1. General

1.1 The following General Terms and Conditions apply to offers, sales, deliveries, and services provided by F&S BONDTEC Semiconductor GmbH (hereinafter referred to as "F&S"). Any changes or additions to these terms and conditions require written confirmation by F&S to be valid. Alternatively, i.e. if no provisions are made in these General Terms and Conditions of Delivery and Payment, the General Terms and Conditions of Delivery for Products and Services of the Electrical Industry ("Green Terms and Conditions of Delivery" of the ZVEI) valid at the time of conclusion of the contract shall apply.
1.2 F&S hereby expressly rejects any conflicting, deviating, or supplementary general terms and conditions of the customer. They shall not apply even if the customer has based its order or other declaration on them. They shall only apply if and to the extent that F&S has expressly agreed to them in writing.
1.3 The contractual relationship between the customer and F&S shall be governed exclusively by the laws of the Republic of Austria, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG), even if the customer has its place of residence or business abroad. The place of jurisdiction shall be, to the extent permitted by law, the registered office of F&S (place of jurisdiction: Ried im Innkreis).
1.4 If F&S asserts claims against the customer based on the receipt of a declaration sent by F&S by post, this shall be deemed to have been received on the third working day after it has been duly posted. F&S may prove earlier receipt, and the customer may prove later or complete non-receipt.

2. Software

2.1 Upon purchase of the product, the customer only acquires ownership of the physical data carrier (diskette, EPROM, hard disk) on which the software is recorded.
2.2 Unless otherwise agreed, the customer does not receive any software licenses. Without the prior written consent of F&S, the software may not be transferred to a third party or made available to a third party in any other way.

3. Offers, orders

3.1 Offers made by F&S are subject to change without notice unless they are expressly designated as binding. A valid contract is only concluded upon written order confirmation by F&S or delivery of the goods. Unless otherwise agreed, an offer is valid for 30 calendar days. F&S is no longer bound by the offer after 56 calendar days. If the customer accepts F&S's offer after 30 calendar days, this constitutes a new offer by the customer, which may be accepted by F&S.
3.2 Orders and purchase orders placed by the customer shall only become binding for F&S upon written confirmation (including by means of an invoice or delivery note).
3.3 The information contained in brochures, leaflets, data sheets, inserts, drawings, and other information material is non-binding. Changes to these documents are subject to ongoing technical progress. Such information can only become binding contractual content with the express written confirmation of F&S.

4. Specification and requirements specification

4.1 Before the order is placed, the specification of the machine is agreed upon on the basis of the requirements specification provided by the customer. F&S checks and comments on the requirements contained therein; all specification parts not specifically mentioned are deemed to be accepted. If no specifications are provided by the customer when the order is placed, F&S's internal device specifications shall apply.

5. Prices

5.1 Prices are ex works Braunau am Inn. They do not include shipping, packaging, and insurance, as well as all taxes, customs duties, and levies payable under applicable law.
5.2 The customer undertakes to pay or reimburse any taxes, customs duties or levies imposed on F&S.
5.3 If F&S has undertaken installation or assembly, the customer shall bear all necessary ancillary costs in addition to the agreed remuneration, unless otherwise agreed.
5.4 F&S reserves the right to adjust the agreed prices to reflect changes in labor and material costs at the time of delivery.
5.5 As F&S products are continuously developed and technically improved, changes to the products are possible after the offer has been submitted. If this results in an increase in value, F&S reserves the right to adjust the price.

6. Terms of payment

6.1 Unless otherwise agreed, payments to F&S shall be made in the following stages:
- 50% upon receipt of the order confirmation
- 40% upon notification of readiness for delivery
- 10% upon final acceptance

6.2 A payment term of 14 days applies to each payment stage.
6.3 Invoices for services and spare parts are due immediately. Discount deductions are not permitted.
6.4 If the agreed payment terms are not met, default interest of nine percentage points above the base interest rate shall be payable. This default interest shall be calculated monthly and shall be due immediately.
6. 5 The customer may only offset claims that are undisputed or have been legally established.
6.6 Payments shall be made free of charge to F&S's paying agent or to the bank account specified by F&S.

7. Retention of title

7.1 Deliveries remain the property of F&S until all claims against the customer arising from the business relationship have been fulfilled. Upon conclusion of the contract, the customer authorizes F&S to enter or announce the retention of title in public registers, books, or similar documents in the required form at the customer's expense and in accordance with the applicable national regulations.
7.2 During the existence of the retention of title, the customer is prohibited from pledging or transferring ownership by way of security, and resale is only permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or agrees the reservation that ownership shall only pass to the customer once the latter has fulfilled its payment obligations.
7.3 In the event of seizures, confiscations, or other dispositions or interventions by third parties that could lead to the loss of F&S's rights to the deliveries, the customer must notify F&S immediately in writing.
7.4 In the event of material breaches of duty by the customer, in particular in the event of default in payment, F&S shall be entitled, after the unsuccessful expiry of a reasonable deadline set for the customer to perform, to withdraw from the contract in addition to taking back the goods; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer shall be obliged to surrender the goods. The return or assertion of the retention of title or the seizure of the goods subject to retention of title by F&S does not constitute a withdrawal from the contract, unless F&S has expressly declared this.

8. Cancellations

8.1 Cancellation fees will be charged for cancellations. The cancellation fees are based on the date of receipt of the written cancellation. Cancellation fees are calculated as follows:
8.2 - at least 20% of the order value for cancellations between order confirmation and 5 weeks before delivery
8.3 - at least 40% of the order value for cancellations between the 5th and 4th week before delivery.
8.4 After that, cancellations are no longer possible and 100% of the order value will be charged. Expenses incurred for special designs and special developments up to the time of cancellation will be charged in full.
8.5 Cancellation fees are payable to F&S immediately and without deduction upon receipt of the invoice.
8.6 If shorter delivery times are requested by the customer and approved by F&S, the cancellation periods and fees remain unaffected.

9. Place of performance

The place of performance is Braunau am Inn, Austria.

10. Test material, samples for preliminary acceptance
10.1 By placing an order, the customer undertakes to provide F&S with test material, production samples, drawings, and bond diagrams of the material to be bonded. This applies in particular if customer-specific bond applications are to be produced. For fully automatic systems, additional magazines or boats or corresponding workpiece carriers are required, if these are used.
10.2 Furthermore, the requirement for test material will be checked approximately 30 days before acceptance and requested from the customer if necessary, with the exact time and quantity to be determined in consultation between the customer and F&S. The samples provided are also criteria for preliminary and final acceptance on site.
10.3 If there is a delay in the delivery of the required parts and/or information, F&S shall not guarantee the acceptance date.

11. Preliminary acceptance at the manufacturer's plant

11.1 F&S shall determine a date for preliminary acceptance.
11.2 The customer undertakes to send qualified personnel to the preliminary acceptance in order to have the machine accepted at the manufacturer's plant in accordance with the specifications. The machine shall be set up accordingly and demonstrated under production conditions by the time of preliminary acceptance. Preliminary acceptance shall be confirmed by a protocol.

12. Delivery approval

Delivery approval entitles F&S to deliver. Delivery approval is granted automatically after successful preliminary acceptance.

13. Packaging, transfer of risk, delivery periods, partial deliveries

13.1 Packaging is absolutely necessary for insurance reasons. The costs for this, as well as for transport and transport insurance, are not included in the price unless expressly stated otherwise in the offer and will be charged according to actual expenditure.
13.2 The handover of the machine and the associated transfer of risk takes place at the carrier's premises at the manufacturer's plant. If the handover or – unless otherwise agreed – the shipment, delivery, the start or completion of assembly or installation, acceptance into the customer's own operations, or trial operation is delayed for reasons for which F&S is not responsible, or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer at the point in time at which it would have passed to the customer had the aforementioned delays not occurred.
13.3 Compliance with agreed delivery deadlines requires the timely receipt of all documents to be supplied by the customer, necessary approvals and releases, in particular plans, as well as compliance with the agreed terms of payment and other obligations by the customer. If these conditions are not met in time, the deadlines shall be extended accordingly; This shall not apply if F&S is responsible for the delay.
13.4 If non-compliance with the delivery deadlines is due to force majeure (e.g., war, strike, etc.), the deadlines shall be extended accordingly. The same shall apply in the event of late or improper delivery to F&S by upstream suppliers.

13.5 The obligation to deliver is subject to the proviso that the necessary export licenses are granted and that no other obstacles arise due to German, European, American, or other export regulations that must be observed. All deliveries and services offered by F&S are only valid for the country specified in the offer.
13.6 If it becomes necessary for the customer to postpone the delivery date of the machine to a later date, this is possible after prior consultation with F&S without reimbursement of the costs incurred for a period of up to 30 days. In the event of a postponement exceeding this period or a postponement that has not been agreed upon, F&S may consider the postponement as a cancellation and charge the applicable cancellation fees.
13.7 Partial deliveries are permitted.

14. Installation, assembly, and mounting
Unless otherwise agreed in writing, the following provisions shall apply to installation and assembly:
14.1 The customer shall provide the following at its own expense and in a timely manner:
- Energy, compressed air, and vacuum at the point of use, including connections, air conditioning, and lighting.
- The prerequisites necessary for assembly and commissioning, including necessary items and materials
- Sufficiently large, suitable, dry, and lockable rooms at the assembly site for the storage of machine parts, equipment, materials, tools, etc., and appropriate work and recreation rooms for the assembly personnel, including sanitary facilities appropriate to the circumstances; In addition, the customer must take the same measures to protect the property of F&S and the installation personnel on the construction site as he would take to protect his own property.
- Protective clothing and protective devices, insofar as they are necessary due to special circumstances at the installation site.

14.2 Before the start of the installation work, the customer must provide the necessary information about the location of concealed electricity, gas, water pipes, or similar installations, as well as the necessary structural data, without being asked.
14.3 Before the start of installation or assembly, the equipment and items required for the work to be carried out must be available at the installation or assembly site, and all preparatory work must be sufficiently advanced before the start of assembly so that the installation or assembly can be started as agreed and carried out without interruption. The customer is obliged to ensure that the transport routes and the assembly site are suitable for bringing in and installing the machines without dismantling them from their transport condition. This applies in particular to clearance dimensions and swiveling freedom at doors, as well as the load-bearing capacity, evenness, and step-free nature of transport routes and means of transport. Particularly in the case of unusually large additional equipment such as curing ovens, etc., the customer is obliged to check and ensure in advance that the equipment can be brought in.
14.4 If the installation, assembly, or commissioning is delayed due to circumstances for which F&S is not responsible, the customer shall bear the costs for waiting time and any additional travel required by F&S or the assembly personnel to a reasonable extent.
14.5 The customer must immediately certify to F&S the duration of the assembly personnel's working time and the completion of the installation, assembly, or commissioning.
14.6 The customer may not refuse to accept deliveries due to minor defects.
14.7 Installation is complete when the same conditions as for preliminary acceptance (in accordance with the specifications) are met. Duration/times as per the offer.

15. Final acceptance
15.1 Final acceptance takes place immediately after successful installation at the customer's premises and is then confirmed by an acceptance report signed by the customer and the authorized service engineer.
15.2 Changes to the acceptance criteria (in accordance with the specifications) do not affect the final acceptance; rather, the performance criteria of the machine originally accepted when the order was placed shall be used as a basis.
15.3 If F&S requests acceptance of the delivery after installation, the customer must do so within two weeks. If this does not happen, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place when the delivery is put into use.

16. Familiarization and training
16.1 System-specific familiarization is included in the scope of delivery. It shall take place immediately after installation at the customer's premises.
16.2 If training is included in the offer, registration must take place within three months of receipt of the order confirmation.
16.3 If training is not provided for in the order confirmation and registration does not take place within one year of receipt of the order confirmation, it shall be deemed to have been completed.
16.4 F&S offers training/instruction in-house and directly on site. If a separate appointment is agreed, F&S shall charge any travel and accommodation costs incurred as well as the usual expenses.

17. Warranty for material defects
17.1 F&S shall be liable to the customer for material defects, including the absence of expressly warranted characteristics or non-compliance with guarantees, as follows:
17.2 Upon written request by the customer, F&S shall, at its discretion, repair or replace all deliveries that exhibit a material defect within the limitation period, provided that the cause of the defect already existed before the transfer of risk.
17.3 Claims for material defects shall become time-barred six months after final acceptance or commissioning of the delivery, but no later than twelve months after the transfer of risk to the customer or, if a delivery is assembled or installed by F&S in accordance with the contract, after its completion.

17.4 The customer must inspect the deliveries immediately and notify F&S in writing of any material defects without delay. If the customer does not notify F&S of any material defects in writing without delay, the deliveries shall be deemed to have been approved with regard to these material defects.
17.5 The customer shall only be entitled to withhold payments due to defects if there is no doubt about the legality of the claims for defects asserted by the customer and these are undisputed.
17.6 F&S shall be given reasonable time and opportunity to remedy defects and make repairs. For this purpose, the customer shall grant F&S access to the defective delivery, including disassembly and assembly, at no cost to F&S.
17.7 If a reasonable deadline set by F&S expires without the defect being remedied, the customer shall be entitled to demand a reduction in payment (abatement) or, if the defect-free part of the delivery is of no use to the customer, to withdraw from the contract.
17.8 F&S shall not be liable for defects that only insignificantly impair the usability of the delivery concerned, for only insignificant deviations of the deliveries from the agreed quality, for natural wear and tear and damage occurring after the transfer of risk as a result of faulty or negligent handling or operation, excessive strain, unsuitable operating materials, defective assembly or installation not carried out by F&S, unsuitable premises, or due to special external influences on the delivery that are not provided for in the contract.
17.9 F&S shall not be liable if the customer or third parties carry out improper modifications or repairs.
17.10 Further rights and claims of the customer due to material defects other than those mentioned in this section 17, in particular the right to withdraw from the contract or to claim damages, are excluded. Wear parts in particular are also excluded from liability.

18. Industrial property rights and copyrights
18.1 Unless otherwise agreed in writing between the parties, F&S is obliged to deliver goods free of third-party industrial property rights and copyrights (hereinafter referred to as "property rights") only in the country where the customer's registered office is located.
18.2 If a third party asserts justified claims against the customer due to the infringement of property rights by the delivery, F&S shall be liable to the customer as follows:
F&S shall, at its discretion and at its own expense, either obtain a right of use for the delivery, modify it so that property rights are not infringed, or replace it. If this is not possible for F&S under reasonable conditions, the customer shall be entitled to withdraw from the contract and demand that F&S take back the delivery in question and refund the price paid for the delivery.
The above obligations of F&S shall only apply if the customer immediately notifies F&S in writing of the claims asserted by third parties, does not acknowledge any infringement, and reserves all defensive measures and settlement negotiations for F&S. If the customer ceases to use the delivery as a means of mitigating damage or for other important reasons, it shall be obliged to inform the third party that the cessation of use does not constitute an acknowledgment of the infringement of property rights.
18.3 Claims by the customer are excluded if it is responsible for the infringement of property rights.
18.4 Claims by the customer are also excluded if the infringement of property rights is caused by special specifications of the customer, by an application unforeseeable by F&S, or by the fact that the delivery has been modified by the customer or used together with products not supplied by F&S.
18.5 Further rights and claims of the customer other than those mentioned in clause 18 due to an infringement of property rights, in particular the right to claim damages, are excluded.
18.6 The customer may use the plans and drawings provided by F&S exclusively for the intended purpose. The customer is not entitled to use the plans and drawings for any other purpose, in particular not for the transfer or reproduction of the deliveries or parts of the deliveries. F&S expressly reserves the right to assert claims for damages in this respect.

19. Impossibility, contract adjustment
19.1 If delivery is impossible for reasons for which F&S is responsible, the customer shall be entitled to claim damages. However, the customer's claim for damages shall be limited to 10% of the value of the respective part of the deliveries which cannot be put into operation for the intended purpose due to the impossibility. The customer shall have no further rights, in particular neither the right to withdraw from the contract, nor to terminate the contract or claim a reduction in price, nor the right to claim damages beyond the above-mentioned extent.
19.2 If unforeseeable events within the meaning of Section 13.3 (force majeure) significantly alter the economic significance or content of the contract, or have a significant impact on the operations of F&S, the contract shall be adjusted in good faith. If this is not economically reasonable, F&S shall have the right to withdraw from the contract. Notwithstanding all other provisions of this contract, F&S shall be entitled to withdraw from the contract if an event of force majeure lasts for more than 180 days. If F&S wishes to exercise this right of withdrawal, it shall notify the customer immediately after becoming aware of the scope of the events. This shall also apply if an extension of the delivery period was initially agreed between the parties.

20. Other claims for damages
20.1 Other and all other rights and claims of the customer against F&S, regardless of their legal basis, are excluded. In particular, the customer is not entitled to contest the contract on the grounds of an error, including an error regarding defects in the deliveries. Claims by the customer for damages, in particular due to loss of production, loss of use, loss of profit, direct, indirect, or consequential damages, are excluded, unless they are based on intent or gross negligence on the part of F&S.
20.2 This does not apply in cases of mandatory liability, e.g. under the Product Liability Act, in cases of intent, gross negligence on the part of supervisors and executive employees of F&S, or in cases of fraudulent concealment of defects. This provision also applies to clauses 17, 18, and 19. This limitation of liability also applies in favor of subcontractors, suppliers, agents, supervisors, executives, and employees of F&S.

21. Changes, extensions
Extensions and changes that go beyond the originally agreed specifications (even during the warranty period for material defects) will be charged separately and require a new offer from F&S, calculated according to the service rate per man-day and the applicable daily rate plus the applicable sales tax. For distances of more than 40 km from Braunau am Inn, F&S will also charge travel and accommodation costs as well as the usual expenses.

22. Service
The F&S service office and spare parts warehouse for Europe are located in Braunau am Inn, Austria.

23. Confidentiality
23.1 The customer shall use the information and documents provided to them by F&S in connection with this contract exclusively for the purpose specified in the contract.
23.2 The information and documents provided by F&S to the customer in connection with this contract, including test materials and samples for preliminary acceptance in accordance with Section 10, must be treated as strictly confidential by the customer vis-à-vis uninvolved third parties, insofar and as long as they have not become publicly known and/or unless written permission has been granted by F&S.
23.3 F&S reserves its property rights and copyrights to cost estimates, drawings, and other documents without restriction. If the order is not placed with F&S, the documents must be returned to F&S immediately upon request or destroyed. Sections 23.1 and 23.2 apply accordingly to the customer's documents; however, these may be made available to third parties to whom F&S has permissibly transferred deliveries.
23.4 The obligations referred to in Sections 23.1 to 23.3 shall remain in force even after the end of the contract, regardless of how the contract is terminated.

24. Miscellaneous
24.1 F&S is entitled to transfer rights and obligations arising from the contract to third parties. The transfer shall not take effect if the customer objects to it within a period of four weeks after written notification of the transfer. F&S shall point this out in the written notification.
24.2 There are no verbal side agreements. Amendments, additions, and cancellations of these terms and conditions must be made in writing to be effective. This also applies to any agreement that waives the written form requirement.
24.3 Errors, inadvertent omissions, and contradictions in the contract shall be treated in accordance with the basic idea of the contract on the basis of mutual trust and with consideration for the mutual interests of both parties.
24.4 Severability clause: Should individual provisions of these General Terms and Conditions be or become wholly or partially ineffective, invalid, or unenforceable, this shall not affect the validity of the remaining provisions. The ineffective, invalid, or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the provision in question. The same applies to any loopholes in the provisions.

25. Exclusion of delivery to Russia
25.1 The customer undertakes not to export, sell, pass on or otherwise make available the products, technologies or services delivered by F&S, either directly or indirectly, to Russia or for use in Russia, if this would violate applicable sanctions or export control regulations of the European Union or the Republic of Austria.
25.2 The customer also confirms that they are aware that certain goods, in particular those with dual use, as well as certain recipients in Russia, are subject to export or use restrictions under the applicable EU sanctions regulations. The customer undertakes to observe such regulations on their own responsibility. The customer undertakes to use appropriate control mechanisms to ensure that no prohibited use by third parties occurs.
25.3 In the event of a breach of this provision, F&S reserves the right to withdraw from the contract and claim damages.