We reserve the right to increase our prices due to the following factors: general alterations to our labour costs on the basis of collective contractual obligations, legal regulations or internal business requirements, additional costs relating to the contract regarding financial services or bookkeeping and increases to our material costs such as energy, transportation, working abroad, financial conditions, etc. These changes do not confer a right on the customer to cancel or discontinue the contract because of frustration of contract. Overall prices, unless agreed in writing, do not include additional expenses. Costs for packaging, shipping, customs and other delivery services will be separately invoiced.

A delivery deadline promised by us does not become effective until clarification of all of the technical and commercial details of the job. Promised delivery dates will be adhered to where possible, but they are not binding. Delays to deliveries entitle the customer neither to cancel the contract nor to demand compensation under any guarantee, collateral costs or other damage compensation claims and entitle us to extend any time limits or to cancel any contract or part of contract because of inability to fulfill. This clause is valid even if these events occur when we are already behind schedule. Unless previously agreed, the buyer takes the risk for any changes to the price or performance from the moment of notification of readiness to ship from us or at the latest the dispatch of goods from our stores (or in the case of direct delivery, from the stores of our suppliers) and this clause remains valid even if we are providing goods not from our stores but from our suppliers.

The customer must provide at their own expense and risk any interrelated works not included in the contract. The customer is committed after a successful delivery or installation, including part deliveries, to pay interest of 1% above the current bank rate on the outstanding amount per month. In addition, the customer must compensate us for any other purpose from a customer or persons empowered by him excluding those cases where we are entitled to withdraw from any contractual obligations irrespective of any claims or damages. This duty is also valid within the last three days, however a complaint does not entitle the customer to withhold payment or part payments. Disputing to law the guarantee period is one year from the date of delivery and may be extended by the buyer at any time during the guarantee period. If the buyer does not claim the goods or objects within the guaranteed period, the customer or a person empowered by the customer carries out any alterations or repairs to the delivered goods. In the case of any complaint, the customer first has the duty to accept the repair or alteration and then has the right to demand compensation. Any liability for consequential damages is not included in any compensation claim. We can only offer guarantees on goods that we purchase from a third party supplier equivalent to the guarantees given by sub-contractors themselves offer. We offer guarantees for the products delivered to the consumer which are contained in the standard guarantees and qualities on these types of product. Any extensions to these standard guarantees and qualities, for example during special advertising campaigns or in the accompanying product documentation (also in those of the manufacturer) will only become valid if specifically written into our offer document. Our guarantee applies to the functional ability of our systems, spare parts and appliances and does not apply to their appearance. The standard guarantee applies to any defective parts without exception, but does not cover the work, the travel expenses and/or the costs of transport required to rectify the fault.

The assignment of guarantees and compensation rights is not permitted. If goods are resold by the customer, then our guarantee is no longer valid and the consumer right contained in the purchase agreement is no longer valid. In the case that after the start of a contract, a deterioration in the financial circumstances of the customer becomes apparent which decreases the customer’s credit worthiness, all remaining debt minus depreciation and a rental fee calculated on our standard charges for the goods acts as security for the final bill. The enacting of this proviso will not be regarded as repossession. The customer must provide at their own expense and risk any interrelated works not included in the contract. If a regulation becomes ineffective the contract partners have a duty to agree on an alternative formulation of the contract. The application of Austrian law. The application of UN conditions. If a regulation becomes ineffective the contract partners have a duty to agree on an alternative formulation of the contract. The application of Austrian law.