1. Coverage and Validity
1.1 These general terms and conditions of trade are applicable to all services and consignments which are executed by 3GSM GmbH. After calling 3GSM the customer is explicitly agreed upon to also apply these terms and conditions of trade for all additional and follow-up transactions as well as further dealings.

2. Terms
2.1 All tenders submitted by 3GSM are not binding and subject to confirmations. Contracts are only concluded by confirmation of order.

3. Prices, Taxes and Charges
3.1 All prices are in Euro without turnover tax which has to be paid separately by the customer. They are only effective for the available order. The quoted prices are ex registered office Graz. Should any relevant element for the calculation or necessary expenses for the evaluation like for example those for materials, energy, financing etc. increase, 3GSM are entitled to raise the prices respectively. Furthermore the price on the day of delivery will prevails.

4. Delivery
4.1 Delivery times and deadlines are not binding. Partial consignments and services are permissible.

5. Terms of Payment
5.1. The delivery sent to the indicated address by the customer on his costs and risk.
5.2. The risk devolves to the customer as soon as the consignment is handed over to the carrier. They are only effective for the available order. The quoted prices are ex registered office Graz. Should any relevant element for the calculation or necessary expenses for the evaluation like for example those for materials, energy, financing etc. increase, 3GSM are entitled to raise the prices respectively. Furthermore the price on the day of delivery will prevails.

6. Deviations of the contract price base on the billing of the time spent which are beyond the responsibility of 3GSM will be calculated according to the factual time incurred.

7. Place of Service and Warranty
7.1. If the dispatch is delayed because of an instruction of the customer, the risk devolves to the customer as soon as it is ready for dispatch.
7.2. In case of slight negligence, the liability is furthermore limited to the amount of the foreseeable damage and the maximum amount of compensation will be 5 % of the value of the delivery.

8. Deviation of technical and creative details which are reasonable for the customer are reserved without deriving any rights against 3GSM.

9. Liability
9.1. If the customer has received the delivery or rather the performance of contract by 3GSM. Not adhering to the agreed operating conditions (especially deviations of installation- and storage conditions) as well as transportation damages.

10. Intellectual property and Copyrights
10.1. 3GSM are unable to guarantee that the product of the contract do not violate trade protective right or copyrights of third parties

11. Export- and Import Permits
11.1. Delivered products and technical know-how by 3GSM are determined to be used and kept in the country of delivery which has been agreed upon with the customer. The re-export of contract products requires a license for the customer and is basically subject to the foreign trade regulations of the Republic of Austria or rather the country of delivery agreed upon with the customer. It is duty of the customer to inquire with the competent public agency.

12. Right of Cancellation
12.1. The customer is liable to 3GSM for the following export regulations.
12.2. In case the customer -without being authorized- cancels the contract or requests the cancellation without authorization, 3GSM have the option either to insist on execution the contract or agree to the cancellation of the contract, in the latter case the customer hat so pay the total reward for the services rendered by 3GSM to the day of cancellation. For services not yet rendered to the day of cancellation 3GSM are entitled to the agreed professional charge minus 40 % lump sum reduction charge.

13. Free of Charge
13.1. In case the customer is authorized to cancellation, 3GSM are only entitled the reward for services rendered to the effectiveness of the cancellation.

14. Miscellaneous
14.1. Should some regulations of these terms and conditions of trade be or become completely or partly inoperative or impracticable, the legal force remains unaltered as for the rest. Changes and supplements to these terms and conditions of trade need to be in writing to become effective.
14.2. The contract, -order-, complaint, - and legal language is German.

15. Protection
15.1. The customer consents that personal data necessary for the transaction can be used by 3GSM electronically especially in the respect of storage and processing.
15.2. Place of Performance and Legal Venue
15.6. Place of performance and legal venue is Graz. For the legal relations of both parties the Austrian law becomes effective, precluding the CIG (United Nations Convention on the International Sales of Goods).