

# M I C R O S - General Terms and Conditions – M I C R O S

of company MICROS Produktions- und Handelsges.m.b.H.,  
1120 Vienna /AUSTRIA, Breitenfurter Strasse 38

## 1. Preface

Company MICROS Produktions- und HandelsgmbH performs her services based solely on her general terms and conditions. All offers are subject to change. Company MICROS Produktions- und HandelsgmbH reserves the right to refrain from delivery in case of unavailability of the goods.

## 2. Conclusion of a contract

A customer's offer to enter a contract requires an order confirmation from MICROS. The sending of the goods ordered by the customer also brings about the conclusion of a contract. If we receive an offer, the tenderer is bound to this offer for an adequate period of time, at least however for 14 days from receipt of the offer.

## 3. Price

All our prices are calculated **excluding VAT**, unless otherwise expressly mentioned.

## 4. Reservation of title

All our goods are delivered subject to reservation of title and remain our property until receipt of complete payment.

## 5. Payment terms

Failing an agreement to the contrary, our claims are subject to matching payment with physical delivery by way of bank transfer. Trade discounts require a separate agreement. In case of delay of payment or part payment, any agreements about discounts become invalid. Payments are considered settled only after arriving in our business account.

In case of delay of payment we are entitled to demand either the compensation of the actually incurred damage or default interest according to the legal rate.

## 6. Shipping costs

Shipping costs have to be paid by the buyer. In case of reshipment due to wrong delivery, a customer complaint or cancellation company MICROS Produktions- und HandelsgmbH bears the shipping costs. This applies also to guarantee performances.

## 7. Buyer's obligation to cooperate

Directly after receipt of goods the buyer is bound to check for transport damage or other visible, easily detectable damage. Transport damage must immediately be complained about to the freight forwarder concerned. Any damage has to be reported to company MICROS Produktions- und HandelsgmbH within 14 days after delivery. If the buyer fails to do so, company MICROS Produktions- und HandelsgmbH is not obligated to repair any damage free of charge.

## 8. Right of withdrawal

Commercial customers have no right of withdrawal. Private customers are allowed to cancel the order within 14 days of receipt of the goods. In this case the customer has to pay shipping costs for the reshipment if the total value of the order does not exceed Euro 100, unless the delivered goods do not correspond with the ordered goods. Cancellation is only possible on the condition that the goods are still unused and in original packing. If alterations have been made or traces of usage are discernible or if the goods are in bad repair, company MICROS Produktions- und HandelsgmbH has the right to decline cancellation.

## 9. Cancellation of a contract

In case of default of acceptance or other relevant reasons like bankruptcy or insolvency of the customer, as

well as delay in payment, we have the right to cancel the contract provided that it has not been fulfilled completely by both parties. In case of cancellation due to customer's fault we are entitled to either a fixed compensation of 15% of the net invoice amount or to demand compensation of the actually incurred damage. In case of delay of payment we are absolved from further performance and delivery obligations.

## 10. Period of delivery

We are bound to perform our services only when the customer has fulfilled his obligations which are necessary for execution. We are entitled to exceed agreed upon dates and delivery times up to 1 week.

## 11. Product liability

Claims for compensation in terms of § 12 Product Liability Act are excluded, unless the person seeking recourse can prove that the fault lies with us and was caused due to gross negligence.

## 12. Warranty

### *Warranty Duration:*

MICROS provides a 3 years warranty on MICROS products against defects in material and / or workmanship on the instrument from the date of original purchase to the original purchaser. Warranty of MICROS products extends to the original purchaser of the product and is not transferable. The warranty on electronic parts is 1 year.

### *Proof of identity:*

All defective products sent in for replacement must include a copy of the original purchase invoice / receipt. Product not including invoice / receipt will be returned to the customer at customer's expense.

### *Warranty Coverage:*

MICROS will repair or replace, at its option, any instrument which under normal conditions of use and service proves to be defective in material or workmanship. No charge will be made for labour or parts with respect to defects covered by this warranty, provided that the work is done by MICROS. This warranty does not cover expenses incurred in the removal or reinstallation of any instrument or instruments, whether or not proven defective. Replacement or repairs furnished under this warranty are subject to the same terms and conditions of the original warranty. Exceptions:

Specifically excluded from this warranty are failures caused by abuse, neglect, misuse, improper operation, normal wear, accident, improper maintenance or modification. This warranty does not cover repair or replacement where normal use has exhausted the life of a part or instrument. All mechanical devices need periodic parts replacement and service to perform well. In no event shall MICROS be liable for incidental or consequential damages.

## 13. Foreign shipment

Goods that have been delivered to Non-EU-Countries (except for Switzerland) can not be returned, unless grave defects are ascertained on the goods. The customary import sales tax, custom duties and all other costs for importation have to be paid by the buyer.

## 14. Place of execution and legal venue

Place of execution and legal venue is Vienna/Austria. Austrian law is applicable, the parties therefore agree upon Austrian jurisdiction.