

**The General Terms and Conditions of Decor Service Fortmüller Handel GmbH,
8490 Bad Radkersburg, Theatergasse 1-2, Stand Mai 2018**

1. Place of general jurisdiction

Any legal case arising from this contract shall be heard in 8330 Feldbach.

2. Contract scope and validity

These General Terms and Conditions will apply to all offers of Decor Service Fortmüller Handel GmbH with the customers. They are also valid for the follow-up orders. The General Terms and Conditions of customers and verbal side agreements are going to be only accepted in writing. Deviating or additional agreements are going to be confirmed by us in writing in advance.

3. Contract conclusion

All offers from Decor Service Fortmüller Handel GmbH are non-binding offers and without engagement. After the contract conclusion, we can correct any spelling mistakes or miscalculations. Cancellations are only possible with our agreement. Point 10 will apply accordingly.

4. Offers and prices

All the prices stated in the offer or the price list are net prices and are subject to confirmation from stock, no shipping costs are included. Increases of the purchase price of the goods between ordering and accounting entitle us to increase the sale price by the same amount. We are entitled to request payment by cash in advance and put corresponding thereto partial invoices for partial deliveries. Printing errors and price corrections are reserved for us.

5. Prices and Terms of payment

a. The prices and the delivery conditions stated in our offer or our order confirmation apply for all orders. The minimum order value is 30,00 EURO (net excluding shipping costs). The VAT is not included in our prices; it will be shown in the bill at the statutory rate on the date of invoicing

b. Unless otherwise agreed, our invoices are due immediately upon receipt of the invoice, without deductions. If payment is made after the agreed payment date, it will arrive without further delay. The purchase price is subject to interest during the default at the applicable statutory default interest rate. We reserve the right to assert further damages caused by default as well as the commercial maturity interest

c. If our terms of payment fail to comply or if it becomes apparent after the conclusion of the contract that our claim to the purchase price is jeopardized due to lack of efficiency of the customer, we shall be entitled to execute outstanding deliveries only against advance payment or security deposit and to withdraw from the purchase contract after a reasonable grace period. We are also entitled to prohibit the resale of goods delivered under retention of title and to demand their return at the expense of the client

6. Retention of title

a. The goods remain our property until full payment of the purchase price and all associated costs and expenses. Bills of exchange and checks are only valid after redemption by the client, not already with a contribution as payment

b. The customer is entitled to dispose of our reserved property and the claims assigned to us in the ordinary course of his business as long as he fulfils his obligations to us in due time; Exceptional dispositions, such as, in particular, the assignment of security or assignments or pledges, are not permitted

c. The client must notify us immediately if third parties wish to substantiate or assert rights to the reserved goods or our claims.

7. Delivery

a. Force majeure (war, operational or traffic disruptions, lack of workers or raw materials, strike, lockouts by us or by suppliers) releases us from the delivery obligation for the duration and scope of the disruption; there is no right to subsequent delivery of the quantities thus allocated.

b. In the case of non-acceptance of ordered goods, we are entitled to claim 5% of the order value for accrued expenses or paid commissions in addition to further claims for damages.

c. Delivery obligations and delivery periods are suspended as long as the customer is in arrears with payment of one invoice.

d. If the seller has doubts about the solvency of the client or if the customer is a new customer, he may make the further fulfilment of collateral appearing appropriate, in particular of advance payments or cash on the delivery dependent.

e. Deliveries are made from stock unless otherwise agreed. Additional costs for express and express consignments are borne by the recipient. Increases in freight rates after the conclusion of a contract shall be borne by the customer.

8. Complaints

Only goods that are claimed in writing within the specified time limits and whose return has been approved in writing can be returned. The goods must be returned in their original packaging and free on a secure transport route. The goods travel at the risk of the client. Only undamaged, original packed goods will be credited. Required permits are to be obtained from the client.

9. Warranty

The client must immediately inspect the goods for defects and notify defects in writing or claimed incomplete execution within 7 days from recognizability. Otherwise, the goods are considered approved. Promotional goods and promotions are excluded from exchange. We do not assume any warranty for defects resulting from improper use, repairs that have not been previously approved, compliance with the Ö-standards, or delayed payment by the customer. Color or size deviations from sample or from batch to batch are possible in particular due to different suppliers or materials. They do not justify a defect. The information about weight, dimensions, color, etc. are indicative and are for guidance.

10. Other liability

It will not just be for slight negligence, the replacement of consequential damages and pure property damage, lost profits and for damages from claims of third parties. We are not liable for damages caused by negligence of subcontractors or other persons. The amount of any claim is limited to the respective net order value of the services to be provided by us. It will not be liable for damages that the client could have prevented by observing instructions for use.

11. Compensation for contract withdrawal

If the customer withdraws from the contract for reasons beyond his control, the seller may be required to pay a lump sum of 30% of the net order value, which is not subject to the judicial moderation law.

12. Data protection

For us, it is a particular concern, any personal information you provide to us to protect and keep safe. You can find the data protection declaration [here](#).