

1. General

1.1. These terms and conditions apply to all agreements between Incus GmbH and the customer. Incus GmbH's terms exclusively govern all deliveries, services, and offers, even if the customer has their own terms.

2. Offers and Conclusion of Contract

2.1. Cost estimates and offers are made to the best of Incus GmbH's expertise. Errors are not binding and do not entitle the customer to claims. 2.2. All offers are non-binding. Costs for estimates, if any, are charged to the client. 2.3. Written order confirmations are the contractual basis and define the delivery scope. 2.4. Information in catalogues, price lists, and other media is non-binding unless explicitly stated in a contract. 2.5. Subsidiary agreements and changes require written confirmation. 2.6. Product design and technical data may change for technological progress. 2.7. Technical and commercial documents are Incus GmbH's intellectual property and must not be shared with third parties.

3. Delivery Terms

3.1. Delivery is at the client's risk and expense, even for partial or prescheduled deliveries. 3.2. Incus GmbH chooses the mode of shipment and transportation. 3.3. Partial deliveries are allowed. 3.4. Urgent orders incur additional costs charged to the client. 3.5. Insurance against risks can be procured at the client's expense. 3.6. Defects due to transportation must be reported within 14 days. 3.7. Storage costs due to client's responsibility are charged to the client. 3.8. Delivery times are non-binding unless specified in writing. 3.9. Amendments to the contract extend delivery times. 3.10. Delivery time starts with the latest of order confirmation, client's fulfillment of preconditions, or receipt of down payment. 3.11. Unforeseen obstacles entitle Incus GmbH to defer delivery. 3.12. For delays over 30 days, the client can withdraw from the contract after setting a new deadline. 3.13. Small justifiable changes are accepted by the client.

4. Prices

4.1. Prices exclude VAT and delivery, assembly, or installation costs. 4.2. Prices are quoted in Euros. 4.3. Incus GmbH can claim remuneration according to the price list for unquoted services. 4.4. Prices may increase due to cost changes in raw materials, wages, or exchange rates. 4.5. The client must dispose of salvage according to standards. 4.6. Payment is adjusted according to the Consumer Price Index 2005. 4.7. Travel and accommodation expenses are charged separately.

5. Payment

5.1. Invoices are considered accepted if not objected to within 14 days. 5.2. For orders over €100,000, payments are divided into thirds: at contract conclusion, on vesting date, and upon completion. 5.3. Deductions require written approval. 5.4. Invoices under €100,000 are payable within 14 days without deductions. 5.5. Payment can be claimed after delivery of each unit or service. 5.6. Payments cannot be withheld due to incomplete delivery or defect claims. 5.7. Late payments incur 12% p.a. interest and additional charges. 5.8. Incus GmbH can stop performance and extend delivery times for late payments. 5.9. Incus GmbH can demand prepayment if the client's financial circumstances worsen.

6. Digital Invoicing

6.1. The client agrees to receive digital invoices with a safe electronic signature.

7. Reservation of Title

7.1. Goods remain Incus GmbH's property until full payment. 7.2. Incus GmbH can reclaim goods if the client violates the contract. 7.3. Resale of goods requires Incus GmbH's approval and assignment of claims. 7.4. Technical documents and software are Incus GmbH's intellectual property. 7.5. Usage of Incus GmbH's intellectual property requires explicit approval. 7.6. The client commits to non-disclosure of business-related knowledge.

8. Client's Duties

8.1. The client must ensure maintenance workers can start immediately upon arrival. 8.2. The client must ensure all technical preconditions and facilities are compatible with Incus GmbH's products. 8.3. The client is responsible for obtaining necessary authorizations and permissions.

9. Warranty

9.1. Incus GmbH provides a standard 1-year warranty for all products, unless otherwise stated. This warranty is in accordance with the statutory provisions of §§922ff ABGB (Austrian General Civil Code). 9.2. Incus GmbH is liable for apparent defects existing at delivery. 9.3. The client can claim amendment or replacement for justified defects. 9.4. Defective parts must be sent to Incus GmbH at the client's expense. 9.5. If amendment or replacement is impossible, the client may demand a price reduction or replacement. 9.6. Wear parts and unauthorized repairs are excluded from the warranty. 9.7. Elimination of a defect does not acknowledge the defect. 9.8. Unjustified defect claims incur costs for the client. 9.9. Transportation and travel costs for defect elimination are charged to the client.

10. Liabilities and Compensation

10.1. Incus GmbH is liable only for intentional or gross negligence damages. 10.2. Incus GmbH is not liable for usability if goods are defect-free. 10.3. Devices and facilities must be used according to regulations and instructions. 10.4. Incus GmbH is not liable for indirect or consequential damages. 10.5. Liability is limited to the contractually owed remuneration or purchase price. 10.6. Defects must be notified immediately. Claims must be asserted within 6 months. 10.7. Claims under § 12 Product Liability Law are excluded unless due to gross negligence.

11. Withdrawal from Contract

11.1. Incus GmbH can withdraw from the contract if delivery/service is not economically viable. 11.2. In case of client's default, Incus GmbH can claim

liquidated damages or actual damages incurred. 11.3. Incus GmbH is released from delivery commitments if the client falls into arrears. 11.4. Unauthorized withdrawal by the client allows Incus GmbH to insist on contract fulfillment or claim damages.

12. Software

12.1. Software provided with the service or purchase is non-transferable and non-exclusive. 12.2. Reproduction or modification of software requires Incus GmbH's written agreement. 12.3. Warranty for software applies only if it meets specifications and is installed correctly.

13. Client-Supplied Goods

13.1. Incus GmbH can charge 20% of the value for client-supplied equipment and materials. 13.2. Warranty does not cover client-supplied goods. The client is responsible for their construction and functionality.

14. Data Protection and Contact Details

14.1. The client consents to the storage and processing of personal data for contract completion. 14.2. The client agrees to the use of their data for creditor protection. 14.3. The client must inform Incus GmbH of any address changes.

15. Final Clauses

15.1. The client confirms they have read and agree to these terms before contract conclusion. 15.2. Client's terms are not valid unless explicitly agreed upon in writing. 15.3. Changes to these terms must be in writing to be binding. 15.4. Unenforceable provisions will be replaced by enforceable ones closest to the original. 15.5. Austrian law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods. 15.6. The exclusive jurisdiction for disputes is Vienna, Austria. 15.7. In case of discrepancies, the German version of these terms applies.