

Sales and delivery conditions

General

The following conditions apply to all orders issued to us as an agreed part of the contract. Changes and additions as well as varying order terms issued by the client only apply after our written confirmation.

Prices

The prices apply ex works excluding value-added tax and packaging.

For repair orders the services recognized as appropriate by the salesperson are provided and charged on the basis of the costs incurred. This also applies to services and additional services whose appropriateness only becomes apparent when implementing the order whereby this does not require special notification to the buyer. The charge of one man-hour as incurred for producing/assessing repairs lapses if the repair order is issued.

Cost estimates

We provide cost estimates without making warranties and they are non-binding.

Delivery/performance periods

The delivery periods start with clarification of all issues necessary to execute the order. The stated delivery terms are always as expected and are not binding. Obstructions of any kind that we are not able or that are unreasonable for us to prevent release us from adhering to the obligations entered whilst they last and for their consequences, and extend the execution period as appropriate.

Cancellation

If partial or complete deliveries are cancelled by the customer, the customer is obliged to pay a charge for the costs incurred totaling the own costs whilst considering the production and storage status related to the orders in question.

Warranty

The warranty period is 24 months if no special warranty period is agreed for individual items and refers to material and manufacturing faults.

We only recognize notices of defects that are provided within 8 days of the service being provided and at the latest 14 days in writing. The manufacturer's warranty will be void if it is found that the maintenance, disinfection and inspection instructions have not been followed according to the operating instructions, the device has been damaged by force or operating error, or has been used in any way contrary to the operating instructions and safety instructions. The warranty will also be void if original Biegler materials were not used as replacement parts, or measures for repair were undertaken by persons not authorized by the manufacturer or supplier.

If the manufacturer is required to meet a warranty claim, the customer shall bear the costs and risks of transport of the device from and to the place of use.

Damages

The manufacturer and/or supplier shall under no circumstances assume liability for slight negligence. Compensation for lost earnings and profits is likewise excluded.

Payment and retention of title

If the payment is delayed we are entitled to charge default interest totaling 5% above the currently applicable basic interest rate (as per 1. Euro-JuBeG BGBl. I No. 125/1998) which comes into force in place of the discount rate of the Austrian National Bank. The goods delivered remain our property until they are paid in full.

Insolvency

If there is a key worsening of the client's asset relationship or this becomes known later we are entitled to make further execution of our deliveries/services dependent on the provision of appropriate securities.

Complaints outside the warranty period

The buyer is obliged to pass on any notice of defects to Biegler.

Sales records

The buyer is obliged to keep comprehensive records on the medical products delivered. They must contain adequate information to allow a complete and fast withdrawal of the medical products from the market. The buyer must store all records for at least 13 years from the date of the transfer protocol.

Recall

The buyer is obliged to provide its sales records to Biegler if there is a recall. These records must contain the device's serial number, customer's name and address and the date the device was set up.

Jurisdiction and law

The contract is subject to Austrian law excluding the transmission standards. The application of the UN UNCITRAL Convention on Contracts for the Internal Sale of Goods is excluded.

Responsible court: Vienna, city centre regional court

Other

Biegler reserves the right to make changes to the sales and delivery terms at any time.