

General purchase terms and conditions

List General Contractor GmbH, List-Strasse 1, 2822 Bad Erlach, Austria



1. List General Contractor GmbH - hereinafter shortly referred to as List - purchases, rents, leases, and concludes contracts for work and services on the following purchase terms and conditions only.
Sales conditions, if any, of List's contractual partners shall not be binding even if List has not expressly rejected their application. In order to be valid, orally agreed changes to, or amendments of, the present contract must be confirmed in writing by List. The contractor shall be liable regarding registered designs.- The contracting partner's acceptance of the order implies the acceptance of these purchase terms and conditions.
List's order is subject to acceptance without qualifications on the part of the contractor. List does not accept amendments or written changes hereof.
2. Contracts result from List's acceptance of the declaration of intent. Therefore, a written confirmation is not required.
Agreements entered into by and between contractors and List's employees enter into effect subject to the consent of List's Management only. List shall be free to accept or reject legal transactions procured by their employees. Non-acceptance is communicated to the business partner within a period of two weeks. Therefore, a contract procured shall be basically regarded as not having entered into legal effect.
3. Supplier warrants that the products supplied to List are of the agreed and at least of merchantable quality. The contracting partner's information regarding quality, dimensions and analysis are binding and must be observed at any rate.
4. Announced dates of delivery shall be deemed fixed dates of delivery, even if no fixed business has been agreed upon. In case of a delay of delivery of more than one week List is entitled to at first stipulate an extension of no more than one week and then to rescind from the contract. Contractor is charged with any costs incurred to List.
5. List is free to determine the type of dispatch of goods ordered and the means of transportation to be used. Unless otherwise agreed upon, deliveries are to be made, and services are to be rendered, free location of List.
6. Even if no special mention is made thereof, List's orders are all based on the Ö-Norm standards and EU standards relevant for the product at issue.
7. Prices, wages and other compensation the contracting partner has informed List of shall be deemed fixed upon acceptance by List.
8. The contracting partner's payables shall become due once the product or work ordered has been delivered completely and free of defects and once an invoice in line with the agreed terms and conditions has been submitted.
9. Unless otherwise agreed upon, contracting partners' invoices become due within 60 days after their submission. List shall be entitled to deduct a cash discount of 3% on all invoices paid within 30 days after their submission. Partial invoices and down-payments do not constitute preliminary acceptance of products. Partial invoice amounts are reduced by a 10% retention bond.
10. In case of the contracting partner's delay in delivery, List is entitled to withhold partial payments till the point of time complete delivery has been effected.
11. The contractual partner warrants for a period 18/60 months (starting with the handing over free of defects of the construction object for guarantee operations by ordering party) that the product delivered is free of defects, has the stipulated and usually assumed properties and is suited for the intended purpose without qualifications (object-suitable).
A retention bond of 5%/10% is withheld for 18/60 months which, however, can be paid out if a bank guarantee is posted.
The contractor must bear any damage it has caused that exceeds the value of the retention bond.
After completion of a project, List will combine and summarize incurred costs related to dirt, waste and general structural damages that cannot be directly attributed to, assigned to and charged to individual contractors for this project. List will assign these costs (e.g. costs for cleaning, waste removal, waste disposal costs, legally required recycling cost, repair of structural damages etc.) on a percentage basis (based on the final total contract sum) to all project contractors. The contracted company is obligated to pay for these costs without causing damages or taking any legal action against List.
The contractor vests List with the rights to be granted by the producer of a work to the user under the terms of the act governing the protection of consumers.
If defects become manifest during the guarantee period, List shall be entitled to choose between improvement, supply of the missing part, price reduction, exchange of defective product against a product free of defects, or rescission from the contract. In case of the contractual partner's delay, it undertakes to pay to List liquidated damages of the size of 1% of the order sum for each day of delay.
12. The contractual relationship shall be governed by Austrian substantive law, excluding the application of the "UN Convention on Contracts for the International Sale of Goods". List and the contractual partner agree to have disputes arising out of or in connection with the present agreement settled by a court of law. The venue shall be Wiener Neustadt.
13. Rescission from the contract:
Rescission from the present contract, or cancellation of the order, is possible without any costs accruing for List, if,
 - a) bankruptcy or compensation proceedings have been opened regarding the contractor's or supplier's assets;
 - b) the contract entered into by and between the ordering party and List is rescinded without List's fault - this shall also result in a rescission of the contract with the contractor.
In the event of a premature termination of the contract, the work performed shall be mutually offset and the balance settled in accordance with the payment agreement and the calculation documents submitted.
14. The contractor agrees to make a sample available. In case an order is placed thereupon, such sample will not be invoiced. If no order is placed, the contractor is free to collect such sample.
15. Start of production:
In case of object-related products, contractor shall inform List in writing of the start of production. Up to such point of time requests for changes must be accepted.
16. Data protection:
All data and information provided in connection with the present handling of the order are subject to the relevant data protection act.
17. Assignment:
The invoice amount must not be assigned without List's written consent. List deducts 1% of the invoice amount for additional administrative expenses for assigned invoices.