1. General Information

1.1. These General Terms and Conditions of Sale, Delivery and Service shall apply to all business relations between Schäffler GmbH & Co KG (“Schäffler”) and contracting parties (hereinafter referred to as “client(s) and, together with Schäffler, “the parties”). The individual terms of the parties shall not derogate from these General Terms and Conditions in a particular case – all sales, services and deliveries to the client shall be carried out in accordance with these General Terms and Conditions.

1.2. The client shall accept these General Terms and Conditions at the latest with the submission of his/her contract declaration to Schäffler. Any general terms and conditions of the client – irrespective of any reference by or to the client – shall have no effect, regardless of whether they are expressly objected to or not. Without Schäffler’s written confirmation, terms and conditions of the client shall not be effective.

1.3. The present General Terms and Conditions shall be deemed part of every contract and shall therefore not be applicable. This shall also apply particularly if Schäffler does not contradict the client’s general terms and conditions of the client or renders a service without any reservation, whilst being aware of the differing, contrary, or supplementary general terms and conditions of the client.

1.4. These General Terms and Conditions shall apply to the sales, but also to deliveries and services provided by Schäffler.

2. Conclusion of Contract

2.1. All offers made by the seller are subject to non-binding. Client orders, which do not contain a specific term of acceptance, are binding for a minimum of 30 days.

2.2. Contracts with Schäffler shall not come into effect until Schäffler confirms or accepts the order in writing (“order confirmation”).

2.3. Deviations in the order confirmation or the documents referred to therein from written declarations previously made by the parties shall be deemed approved, if the client does not expressly object in writing within a reasonable period of time, at the latest within seven days from receipt of the order confirmation. The client shall have no right of rejection with regard to the applicability and validity of these General Terms and Conditions.

3. Object of the Delivery/Service

3.1. The object of the delivery/service ("subject of the contract", "products", or "product") shall be determined exclusively by the information provided in the order confirmation and the documents referred to therein. Any references to third-party reference numbers shall be deemed to refer to the corresponding products from Schäffler.

3.2. In the case that, during the manufacturing process, a certain amount of the object of the contract cannot be specified in advance, Schäffler shall be entitled to make up to six short deliveries.

4. Intellectual Property Rights and Confidentiality

4.1. Schäffler shall retain the property rights and all protective and intellectual property rights and copyrights of all documents, particularly (illustrations, plans, drawings, calculations, samples, and design documents) as well as all of information contained in them or otherwise provided to the client ("information").

4.2. Also in the event that a delivery or service is carried out on the basis of the client’s specification or if the client makes other contributions to it, the exploitation and usage rights shall be fully and exclusively attributed to Schäffler. Without the prior written consent of Schäffler, the disclosure of documents and information to third parties as well as its use in a way that extends beyond the specific contract shall be strictly forbidden.

4.3. The client shall keep in confidence and know how disclosed to the client by Schäffler or obtained by the client in connection with the contract, if such information is not available to the public or has permissible become available to the client from third parties.

5. Payment and Terms of Payment

5.1. All prices quoted by Schäffler shall be understood to be exclusive of the statutory value-added tax. The information given in price lists shall serve solely for general information purposes and shall not be binding.

5.2. Schäffler’s prices are based on the cost structure (consisting of costs for raw materials, development, production and wages, taxes, duties, and other charges) at the time the order is confirmed by Schäffler. Should this cost structure change prior to the respective (partial) delivery by at least 10%, the affected price shall be adjusted in accordance with the change of the cost structure.

5.3. Invoices of Schäffler shall be paid within 14 days from the invoice date, free and clear of all charges and costs. Interest on overdue payments shall be charged at 8% per annum. Invoices shall become due no later than 10 days after the invoice date.

5.4. The client shall have no right of retention against Schäffler.

5.5. The client shall be entitled to offset against Schäffler only on the basis of claims which have been legally established or which have been expressly acknowledged by Schäffler in writing.

6. Delivery

6.1. The client shall be entitled to demand delivery within a maximum of 30 days from the date of the order confirmation from Schäffler. This period shall be suspended as long as Schäffler is not provided with all documents and information required for the delivery.

6.2. Contracts of Schäffler shall be deemed to have a fixed date of delivery (as set out under § 919 Austrian General Civil Code, ABGB), if expressly agreed in writing. Moreover, delivery periods and dates shall only be binding if expressly agreed in writing. Thus, any agreements for delivery in the General Terms and Conditions are not binding.

6.3. Schäffler shall be entitled to make partial deliveries. Refusal to accept delivery shall not release the client from his/her payment obligation.

6.4. Delivery periods commence at the earliest with the dispatch of the order confirmation by Schäffler. In the event of delivery delays, Schäffler shall be entitled to demand the return of goods on the basis of the reservation of title and the rescission. Should the client fail to pay the due purchase price, Schäffler shall be entitled to demand the return of the goods on the basis of the reservation of title and the rescission. Should the client fail to pay the due purchase price, Schäffler shall be entitled to demand the return of the goods on the basis of the reservation of title and the rescission. Should the client fail to pay the due purchase price, Schäffler shall be entitled to demand the return of the goods on the basis of the reservation of title and the rescission.

7. Warranty

7.1. The warranty period shall be 12 months from receipt of the product by the client. This also applies to services carried out on rented products.

7.2. Certain properties, characteristics, and possible uses of the object of the contract shall only be deemed promised upon express written agreement. In particular, Schäffler shall not assume any warranty for any suitability or possible uses not expressly promised in writing. Furthermore, the warranty shall be excluded for defects caused by the preparatory instructions provided by the client, or for defects caused by the object of the contract damages and promises made by Schäffler, in particular with regard to promised characteristics, shall not serve as guarantees or warranties in any legal sense, unless expressly agreed otherwise in writing. Schäffler shall not be responsible for defects which are reflected in the product itself and were not subject of the services provided by Schäffler. Therefore, Schäffler shall not be liable for the general condition of the product provided by the client, but rather only for the services provided by Schäffler.

7.3. In the event of a claim under warranty, Schäffler shall be entitled to choose between providing either an improvement or a replacement within a reasonable period of time. Replaced objects shall become the property of Schäffler and shall return to the client. Replaced objects shall become the property of Schäffler and shall return to the client. Should Schäffler fail in the replacement, within an appropriate period of time or should an improvement or replacement prove to be impossible, the client shall be entitled to withdraw from the contract (without prejudice to his/her right to compensation, without prejudice to his/her right to compensation). In the event of contracts with permitted partial deliveries, the right of conversion shall be limited to the part of the delivery that has not yet been duly executed. The client shall waive his/her right of conversion, if he/she sales, modifies, or processes the contracted object, whilst being aware of the undeletable existence of a defect. In the event of the completion of the service, Schäffler shall only be held liable if the defect is directly related to the services rendered or if these services were defective.