

WARRANTY



SIRO
FASHION FOR FURNITURE

Unless the goods to be purchased are based on a special specification or warranty of characteristics by the Seller, the goods shall be deemed to be free of defects if they have the characteristics usually assumed for such goods in the course of trade. However, the Seller is at liberty to indicate in the product description, in the offer or in the confirmation of acceptance - but in any case prior to conclusion of the contract - certain properties, qualities or characteristics of the goods which are not deemed to be defects within the meaning of warranty law and whose absence/presence therefore does not trigger any warranty claims.

Complaints due to incomplete, defective or incorrect delivery must be made in writing to the seller immediately after arrival of the goods and must reach the seller within eight days, otherwise the deliveries are deemed to have been approved.

The buyer is obliged to inspect the goods without delay and to give notice of any recognizable defects in writing without delay and in a substantiated manner (i.e. the defect or damage must be described in detail and in a comprehensible manner). Hidden defects must be substantiated in writing immediately after their discovery.

The obligation to give notice of defects shall apply to all defects or damage which the buyer should recognize with the due diligence of a prudent businessman in the event of appropriate inspection.

Once an obligation to give notice of defects has arisen, further processing, installation or other use may no longer take place; otherwise any warranty obligation shall lapse.

Any liability of the seller for consequential damage caused by a defect is excluded.

- Any liability on the part of the seller shall be limited on the merits to such damages as are demonstrably caused by the seller intentionally or at least through gross negligence. Claims based on personal injury and on other non-dispositive liability provisions are excluded from the exclusion of liability.
- Compensation for consequential damage, in particular consequential damage caused by a defect, mere financial loss, loss of profit and damage to third parties from claims against the seller, is excluded in all cases.
- Insofar as the Seller has an obligation to pay damages in an individual case, the resulting claims shall be limited in amount to the order value (purchase price before taxes and packaging or transport).
- If the buyer is an entrepreneur, his claims for damages expire in six months from knowledge of the damage and the damaging party; in any case, however, after three years from the act of infringement.
- If the seller uses third parties for the execution of the contract and these cause damage to the buyer during the fulfilment of the contractual obligation, the seller shall only be liable to the buyer if the third party has demonstrably caused the damage intentionally or at least through gross negligence.
- If direct damage to third parties occurs during the execution of the contract, the seller is only liable for assistants according to § 1315 ABGB, irrespective of whether these third parties have a close legal or personal relationship with the buyer or not.

The burden of proof for the existence of the defect at the time of handover shall be on the buyer.

If the buyer is an entrepreneur, the right to warranty is limited to 6 months and the right to warranty recourse is limited to 12 months from the date of handover or completely excluded in the case of used goods.

If the buyer is an entrepreneur, he shall have the right to improvement or replacement or, in the case of non-substantial defects, also to price reduction or, in the case of substantial defects, also to rescission at the seller's discretion. If the defect is remedied, the warranty period for the buyer, insofar as he is an entrepreneur, shall neither be extended nor shall it start anew for the part of the performance affected by the remedying of the defect.