price increase of more than 10%, the client may withdraw from the contract without any mutual indemnity claims.

If the exchange rate between the EURO and the currency of the delivery country deteriorates by more than 3% we may pass on the cost to the client. This does not entitle the client to withdraw from the contract.

3. Delivery

3.1. All goods are delivered for the account and at risk of the client. Deliveries are only insured if so requested by the client. The client accepts partial deliveries.

3.2. Delivery and transfer of risk shall take place upon handing over the goods to the freight carrier. Any cost for storage of the goods that may become necessary due to reasons caused by the client shall be covered by the client. Training is not part of the delivery and needs to be agreed on separately.

4. Delivery time

4.1. Unless specified as „fixed date“, any delivery time/date quoted by us is without obligation and is to be seen as a reference point.

In the case of force majeure, this may be if our suppliers fail to deliver, goods arrive at our premises damaged or deliveries are delayed because of transport/ production strikes, scarcity of raw materials, etc., we may withdraw from the contract without any liability towards the client. A sole extension of the delivery time applies if these reasons are only temporary. Also in the case of having quoted a fixed date we are entitled to an extension of the delivery time of min. 1 month.

4.2. Unless specified differently the delivery time starts upon the contract being made legal and binding, which requires the signature of the client, and the client submitting all necessary information so that the contract can be executed by us.

If a down- or prepayment is agreed the start of the delivery time also requires the receipt of the agreed amount of money on our account.

4.3. Goods ready for shipment must be collected by the client within 20 days after the agreed delivery date. If the goods are not collected we may store them in our premises at the client's risk and deem them delivered ex works.

5. Payment

5.1. All of our invoices, including installments, are to be paid upfront - deliveries will follow.

5.2. The client shall not avail of deducting an agreed cash discount if there are still previous invoices unsettled. Incoming payments are automatically used to settle the eldest pending invoice/s, unless agreed otherwise in writing.

5.3. Upon default of payment we may charge the client with default interest of 12% p.a. and a dunning fee of EUR 7.50 per reminder. Any additional costs resulting from the procedure of cash collection (assistance of a lawyer, etc.) are charged to the client additionally.

5.4. Upon default of payment we may also stop further deliveries and withdraw from the contract altogether after an adequate period of grace.

5.5. The client must not offset any invoices from the amount pending.

5.6. We do not accept drafts nor cheques to settle payments. If we specifically agree to accept drafts or cheques, payment is only valid upon final credit of our account with the respective amount.

6. Reservation of proprietary rights

6.1. Delivered goods remain our property until complete payment of the purchase price incl. interest and additional cost. Until complete payment the customer is responsible for the maintenance and careful storage as well as protection against theft and loss of the goods at his expense. The client is not entitled to sell, hypothecate or pass the goods on to a third party during this time. System software delivered by us is automatically installed with a time-limit according to the payment terms agreed on. Upon complete payment of the full purchase price (not only software) stated in the contract incl. interest and additional cost, the software is unlocked by us for unlimited use. Additional provisions as stated under point 9 of our General Terms and Conditions apply.

6.2. Upon default of payment we may demand the return of the goods from the client at any time - without withdrawing from the contract - and store them at our premises at the client's cost or take the goods back as our property and credit them at current market value less 20% resale cost.

7. Defects liability and warranty

7.1. Any defects have to be reported by the client to us immediately and only in writing. The defects liability period is 6 months from the date of delivery. In the case of a justified claim we shall, at our choice, remedy the defect/s by repairing or exchanging the good/s at our premises. If the remedy of the defect/s is only possible at the client's premises we shall perform the necessary services there. All of the above at our expense. Alternatively, we may credit the purchase price of the good/s upon return of the defective good/s by the client to our premises.

On demand, goods shall be sent back to our premises at the client's expense for check-up and remedy of defects. In order to claim free services (repair or exchange of goods) during the defects liability period the client has to provide the invoice reference, with which the goods were invoiced.

We strictly do not compensate for any consequential harm caused by a defect.

The client is not entitled to refuse goods because of irrelevant defects.

7.2. Any further warranty liability exceeding the 6 months defects liability does only exist if agreed in writing prior to the contract.

7.3. The client can avail of exceeding warranty services upon concluding a separate service contract with us. Wearing parts and services for the repair/exchange of such are always excluded from free warranty services. Making changes or modifications to the product or selling/passing it on to a third party will void all warranty claims.

7.4. Unless there are other statutory provisions in place claims based on warranties become statute-barred 24 months after transfer of risk.

8. Software development and services

8.1. Customized software is delivered according to the information and requirements which the client is obliged to submit fully and detailed in writing. Information submitted by the client is binding and has to be provided at the client's expense.

The information the client is obliged to submit may also comprise of providing practice-oriented test data as well as a test environment for trial purposes prior to live operation.

In case the test environment provided is a live operation, the client bears the full responsibility for the protection of existing data and assumes all other risks that may occur during the test run. The client releases us from any liability and indemnification due to the test run.

8.2. The client must inspect and approve customized software immediately when ready by signing an approval protocol. If the client fails to do that within 4 weeks after delivery of the software and does not lodge any written claims, the software is deemed approved as delivered.

In the case of a justified claim this deadline starts afresh after remedy of defects.

Going into live operation with the software automatically replaces a formal inspection and approval.

8.3. With the purchase of standard software the client confirms the knowledge of the features.

8.4. Data storage media, accompanying documents and technical specifications are shipped at the client's expense and risk.

9. Property rights and use

9.1. All property rights remain with us and our licensors. With complete payment the client acquires the right of use for the software delivered by us within the scope of the delivered hardware and for the amount of licenses purchased.

The client acquires a right of use only and is not permitted to distribute, copy or surrender the software to a third party.

The client does not acquire additional rights by participating in the programming of the software. Any breach of our property rights will result in us lodging claims of indemnification and compensation for loss of profit, min. amount per breach is the purchase price agreed for the relevant software.

9.2. The client may make a back-up copy of the software upon our written consent provided this is not prohibited by a licensor or another third party and all copy- and property right information is copied.

9.3. The client confirms that the data and documents submitted to us are not subject to restrictions under the Data Protection Act or similar provisions and do not interfere with property rights of a third party.

10. Installation location / Planning

10.1. The client is obliged to prepare the location for installation according to our specifications prior to our delivery at his expense.

The client is further responsible for providing necessary wiring for the hard- and software to be delivered and the location being reachable with standard road transport means. Please pay attention to the installation and storage conditions of our products.

10.2. Unless specified otherwise, any drawings, schematics and technical data sheets provided by the client are deemed non-returnable information to support the fulfillment of the contract. The client releases us from any due diligence of the submitted information.

11. Right of withdrawal

The client may withdraw from a contract without reason upon payment of 80% of the agreed purchase price within 14 days after awarding the contract.

After 14 days, 100% of the purchase price is due to be paid to us.

12. Final provisions

Place of performance: Vienna/Austria.

Court of jurisdiction: Commercial court Vienna/Austria. Applicable law: Austrian law.

In the case of some provisions within these General Terms and Conditions becoming void due to other provisions being accepted the remaining provisions stay effective.

The provisions stipulated in these General Terms and Conditions are also valid for contracts with private individuals if not overruled by Consumer Protection Regulations.