

general terms and conditions

completion of a contract

The contract will be concluded if the seller sends a written confirmation after receipt of the order. Changes and completions of the contract require the written confirmation of the seller to their validity. The offers of the seller are valid subject to alteration. Leaving prior sale.

leaflets and other documents

The details contained in catalogues, leaflets, circulars, advertisements, illustrations and price lists on weights, measures, prices, performances and like that are only authoritative, if it is particularly referred to them in the order confirmation.

delivery period

For lack of a divergent agreement the delivery period starts with the latest of the following times:

- a) date of the order confirmation
- b) date of the fulfilment of all technical, business and financial prerequisites being incumbent the buyer;
- c) date on which the seller receives a deposit to be made before delivery of the product.

If the seller has been responsible for a delay in delivery, then the buyer will be able to either demand fulfilment or explain the resignation of the contract under fixing an adequate deadline for fulfilment of the contract. It has to be correspondingly taken into account in the case of special models at the assessment of the extension that the seller may not be able to use already processed parts elsewhere.

If the delivery is delayed caused by a circumstance occurred on the part of the seller which represents a relief reason, then an adequate prolongation of the delivery period will be granted.

price

The prices are valid ex works provided that they are not agreed separately in writing.

The agreed selling price increases, as far as there are increases of prices at own products, the material, wages or other costs or the costs of merchandise or other costs increase. Also additional costs for changing in equipment to comply with mandatory legal requirements are to consider accordingly.

payment

The payment has to be effected according to the conditions of payment. The delivered goods remain property of Regent Pflugfabrik GmbH until full payment. Only those payments possess validity, which effect directly to the seller. The seller is authorized to charge incoming payments on older deliveries even if there are other instructions issued by the payer. Cash discount deductions require that older outstanding debts are settled in advance.

The buyer is not allowed to detain payments on account of warranty claims or other counterclaims which are not accepted by the seller. If the buyer is in default with an agreed payment or other benefits, the seller will be able to insist either on completion of the contract and

- a) defer the fulfilment of own commitments upon completion of outstanding debts or other benefits,
- b) engage an appropriate delivery date
- c) invoice the whole outstanding rest of the purchase price (payment target shall be deemed to have been missed).

At an acceptance of a bill of exchange the seller will be authorized, regardless of payment date, to immediately assert his demands judicially, if the financial standing of the drawee doesn't provide enough security for the payment of the note.

If the seller receives an unfavourable information about the buyer's borrowing capacity by a reliable authority, he will be allowed to assert the whole outstanding purchase price, unless the buyer is able to verify that this information is not in accordance with the facts. At changing of ownership, business or trade name the maturity of the whole purchase price becomes effective without notice of default.

warranty

the seller extends warranty in the below-mentioned amount:

The warranty is issued for the initial buyer for the correctness of the delivery item corresponding the state of the technology and the solidity of the construction and of the materials during the duration of a year at one-shift-operation and 6 months at a multilayered-shift-operation starting from delivery. The warranty can not be given for ploughs and machines which have been used for stronger tractors as scheduled by the seller.

The warranty effects in the form, that parts which have been damaged or unusable verifiable as a result of faulty construction, unsound materials or bad workmanship will either be repaired or replaced at the seller's choice after their carriage free delivery to the factory.

The expended wages and costs for the demounting and fitting have to be borne by the buyer. All further claims to redhibitory action, reduction, compensation delivery, or to replacement of direct and indirect damages in any form are rejected.

The seller extends no warranty or liability for parts which are not self-made by the seller. Warranty claims will only be taken into consideration if they are asserted within 8 days after notice of the fault. The warranty won't be guaranteed, if the instruction for the treatment of the delivery item (operator's manual) is not observed.

The guarantee excludes:

Natural wear or damage caused by negligence, improper treatment or use of extra equipments, work equipment, which have neither been obtained nor recommended particularly in writing by the seller.

The guarantee expires:

- a) if the delivery item was changed by the buyer or third side without a previous approval of the seller or mending work was carried out.
- b) in the case of a resale within the guarantee period
- c) if the buyer got behind schedule with payments or did not fulfil his duties.

It is prerequisite for the claims on a guarantee that the buyer meets his contractual obligations. A prolongation of the liability obligation does not occur because of a defect remedying.

relief reasons

Following circumstances are regarded as relief reasons, if they appear after conclusion of the contract and stand in the way of the fulfilment of the contract. Industrial disputes and all circumstances independent of the party will, like e.g. fire, mobilization, confiscation, embargo, a lack of means of transport, general lack of supply goods, restriction of the energy supply unencumbered of the enterprise.

place of jurisdiction, applicable right, place of performance

Place of jurisdiction for all disputes indirectly or immediately arising from the contract is the relevantly responsible court in Vöcklabruck or Wels. The seller also can, however, call another court responsible for the buyer. Austrian law is regarded as an applicable right. Place of performance is Attnang-Puchheim.

changes

We reserve the right to carry out product changes in the design or in the technical area which serve improving quality of a product without advance notice. Errors in description and price are excepted.