

**FELDER KG**

Maskiner + Verktyg för träbearbetning

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**FELDER FORMAT4 Hammer MAYER**

SAGERYD DATA AB (I & D)  
KONVALJSTIGEN 3A  
135 62 TYRESÖ  
SCHWEDEN

**ORDERBEKRÄFTELSE**

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**Order nr.** 1A.2311920  
**DF-Order nr.** 55-2075101  
**Kundnummer** 0010274396  
**DF-Kundnummer** 1P293  
**Beställningsdatum** 30.01.23  
**UID fakturamottagare** SE556311920401  
**UID lev. till part** SE556426233401  
**Märkning** TRB8P - Sageryd Data  
**Beställningsnummer** 100408669

**Datum** 30.01.2023  
**Säljare** Axel Feichter

zentrale|dbatch\_zentral1|3|30012023195927

Pos.	Artikel	Kvantitet	Pris per enhet	%	Totalt pris SEK
01	<b>AD741</b> <b>FELDER RIKT-PLANHYVEL AD 7-41</b> Cykel KW26-23				
01.01	424-60011 Rikthyvel 410 mm bredd, 2000 mm bordslängd med dubbelt, fjädersstött lyftsystem. Båda gjutjärnsborden har lätt höjdställ- ning, Max. avverkning 4 mm	1 Stük			
01.02	424-60009 Utsugshuv 410 mm, Standard	1 Stük			
01.03	424-60016 Rikthyvelanhäll 410 på rundstäng, vinklinsbart 90°-45° Eloxerad anhallsskena 150x1100 mm	1 Stük			

Pos.	Artikel	Kvantitet	Pris per enhet	%	Totalt pris SEK
01.04	424-60006 2-växlad synkron växellåda Av/På-kontroll, matarhastighet 6/12 m/min vid 50 Hz och 7,2/14,4 m/min vid 60 Hz	1 Stük			
01.05	424-10005 Maskinställ AD 741	1 Stük			
01.06	424-30020 Emballage STANDARD 2100 x 1200 mm	1 Stük			
01.07	420-60017+1 EURO - STANDARD - hyvelskydd 410 mm Fjädrande, kipbart broskydd framför och hyvelskydd vikbar bakom hyvelanhållet.	1 Stük			
01.08	423-60010 Silent Power Spiral hyvelkutter 410 mm med HW-vändknivar	1 Stük			
01.09	424-60003 404 mm planhyvel med automatisk, elektronisk höjdinställning "Power Drive". Höjd 3-230 mm steglös inställning.	1 Stük			
01.10	424-40403 El-system 3x400 V, 3.0 kW S6-40% Direkt start, CE/US	1 Stük			
01.11	424-40401 50 Hz frekvens	1 Stük			
01.12	424-90105 Betjäningsmanual svenska	1 Stük			
01.13	430-10401 Maskinförpackning (S)	1 Stük			
01.15	430-152 Monteringssystem för bordsförlängning 410mm	1 Stük			
01	Utrustning enligt prislistan				

Pos.	Artikel	Kvantitet	Pris per enhet	%	Totalt pris SEK
	ad741_A.SS @A417C452: 001 004 006 905 37 44 53 208 211 950 951				
01.18	410-162 Hjulsats utan hävarm för maskiner i serie 7 + 700, sedan november 96	1 Stük			
01.19	410-163 Monteringsplatta för hävarm till hjulsatsen för AD941, AD741, G300 G460	1 Stük			
01.20	22-0-006 Transportkostnader AD5-31/AD7-41/A 941 Avlastning med lyftplattform eller gaffeltruck Gaffeltruck och förare måste organiseras av kunden	1 Stük			
01.21	01.1.001 Bordförlängare "F" Bredd 140 mm, längd 500 mm	1 Stük			
Listpris					101.425,00
Rabatt					-12.425,00
Netto belopp					89.000,00

Skattebesked

## Fakturaplan

### Räkning i SEK

**Sluträkningen - vid leverans** 89.000,00 SEK**Total summa** 89.000,00 SEK**Om din faktureringsplan innehåller en deposition, vänligen gör din betalning i tid. Annars förlängs leveranstiden.****Om beställningen finansieras via ett finansieringsbolag överförs samtliga genomförda betalningar till**

**Total summa****finansieringsbolaget.****Fakturer och betalningsbegäran skickas elektroniskt via e-post.**

Leveransmetod	Maskintransport speditör fri leveransadress
Leveransvillkor	Fraktkostnader
Betalning	14 dagar netto
Leveranstid	07.23

Varorna är FELDER's egendom tills dess att full betalning har erlagts.  
Ovanstående priser är slutgiltiga. Ingen ytterligare rabatt är möjlig!

**Vi vill informera om att det kan vara förseningar i leveransen på grund av materiella flaskhalsar inom försörjningssektorn som ett resultat av Covid-19-pandemin. Vi tackar dig för din förståelse!**

Vi behandlar er beställning noggrant och är angelägna om att ni ska bli nöjda.  
Om du behöver mer information, vänligen kontakta vår orderavdelning **ord@felder.at** som gärna hjälper dig.

**Vi tackar för er beställning!**Maskintillverkare **FELDER**

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Orderavdelningen

**Terms and conditions of trade** (at/en)**I. Contract**

- (1) The terms and conditions of trade apply to all present and future business relations.
- (2) Deviating, opposing or additional terms and conditions of trade from the customer, shall – even when acknowledged – not be part of the contract, unless they have written approval.
- (3) By placing an order the customer enters a binding agreement to purchase the good or service. Finalisation of the order will be confirmed by the seller within 2 weeks through an order confirmation or alternatively by the carrying out of the service. 2 weeks is based on the day on which the confirmation is posted, not received.

**II. Prices**

- (1) All pricing is ex-works, A 6060 Hall in Tyrol.
- (2) Unless otherwise stated, the total amount is shown as a brutto amount before relevant sales tax.
- (3) The prices do not include transport or shipping costs.

**III. Delivery**

- (1) Unless otherwise stated, all deliveries are ex-works, A 6060 Hall in Tyrol, at the risk and expense of the customer.
- (2) Should the goods be sent to or installed for the customer at their request, the customer must also carry the risk of accidental loss or damage, regardless of the origin of the goods or who carries the transportation costs.
- (3) If the transport and insurance of the goods is included in the order, the risk of accidental loss or damage of the goods is transferred with the handover of the goods.
- (4) If the customer does not collect or accept delivery of the goods within the stipulated time period nor following the additional respite, whether expressed or not, the seller can withdraw from the contract and claim for compensation. The same applies to late payment of the agreed final amount.
- (5) The seller is not required to take back packaging.

**IV. Delivery schedule, force majeure, strike, lockout, suppliers**

- (1) Delivery schedules are approximations.
- (2) Delivery times can only be kept to providing complete and timely deliveries from our suppliers. Unforeseeable interruptions to normal business proceedings of the seller or of their suppliers which are outside of their control such as lockouts, force majeure which are due to unforeseen or unavoidable circumstances may delay the delivery by an undermined amount of time.
- (3) Post contract agreements, particularly when concerning technical details may influence the delivery time.
- (4) In the event of a delivery delay being caused by any circumstances outside of the control of the seller, the buyer may only withdraw from the contract once a written cancellation is submitted after the agreed delivery date has passed and only once following receipt of the written cancellation an agreed reasonable extension to the delivery date also passes. The buyer is not entitled to claim for compensation arising from such a cancellation.
- (5) The seller is only liable for damages due to delays in delivery resulting from intention or gross negligence.
- (6) Should the delivery of the goods be made impossible as mentioned in paragraph (2) or excessively difficult, the seller must inform the buyer; In doing so the seller is exempt from a requirement to deliver the goods.

**V. Payment**

- (1) Unless otherwise stated, the total amount including any additional costs, is to be paid in full within a period of no more than 12 days from the date of the invoice.
- (2) The payment is deemed on time or late according to the date it is received by the seller.
- (3) Bank orders and cheques shall only be accepted on agreement of the seller whereby any applicable bank charges must be carried by the buyer.
- (4) The seller shall charge registered businesses 1,5% interest per month in the event of payment arrears. The seller reserves the right to charge a higher rate.
- (5) The seller shall charge private customers 5% per month above the base interest rate in the event of payment arrears.
- (6) The buyer may only challenge the claims of the seller when the buyers case is standfast or legal proof is presented. The same applies to the lien right of the buyer. Furthermore the right of lien must be justified according to the terms and conditions of the sales agreement.
- (7) In the event that the payment terms are not honoured or the customer files for bankruptcy, the seller is justified to call in all open payments with immediate effect.
- (8) In the event that the customer owes on multiple invoices or payments the seller can stipulate that the older open amounts must first be settled before any others can be settled.
- (9) In the event of late payment, the seller is permitted to charge a notice fee (max. Euro 25,-) per notice as well as all charges incurred in the event that a legal action is taken.

**VI. Warranty**

- (1) The seller is entitled to choose the method by which any faults in the goods are corrected by either repair work, replacement or reduction in the selling price. Claims for compensation are not possible.
- (2) The customer must check the machine upon receiving it and immediately report any faults in writing.
- (3) If the buyer is the end user, he has the right to choose whether the correction of the defect is by means of repair or replacement. The seller is however entitled to decline the means of correction, should it involve disproportionate costs and the alternate means of correction does not result in significant disadvantages for the end user. Compensation claims are not possible.
- (4) The buyer is required to give the seller a reasonable period of time to correct the defect; otherwise the right to warranty is deemed void. Should the correction of the defect not be completed within the legally stipulated time period, the customer can withdraw from the contract or claim for a reduction in the sales price. Small defects do not give the customer the right to withdraw from the contract.
- (5) The end user must submit a written report of obvious faults within the 10 day time period which commences once the goods have been received. Otherwise the right to having the faults corrected is waived.
- (6) Faults, that are not clearly recognisable during an in depth check, must immediately be reported as per paragraph 5, once they have been identified.
- (7) Warranty claims due to non obvious faults are no longer valid, if they are not submitted to the seller within 6 weeks following the hand over of goods, regardless of whether the goods have been commissioned or not.
- (8) For registered businesses, the right to warranty claims lapses one year after the delivery of the good. For consumers, the right to warranty claims lapses two years after the delivery of the good.
- (9) Instruction manuals supplied by the seller with the machinery must be rigorously followed by the operator. The seller cannot be held responsible to any claim resulting from the instruction manuals not being followed.
- (10) The conditions to which the seller has committed to supplying the goods or service are to be taken only from the agreed contract and not from price lists, advertising literature or catalogues. The customer does not receive a guarantee which is legally binding.
- (11) For private end users in the EU - and EEA- area the warranty for used machines is 1 year. There is no guarantee nor warranty for third party machines in an exchange. For professional end users in the EU - and EEA- region there is no warranty nor guarantee.

**VII. Usage compensation of the seller**

Should the buyer return a good due to breach or withdrawal from the contract, the seller has the right to compensation for the use of the good as well as processing fees. This compensation is calculated on the visual and technical condition of the returned good. The usage compensation will amount to a minimum of 30% of the net purchase price of the used good as well as a usage fee of 4% of the total purchase price per calendar month after invoicing.

**VIII. Liability**

The liability of the legal representatives, vicarious agents and employees of the seller vis-à-vis the customer are exempted except in the event of intention or gross negligence.

**IX. Reservation of proprietary rights**

- (1) The good remains the property of the seller up until the complete payment is made according to the terms and conditions.
- (2) In the event of resale to a third party prior to the settlement of all open amounts, the open amounts are transferred to the third party. The customer is required to inform the seller of this transfer in writing.
- (3) In the event of intervention by third parties, in particular the repossession of the good, the buyer must inform the seller immediately in writing as well as making the third party aware of the right of ownership. The customer must foot all costs required to reverse the repossession and return the goods.
- (4) As long as the reservation of proprietary rights exists, rental, disposal, pawning or any other form of transfer of the sales good including any modification is not permitted without the expressed written permission of the seller.
- (5) Throughout the reservation of proprietary rights the customer is entitled to the possession and use of the goods.
- (6) In the event that paragraphs 1–5 are not followed the seller is entitled to withdraw from the contract.

**X. Withdrawal**

- (1) Regardless of other legal and contractual reasons the seller is entitled to withdraw from the contract, in the event that the buyer has made false claims regarding their credit rating, withholds payment or installments, files for bankruptcy or the worsening of the economic conditions to the extent that the seller can no longer be expected to meet the terms of the agreement.
- (2) The seller is entitled to withdraw from the contract, in the event that conditions arise following the sales agreement that make the delivery impossible or economically unviable.
- (3) The purchaser is entitled to withdraw from the contract within 5 days. The withdrawal must be submitted in writing, either by fax or electronically. In the event of such a cancellation the seller is entitled to a cancellation fee of 30 % of the sale value incl. VAT.

**XI. Place of performance and court of jurisdiction**

- (1) In the event of legal disputes arising from this contract, the responsible court of jurisdiction is that of A-6060 Hall in Tirol. A-6060 Hall in Tirol shall be the court of jurisdiction for both sides of the dispute.
- (2) The legal relationship is subject to Austrian law. Cross references to foreign law do not apply.

**XII. Other**

- (1) Changes and additions must be in written form in order to be valid.
- (2) The requirement of changes in writing and additions can in turn only be annulled in writing.
- (3) In the event that a FELDER – Partner Contract exists, its terms and conditions overrule these general terms and conditions.
- (4) The seller is entitled to transfer various rights and obligations, including those stipulated in these terms and conditions to an authorised contract dealer, thereby releasing the seller from any obligations. In doing so the place of performance and court of jurisdiction are also transferred to that of the contract dealer. The customer has forthwith been informed of this and hereby agrees.
- (5) The nullity or ineffectiveness of individual terms does not influence the applicability of other terms.
- (6) In the event that individual terms stipulated by this agreement are not applicable, they should be adjusted to represent in the allowable context of this agreement.
- (7) If the good is ordered by electronic means, the seller will immediately confirm the receipt of the order. The confirmation of the receipt of the order does not represent a binding acceptance of the order. The confirmation of the receipt of the order may be combined with the acceptance of the order. In addition following an order by electronic means from the user, the contract text from the seller is saved and can be requested to be sent alongside the general terms and conditions by e-mail.
- (8) The FELDER KG Warranty terms and conditions can be found in the relevant operating manual as well as on the FELDER KG internet site [www.felder-group.com](http://www.felder-group.com).

**XIII. Special terms and conditions for consumers act**

- (1) Delivery charges: The delivery charges or transport charges are to be born by the buyer.
- (2) The contract terms are subject to Austrian law.
- (3) Rights of end users to withdraw from the contract in the event of a distance selling contract.
- (3.1) The user has the right to revoke the purchase agreement with the seller within two weeks of receiving the goods. The revocation does not need to contain a reasoning and can be confirmed in writing or by returning the good to the seller.; Returning of the goods is deemed to meet the required 2 weeks, if the goods are dispatched within the required time period.
- (3.2) By executing their right to revoke, the user is required to return the good. The cost of returning the good in the event that the sale is revoked must be born by the buyer. In the event that the delivered good does not match the ordered good, the return costs must be born by the seller.
- (3.3) The consumer is hereby informed that they are accountable for any devaluation of the good through its regular use. The devaluation caused by the mere testing of the goods and resulting in the fact that the good can no longer be sold as 'new' must be covered by the consumer.
- (3.4) The right to revoke the contract does not apply to the delivery of machines that have been built to specification for the user or in the event that due to their nature the machine is not suitable to be returned. A machine is deemed as being built to specification when the machine does not feature in the valid program range catalogue.