

Terms and Conditions (GTC) Delivery and payment terms Valid for export

1. General:

The following conditions built the foundation for all our offers and orders. Adaptations or different terms of purchase apply only if confirmed by us in written form. In the case of the ineffectiveness of some of these terms and conditions this does not affect the validity of the others.

2. Offers:

Our offers are subject to change until confirmed of the seller. Verbal agreements require our written confirmation.

3. Prices:

Prices according to our price lists and / or offers are always in EURO ex works Neukirchen a. d. Vöckla excluding packaging. If the product requires packaging, we are entitled to charge it. We hold the right altering prices.

4. Deliveries:

Prices are ex works. Freight costs can be found in the offer or the order confirmation. Commissions are not packaged device by device.

Freight charges for individual deliveries of bulky goods (such as slides, horizontal climbing or assembled playground equipment) and low value of goods (such as stockade, timbers for self-assembly, snow fences) are charged separately. The transport is at the buyer's risk. We cannot be held liable for transport damage. Transport damage must be reported immediately upon acceptance to the carrier (freight forwarder) for verification. Only then can substitute claims be made to the transport company. We are happy to assist you in the settlement of claims if you report the damage within 3 days.

5. Warranty and liability:

Missing parts that cannot be detected immediately upon receipt must be reported to us within 3 days after the delivery. Our product liability extends to flawless and durable construction. Furthermore, we are liable for damages and errors in the components and objects supplied by us. However, compensation claims remain limited to individual defective parts. Product claims that can be derived from provisions other than the Product Liability Act are excluded. Improper treatment or faulty installations release us from the warranty obligation. For violations of the play equipment standard EN 1176 resulting from such faulty installations we are also not liable.

The contractual payment deadlines shall also be observed if a notice of defects has proven to be justified to an insignificant extent. Even if the complaint is justified, the buyer may only retain the part of the purchase price which corresponds to the adequate costs of correcting the defect.

6. Place of fulfilment and jurisdiction:

It applies A-4872 Neukirchen a. d. Vöckla, district Vöcklabruck, as place of fulfilment. Place of jurisdiction is the relevant court for A-4840 Vöcklabruck. Substantive Austrian law applies. The UN Convention on Contracts for the International Sale of Goods is not applicable.

For business partners outside the EU, Switzerland and Liechtenstein: Any dispute arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with this Order. Language of arbitration is German, place of arbitration is Neukirchen an der Vöckla, Austria.

7. Terms of payment:

Unless otherwise agreed, payment can take place within 10 days with 2% discount or fully within 30 days, calculated from date of the invoice. If the agreed payment period is exceeded, we are entitled to charge default interest of 6% p.a. higher than the applicable bank rate of the national bank.

The right of retention and the right of compensation for claims other than undisputed or legally enforceable are excluded. In the case of late payment, the right of withdrawal is also applicable in the case of deferment of the purchase or work price.

8. Warranty:

Our products come with a three-year warranty regarding function and durability. Vandalism and force majeure are excluded. For moving parts, we give a two-year warranty. We give a ten-year warranty against rot and fungal infestation on wood processed by us. Products in the OBRA DURAMO product group come with a 15-year warranty regarding posts, platforms, all plastic parts, swing beams, and stainless-steel elements. Excluded are salt-resistant fungi, and insufficient maintenance especially of horizontal parts. The warranty does not cover consequential damages. Wood is a living resource that constantly changes through absorbing and releasing water. This might lead to cracks in the wood, which are not a cause for warranty claims. Warranty claims are limited to individual defective parts, and do not include required hours of work. There are no other warranty claims.

9. Retention of title:

The delivered goods remain our property until the buyer has paid all claims from the business relationship. The goods must be secured against fire, theft and spoilage. Pledging or a bill of sale to third parties is inadmissible. As long as the retention of title exists, resale is only permitted in the proper course of business. In the case of resale, the buyer must be informed of the existing retention of title and the resale must be made in such a way, that the retention of title in our favours still remains even after the resale.

10. Design changes:

We reserve the right to make design changes and improvements. Therefore, catalog illustrations and supplied equipment may sometimes differ.