

SÜDO GmbH

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Terms and conditions of SÜDO GmbH

**A-2201 Hagenbrunn,
Court of Korneuburg FN450605f
07/07/2025**

1 General

The base of our shipments and supports are exclusively the terms of service of the Austrian electrical industry in their latest version, issued by the association of the electrical industry of Austria combined with our terms of service. We conclude contracts exclusively to our terms of service. We don't accept opposing terms and conditions of the client, even we don't expressly object.

2 Prices and conditions

Our offers are net and EXW from our central warehouse in Hagenbrunn (ref. Incoterms 2010) including packaging, plus freight, postage fees and metal surcharges as well as the currently VAT. If changes in currency exchange rates, customs duties, taxes, or other public charges occur between the time of offer and the actual import of ordered goods, we reserve the right to invoice these separately. The date of import into the European Union is decisive.

3 Small quantity surcharge and minimum delivery quantity

For orders with a net order value of less than € 50,00, we charge a surcharge of € 10,00 for the partial covering of our expenses. Our delivery quantity is one packing unit or a multiple of it.

4 Shipping and packaging

Shipping is always at the customer's risk, even in the case of freight-free subsequent delivery. Risk is transferred to the customer as soon as the goods leave our warehouse. In the case of partial deliveries, the goods travel at the customer's risk. The packaging becomes the property of the customer upon delivery. We are a member of ARA (ARA - waste material recycling Austria) under number 21047.

5 Retention of title

The delivered goods remain under our property until full payment of all demands. Payments discharges the debts of the oldest demand. In case of late payments, we urge you to pay all open demands and we will charge you with an interest of 5% over the actual bank interest rate and all admonition surcharges as well as possible collection fees. The customer is not allowed to pledge the goods without our consent, or as a security to a third party, likewise the customer may use the goods after the payment of our demands only.

6 Set-off

A set-off against other business cases is not statutory.

7 Claims and liability of defects

Claims must be notified immediately by the buyer in a writing form referring to the law (§ 377 HGB). Transport damages must be notified immediately after the receiving of the shipment at the forwarding company (postal service, railway service, forwarding company or parcel service) and the case has to be remarked on the shipment documents. Compensation for damages and interest, compensation for labor costs and compensation for all other direct and indirect damages are excluded in any case.

8 Technical changes

The technical details of our products are without guarantee. Regarding to the ongoing technological development of our products, we reserve the right for technical changes. This applies, if the information deviates in our price lists, brochures and documents. In the case of such changes, the buyer neither has the right to withdraw from the purchase contract, nor to demand a price reduction or compensation. In the case of repeated orders with the reference "as always", this note is never referred to prices, previous versions, measurements or models.

9 Compensation

We are not liable in cases of slight negligence.

10 Jurisdiction and applicable law

The court is 2100 Korneuburg. Austrian law applies with the exception of the reference norms and the UN purchase law.