

As of January 2023

1) GENERAL

The following terms of delivery and payment are part of all delivery contracts of Softsolution GmbH. They are also valid for follow-up business and exclude any terms and conditions of the contract partner. If the BUYER has general terms and conditions, which he would like to make part of this contract, these must be communicated with the request for quotation. Such terms and conditions have to be confirmed by Softsolution GmbH in written form. If there is no written confirmation from Softsolution GmbH, the terms and conditions of Softsolution GmbH are valid.

Softsolution GmbH objects to any additional or different terms, whether material or not, contained in any manner in the response, acknowledgement or confirmation of this agreement. Softsolution GmbH makes no implied warranties of merchantability or fitness for a particular purpose with respect to the products and services offered for sale, except those expressly contained herein. The agreement is considered accepted and a binding contract is formed when an order is issued and the deposit is received and the acceptance of the order is confirmed in writing by Softsolution GmbH.

2) PRICE

All prices are in € (EURO) excluding the statutory VAT

- Deliveries within Austria: 20% VAT
- Deliveries within the EU to entrepreneurs with UID-NR: 0% VAT
- Deliveries to non EU countries: 0% VAT

3) INSTALLATION

Unless stated separately in the offer, installation and training costs as well as travel expenses are not included and will be charged at the applicable hourly rates or according to actual costs. Travel costs include e.g. travel time, mileage and/or airfare, airport parking fees, accommodation costs, statutory diets, rental car, train or cab fares, Covid test, etc. Surcharge Saturdays 50%, for Sundays and holidays 100% - these apply to both working and travel time, with a 10% handling charge added.

The flat rate installation costs assume that the customer ensures that the installation team of Softsolution GmbH will work as uninterrupted as possible. If for technical reasons (e.g. breakdown of a production line at the customer's site) a continuous installation and thus a completion is not possible within the given time frame, Softsolution GmbH reserves the right to charge separately for the extension of the installation time after consultation with the customer. Provided personnel and efforts on the part of the customer are not included in the offered installation costs and are also not the responsibility of Softsolution GmbH.

4) DELIVERY

Deliveries will be made at the time and in the manner specified by Softsolution Ltd. Delivery times and methods are subject to and dependent upon strikes, labor difficulties, riots, civil disturbances, war, fire, delays or failures of carriers, failure or limitation of Softsolution GmbH's usual sources of supply, governmental orders or directives, or, without limiting the foregoing, and other delays beyond Softsolution GmbH's reasonable control. Softsolution GmbH is not liable for any loss or damage arising therefrom. Softsolution GmbH has the right, in the event of any of the above contingencies, at its sole discretion, to refund all monies paid to date and to terminate this Agreement or any part thereof without additional liability.

The system is ready for delivery to Softsolution GmbH in Austria approximately twelve (12) weeks after order confirmation by Softsolution GmbH, receipt of deposit and clarification of all technical issues. However, this may vary depending on the order backlog at the time of order receipt.

5) TERMS OF PAYMENT

see offer and/or following details

- Down payment invoice
Only after receipt of the down payment the project starts at Softsolution GmbH. From this moment of receipt of payment the promised readiness for delivery starts.
- Delivery invoice
Payment term "on delivery" is understood with the declaration of readiness for delivery on the part of the contractor; release for shipment takes place after receipt of the delivery invoice.
- Final invoice
The final invoice is due after installation and acceptance; at the latest, however, thirty (30) days after installation or ninety (90) days after declaration of readiness for delivery, provided that there are no acceptance-relevant points that refer to the contractual product of Softsolution GmbH.

6) LICENSE AGREEMENT FOR THE SOFTWARE LINESCANNER, CULLETSKANNER, VIRTUALDIGITIZING

The licensee has read the license agreement from the homepage <http://www.glassquality.com> → Customer Support → Service and Update Agreements, has taken note of it and accepted it in full.

7) RETENTION OF TITLE

The terms and conditions from the GTCs of the company Softsolution GmbH from the homepage <http://www.glassquality.com> → Customer Support → General Terms and Conditions, chapter 7, apply.

8) COSTS AND TRANSFER OF RISK TO THE PURCHASER

according to Incoterm in the respective valid version, in our order confirmation.

9) WARRANTY

12 months (except wear parts).

Warranty period for UPS (uninterruptible power supply) is generally limited to 12 months. This is reduced to 6 months in case of a deep charge of those. Furthermore the conditions from the general terms and conditions of the company Softsolution GmbH - chapter 8 are valid.

10) REBUKE

All technical details for the production process are defined in the respective product description. Complaints can only be made based on a discrepancy between product description and reality itself. Otherwise, complaints are excluded.

Furthermore the conditions from the general terms and conditions of the company Softsolution GmbH - chapter 8 are valid.

11) APPLICABLE LAW

The conditions from the general terms and conditions of the company Softsolution GmbH - chapter 16 are valid.

12) PLACE OF FULFILLMENT AND JURISDICTION

Company headquarters: Im Vogelsang 18, 3340 Waidhofen/Ybbs – AUSTRIA
Register court & register number: Landesgericht St. Pölten/Austria 198 342 f

13) BANKRUPTCY/INSOLVENCY

In case of bankruptcy or insolvency Softsolution GmbH is entitled to buy back the delivered goods in whole or in part, as far as payment has already been made. In all other cases point 8. reservation of proprietary rights is valid.

14) MISCELLANEOUS

If the installation or commissioning of the system by the purchaser or a third party is delayed, the final payment/final invoice of the purchase price is due no later than ninety (90) days after the declaration of readiness for delivery.

Prerequisite for an installation by Softsolution Ltd. is the receipt of down payment and delivery invoice.

In general, all expenses of monetary transactions, transport costs, installation and training costs, as well as taxes and import duties are to be borne by the customer, unless a lump sum has been agreed upon. In case of non-payment within the agreed deadlines, interest on arrears shall accrue from that date at the rate of twelve percent (12%) per annum. The BUYER is obligated to provide Softsolution GmbH with all documents and financial statements that are necessary in the sole discretion of Softsolution GmbH to complete the lien or security interest of Softsolution GmbH for the unpaid balance of the purchase price.

The general terms and conditions of Softsolution GmbH,
<http://www.glassquality.com> → Customer Service → General Terms and Conditions apply.