

Autolift GmbH · Aubergstraße 27 · 5161 Elixhausen, Austria

General Terms and Conditions (GTC) of Autolift GmbH

1. Scope

These General Terms and Conditions (GTC) apply to all deliveries, services, and offers of Autolift GmbH, Aubergstraße 27, 5161 Elixhausen, Austria. Deviating, conflicting, or supplementary terms and conditions of the customer shall not become part of the contract unless their validity is expressly agreed upon.

2. Conclusion of Contract

The contract is concluded through written order confirmation by Autolift GmbH. Offers are non-binding and without obligation.

3. Prices and Terms of Payment

All prices are net prices plus the statutory value-added tax. Payments must be made within 30 days from the invoice date without any deduction. Discounts require a separate agreement.

4. Delivery and Delivery Time

Delivery dates are only binding if agreed upon in writing. Compliance with the delivery period requires the timely fulfillment of the customer's contractual obligations.

5. Transfer of Risk

The risk passes to the customer upon handover of the goods to the carrier or freight forwarder. If dispatch is delayed for reasons attributable to the customer, the risk passes upon notification of readiness for dispatch.

6. Retention of Title

The goods remain the property of Autolift GmbH until full payment has been made. The customer is obliged to handle the goods subject to retention of title with care.

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7. Warranty and Notification of Defects

Obvious defects must be reported in writing within 10 days of receipt of the goods. In the event of justified complaints, Autolift GmbH shall, at its discretion, either rectify the defect or deliver a replacement. Further claims are excluded.

8. Liability

The liability of Autolift GmbH is limited to intent and gross negligence. For slight negligence, Autolift GmbH is only liable for the breach of essential contractual obligations and is limited to typical, foreseeable damage.

9. Data Protection

Autolift GmbH processes personal data of the customer for the purpose of contract execution and in compliance with legal provisions. The customer has the right to request information about the stored data and to request correction or deletion if necessary.

10. Place of Performance and Jurisdiction

The place of performance and jurisdiction for all disputes arising from this contract is the registered office of Autolift GmbH in Elixhausen or the locally, factually, and materially competent court. The law of the Republic of Austria applies.

10. Final Provisions

Amendments and additions to these GTC must be made in writing. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.