

General Terms and Conditions (GTC)
CTex Solutions GmbH

1. Scope

These General Terms and Conditions apply to all deliveries and services provided by CTex Solutions GmbH to business customers. They also apply to all future business relationships, even if they are not expressly referred to again. Any terms and conditions of the customer that deviate from, conflict with or supplement these GTC shall not become part of the contract unless their validity has been expressly confirmed by CTex Solutions GmbH in text form. Performance of contractual obligations shall not be deemed acceptance of such terms.

2. Offers and Contract Formation

All offers issued by CTex Solutions GmbH are non-binding and, unless expressly stated otherwise, valid for 30 days. Technical data, plans, drawings, layouts and other documents are provided for information purposes only and shall form part of the contract only if expressly agreed in text form.

A contract shall be deemed concluded upon written order confirmation, delivery of the goods or commencement of the agreed services, whichever occurs first. Verbal agreements, as well as subsequent amendments or supplements, shall be valid only if made in text form. Deviations from the agreed contractual content based on actual conduct shall not constitute a contractual amendment.

3. Prices and Payment Terms

All prices are net prices ex works, excluding value-added tax and any ancillary, shipping or packaging costs. Invoices are payable without deduction within 10 days from the invoice date, unless otherwise agreed. Payments shall be deemed made only once CTex Solutions GmbH has unrestricted access to the funds. Cash payments and alternative payment methods, in particular card payments or mobile payment systems, are not accepted unless expressly agreed otherwise. Withholding of payments due to alleged counterclaims is excluded. Set-off is permitted only against undisputed or legally established claims. In the event of late payment, default interest shall be charged at a rate of 9.2 percentage points above the applicable base interest rate, together with reasonable reminder and collection costs. If there are justified doubts regarding the customer's ability to pay, CTex Solutions GmbH is entitled to request advance payments or appropriate security.

4. Delivery, Performance Periods and Transfer of Risk

Delivery and performance periods shall be binding only if expressly agreed in text form. All stated delivery and performance dates are approximate and subject to the timely and complete fulfilment of all cooperation obligations by the customer. Delays resulting from incomplete, incorrect or late contributions by the customer shall be borne by the customer. Any resulting additional costs, including storage, downtime or supplementary costs, shall be charged separately. Technical illustrations, drawings, schematics, dimensions and samples are for illustrative purposes only and do not constitute guaranteed characteristics unless expressly agreed as binding.

The risk of accidental loss or damage shall pass to the customer upon handover to the carrier or dispatch from the factory. If the customer is in default of acceptance, CTex Solutions GmbH is entitled to store the goods at the customer's cost and risk or, after granting a reasonable grace period, dispose of them otherwise.

Unforeseeable events beyond the reasonable control of CTex Solutions GmbH, including force majeure, governmental actions, supply chain disruptions or labor disputes, shall reasonably extend agreed deadlines. In such cases, no delay in delivery or performance shall be deemed to exist, or CTex Solutions GmbH may withdraw from the unperformed part of the contract.

5. Customer Cooperation Obligations

The customer shall timely provide all technical, structural and organizational conditions required for proper and timely performance. This includes, in particular, suitable foundations, supporting structures, utility connections, power supply, access routes, safety measures and complete, accurate technical documentation.

The customer is responsible for ensuring that site conditions comply with the agreed technical specifications and applicable legal and regulatory requirements. Any delays, additional effort or costs resulting from insufficient, incorrect or late cooperation shall be borne by the customer. Agreed deadlines shall be extended accordingly. CTex Solutions GmbH shall not be liable for damage resulting from inadequate site conditions.

6. Retention of Title

All delivered goods remain the property of CTex Solutions GmbH until all claims arising from the business relationship have been settled in full.

The customer is entitled to resell goods subject to retention of title in the ordinary course of business. Claims arising from such resale are hereby assigned to CTex Solutions GmbH. The customer remains authorized to collect such claims until revoked.

If the retained goods are processed, combined or mixed with other items, the customer hereby transfers proportionate co-ownership in the resulting product to CTex Solutions GmbH in relation to the invoice value of the retained goods.

In the event of seizure or other third-party access, the customer shall immediately inform the third party of CTex Solutions GmbH's ownership and notify CTex Solutions GmbH without delay.

In the event of payment default, CTex Solutions GmbH is entitled to demand the return of the retained goods.

7. Acceptance

Where deliveries or services are subject to acceptance, acceptance shall be carried out jointly without undue delay after completion or commissioning and documented in an acceptance record.

If the customer refuses acceptance without specifying material defects or fails to attend an agreed acceptance appointment, the delivery or service shall be deemed accepted.

Acceptance shall also be deemed to have occurred if the customer puts the system or service into operation, uses it productively or fails to notify material defects in writing within 7 calendar days after notice of readiness for acceptance. Minor defects do not entitle the customer to refuse acceptance. Acceptance under reservation shall nevertheless constitute acceptance under this contract.

Upon acceptance, risk, benefits and burdens shall pass to the customer, the warranty period shall commence and the final invoice shall become due.

8. Warranty

The warranty period is 12 months from delivery of the goods or provision of the services, unless expressly agreed otherwise. For systems, machinery or technically complex deliveries, the warranty period shall commence upon acceptance or commissioning, but no later than 2 months after delivery.

The customer shall inspect the goods or services immediately after delivery, acceptance or commissioning. Obvious defects must be reported in writing within 7 calendar days, hidden defects immediately upon discovery. Failure to give timely notice shall be deemed approval.

The customer bears the burden of proof that a defect existed at the time of acceptance.

CTex Solutions GmbH may, at its discretion, remedy defects or provide replacement delivery. Multiple attempts at remediation are permissible. Only if remediation definitively fails or is economically unreasonable may the customer request an appropriate price reduction.

No guarantees or assurances of specific properties are given unless expressly agreed in writing. Warranty claims are limited to defect remediation or replacement delivery. Further claims, in particular for consequential damages, are excluded to the extent permitted by law.

The warranty does not cover defects or damage resulting from, in particular:

- improper installation, commissioning or operation by the customer or third parties,
- deviations from technical specifications, operating instructions or operating limits,
- unsuitable site conditions, utilities, foundations or connection capacities,
- normal wear and tear, insufficient maintenance or omitted service work,
- modifications or interventions by unauthorized third parties,
- purely optical changes such as discoloration of membranes or comparable materials caused by environmental influences or contact with operating substances, provided functionality and usability are not impaired,
- site-specific environmental influences such as sand, dust or wind-related abrasion leading to accelerated aging or wear within the intended operating conditions.

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9. Liability

CTex Solutions GmbH shall be liable only in cases of intent or gross negligence. Liability for slight negligence is excluded to the extent permitted by law.
Claims for indirect damages, loss of profit or consequential damages are excluded unless based on intent or gross negligence. This limitation does not apply to damage to life, body or health, product liability claims or other mandatory statutory provisions. To the extent permitted by law, liability is limited in amount to the existing liability insurance coverage, except in cases of intent.

10. Data Protection

CTex Solutions GmbH processes personal data in compliance with applicable data protection laws. Where required, separate data processing agreements shall be concluded. Further details are provided in the company's privacy policy.

11. Intellectual Property and Rights of Use

All rights to concepts, technical documentation, software, drawings, developments and other work results remain with CTex Solutions GmbH. The customer is granted a non-exclusive, non-transferable, non-sublicensable right of use solely for internal use in accordance with the contract. Any other use, disclosure or modification requires prior written consent. CTex Solutions GmbH may use general know-how and technical solutions developed in the course of performance for other projects, provided no legitimate interests of the customer are infringed.

12. Installation by Third Parties

If installation or commissioning is carried out by the customer or third parties, CTex Solutions GmbH assumes no responsibility for such activities. Warranty and liability extend only to the delivered goods or services, not to installation or commissioning errors or resulting functional deviations.

The customer bears sole responsibility for third parties engaged and for proper installation in compliance with technical specifications and safety requirements. The customer bears the burden of proof that an alleged defect is not attributable to third-party installation or commissioning.

13. Withdrawal and Termination

Either party may withdraw from the contract if the other party breaches material obligations despite a reasonable grace period.

CTex Solutions GmbH may withdraw if the customer is in payment default or fails to fulfil cooperation obligations. Partial withdrawal is permitted where only separable parts of the contract are affected. Services already rendered remain unaffected. In the event of withdrawal, services rendered and expenses incurred shall be reasonably compensated. In the case of continuing obligations, termination for good cause remains permissible. Statutory rights remain unaffected.

14. Set-off and Assignment

Set-off is permitted only against due, undisputed or legally established claims.

Assignment of claims by the customer requires prior written consent of CTex Solutions GmbH. Any assignment without such consent is invalid.

15. Jurisdiction and Governing Law

Exclusive jurisdiction for all disputes shall be the competent court at the registered office of CTex Solutions GmbH. The contract shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

16. Form Requirement

Amendments, supplements and side agreements must be made in text form. This also applies to deviations from this form requirement.

17. Severability

If any provision of these GTC is invalid or unenforceable, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a legally permissible provision that most closely reflects the original economic intent.