



GENERAL TERMS AND CONDITIONS

1 SCOPE OF APPLICATION

These General Terms and Conditions shall apply to all deliveries and services provided by HIRO Europe Handels GmbH (hereinafter referred to as "HIRO") to entrepreneurs within the meaning of the Austrian Commercial Code (UGB).

Any terms and conditions of the Customer deviating from these Terms and Conditions shall only become part of the contract if their applicability has been expressly agreed to by HIRO in writing.

This English version is provided for convenience only. In the event of discrepancies between different language versions of these Terms and Conditions, the German version shall prevail.

2 QUOTATIONS AND CONCLUSION OF CONTRACT

All quotations are subject to change and non-binding unless expressly designated as binding.

A contract shall only come into effect upon HIRO's written order confirmation or upon execution of the delivery.

HIRO reserves the right to make technical modifications as well as modifications resulting from legal or regulatory requirements, provided such modifications are reasonable for the Customer.

3 PRICES

All prices are quoted ex works or ex warehouse and exclude value-added tax (VAT), packaging, transportation, customs duties, and any other ancillary costs.

The prices agreed at the time of conclusion of the contract shall be decisive.

4 DELIVERIES AND DELIVERY PERIODS

Specified delivery dates shall be deemed non-binding estimates unless a fixed delivery date has been expressly agreed upon.

Delivery periods shall commence only after all technical and commercial prerequisites have been fully clarified.

Delivery periods shall be extended accordingly in the event of unforeseeable circumstances beyond HIRO's control.

Partial deliveries shall be permitted to the extent reasonable for the Customer.

5 SHIPPING AND TRANSFER OF RISK

The risk shall pass to the Customer upon handover of the goods to the freight forwarder, carrier, or any other transport service provider.

This shall also apply if HIRO bears the transportation costs.

6 RETENTION OF TITLE

The delivered goods shall remain the property of HIRO until all claims arising from the business relationship have been paid in full.

The Customer shall immediately notify HIRO of any third-party claims, attachments, or other interventions affecting goods subject to retention of title.



7 TERMS OF PAYMENT

Invoices shall be due and payable within 14 days net without deduction unless otherwise agreed.

In the event of default in payment, HIRO shall be entitled to:

- charge statutory default interest;
- claim reminder, collection, and legal enforcement costs;
- suspend further deliveries.

8 INSPECTION AND NOTIFICATION OF DEFECTS

The Customer shall inspect the goods immediately upon receipt.

Apparent defects must be reported in writing no later than seven (7) calendar days after receipt of the goods.

Hidden defects must be reported in writing immediately after their discovery.

If defects are not reported in due time, the delivery shall be deemed approved.

9 WARRANTY

The warranty period shall be 12 months from the date of delivery.

Warranty claims shall not apply in cases of normal wear and tear, improper storage, incorrect installation, unsuitable operating conditions, or failure to observe the installation, operating, and maintenance instructions.

In the event of justified warranty claims, HIRO shall, at its discretion, provide:

- repair;
- replacement;
- price reduction.

Withdrawal from the contract shall only be permitted if repair or replacement is impossible or unreasonable.

10 RETURNS

Returns shall require the prior written consent of HIRO.

Custom-made products as well as products that have already been used, installed, or damaged are excluded from return.



11 DESIGN, INSTALLATION AND OPERATION

The supplied products shall be installed and operated in accordance with the applicable installation, operating, and maintenance instructions as well as recognized engineering practices. The latest version of the technical documentation shall be observed.

HIRO shall solely be responsible for the functionality and leak-tightness of the supplied products in their contractual condition. Proper system design, integration into the overall system, installation, pressure testing, commissioning, and ongoing operation are outside HIRO's scope of responsibility and shall be the sole responsibility of the installing contractor.

HIRO shall not be liable for damages resulting from installation errors, settlement, mechanical damage, unsuitable operating conditions, or modifications to the supplied products.

12 LIABILITY

To the extent permitted by law, HIRO shall not be liable for damages caused by slight negligence. This limitation shall not apply to personal injury or claims arising under mandatory statutory provisions.

In particular, HIRO shall not be liable for indirect damages, consequential damages, loss of profit, business interruption, or damages arising outside the scope of responsibility defined in Section 11.

13 CUSTOM-MADE PRODUCTS

Returns and cancellations are excluded for products manufactured according to customer specifications.

Modifications requested after approval of manufacturing documents may be charged separately.

14 FORCE MAJEURE

Events of force majeure, including but not limited to natural disasters, governmental measures, labor disputes, energy shortages, or supply disruptions affecting upstream suppliers, shall reasonably extend delivery periods.

15 INTELLECTUAL PROPERTY RIGHTS AND DOCUMENTATION

Quotations, drawings, technical documents, calculations, and planning documents shall remain the property of HIRO.

They may not be disclosed or made accessible to third parties without HIRO's prior consent.

HIRO reserves the right to make technical modifications and shall not be liable for errors, omissions, or printing mistakes in brochures, data sheets, installation manuals, or other documentation.

16 DATA PROTECTION

Personal data shall be processed exclusively in compliance with the applicable data protection regulations.

17 JURISDICTION AND APPLICABLE LAW

These Terms and Conditions shall be governed exclusively by Austrian law, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of performance for deliveries and payments shall be Graz, Austria.

The exclusive place of jurisdiction shall be the competent court in Graz, Austria.