

Allgemeine Geschäftsbedingungen der Gasoline Oil Company GmbH (Stand 2018)

1. Scope

(a) For all deliveries and services of the seller from current and future business deals, the following conditions apply exclusively, unless otherwise agreed in writing. Other terms and conditions of the buyer or contractor are expressly contradicted. These terms and conditions are recognized as authoritative by the order placement.

(b) The invalidity of one or more of the following provisions or individual contractual agreements shall not affect the validity of the remaining provisions.

2. Conclusion of contract

(a) Offers by the seller (including pro forma invoices) are subject to change without notice. They include the request of the buyer to submit an offer. Orders of the buyer are binding for him. The invoice is deemed to be an order confirmation, unless otherwise confirmed in writing by the seller he follows. The buyer acknowledges that according to § 3 KSchG (front door business) and § 5 KSchG (distance selling contract) for deliveries of goods the seller has no right of withdrawal. In the case of unjustified refusal of acceptance, the orderer bears the freight, shipping and handling costs laid out by the seller. A refusal of acceptance will be considered as justified only if the buyer already officially canceled it before the shipment of the goods. If the goods are already on the way, any refusal of acceptance is unjustified.

(b) The buyer can call, print and save these terms and [conditions](http://www.gasoline-oil.com) before [concluding the](http://www.gasoline-oil.com) contract at www.gasoline-oil.com a . Subsequently, contract information can be requested at any time from the seller. It is up to the Gasoline Oil Company GmbH not to approve the deals initiated by their representatives transactions. Such a case must be notified to the customer within 3 weeks; The legal transaction initiated with him is then considered to have failed to materialize from the outset.

(c) The order processing and accounting usually take place by e-mail. The customer must ensure that the e-mail address provided by him is correct, so that the e-mails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all emails sent by the seller or by third parties commissioned with the order processing can be delivered

3. Quality, delivery quantities, prices, deliveries

(a) The seller owes only products of commercial quality. For the nature of the purchased item, the written description in the purchase contract, in the sales confirmation or in the delivery note is authoritative. Qualitätsmerkmale of samples or patterns, analyze information or specifications are just as quality descriptions, unless they are explicitly agreed in writing. The seller does not grant any quality or durability guarantee.

For products imported from the EU, the inscription may be in a different national language. Only after explicit request by the customer, a label with domestic label can be provided. A resignation for this reason is not possible.

(b) The determination of the relevant quantities for the calculation shall be made by the seller in accordance with the usual methods.

(c) Unless otherwise agreed, the prices include energy tax, customs and PNR contribution, but excl. Sales tax.

(d) If the storage, handling or transport costs change after the conclusion of the contract, or if the goods are delivered with lower, additional or higher taxes or Taxes burden or reduce or increase the cost of sales of the seller due to government measures in the pre-delivery country, Gasoline Oil Company GmbH expressly reserves the right to increase the agreed price appropriately, taking all circumstances into account

(e) Transportation services are provided exclusively in accordance with the terms and conditions of the CMR Carriage Contract.

4. Transfer of risk

(a) The risk of accidental loss and accidental deterioration of the goods passes to the transfer to the buyer. In the case of consignment purchase, the transfer of risk occurs with the delivery to the carrier, the carrier or the person otherwise intended to carry out the consignment.

(b) The transfer is the same if the buyer is in default of acceptance.

(f) If the shipping company sends the goods back to the seller, as delivery to the customer was not possible, the customer bears the costs for unsuccessful shipping.

5. Delivery dates and deadlines, delivery delays

(a) If the buyer TRADER are the specifications of the vendors about delivery and - eke not binding. Partial deliveries are permitted. The seller is entitled to install partial invoices for partial deliveries. Unless otherwise expressly agreed, all (partial) invoices are due promptly upon receipt of the invoice and without any deduction.

(b) The seller is not responsible for acts of God, the smooth flow of production and transport (unless vorgenommen by the Seller s) and other, not responsible to him circumstances. Industrial action, including strikes and lawful lockouts at the seller's premises or at its pre-suppliers, releases the seller from the obligation to deliver for the duration of these measures.

(c) The Seller is entitled in the cases mentioned under 5. (b) to delivery with a corresponding delay. If the fault continues for four weeks, the seller and the buyer are entitled to withdraw from the contract. Unless the delivery is made within the grace period previously set by the buyer after the expiration of the four weeks. Mutual claims for damages do not exist then.

(d) The Aufstall of supplies and Leistungen the suppliers of Seller or loss of the goods shall release the seller from his performance - and delivery obligation if the seller despite a congruent covering transaction through no fault over a period of 4 weeks or herself or not r not is supplied in real time. A claim for damages of the buyer is excluded within the limits of clause 8.

(e) The seller is entitled to postpone the delivery if and as long as the buyer has not fulfilled all his obligations, also from previous contracts.

(f) When picking up the goods, the seller issues the customer with a loading date from which the goods ordered by him are ready for pickup. After receipt of this loading date, the customer can pick up the goods after consultation with the seller at the seller's domicile. The seller assumes no costs for any waiting times incurred.

(g) Gasoline Oil Company GmbH reserves the right to charge the relevant transport service provider a penalty equal to 20% of the transport costs and to offset them against the due invoice if the delivery ordered is not within the delivery agreed upon Period be provided.

(h) In case of refusal to accept

6. decrease

(a) If the buyer is partly or completely in default with the acceptance, the seller can store the due deliveries wholly or partly at the expense of the buyer or, after setting a further deadline, wholly or partly withdraw from the contract and demand damages instead of performance.

7. Claims for defects

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(a) If the buyer is an entrepreneur, the seller has the choice between repair or replacement in the event of a defect. Otherwise, the right of choice is up to the buyer.

(b) Damage in transit shall be reported in writing to Gasoline Oil Company GmbH immediately upon receipt of the consignment and noted in the transport document upon acceptance by a qualified reservation, as subsequent regulation of the damage is otherwise no longer possible. If the customer fails to do so, the goods are considered approved. In addition, a sample of at least one liter or kilogram of the product complained of must be drawn.

(d) The Buyer has the right to protect the rights of the Seller vis-à-vis the Transport Commissioners (eg freight forwarders) and to initiate necessary steps to secure evidence without delay. The fulfillment of this obligation does not affect the buyer's warranty rights.

(e) The recourse claim according to § 933 b ABGB and § 12 PHG is excluded.

8. Liability

(a) The liability of the seller is excluded in case of slight negligence.

(b) If the buyer is an entrepreneur, liability for lost profits and consequential damages is excluded. This also applies to slightly negligent breaches of duty by legal representatives, vicarious agents and their personal liability. Claims for damages of the buyer are limited to the amount of the goods per damage event.

9. Payments, assignment, offsetting, retention

(a) Purchase price payments are due immediately or within the agreed payment term.

(b) Discount or other deductions are not permitted unless otherwise agreed. Unauthorized cash discount are invariably called. Bills of exchange and checks are only accepted by special agreement on account of payment; the payment is valid only with final redemption as effected.

(c) If the payment target is exceeded, the seller is entitled, in addition to the exercise of legal rights, if the buyer is an entrepreneur, without further warning, interest in the amount of 9.2 percentage points above the base rate, if the buyer is a consumer, after unsuccessful reminder 5 percentage points above the base rate.

(d) The Seller may unilaterally immediately pay all outstanding invoices if the Buyer has not complied with agreed terms of payment for previous deliveries, if the Buyer's ability to pay is in question or if the agreed credit limit is exceeded. In the aforementioned cases, the seller is also entitled, after setting a deadline, to withdraw from the contract in whole or in part and to claim damages instead of performance.

(e) The purchaser is not entitled to assign directed against the seller claims without the seller's written consent.

(f) The Buyer can only set off counterclaims that are undisputed, legally binding or ready for decision.

10. Eigentumsvorbehalt

(a) The goods remain the property of the seller until the final payment. If the buyer is an entrepreneur, this is valid until payment of all claims against the buyer arising from the mutual business relationship.

(b) The buyer is obliged to keep the goods free of charge with the usual care. The buyer must immediately notify the seller of seizure measures of third parties or other impairments of ownership and, if necessary, take precautionary measures.

(c) If the buyer defaults on his obligation to pay or if he violates any of the obligations arising from the agreed

retention of title, the entire remaining debt will become due immediately. Furthermore, the authorized seller in this case, cancel the contract and reclaim the goods.

(d) If the goods are mixed with other goods of third parties, ownership or co-ownership of the new goods is due to the seller in the ratio of the gross invoice value of the reserved goods to that of the other goods. If mixed with goods of the buyer, the seller is entitled to co-ownership in the amount of the reservation share, which the buyer keeps for the seller.

(e) If the buyer is an entrepreneur, the buyer may resell the goods in the ordinary course of business as long as he duly fulfills his obligations to the seller. The resale is inadmissible if a transfer prohibition is agreed with the buyer of the buyer. The purchaser will assign the purchaser him from the sale accrues claims and rights to the Ver. If the buyer enters this claim into a current account relationship existing with his customer, the current account claim is assigned in the amount of the gross invoice amount; After netting has taken place, the recognized balance, which is also assigned, will take its place. The buyer will put in his books or EDP system for assigned claims a corresponding assignment note in favor of the seller. The Buyer shall notify the Buyer immediately of the existence of senior global or mantle cessions for claims arising from the resale of goods of the Seller.

(f) If the buyer is a company, the seller authorizes the buyer subject to the revocation for good cause to collect the assigned claims in the ordinary course of business. The buyer has to transfer any amounts immediately to the seller. The seller can request that the buyer informs him of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and notifies the debtors of the assignment.

(g) Insofar as the value of the securities exceeds the total claims of the Seller by more than 10%, the Seller will release the corresponding securities on request of the Buyer. The realizable value or the nominal value of the claim is decisive for the valuation of the collateral.

11. Statute of limitations

If the buyer is an entrepreneur, claims of the buyer expire, in particular from warranty and for damages, insofar as these are not excluded, 1 year after delivery of the goods.

13. Miscellaneous

(a) Contractual amendments or changes can only be made by written agreement.

(b) The place of delivery for the deliveries of the seller is the agreed place of delivery. The place of performance for the payments as well as the other services of the buyer is the seller's domicile.

(c) The legal status is 4600 catfish

(d) Austrian law applies with the exception of the reference standards and the UN sales law. Where applicable, the current version of the INCOTERMS shall be deemed agreed.