



**BBM General Conditions of Sale**  
For General Supplies & Vehicles

The following terms and conditions shall apply unless otherwise agreed in writing.

**1. Shipments**

1.1. The supplies shall be based on delivery conditions CIP named place of delivery according to Incoterms 2010.

For the sake of clarity, this means that the Buyer shall be responsible for customs clearance, payment of all import duties and taxes as well as for obtaining all necessary import licenses into the destination country.

1.2. The Seller covers the Insurance until the final destination named in the quotation / order / project contract

1.3. The Seller shall not be liable for any delays in delivery

**2. Contract Price**

2.1. The contract price is payable in full at order confirmation.

2.2. The Contract shall be in force after signing and the receipt of the down payment.

**3. Warranty**

3.1. The Seller warrants that the supplies and services will correspond with their specification at the time of delivery. Warranty is given under normal use and service to the extent of warranty provided by the manufacturer.

3.2. The buyer shall inspect the goods promptly on arrival and if there are any damages, incorrect items or shortages the Buyer shall advise the Seller immediately. Delivered goods are deemed accepted if no written complaint is received within a reasonable time after receipt of the goods. In case of justified complaints the seller will in his sole discretion wholly or partly replace the claimed goods or refund in total or partly the purchase price.

3.3. The Seller shall be not liable for warranty services in respect of any defects arising from inadequate maintenance, misuse, failure to follow the Seller's instructions, negligence, fair wear and tear and in case of minor deviations from the designs and specifications which do not materially affect the use of the supplies.

#### **4. Limitation of Liability**

4.1. The overall total liability of the Seller, for any act or omission shall be limited to the purchase price of the respective article / service.

4.2. The Seller shall not be liable for any indirect or consequential losses or damages including damages to third parties arising in connection with the contract

#### **5. Applicable law**

5.1. The Contract shall be governed by the law of the Republic of Austria. The place of jurisdiction shall be Vienna.

#### **6. Force Majeure**

6.1. Neither party shall be considered to be in default or in breach of its obligations if the performance of such obligations is prevented by any event of force majeure.

6.2. For the purposes of this article, the term 'force majeure' means act of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the parties control and cannot be overcome by due diligence.

6.3. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other party, giving details of the nature, the probable duration and the likely effect of the circumstances. Upon written request of the Buyer, the Seller shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing.

6.4. In case Force Majeure is on-going for a period longer than 90 days the Seller and Buyer shall amicably discuss how to further proceed.

#### **7. Miscellaneous**

7.1. Termination of the contract of either party shall only be possible in case of substantial violations / reasons or Force Majeure lasting for a period longer than 120 days. In this case the parties shall amicably discuss how to further proceed. In any case, the Seller shall be compensated for all expenses occurred until the time of termination.

7.2. No variation to these conditions shall be binding unless agreed in writing and signed by the authorised representatives of the Buyer and the Seller.

7.3. The goods shall remain property of the Seller until full payment.



**BBM General Conditions of Sale**  
For Construction projects

The following terms and conditions shall apply unless otherwise agreed in writing.

**1. Shipments**

- 1.1. In case of shipments the supplies shall be based on delivery conditions CIP named place of delivery according to Incoterms 2010.  
For the sake of clarity, this means that the Buyer shall be responsible for customs clearance, payment of all import duties and taxes as well as for obtaining all necessary import licenses into the destination country.
- 1.2. The Seller covers the Insurance until the final destination named in the quotation / order / project contract
- 1.3. Partial delivery shall be allowed
- 1.4. The Seller shall not be liable for any delays in delivery

**2. Subcontractors**

- 2.1. The Seller may sign contracts for work with tradesmen, suppliers and contractors, as well as with any other agents taking part in the work. The Seller will make such contracts in its own name and for its own account.
- 2.2. Each party shall be responsible for their scope of work including their subcontractor's scope of supplies and services.

**3. Warranty**

- 3.1. The Seller warrants that the supplies and services will correspond with their specification at the time of delivery. Warranty is given under normal use and service to the extent of warranty provided by the manufacturer / subcontractor.
- 3.2. The buyer shall inspect the goods / services promptly on arrival / finalization and if there are any damages, incorrect items or shortages the Buyer shall advise the Seller immediately. Delivered goods are deemed accepted if no written complaint is received within a reasonable time after receipt of the goods. In case of justified complaints the seller will in his sole discretion wholly or partly replace the claimed goods or refund in total or partly the purchase price.

3.3. The Seller shall be not liable for warranty services in respect of any defects arising from inadequate maintenance, misuse, failure to follow the Seller's instructions, negligence, fair wear and tear and in case of minor deviations from the designs and specifications which do not materially affect the use of the supplies.

#### **4. Limitation of Liability**

4.1. The overall total liability of the Seller, for any act or omission shall be limited to the purchase price of the respective article / service.

4.2. The Seller shall not be liable for any indirect or consequential losses or damages including damages to third parties arising in connection with the contract

#### **5. Applicable law**

5.1. The Contract shall be governed by the law of the Republic of Austria. The place of jurisdiction shall be Vienna.

#### **6. Dispute resolution**

6.1. In case of disputes, the parties shall use their best efforts to negotiate in good faith and settle any dispute that may relate to this contract. Once a dispute has arisen, the parties shall notify each other in writing of their positions on the dispute and any solutions that they consider possible.

6.2. If the dispute cannot be settled amicably through ordinary negotiations, the dispute shall be referred to the management of each party who will meet in good faith in order to resolve the conflict.

6.3. If the amicable dispute settlement procedure fails, the parties may agree to try the conciliation through the Donors delegation if available

6.4. If no settlement is reached, the parties agree to appeal to the court in Vienna as the competent court. The solution reached shall be the full and final settlement.

#### **7. Force Majeure**

7.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure.

7.2. For the purposes of this article, the term 'force majeure' means act of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the parties control and cannot be overcome by due diligence.

7.3. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other party, giving details of the nature, the probable duration and the likely effect of the circumstances. Upon written request of the Buyer, the Seller shall continue to perform his obligations under the contract as far as is reasonably practicable,

and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing.

7.4. In case Force Majeure is on-going for a period longer than 90 days the Seller and Buyer shall amicably discuss how to further proceed.

## **8. Confidentiality**

The Parties shall treat the details of the project as private and confidential, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the other parties representative.

## **9. Miscellaneous**

9.1. Termination of contract of either party shall only be possible in case of substantial violations / reasons or Force Majeure lasting for a period longer than 120 days. In this case the parties shall amicably discuss how to further proceed. In any case, the Seller shall be compensated for all expenses occurred until the time of termination.

9.2. All communications between both parties in the course of implementation of the Contract shall be made in English.

9.3. No variation to these conditions shall be binding unless agreed in writing and signed by the authorised representatives of the Buyer and the Seller.

9.4. The Contract shall be in force after signing the contract and the Seller's receipt of the agreed down payment. Time schedule shall start on the date of receipt of down payment on the Seller's account.

9.5. The goods shall remain property of the Seller until full payment.

9.6. The Contract is based on laws effective at the date of signing the contract. The effects of changes in laws after contract signature shall be on the Buyer's account.