

General Conditions - GC

1. Prevalence

1.1. Hereafter general conditions (CG) are valid for all contracts, deliveries and excise services Gavari Industrialdesign, Karl Meissl Str. 12-12, A-1200 Vienna, (email: gavaridesign@gmail.com). The GCs are admitted with every order or completion of a contract, even if not expressly termed on it.

1.2. Additional agreements, provisos, modifications or appendices are valid in written form only. All declarations can turned to the trade partner on a electronically way.

1.3. If particularly determinations of this GCs are ineffectual, so it do not touch the commitment of the remaining determinations and contracts. The ineffectual determination, is to replace with an operative one, which meaning and intention is near to the ineffective one.

1.4. All previous GCs are losing their validity.

2. Conclusion of an agreement

2.1. Basis for the conclusion of an agreement is the respective proposal of a company, brief or order of the client, which scope of service and salaries are agreed in a written or oral form.

2.1.1. The contract is valid, if Gavari Industrialdesign has sent a writing confirmation to the trade partner after receiving a written, oral or ordered brief. The contract is also valid, if Gavari Industrialdesign has began to render a service.

2.2. Ordering on the online shop. Little deviants of published illustrations and descriptions (for example: color - depends on PC) are possible. If there are resulting errors about a product regarding the information, price or delivery, so the rectification would be communicated to the client instantly. So the client is getting the option to confirm the order to modified conditions once again. If the client doesn't confirm the order so the contract of Gavari Industrialdesign would be cancelled. Provided the client doesn't call it off within 3 days, so the order is valid.

2.3. Modifications and appendices of the contract requires the written form.

3. Scope of supply, processing of orders and obligation to co-operate

3.1. The circumference of rendering a service is depending on the brief of the client resp. the specifications for tenders or the given services in the details on a order form or writing contract. Additional modifications of the performance index are only valid in written form.

3.2. The client has to verify all services of Gavari Industrialdesign (in particular all preliminary drafts, sketches, final drafts, color proofs) and to confirm it within 3 days. If the confirmation isn't in time, so the services are homologated.

3.3. The client has to provide Gavari Industrialdesign with all service delivery needed informations and data unhesitating. The client has to inform about all procedures mattering transactions of the brief, even if the conditions come to be known foremost during the realisation. The client defrays the thereby accrued outlay, if services and works due to their incorrectly, incompletely or additional modified informations and conditions, have to repeat or are delayed.

3.4. The client is also obligated to prove the third-party's copyrights, marks or other rights of the for Gavari Industrialdesign available documents and data (fotos, logos, etc.). Gavari Industrialdesign isn't liable for infringement such kind of rights. If Gavari Industrialdesign would be occupied such kind of infringement, so the client is liable Gavari Industrialdesign remains unrepiningly. The client has also to substitute the thereby accrued disadvantages.

3.5. The contract takes unless to the transaction of the writing determined service. If the client doesn't satisfy the payment obligation, so Gavari Industriadesign is authorized to cancel the contract without notice.

4. External Service, ordering third-party

4.1. Gavari Industrialdesign is entitled at own discretion to achieve the effort by itself, or to order substitution of third-parties for render a service („errand help“). Gavari Industrialdesign is authorized to engage other companys to produce or render the services of the contractual relationship.

4.2. The ordering of errand help will be made by Gavari Industrialdesign or by the client, in any case account of the client.

4.3. Gavari Industrialdesign choose their errand help carefully and minds that they enact about required professional qualifications.

5. Time limits, deadlines

5.1. Date arrangements and expiry of the terms have to held resp. confirmed in writing. Gavari Industrialdesign is obligated to perform their respective duties in a professionally way in due time. The nonconformity of the time limits authorize the client to enforce their vested rights, but not before Gavari Industrialdesign has received an adequately additional respite of 14 days. These reprieve begins after Gavari Industrialdesign receives a reminder.

5.2. After effectless expiry of the additional respite the client is able to cancel the contract. A commitment for effort of damages exists only by intent of gross negligence of Gavari Industrialdesign.

5.3. Inevitable or unpredictable occurrences - particularly obstructions of constructors of Gavari Industriadesign - absolve Gavari Industrialdesign from the fixed delivery deadline. The same is valid, if the client is falling behind with his commitments to inform Gavari Industrialdesign about all procedures mattering transactions of the brief. In this case the deadline would be displaced if necessary, at least in the same extent of the delay.

6. Retirement and return

6.1 Gavari Industrialdesign is authorized to cancel the contract (even in view of not finishing to render the whole service), if

6.1.1. the achievement of the efforts is on reasons by the client impossible, or despite of settlement a new additional respite all would be further prolongate;

6.1.2. exists justifiable misgivings with respect to the financial standing of the client and doesn't able to make payment of Gavari Industrialdesign's request for an advance still the efforts of Gavari Industrialdesign offer a qualified security;

6.1.3. the trade partner is contrary to the regulations about the contract or this GCs.

6.2. If the trade partner is cancelling the contract, about reasons, which Gavari Industrialdesign is not responsible for, or if Gavari Industrialdesign is cancelling the contract, about reasons of point 6.1., so Gavari Industrialdesign recovers damages an amount of the accrued outlays. The rights of temperances are precluded.

6.3. Online shop: return. The return is valid within 14 days for unused goods. The deadline of return would be granted after sending it off at due date. The returning good is to package in a safe way, the delivering costs would be held the client.

7. Fee, price, payment and delivery

7.1. If it is fixed nothing else, comes into being the fee entitlement of Gavari Industrialdesign of every single effort, as soon as adduced it. Gavari Industrialdesign is authorized to request for advance payments.

7.2. For adduced efforts and payment in lieu of the copyrights and marked rights of use, so long as contractual fixed, receives Gavari Industrialdesign for want of variant agreements an amount of 12% from the transacted order.

7.3. All efforts of Gavari Industrialdesign, which are not satisfied explicitly through the agreed fee, were payed separately. All cash dividends of Gavari Industrialdesign are to substitute by the client.

7.4. Cost estimates of Gavari Industrialdesign are principally without obligation. If the actual costs are sumounting over than 8% the written estimated ones, so Gavari Industrialdesign would advert the client about the higher costs. The cost increase rate as homologated of the client, if the client doesn't contradict within 3 days after receiving the information in written form and concurrently notifies reasonable alternatives.

7.5. For all works of Gavari Industrialdesign receives an adequately payment, even if the client doesn't realize or use the efforts of Gavari Industrialdesign. The client receives no rights with this kind of payment; not achieved concepts, designs and other documents are rather unhesitatingly placed back to Gavari Industrialdesign.

7.6. For single-briefs the accounting is made as agreed in writing. For order on the online shop the account will be send to your indicated email address.

7.7. Unless otherwise agreed, so is the validly currency Euro. The legally salestax owing to the release for small business will be not raised.

7.8. The client has to pay all accounts of Gavari Industrialdesign without any discount from the date of invoice at once, and unless otherwise agreed, to pay within 10 days after receiving the current account. Delivered goods of Gavari Industrialdesign remain completely in property of Gavari Industrialdesign untill the entire good or effort is payed.

7.9. The deliver- and payment terms are valid for the Federal Republic of Austria. The delivery of ordered goods from the online shop is made by austrian mailing. The postage is composed by the weight and validly tariffs of the austrian post company. The total amount will send in advance to the client. If an assured dispatch is desired, the client has to select it in the order form. There is no minimum order quantity. Short deliveries are possible, but thereby accrued costs has to pay the client, only if the client has explicitly select it in the order form. Deliveries to foreign countries are possible and would be calculated automatically by selecting the foreign country in the order form. The payment will be made by prepayment or cash on delivery. The bank account number will be communicated after ordering on electronically way.

7.10. The delivery of goods will be sent after receiving of the outstanding amount within 3 days. The nonconformity of delivery terms thereby unexpected is prolonging the dispatch. Claims for damages because of delay or impossibility resp. nonconformity are precluded.

8. Presentations

8.1. For the attendance at presentations Gavari Industrialdesign has to receive an adequate fee, which in the absence of an agreement contains the whole personal and business efforts for the presentation at least, as well as the whole costs of extenernal services.

8.2. All services and there contents remain in property of Gavari Industrialdesign, even if Gavari Industrialdesign doesn't receive a brief after the presentation; the client has no rights to use the presented intellectual property of Gavari Industrialdesign; the client has rather to place back all documents unhesitatingly to Gavari Industrialdesign; the passing on of presentation documents to third-parties, or the publication, reproducing, propagation or other utilization without accordance of Gavari Industrialdesign is prohibited.

8.3. The client has just as no rights for further utilization about ideas or concepts of the presentation, even if the ideas and concepts have no copyrights. The client acquires no rights of use about the presented services with the payment of the presentation fees.

9. Proprietary rights and copyrights

9.1. All services of Gavari Industrialdesign including the contents of presentations (for example suggestions, ideas, sketches, preliminary drafts, scribbles, final drafts, concepts, negatives, slides, fotos, testmodels, presentation models) remain in property of Gavari Industrialdesign and can - particularly after finalization of the contractual relationship - demanded back. The client receives with payment of the fees for the agreed purposes and proposal use only the rights to use (including reproducing). The client can use without contrary agreement this kind of rights only in austria for the duration of the current contract. The purchase of the utilization and exploitation rights of services and products of Gavari Industrialdesign are only effective after receiving the completely amount outstanding.

9.2. Modifications about services and efforts of Gavari Industrialdesign, particularly the further development through the client or whose busy third-party, are only with expressly accordance of Gavari Industrialdesign - as far as the current works, services or efforts are copyrighted - originator proper.

9.3. For the utilization of Gavari Industrialdesign services, which are surpassing the originally agreed purpose and proposal use, are - unattached therefrom, if the works, service or effort are copyrighted - the agreement of Gavari Industrialdesign needed.

9.4. For the utilization of Gavari Industrialdesign services, resp. advertising mediums, made by Gavari Industrialdesign is after expiry of the contract, - unattached therefrom, if the works, service or effort are copyrighted - also the agreement of Gavari Industrialdesign needed.

9.5. All published pictures, products and works are copyrighted and it is prohibited to reproduce, publish, or use for other purposes without agreement of Gavari Industrialdesign.

10. Labelling

10.1. Gavari Industrialdesign is authorized to refer on all advertising mediums and efforts to Gavari Industrialdesign or the originer, but the client doesn't able to receive an amount of compensation.

10.2. Gavari Industrialdesign is authorized - reserved due disclaimer in written form, possible at any time - to refer to the name and company logo of the client on own adverstising mediums, in particular on the own website.

11. Warranty and compensation

11.1. The client has to assert and justify possible complaints in written form unhesitatingly, in any case however within 3 days after service rendered or receiving the goods of Gavari Industrialdesign. In the case of reasonable and complaints arriving in time, the client is entitled to receive improvements or to exchange the goods of Gavari Industrialdesign.

11.2. At justified notice of defects the corrections would effected in adequately time limit, whereas the client gives Gavari Industrialdesign the possibility to analyze the defects. Gavari Industrialdesign is authorized to deny the improvements or refunding of the goods, if it's impossible, or required with a disproportional great deal.

11.3. The burden of proof is according to §924 AGB Austria at the expense of Gavari Industrialdesign contrariwise and is precluded. The client has to demonstrate the kind of defect in time of handing over, and also the moment of discovering it.

11.4. Damages claims of the client are, particularly because of delays, impossibility of services, assignment of claims, indebtedness at time of completion of a contract, inadequately or uncompletely service, consequential loss of defaults or because of banned actions, prohibited, unless the damages are not based on gross negligence of Gavari Industrialdesign.

11.5. Every damages can be claimed only within six months after knowledge of the default.

11.6. Damages are in the height of order value excl. taxes limited.

12. Liability

12.1. Gavari Industrialdesign would effect the delegated works under attention of the general accepted principles of laws and advert the client about visible risks in due time. Any rising of liability to Gavari Industrialdesign for demands, owing to the advertising effort (the utilization of the labelling) against the client, are explicit precluded, if Gavari Industrialdesign has fulfilled doing duty to inform; particularly is Gavari Industrialdesign not liable for legal costs, lawyer's fees of the client or costs for pronouncement of judgement, as well as possible damage costs or similar demands of third-party.

12.2. Gavari Industrialdesign is liable for within the framework of existing legislation merely for damages, unless they are not based on gross negligence of Gavari Industrialdesign. The liability for easy negligence is precluded. The aggrieved party has to prove Gavari Industrialdesign's negligence.

12.3. Gavari Industrialdesign isn't liable for transport damage, caused by the haulage firm and so the haulage firm is responsible for.

12.4. Gavari Industrialdesign isn't liable for the contents of the hyperlinks published on this website.

13. Data privacy

13.1. All documents and data putted at Gavari Industrialdesign's disposal were treated strictly confidential, but Gavari Industrialdesign isn't liable for the contents or any injuries.

13.2. Elicitation and processing of datas. Every order of the online shop will be recorded. It will be recorded following: enquiry, date and time of ordering, as well as contact data of the client. The utilization and passing on of personal details will be used only for replies your enquiries, for clearing and settlement the contract and for the technical administration. Your personal data will be relayed to third-party only for aims to clear and settle the contract, particularly to passing on of order data to suppliers. The client has the right to revoke this automatically agreement; and to arrange for erasing his personal data.

13.3. Reference rights. The client has the right to request in writing their saved personal data.

14. Applicable law

14.1. The Legal relationship between the client and Gavari Industrialdesign is only valid as the austrian law stands under using the preclusion of the international referral norms.

15. Place of performance and venue

15.1. Place of performance is Vienna.

15.2. Venue: For all arising disputes between Gavari Industrialdesign and the client would be agreed the local and factual appropriate austrian court. The applicable law of the Federal Republic of Austria is valid.

Vienna, 02nd September 2008