



Pickup-, delivery- and payment conditions

unless explicitly agreed otherwise in the contract

1. All orders are issued by signing the contract. The customer confirms that he received a copy of this contract. Thereby the customer explicitly accepts our deliver- and payment conditions.
2. Invoice address, delivery address, etc. are to check BEFORE signing the order. The signatory and the debtor must be identical; for commercial customers, information on the persons responsible and authorized to sign for the payment is mandatory. Later changes are chargeable.
3. We would like to point out, that we do not accept cancellations.
4. There is no right of withdrawal for urgent repair or maintenance work for which the entrepreneur has been expressly requested to start immediately the work, or for goods that are manufactured according to customer specifications or are clearly tailored to personal needs, or at the express request of the customer with the order/execution/production of the service or goods described in the contract beginning during the withdrawal period.
5. The statutory warranty provisions apply.
6. Unless otherwise agreed, the total price is understood to be the net price including statutory VAT. The deposit is payable after the transaction within 7 days. For partial deliveries, another payment on account in the amount of each item total, minus the aliquot deposit is due promptly. The remaining amount is promptly payable upon provision of the goods by check or in cash without deduction. Payments by payment slip or referral are to be carried out on our account within three business days free of expenses. In the event of default in payment, we are entitled, even without a previous reminder, to charge private customers an interest rate of 4 percent p.A. and for commercial customers an interest rate of 9.2 percent p.A. to be offset above the base interest rate as default interest from the due date. When exceeding the agreed payment periods, also by insufficiently covered accounts of the customer, unjustified cash discounts are invoiced.
7. We are always striving to keep delivery times, to the best of knowledge and belief, as short as possible. The specified time is based on experience, which, depending on the order situation of our suppliers, may change slightly. The delivery period starts from the date, on which any open details in the order have been completely clarified and the agreed payment on account has been received. If the delivery is delayed, due to circumstances which we are not in debt, especially by non-observance of deadlines on the side of our suppliers, by force majeure, traffic disruption or similar events, then the delivery time is extended by the period of obstruction. If the customer picks up or gets additional material patterns for controlling send, the delivery time is extended by the time, until the pattern gets send back to the salesperson. Claims for damages due to delayed delivery are excluded.
8. The provision of goods is available at the end of the agreed delivery time, if they are available for pickup or delivery to the customer and we contact the customer the first time to arrange the delivery- or pick up date.
9. The customer is obliged to take over the ordered goods no later than the end of the agreed delivery time within a week. Default of acceptance occurs when the customer does not accept the goods at the agreed delivery date or can't be reached by phone and isn't responding to a written reminder within 14 days. If the customer is in default of acceptance, we deserve a monthly storage, insurance and handling fee at a height of 3% of the contract value, however, in total of at least 120,- Euro incl. 20% VAT. The remaining amount is due promptly upon default of acceptance.
10. If the customer violates his contractual obligations, then he is obligated, to replace all necessary costs that we need to pursue our claims, which are in an appropriate relation to the demand. The customer has to replace Euro 4,- per warning. In addition, the costs of debt collection agencies up to the applicable regulation for maximum fees in debt recovery intended maximum fees and the cost of lawyers after the "Lawyers' Fees Act" are to be replaced.
11. Assembly and delivery, if specified separately and not agreed otherwise, get invoiced per man and hour at the indicated price incl. VAT., at cost or as a lump sum in addition. All services not specified in the contract, but carried out by the contracting authority are charged subsequently. Requirements: The access paths and premises where the ordered goods are to be installed or mounted must be accessible free and easily. All necessary installations, connections and site provided parts to our assembly, must be available at the beginning of the delivery / assembly. If those requirements don't apply, the resulting additional costs for working hours will be charged subsequently.
12. For wall fastenings a bearing and solid concrete or brick wall is a prerequisite. Gypsum plasterboard walls are suitable only in exceptional cases. Cables, steel reinforcements, thermal insulation, cavities or other unexpected less solid areas in the masonry can lead to a change of mounting position and overall appearance, as well as to a substantially reduction of the maximum working load. This doesn't entitle to any exchange or return claims and is no reason for complaint, even if an inspection was carried out by us. Additional work, which we perform due to such unforeseen events in consultation with the customer, will be invoiced at cost.
13. Goods takeover - the goods must be controlled on defects immediately upon delivery or pick up by the customer or a representative, together with our delivery personnel and the receipt of the goods must be confirmed. Thereby operation and functions will be explained as well as the care instructions and if present, color patterns, manuals and warranty documents get handed over. The acquisition is to be confirmed on the delivery note. The complaint of visible defects at a later date will not be accepted. If the delivery and the condition of the goods is confirmed by contract foreigners, the customer at the place of delivery or the person sent to the pick-up, this confirmation is binding for the customer.
14. Customer pickup: Only in the warehouse, 1050 Vienna, Margaretenstr. 93, Mon-Thurs 08-12 / 12-16 and Fr 08-12 by phone appointment. The goods must be completely unpacked with our warehouse staff upon delivery and immediately checked for defects. Subsequent complaints will not be accepted (except for hidden defects).
15. Model-specific changes and small differences to our exhibits are no reason for complaint.
16. Equipment assembly and installation (e.g. TV, stereo or kitchen appliances): Devices only get installed if they were sold and delivered by us within the order. Supplied equipment and cabling on customers request will only be assembled if this has been agreed on in the contract as a separate item. Devices and their technical data (weight, size, assembling parts), cables, distributors, connectors, etc., which are provided by the customer, must be announced to the salesperson in written form when signing the contract at the latest. All changes must be announced in written form and will extend the delivery time.
17. Wrinkling in cloth- and leather covers is a consequence of design, process, cloth, or use and are therefore ruled out as a reason for complaint.
18. Leather scars, wrinkles, insect bites and color differences in the dermis are the indicator of natural processing of high quality leather and skins and don't constitute a reason for complaint.
19. Colors, structure of the material and drawing: Wood and leather are natural products and can therefore show a very different appearance, also within a single piece of furniture. Even with all other materials differences are possible, depending on production and incidence of light. Our shown material patterns and photos are therefore no binding guidelines. Only specially requested outturn samples show the color of the ordered goods, within the approved tolerances. Color differences are due to the production can't be avoided even with common delivery. All materials may discolour differently when exposed to light, in some woods, the color difference is particularly high after some time. Reordered parts or parts originating from a different production can never have the exact same color or drawing.
20. Discoloration: All materials can discolour differently when exposed to light. Direct sunlight and large windows accelerate the discoloration due to increased UV radiation. With some woods, the color difference is particularly large after a while. Reordered parts or parts from different production can therefore never have exactly the same color or texture. Discoloration due to chemical influences: Incorrect care products, substances containing solvents (e.g. felt-tip pens, nail polish and removers), self-tanners and creams, dyes in new, rarely washed items of clothing or accessories, softeners in dyes and plastics are particularly dangerous. Frequent or prolonged contact with body sweat and fat can lead to discoloration. Discoloration is not a reason for complaint.
21. Scratches, signs of use: All materials can get scratches, signs of use or even damage from harder objects. Such mechanical influences are no reasons for complaint. This can sometimes be avoided with pads, felt pads or appropriate caution. Sliders are wearing parts and must be checked and replaced regularly. Metal parts on clothing and accessories as well as sharp seam edges are particularly dangerous for upholstered furniture. Care aids must not rub.
22. Setup-service: After assembling the floor can subside through the additional burden. Thereby it may be necessary to adjust doors and drawers again. This is no reason for complaint - as a service we will adjust our delivered furniture once for free at the earliest 4 weeks and no later than ½ year after assembly.
23. Furniture care, instructions: The enclosed care and cleaning instructions must be observed. Missing instructions are to be noted on the delivery note. Alternatively, the care instructions on the delivery note must be observed. Damage due to non-observance, incorrect handling or care are not grounds for complaint.
24. When transporting and disposing furniture and other items the customer's request, unless otherwise agreed, the cost of disposal and transportation, including the price indicated incl. VAT. per piece or as a lump sum will be charged in addition.
25. The delivered goods remain our sole property until the full payment of all our existing claims from the purchase contract. For the duration of our reservation of proprietary rights, the customer obligated to treat the delivered goods with care and inform us immediately of a possible third party access.
26. Cost estimates and plans are generally without obligation and non-gratuitous. The creation of a cost estimate doesn't bind the contractor to accept an order and carry out the listed services in the cost estimate. Plans that we carried out with the cost estimate or an offer don't get handed over. Design contract: After agreement sketches, plans and preliminary designs for a consideration of at least EUR 500,- per room or planning day can be handed over. When ordering, the fee gets credited, depending on the contract value pro rata the cost estimate- or quotation sum. Blanket order: Against one deposit of 1/10 of the estimated contract value the customer will receive a comprehensive, individual service package in advance. The final order can be carried out later after clarification of all details, there are 70 percent of the quotation sum agreed on as minimum order quantity. All designs, sketches, drawings, plans and other documents are our sole property. Without our written authorization they may not be copied or made available to third parties and must be returned immediately at our request.
27. Framework order: In return for a 1st account of 1/10 of the estimated order amount, the customer receives an extensive, individual service package in advance. The definitive order can be placed later after all details have been clarified; 70 percent of the offer amount applies as the agreed minimum order quantity. All drafts, sketches, drawings, plans and other documents are our sole property. They may not be copied or made accessible to third parties without our written authorization and must be returned immediately upon our request.
28. In case of slight negligence by ourselves or our employees we are not obliged to pay for damages out of warranty on claims that are made effective as a result of our delivery.
29. We are entitled to withdraw from the contract if the customer becomes insolvent.
30. It is agreed as jurisdiction, the Commercial Court of Vienna in Austria.