

Terms of Service

Luxlift HandelsgmbH

1. General

These conditions form an integral part of our offers, sales, services and deliveries and form the basis for all business between us and our contractual partners. Deviations from these conditions are only effective in individual cases if we have confirmed them in writing. The general terms and conditions of the contractual partner do not oblige us – even if the validity of these is stated as an express condition in these conditions – even if we do not expressly object to them. Terms and conditions of the contractual partner only oblige us if we have acknowledged them in writing.

Our offers are always subject to change and non-binding.

All agreements or side agreements made become effective only with our written confirmation.

Should one of the provisions of these general terms and conditions become ineffective, the validity of the remaining provisions will not be affected (ineffectiveness clause).

2. Documents and documentation

Our documents are non-binding. Specifications in catalogs, price lists, brochures, offers and the like are usage-dependent guidelines. We reserve the right to make changes due to technical progress. For errors in these documents as well as in order confirmations, invoices and the like, we reserve the right to correct them or to make a subsequent charge. The scope of delivery of the individual devices may differ from published images. This applies in particular to changes and improvements to adapt to the latest technology and production.

3. Orders

Orders to us are only considered accepted if they have been confirmed in writing by an authorized signatory. The devices sold are each described in technical specifications, which are known to the customer / contractual partner, and their properties are thereby defined.

4. Prices, terms of payment

For the EU area, our prices are exclusive of VAT ex warehouse Vienna. Incidental costs are listed in the order confirmation.

For the non-EU area: Freight and possible customs clearance or import taxation are not included in the sales price of the order confirmation and are to be borne by the contractual partner.

We are entitled to subsequently increase the invoice amount if the ancillary costs unexpectedly increase significantly after the contract is concluded. For example: freight costs for blanket orders.

The sales tax will be invoiced separately.

If a volume discount was granted in a framework agreement and the envisaged quantity was not fully used, we are entitled to invoice the difference afterwards.

The respective payment terms can be found in the offer, the order confirmation or the invoice.

In the event of late payment, we are entitled to charge interest on arrears, in any case 12% p.a. above the usual bank interest. In the event of late payment, all reminder, collection and court costs are also to be reimbursed. In the event of a delay in payment – even with a partial payment – by the contractual partner, all existing claims of Luxlift HandelsgmbH are due immediately and the latter is also entitled to withdraw from all contracts that have not yet been fulfilled without notice. In the event of a delay in payment or if the contractual partner violates other contractual obligations, we are entitled, without prejudice to other claims, while maintaining the purchase contract, to request the return of the goods and to collect them.

5. Delivery

Delivery dates announced by Luxlift HandelsgmbH are subject to change. By stating or agreeing delivery times, no fixed business is concluded. The non-binding delivery period specified by Luxlift HandelsgmbH begins at the earliest with the acceptance of the order (order confirmation). Verbal agreements require written consent. In the event of a delay in delivery, the contractual partner is obliged to grant a reasonable grace period.

We are entitled to issue partial invoices for the partial deliveries we have carried out.

In the event of a delay in acceptance by the contractual partner, we are either entitled to demand fulfillment or to withdraw from the contract with a grace period of 10 working days. In this case, we are entitled to request a cancellation fee of 30% of the list price or the actually suffered higher damage and lost profit without concrete proof of damage.

If the goods are delivered by a freight forwarder commissioned by Luxlift HandelsgmbH, the contractual partner undertakes to provide a suitable area at the delivery address where the goods can be delivered. Delivery is only on the ground floor and the contractual partner is obliged to ensure that a person authorized to represent the delivery can take over the delivery. If further delivery is necessary due to the contractual partner's behavior contrary to the agreement, the delivery fee will be charged accordingly. If delivery free of charge has been agreed, the transfer of risk occurs when the goods are unloaded to the ground.

Complaints, returns and warranty

Complaints should be reported in writing to claims@luxlift.com, stating the product's serial number or invoice data.

Ordered goods are excluded from exchange.

The warranty period is 24 months and begins on the delivery date. For this period, we guarantee that the products are free from processing and material defects.

The recipient of the goods is obliged to examine each delivery upon receipt for completeness and any transport damage. Transport damage must be reported to the freight forwarder upon acceptance of the delivery. Contractual partners must be notified of defects in writing within 8 working days after receipt of the delivery. Otherwise the goods are considered approved. Defects that are only recognizable after use and are not attributable to defective assembly, handling or the like will only be taken into account if the notice of defects is made in writing immediately after the defect has been discovered, but at the latest within 3 months after receipt of the delivery. In the event of incomplete or incorrect information, there is no entitlement to warranty services.

Defects and defects that are caused by improper handling or improper assembly (in accordance with the latest operating instructions), intentional or negligent damage, voltage rises including lightning, by changing the LUXLIFT product (e.g. installing third-party parts, misuse or conversion) are not covered by the warranty. arise.

LUXLIFT can replace or repair the defective goods. For such work, the device must be sent to the Vienna plant with a report of the complaint at your own expense and picked up again after repair. The replacement product will be shipped without accessories, since these parts are already included in the scope of the initial equipment of the LUXLIFT product originally supplied. All parts and products that are exchanged under the warranty become the property of LUXLIFT.

We only guarantee wear parts if the defect is beyond the scope of normal wear and tear.

An exchange within the scope of the guarantee does not give rise to a new guarantee, but the guarantee granted once remains in full but without any spatial or temporal expansion; moreover, the original guarantee period is neither suspended nor interrupted.

If the goods are transferred to third parties, only the LUXLIFT contract partner can assert warranty claims.

We do not assume any other warranty obligations than those listed here, in particular for consequential damage. Even in the event of a complaint, the purchase price is initially to be paid in full, deductions, offsetting and rights of retention are excluded.

7. Retention of title

We reserve – even against third parties – ownership of the devices we deliver until all claims have been paid in full. As long as the devices are our property, any transfer of ownership, possession or use is bound to our written consent.

If the contractual partner is in arrears with the payment of liabilities to Luxlift HandelsgmbH, even if there was a delay in payment at the time the new contract was concluded or the new contract was concluded before the previous contract was due, we are entitled to fulfillment to refrain from legal transactions that have already been concluded. In this case, the contractual partner is not entitled to any damages or other claims.

Copyrights or other industrial property rights are not transferred by Luxlift HandelsgmbH in connection with offers, sales or deliveries or made available for use.

8. Right of withdrawal, cancellation, security deposit and compensation

If an offer is accepted by Luxlift HandelsgmbH and it appears that the contractual partner's financial situation is so bad that our claims are at risk or it becomes known that the contractual partner's creditworthiness is reduced, these circumstances entitle us to refuse our services until the consideration is effected or security is provided for it. We can request the resale of the goods delivered under retention of title and their surrender or the transfer of indirect ownership at the expense of the contractual partner. In this case we can declare the withdrawal from the contract and request compensation for non-performance.

All claims for damages by the contractual partner or user, in particular due to delay in performance, inability or impossibility of performance, due to positive breach of claim, fault on conclusion of the contract or due to unlawful acts, are excluded, unless they are based on intent or gross negligence by ourselves or our employees, We are not liable for consequential damage or other accompanying damage, nor for other indirect damage.

Events of force majeure entitle us to the extension of the deadlines or cancellation of the delivery obligation to the exclusion of claims for damages by the contractual partner.

9. Liability according to the Product Liability Act (PHG):

The contractual partner expressly waives the right to claim compensation for damage to property that he suffers in the course of his company (Section 2 Number 1 PHG).

In the event that the contractual partner sells the contractual goods to another entrepreneur, he undertakes to transfer the above waiver to the company.

In the event that such an overlap should not occur, the contractual partner undertakes to indemnify and hold Luxlift Handels GmbH harmless and to reimburse all costs that we incur in connection with strict liability.

If the contracting party is to be held liable within the framework of the PHG, he expressly waives any right to recourse against Luxlift Handels GmbH.

10. Location

If an address within the European Union is given as the delivery address, the client assures us that the devices can only be moved abroad in compliance with the applicable export regulations.

11. Data protection

The contractual partner expressly agrees that all data obtained from the business relationship in general and the contractual relationship in particular will be automatically determined and processed by us, as well as by the companies affiliated with us.

The contractual partner expressly grants us the right to use data from third parties in his name for the processing and administration of an existing business relationship.

12. Place of jurisdiction and applicable law

Only the competent court in Vienna is the agreed place of jurisdiction. Austrian law applies to the legal relationship with the customer to the exclusion of the UN sales law.