

ORDER FORM

Please fill out the form and send it to info@neuzeug.at!
We will produce your lamp according to your wishes and provide quick delivery.

NEU/ZEUG

PORZELLAN LAMPEN MANUFAKTUR

Am Wehrgraben 4
4523 Neuzeug

Mrs / Ms

.....

Address

.....

E-mail

.....

Date

.....

Phone

.....

Pick up in our sales office:

Shipping (extra costs)

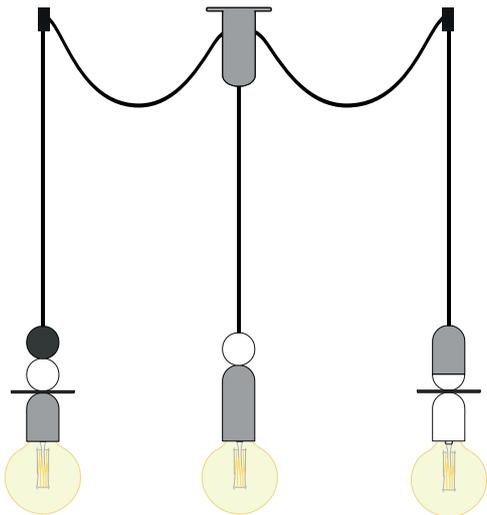
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PEARLS CHANDELIER MEDIUM

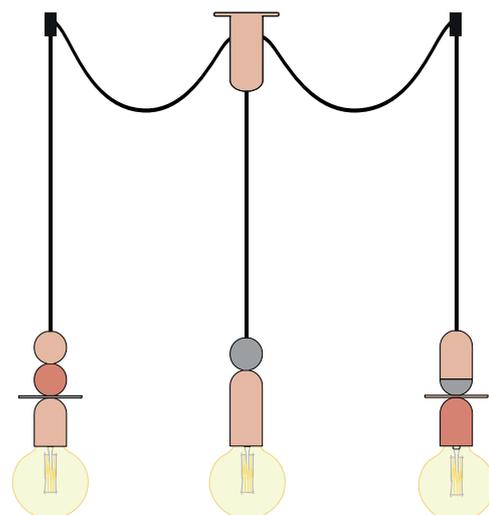
price: **EUR 630,-**
inkl. Ust.

Please choose your desired color combination!

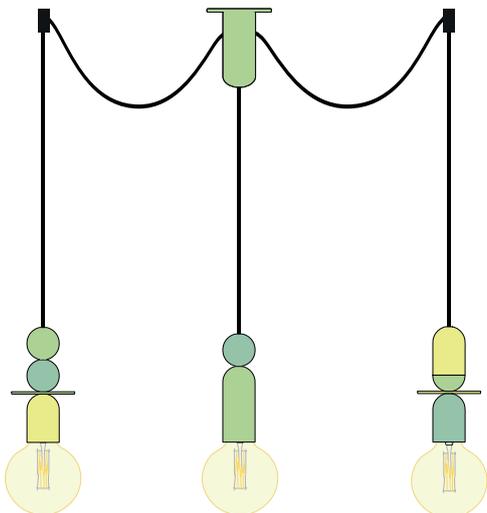
black/grey/white



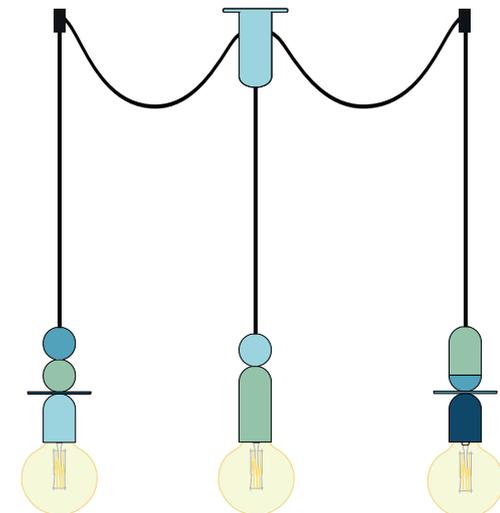
rosé/salmon/grey



yellow/lime/sea green



marine/azur/light blue/sea green



Sales, delivery and payment terms

Fa. NEU/ZEUG Porzellan Lampenmanufaktur, Wehrgraben 4, A-4523 Neuzeug

Am Wehrgraben 4
4523 Neuzeug

1. General

- 1.1 These terms and conditions of sale, delivery and payment apply to all sales and other legal transactions to our commercial customers as well as to private persons. -
- 1.2 We are bound to our offers within 60 days from date, a different binding must be agreed separately.
- 1.3 The order is valid upon receipt of the signed order confirmation. If our order confirmation is not objected to in writing within one week, it will be deemed the subject of the contract.
- 1.4 Written orders (also e-mail or fax) cause a binding purchase contract by sending our order confirmation or after execution of the delivery on our part. -
- 1.5 Deviating agreements or assurances, in particular also by third parties, are ineffective or require the written form.

2. Delivery

- 2.1 The goods are delivered at the expense of the buyer, unless otherwise agreed.
- 2.2 The goods are considered to be delivered even if they are not called up immediately after notification of readiness for dispatch or delivery is not possible for reasons that lie with the buyer. In these cases, we are entitled to create the invoice and store the goods at the expense of the buyer. -
- 2.3 The stated delivery dates are non-binding and are subject to the timely delivery of materials to our company. For late deliveries no liability is assumed.
- 2.4 The transfer of risk occurs upon acceptance of the goods in our warehouse or upon delivery to the customer's address or other delivery addresses specified by the customer. Otherwise, the general statutory regulations on the transfer of risk. -
- 2.5 The goods are insured by third parties against transport damage, transport losses or breakage only on written order of the customer and then at his expense and his bill. Outwardly recognizable transport damages are to be reported immediately upon receipt of the goods and immediately notify their nature and extent in writing.
- 2.6 The goods travel packaged in the industry, packaging material is only taken back, as far as this is legally regulated or agreed in writing.

3. Complaint / warranty

- 3.1 We guarantee that the goods are proper and have ordinary properties, for special properties will only be liable if they are guaranteed in writing. Our liability is limited to intent and gross negligence and we are in the case of warranty, an opportunity to improve with sufficient time to grant. No guarantee can be given for product features which are not guaranteed in writing and which arise as a result of production and materials, in particular in the color nuances or deviations in dimensions. -
- 3.2 Delivered goods are to be examined by the customer immediately, any defects found here are to be reported immediately in case of other loss of entitlement (at the latest after 8 days) in writing. An examination of the goods by sampling only shall not be considered as a proper examination.
- 3.3 In particular, the tolerances specified in the order confirmation apply.
- 3.4 Already processed goods are considered accepted.
- 3.5 If the goods are picked up by the buyer or by third parties commissioned by the buyer, the condition of the goods is deemed accepted by signing the delivery note.

4. Product liability and liability for damages

- 4.1 Goods delivered by the seller in accordance with the contract will not be taken back. Cancellations of the contract or redemption or exchange are only possible with our consent, as well as at the risk and on account of the buyer in case of faultless condition of the goods. For cancellations or redemption, a processing fee of 20% of the invoiced value of the goods will be charged. The remainder of the purchase price will be credited to the buyer. -
- 4.12 For damage caused by us in the context of product liability, as well as for damages caused by us, we are liable within the framework of the relevant statutory provisions, whereby we are liable only for intentional or grossly negligent culpable damage.

5. Payment

- 5.1 Our prices are in Euro without customs and transport costs.
- 5.2 The invoice will be issued on the day of the declared readiness for dispatch and is payable within 14 days after receipt of the invoice without any deduction.
- 5.3 In case of default of payment, we are entitled to all resulting expenses and costs, including costs of the necessary intervention of lawyers, in accordance with the respectively applicable lawyers tariff law, as well as default interest of 12% p. a. to charge. However, we are at best entitled to charge us higher bank interest.
- 5.4 In case of default, any discounts granted shall be deemed expired.
- 5.5 The use of discounts granted presupposes that all claims due to us and already due have been settled.
- 5.6 Incoming payments will be credited to the oldest claim, even if they have been devised differently.
- 5.7 Offsetting against counterclaims is only permitted if these are undisputed or legally binding.
- 5.8 In the event of default by the customer, we are entitled to demand the immediate payment of all outstanding claims and, in particular, to revoke any payment terms granted. We are entitled to this right even if unfavorable circumstances become known to us after conclusion of the contract about the solvency or economic situation of the customer.
- 5.9 Terms of payment: 50% deposit on order, 50% on delivery within 8 days with 2% discount or 14 days net.

6. Retention of title

- 6.1 Delivered goods remain our property until full payment of all obligations of the customer from the purchase contract. Even when processing or processing the goods subject to our retention of title, this property does not cease to exist; In this case, it is agreed that we are entitled to an aliquot co-ownership share in the thing resulting from processing or processing. -
- 6.2 The customer is entitled to sell goods in our reserved property within the scope of daily business operations; the transfer of ownership or pledging of such goods is prohibited to the customer as well as any other dispositions that do not correspond to daily business operations. If a third party carries out or otherwise seizes the goods which are still in our reservation of title, the customer must notify us immediately; Any costs incurred in the enforcement of our claims shall be reimbursed by the customer.

7. Place of fulfillment

- 7.1 The place of performance for all mutual claims arising from the business relationship is the location of our company headquarters.
- 7.2 Jurisdiction for all disputes is Steyr. It is exclusively Austrian law applicable.
- 7.3 In the case of ineffectiveness of one or more provisions of this contract, the remaining contract shall remain in full. The ineffective provision shall be deemed replaced by a legally permissible provision as close as possible to the economic purpose of this provision.