



**AMES**  
www.ames.aero

## **General Terms and Conditions**

### **1. Scope**

All contracts, offers or any other form of agreement or arrangements with AMES for the delivery of goods and services are governed by these General Terms and Conditions. Changes to or omissions in part or in total of these General Terms and Conditions are only valid in writing and upon signature of AMES.

### **2. Contract Conclusion**

Our commercial offers are non-binding. Changes, variations or additions to any contract or offer have to be in writing. Any verbal communication or agreement between the parties is only valid and binding upon implementation into a written document and the signature of all parties involved. If the acceptance of a commercial offer includes changes to the original offer, those changes are deemed to be accepted if the other party fails to state their disagreement without any delay.

Commercial offers to AMES are binding for a minimum period of 8 days starting from the date of receipt.

The main sources for the interpretation of an agreement between the parties are the signed contract including any Annexes or Amendments and the General Terms and Conditions.

### **3. Charges and Fees**

In case of changes to the cost basis of any calculated prices due to changes in raw materials, costs for energy, in the respective Collective Agreement or changes in the company pay-roll or any other changes in costs relevant to the calculation of prices, charges or fees, AMES is entitled to adjust (increase or decrease) the prices, charges or fees accordingly.

Additional work required due to circumstances not in the influence of AMES like governmental or regulatory requirements will be charged according to the increased work package.

### **4. Invoicing, Payment and Interest for Default**

AMES is entitled to invoice partial statements or final statements as appropriate including the applicable tax. All invoices issued shall be due for payment within 14 days of the receipt of the original invoice. Payments shall be made without deduction in Euro by bank transfer and received as cleared funds.

For late payments an interest rate of 9% per year will be charged for each day. In addition for the handling of late payments a half yearly administration fee of 70 Euro will apply and for each notice to pay 30 Euro handling fee will be charged. Additional costs for the recovery of late payments may be charged for collection procedures or legal fees as required.

### **5. Cancellation of Contract**

In addition to the contractual and legal early termination reasons a default of acceptance of services and goods provided by AMES or a cancellation of services provided to AMES for a period of more than three month, entitles AMES to immediately terminate the contract. In case of termination AMES is entitled to charge all fees and charges for the services or goods provided up to the date of termination and in addition 60% of the open (non executed) contract value.

In case of late payments, AMES has the option to stop its services or the delivery of goods, may ask for additional securities or may agree to a new payment schedule as deemed to be appropriate.

In case of an early termination without reason by the other party, AMES has the option to enforce the contract or to agree on the termination. In case the contract is terminated by acceptance of AMES, AMES is entitled to charge all fees and charges for the services or goods provided up to the date of termination and in addition 60% of the open (non executed) contract value.

In case of an early termination with a proper reason by the other party, AMES is only entitled to charge all fees and charges for the services or goods provided up to the date of termination.

Any termination notice has to be given in writing.



## **6. Title Retention**

All products, documents, drawings and calculation reports are handed over under the reservation of proprietary rights and remain the property of AMES until full and final payment. AMES is entitled to reclaim all delivered products and supporting documents.

Any risk of loss or damage lies with the party in possession of the goods or products and AMES has to be held harmless in case of loss or damage.

## **7. Compensation**

Any form of compensation or counter claim against AMES is excluded and can only be accepted in form of a written consent by AMES.

Any assignment of claims against AMES can only be executed under a written consent of AMES.

## **8. Copyright**

All products, documents, drawings and calculation reports are proprietary information of AMES and can only be used according the respective agreement or contract, after full and final payment.

AMES may use all collected data and information during order processing without any limits.

## **9. Retention Period**

AMES is liable to retain all original documents, drawings and calculation reports for a period of 7 years after the completion of an order. AMES will provide copies of these documents upon request and compensation of costs. If AMES decides to provide the original documents, drawings and calculation reports to the customer, AMES is released from any related liability.

## **10. Retaining Lien**

In case of a warrantable claim only a related portion of the open payments can be retained by customer.

## **11. Delay of Payment**

If an installment plan is agreed upon and a late payment occurs, AMES is entitled -without giving any further notice - to declare all open amounts due.

## **12. Warranty**

Any warranty claim has to be in writing and has to include the reason why the product or service is not within the specified definitions or limits. AMES shall have the choice of correcting such deficiency or error within an agreed time limit, or providing an adequate refund or price reduction. Any additional compensation can only be claimed if AMES has not corrected the error within the agreed time frame.

The warranty claim has to be filed at delivery or at the latest 3 working days after customer has been aware of the error or deficiency. Any delay in giving notice of a warranty claim to AMES is regarded as a full and final acceptance of the goods and services.

## **13. Indemnity**

Any indemnity provided by AMES is limited to cases of gross negligence or willful misconduct. The burden of proof lies with the customer. Any claim has to be filed within a period of 2 years after the date of delivery of services and goods.

AMES drawings and calculations can only be executed after their approval by the competent authority and the final release of AMES. In case of an execution of drawings or calculations without these proper approvals, AMES has to be indemnified and held harmless for any liabilities, damages, penalties or losses by customer.



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#### **14. Governing Law**

All contracts, agreements and arrangements of AMES are governed by the laws of Austria. Any dispute falls under the jurisdiction of the competent court in Graz, Austria.

#### **15. Place of Performance**

Place of performance is the Headquarter of AMES, 8120 Peggau, Grazerstrasse 20a, AUSTRIA

#### **16. Changes in Contact Details**

AMES has to be informed without any delay of any changes regarding the business address of the Customer, or changes to the place of delivery for services and goods. In cases where AMES is not informed about such changes in a timely manner, deliveries and notices to the former address are deemed to be correct.

#### **17. Severability Clause**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- a. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- b. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

Peggau, August 2013