

- 1) Printed documentation: All written material, printing plates, lithographs or films and plates produced by photographic processes, stamp patterns and all other auxiliary production material provided for use in the production process and produced by AXESS AG remain the inalienable property of AXESS AG, even when the customer has paid for them in part or in full. The same also applies to auxiliary production material provided by another company to orders of AXESS AG.
- 2) Quality: AXESS AG guarantees that the tickets supplied will function correctly in the issuing devices and readers. The provisions on the storage and recommended lifespan of each respective product are to be observed. Tickets and chip cards may undergo age-related changes during storage and use. Axess AG recommends that the conditions for use are reviewed thoroughly, whereby the following guidelines on lifespan should not be exceeded:
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| Barcode tickets: | 3 days |
| Oneway cards: | 30 days |
| SmartCard lite: | 6 months |
| Reusable SmartCards: | 24 months |
- Colour variation resulting from production processes and materials may occur within the same or between different deliveries. Proof and sample tickets are thus only approximately binding for the actual colours of the tickets supplied. Plastic tickets are largely resistant to breakage and cracking at an ambient temperature range of - 20°C to + 50°C. Information on the admissible periods and conditions of storage is printed on the packaging.
- 3) Delivery: All goods or services remain the property of AXESS AG until paid for in full. Delivery is at the cost and risk of the customer to the delivery address given in the order confirmation. Where no delivery address is made known, the invoice address is also valid as the delivery address. Deliveries of 15 % above or below the issue ordered are to be accepted in billing in the case of printed products by the customer. We reserve the right to make delivery in instalments. AXESS AG cannot be held liable for printing and design errors, which were overlooked and signed as accepted by the customer for printing in proof. Textual changes communicated by telephone or electronic media will be made by AXESS AG but without liability for their accuracy. Commissioned orders that are carried out as a customer specific production cannot be changed from the time of the confirmation of the order and must be accepted in full quantity.
- 4) Delay of payment: The terms of payment outlined overleaf apply. In the event of a delay of payment AXESS AG has the right to charge default interest at the standard debit interest rate charged on current accounts by commercial banks. Payment is considered to have been made when the outstanding sum has been received on one of our accounts as given on the invoice form.
- 5) Warranty: The warranty period is limited to the admissible storage period specified on the packaging, but is no longer than two years. In the event of defects arising within 3 months after the date of delivery resulting from circumstances pre-dating the time of delivery, AXESS AG provides the warranty to repair or provide new replacement goods as it sees fit, excluding any further claims whatsoever. Notice of defects must at all events be made immediately after the defect has been observed, in writing and describing the nature of the defect and enclosing a sample of the faulty goods for repair. Goods that are replaced are in all cases returned to the ownership of AXESS AG. This also applies in cases where the tickets supplied by AXESS AG are foreseen for use with systems that were not provided by AXESS AG and where these tickets show functional errors with a frequency that is comparatively above average either in issue, in the issuing devices or in use on the reading devices and where these errors are clearly traceable as the result of the inadequate quality of the tickets supplied. An eventual proof that the defects complained about are not traceable as the result of the inadequate quality of the tickets supplied, is the responsibility of AXESS AG. Should AXESS AG provide proof within a reasonable period of time that the eventual functional errors complained about are not traceable as the result of the inadequate quality of the tickets supplied, the responsibilities as described above do not apply.
- 6) Complaints: Complaints in respect of printing errors or quantities delivered must be made in writing within 8 days of receipt of the goods. Protested items are to be retained the complaint has been dealt with and, the request of AXESS AG or a third party named by it, are to be returned in the original packaging at the cost and risk of the customer.
- 7) Claims for damages: Any eventual claims for damages are limited to the invoiced sum. Claims for damages other than those expressly detailed in this sales contract/order confirmation are excluded, in particular those of pecuniary loss or consequential damages for losses, as also claims for any damages whatsoever resulting from consultation, work in preparing for use etc. Should AXESS AG be unable to provide deliveries or services on time, as a result of pressing reasons and the device configuration not be able to go into operation for the tasks required by the customer, then the customer may demand compensation to the amount of 0.5% of the outstanding delivery value for each full week of the delay, but totalling no more than 5 % of the purchase price of the outstanding delivery. Causes of delay, which may not be considered to be the fault of AXESS AG, include fortuitous acts beyond its control, in particular general mobilization, war, civil unrest, strikes and lockouts. No claims for defects whatsoever will apply as long as the customer is in default of payment or where the delivered goods have been handled in an inappropriate manner. The same conditions apply for a replacement delivery as for the original delivery.
- 8) Copyright and reproduction rights: The copyright on and the right to reproduce its own designs belongs to AXESS AG. The customer alone is responsible for the reproduction rights on all the printing drafts or artwork, printed characters or types etc. In so far as AXESS AG is itself the owner of the copyright and production usufruct rights of the printed productions supplied or parts of the same, the customer acquires on acceptance of the delivery only the right to distribute the said delivered products (§ 16 Law of Copyright); the rights of usufruct, in particular the reproduction right, remain otherwise unchanged in the hands of AXESS AG. AXESS AG has the exclusive user rights of all the means of reproduction (type matter, films, etc.) and printing products for the preparation of all items for reproduction that it has itself prepared. AXESS AG does not have the responsibility of ensuring that the customer has the right to reproduce, or to make use of in any other manner the printer's copy and art work that he has provided, but is entitled to assume that the customer has all the necessary rights in respect of third parties that may be required for the carrying out of the contract. The customer will ensure that AXESS AG is free of all liability in respect of all third party claims of infringement of copyright, production rights, other industrial property rights or claims under personal law. AXESS AG must immediately notify the customer of all such claims and to make known the dispute in the event of a pending legal action. Should the customer not appear with AXESS AG as a party to the dispute in the legal action after this has been made known, AXESS AG has the right to acknowledge the claims of the plaintiff and to maintain its freedom from all liability over and against the customer irrespective of the legitimacy of the claims made.
- 9) Validity of offers: Our offers are made without obligation. Errors excepted. An order is considered as accepted by AXESS AG only after receipt of a written order confirmation. Offers are valid in principle 4 weeks after the date when they were made.
- 10) Name or trade mark stamp: AXESS AG has the right to apply its company name or trade mark on the printed matter handled even without obtaining the specific permission of the customer.
- 11) Contract modification/ Court of jurisdiction: Any changes or additions to this contract must be in written form in order to have legal validity. The customer's general terms and conditions do not apply. The silence of AXESS AG with respect to such deviating terms and conditions cannot be construed as an approval. AXESS AG has the right to transfer the legal rights and duties deriving from this contract, either in part or in full, to third parties. Austrian law (domestic law) applies. The court of jurisdiction is exclusively the competent court of law in Salzburg (Austria).
- 12) Scope of application: These general conditions for ticket and accessory supplies are valid only for conventional data media (tickets) and accessories. Hardware, software and electronic data media, as also the delivery of other goods and services are excepted.