



General Terms and Conditions (GTC)

Status: June 2025 – Subject to change without notice

1. Scope of Application

1.1 These General Terms and Conditions (GTC) apply to all business transactions with entrepreneurs as defined in §1 of the Austrian Commercial Code (UGB) which lead to offers, deliveries, or services by GIBA Handels GmbH (hereinafter referred to as the “Seller”). Any deviating or contrary terms and conditions of the Buyer are hereby expressly rejected and shall not become part of the contract, unless expressly accepted in writing by the Seller.

1.2 All offers made by the Seller are non-binding. A contract becomes effective only upon written order confirmation by the Seller and delivery of the goods at the agreed place of performance.

2. Prices

2.1 All prices are net ex works plus statutory VAT, unless otherwise agreed.

2.2 The Seller is entitled to reasonably adjust agreed prices if the delivery period exceeds two months and unforeseeable and non-avoidable changes in procurement or production costs occur after order confirmation and before delivery.

3. Payment – Default

3.1 Payments are due without deduction upon delivery and invoicing, unless otherwise agreed in writing.

3.2 In the event of delayed payment, the Seller is entitled to charge default interest of 9.2 percentage points above the base interest rate (EURIBOR) and a lump sum of €40 per reminder.

3.3 Offsetting against claims from other transactions is only permitted with the explicit written consent of the Seller.

4. Delivery and Delay in Acceptance

4.1 Delivery dates are non-binding unless expressly confirmed in writing as binding deadlines. The Seller may make partial and/or early deliveries.

4.2 If delivery is delayed due to force majeure (e.g., strikes, war, pandemics, or other unforeseen and unavoidable events), the delivery date shall be postponed accordingly. If the hindrance lasts more than 3 months, both parties may withdraw from the contract.

4.3 Withdrawal due to delay caused by the Seller is only possible after a written reminder and setting a grace period of at least 14 working days. Services already rendered will be invoiced.

4.4 If delivery is delayed at the request of the Buyer, the delivery is deemed timely. Storage is at the Buyer's expense and risk, and payment is due immediately.

5. Transport and Transfer of Risk

5.1 Unless otherwise agreed, delivery is ex works at the Buyer's risk and expense, even if transport is arranged by the Seller.

5.2 The Incoterms® 2020 shall apply to all transport-related provisions.

5.3 Returns shall be at the sender's risk and expense, unless otherwise agreed in writing.

6. Excess or Short Delivery

Deliveries may deviate by up to 10% due to production, packaging or transportation conditions and are deemed acceptable.

7. Retention of Title

7.1 Delivered goods remain the property of the Seller until full payment of all claims arising from the specific contractual relationship. This also applies if individual claims are included in a current account.

7.2 The Buyer may resell or process the goods in the ordinary course of business. The Seller acquires co-ownership of the new items in proportion to the value of the unpaid goods.

7.3 In case of default, the Seller may withdraw from the contract and reclaim the goods. The Buyer is obliged to return the goods and grants the Seller access for recovery.

7.4 The recovery of goods does not constitute a withdrawal from the contract unless explicitly declared in writing.

8. Warranty

8.1 Warranty is provided only for goods handled properly and for proven defects due to faulty execution, valid for one year from delivery.

8.2 The Buyer shall inspect the goods for defects immediately upon receipt and notify the Seller of any visible defects within 5 days.

8.3 The Seller shall remedy defects within a reasonable grace period, either by repair or replacement, at the Seller's discretion.

8.4 A material defect exists only if the product deviates from the agreed specification. No warranty is given for the Buyer's application results.

8.5 Unauthorized manipulation releases the Seller from warranty unless the Buyer proves the defect was unrelated.

8.6 If warranty performance is impossible, only return of goods is possible – no replacement or damages. Return shipping costs remain with the Buyer.

8.7 Warranty claims are excluded for prototypes, samples, or minor deviations.

8.8 Warranty claims expire after the guaranteed shelf life. A replacement does not restart the warranty period.

8.9 If no defect is found, inspection and return costs will be charged to the Buyer.

9. Liability

9.1 The Seller is liable for slight negligence only in the event of breach of essential contractual obligations, limited to foreseeable, typical damages.

9.2 If the damage is caused by non-executive agents of the Seller acting grossly negligent, liability is also limited to typical damages.

9.3 Damage claims expire after 2 years from knowledge, or after 3 years from the damaging event at the latest. This does not apply to intent, fraud, or injury to life, body, or health.

9.4 The above limitations apply to all claims, regardless of legal basis, unless based on the Product Liability Act or specific guarantees.

10. Technical Advice and Data Protection

10.1 Technical documents are the intellectual property of the Seller and may only be used internally by the Buyer. Duplication or sharing requires written consent.

10.2 Technical advice by Seller's personnel is provided in good faith and is non-binding.

10.3 The Buyer remains responsible for implementing advice. No liability is assumed.

10.4 Personal data is processed solely for the performance of the contract in accordance with Art. 6(1)(b) GDPR. See our privacy policy for details.

11. Miscellaneous

11.1 Oral side agreements do not exist. Amendments require written form, including a waiver of this requirement.

11.2 Failure to assert rights does not constitute a waiver.

11.3 Assignment of claims requires prior written consent of the other party.

11.4 If a clause is invalid, the remainder of the contract remains unaffected.

11.5 Austrian substantive law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

11.6 Exclusive place of jurisdiction is Wiener Neustadt. The Seller may also sue at the Buyer's place of business.