

The following "General Terms & Conditions" are an integral component of the given contractual agreements, insofar as the individual contractual agreements do not specify other terms and conditions.

1. Ordering

The delivery is comprised solely of those objects and services defined and described in the confirmation of order. The Supplier assumes no further obligations. In the case of any additional deliveries and/or services resulting from (contractual) addenda or modifications required by the Customer, separate agreements must be made, and they must be agreed to in writing by the Supplier. In this case, too, these General Terms & Conditions applying to the original delivery shall apply.

2. Shipping and Mounting

Unless otherwise agreed upon, all deliveries are considered to be to the Customer's factory gate. Unless explicitly stated in the contractual agreement, mounting services are not included.

3. Supervisory Duties of the Customer for the Delivered Materials, Tools, and Other Goods at the Construction Site, and Release of Liability of the Supplier

The Customer is obligated to replace any damages to delivered materials, tools, and goods occurring at his construction sites to the Supplier. The Supplier is not responsible to the Customer for resultant subsequent damages.

4. Return of Film and Videos

The Supplier is empowered, as per Law No. 196/2003 ff. amended, to film and photograph, for the purpose of technical documentation, publication, and advertising, those things he has delivered and created.

5. Conditions of Payment and Interest on Delayed Payments

The purchase price must be remitted to the Supplier's address by the agreed-upon deadlines. After expiration of these deadlines, the Customer owes interest on delayed payment in the amount specified by law and/or – as long as the corresponding circumstances are in effect – at the interest rate set forth by Legislative Decree No. 231 of Oct. 29, 2002. Any disputes between the parties or claims lodged by the Customer on the basis of complaints shall not release the Customer from the duty to make payments by the contractually agreed-upon deadlines. All certificates shall be handed over to the Customer only after payment in full.

6. Delivery Deadlines and Causes for Delays

The making of deliveries within the contractually agreed-upon deadlines do not entail any liability of the Supplier in the event that the deadline is not kept due to a reason which cannot be attributed to the Supplier; such reasons include, e.g., strikes which were not announced at least 15 days prior to their start, delayed delivery on the part of subcontractors / component suppliers, force majeure, or accident. The Supplier retains the right specified by Article 1460 of the Civil Code, in the event of late payment by the Customer of the individual contractually agreed-upon installments (partial payments) and/or in the event that the Customer does not fulfill his responsibility to provide all necessary constructional preliminary works, to unilaterally postpone the delivery deadline. Furthermore, the Supplier is also entitled to postpone the delivery deadline in the event of project modifications or if the Customer delays in confirming the construction drawings.

7. Reservation of Title

Until the delivered goods are paid for in full, they remain the property of kaser GmbH, which retains the right to retrieve the goods; the assumption of risk by the Customer takes place at the point in time of transfer.

8. Customer Complaints and Objections

Any complaints lodged by the Customer regarding the quantity, quality, and/or the kind of delivered material, or the performed mounting work, must be submitted within 8 days of delivery and/or completion of the mounting work. To the extent that the Customer has not made the contractually agreed-upon payments within the specified deadlines, he is not entitled to raise objections or lodge complaints – not even in any legal proceedings.

9. Place of Jurisdiction

For any and all disputes arising from these General Conditions & Terms and/or the contractual agreement, Brixen/Bressanone shall be the sole place of jurisdiction.

10. Consent for Contracting-Out Works and Services

The Customer immediately assigns to the Supplier the right, as specified in Article 1656 of the Civil code, to contract out the required deliveries and/or services to Third Parties, as well as the right to cede credit balances which the Customer has with the Supplier, as well as any other monetary claims, to Third Parties.

11. Modifications of the „General Terms & Conditions“

These “General Terms & Conditions” cannot be modified. If this nonetheless should be the case, then they can be modified only after the explicit, written consent of the Supplier. Any and all agreed-upon modification of the “General Terms & Conditions” are limited to the given contractual agreement, and all other conditions which have not been modified or suspended in writing remain in effect.