



GENERAL TERMS AND CONDITIONS OF BUSINESS

These terms and conditions of sale take precedence over any of our customers' terms and conditions of purchase. This means that by placing an order the customer automatically acknowledges the exclusive validity of our terms and conditions of delivery and payment.

Offers

Our offers are always non-binding with regard to the manner of execution, prices and delivery periods. With regard to offers, typesetting and printing errors are excepted. Samples, designs, prospectuses, plans and illustrations remain our (intellectual) property and serve primarily the purpose of illustration. The information contained does not constitute any warranted quality.

Conclusion of contract

Orders and amendments of them require proper written confirmation by us in order to be effective. In the case of custom-made products, cancellations of orders are possible only with payment of expenses already incurred for tools and goods already manufactured. Our order confirmation is binding for our production in all points. With regard to the order confirmation, typesetting and printing errors are excepted. In the case of custom-made products, we reserve the right to make a 5% under-delivery or a 10% over-delivery. You may submit requests for changes to us only within 48 hours after receipt of this order confirmation. The change requires our written confirmation.

Qualities of the wood

Wood is a natural product. Its natural characteristics, in particular variances in colour and structure within a type of wood, do not constitute grounds for complaint or liability. The swelling and shrinking of the various types of wood and the associated dimensional tolerances must be accepted and do not give rise to liability.

Prices

Unless anything to the contrary has been agreed, our prices are valid from our warehouse, in euro and ex VAT. Deliveries with a value below EUR 100 will be made only against cash payment or cash on delivery. We reserve the right to make price changes necessitated by changes in the raw materials market and in the wage sector. The prices applicable on the day of delivery shall be charged.

Delivery times

The agreed delivery periods are not binding and they count – even in the case of default - as extended if a delay occurs for which we are not responsible (e.g. impossibility of material procurement, interruptions of operations or exceptional occurrences). Force majeure, war, strikes as well as non-compliance with the terms and conditions of payment, negative information, discontinuation of the basis of business and official directives etc. shall release us from the duty of delivery.

Compensation claims based on non-fulfilment or late fulfilment (in particular late delivery), both against us and against our vicarious agents or assistants, shall be excluded insofar as our actions are not based on intent or gross negligence. The ordering party or the purchaser must prove culpability or gross negligence. Withdrawal from the contract is possible only after setting a reasonable additional period which must be at least 14 days. A delivery time of 2 weeks after the stated delivery time counts as punctual in any case.

Partial deliveries are permitted for us. They count as independent deliveries even with regard to the payment date. Our delivery duty counts as fulfilled as soon as we have notified the purchaser of readiness for collection and dispatch.

Dispatch

Unless anything to the contrary is agreed, the goods count as sold from stock. Even if free delivery has been agreed, the dispatch is always made at the risk of the ordering party, whereby the transfer of risk to the ordering party takes place as soon as the goods leave our works.

Insurance is taken out only by express request and at the cost of the ordering party. The goods must be examined immediately upon arrival; complaints may be considered only within 8 days after receipt of the goods.

Payment

The terms and conditions of payment stated on our invoice documentation apply: payment within 14 days from the invoice date. In the case of custom-made products, an advance payment may be required upon receipt of the order confirmation. Any promised delivery period begins only when this payment is received.

In the case of delayed payment we charge 12% penalty interest per annum. Any agreed discounts will not then be granted. Offsetting is possible only against claims acknowledged by us or which are res judicata. All reminder and collection expenses must be paid by the debtor. If the purchaser is in delay with a due payment or if a substantial deterioration occurs in the purchase's financial circumstances, we may demand cash payments both for deliveries already made and for all outstanding deliveries, whereby the original period allowed for payment shall no longer apply. We do not accept payment by bills of exchange or cheques.

Place of performance and jurisdiction

Vienna is agreed as the place of performance and as the place of jurisdiction. Austrian law shall apply exclusively.

Reservation of title

The delivered object remains our property until full payment of the purchase price together with all additional charges.

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