

Terms, delivery and returns

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Requests and contracts

This website is an invitation to enquire, not a binding offer. Website prices, images, descriptions and lead times are non-binding information, subject to mandatory consumer law. Adding items to the cart or sending a form is a request, not an order; there is no online payment.

You send a request; we email a non-binding quotation with the specification, total price and delivery arrangements; you confirm that you wish to proceed. A contract is concluded only when Björn Jelinek (Cut Form) then expressly accepts by email. A receipt acknowledgement alone is not acceptance. These terms accompany the quotation and must be agreed before the contract is concluded.

Prices and payment

Prices are in euros. Prices for consumers include applicable VAT. The quotation states the total price, including agreed delivery and other charges, before the contract is concluded.

Payment terms, including any deposit, are agreed individually in our written offer. Production starts only after the agreed payment has been received.

Production and timing

The quotation states the estimated lead time for your product or custom project.

Supplier or partner delays and events beyond our reasonable control may affect an estimated date. Any extension of a binding date requires your agreement or a legal basis. Statutory rights relating to delay, withdrawal and compensation remain unaffected.

Visualisations, materials and your information

Visualisations do not replace the agreed specification. Natural materials vary in colour, grain and texture; variations within the agreed specification and the characteristics reasonably expected of that material are not defects. Statutory conformity rights remain unaffected.

You are responsible for the accuracy of dimensions, photographs, drawings and information about the space that you supply. Additional work caused by incorrect information is charged only where agreed with you or recoverable under applicable law. Our statutory duties to check or warn remain unaffected.

Delivery and installation

Delivery is within the European Union (EU). Delivery charges and arrangements are stated in the quotation. For consumers, transport risk passes on receipt by you or your designated third party, subject to the statutory exception for a carrier commissioned independently by you.

Installation may be contracted directly with independent partners under their own terms. Where you contract directly with a partner, our contract covers the supplied product. Where we undertake delivery or installation ourselves or engage a partner to fulfil our obligations, our legal responsibility remains applicable.

Consumer right of withdrawal

Individually made goods

Under § 18(1)(3) FAGG, there is no statutory right of withdrawal for goods made to your specifications or clearly personalised. This applies to custom project products and individually changed dimensions or finishes where they meet that legal test. Selecting a standard catalogue option or manufacturing a standard item after a request does not by itself remove the right. We identify any applicable exclusion in the quotation before the contract is concluded.

Standard goods

For a distance contract for standard goods to which no statutory exception applies, you may withdraw without giving a reason within 14 days. The period starts when you or a third party designated by you, other than the carrier, receives the goods; for goods ordered together and delivered separately, it starts on receipt of the last item.

To withdraw, inform Björn Jelinek (Cut Form), Hauptstraße 21, 7331 Weppersdorf, Austria, office@cutform.at, by an unequivocal statement, for example an email or letter. You may use the model form below, but it is not compulsory. Sending your withdrawal notice before the period expires is sufficient.

Send the goods back to Björn Jelinek (Cut Form), Hauptstraße 21, 7331 Weppersdorf, Austria, without undue delay and within 14 days after notifying us; dispatch within that period is sufficient. You bear the direct return costs, provided you were informed of them before the contract. For goods that cannot normally be returned by post, the estimated return cost is stated for your product in the quotation before the contract is concluded. You are liable for loss of value only from handling beyond what is necessary to establish the nature, characteristics and functioning of the goods.

We reimburse payments received, including the cost of our least expensive standard delivery option, without undue delay and within 14 days after receiving the withdrawal notice. We use the same payment method unless expressly agreed otherwise, with no reimbursement fee. We may withhold reimbursement until we receive the goods or evidence that you sent them back, whichever occurs first, unless we offered to collect them.

Statutory warranty

Consumers have the mandatory statutory warranty (Gewährleistung), generally two years from delivery for movable goods, with the statutory one-year extension where a repair under the applicable rules triggers it. Any longer mandatory periods, including those applicable to immovable works, remain applicable. We do not provide an additional voluntary guarantee (Garantie).

Liability

Mandatory liability is unaffected, including liability for death or personal injury, intentional or grossly negligent conduct, and under applicable product liability law. Consumer claims are governed by the mandatory rules; no order-value cap applies to those claims. The separate business-customer provision below applies only to B2B contracts.

Business customers

For customers acting in the course of business, the warranty period is 12 months from delivery, except where shortening it is prohibited by law. Where § 377 UGB applies, the buyer must inspect the goods in the ordinary course of business and notify us of defects within a reasonable time; hidden defects must be notified within a reasonable time after discovery. Failure to notify has the statutory consequences.

Business customers have no statutory consumer right of withdrawal. For B2B claims arising from slight negligence, liability is limited to the value of the affected order. This cap does not apply to intentional or grossly negligent conduct, death or personal injury, mandatory product liability, or any liability that cannot lawfully be limited.

Applicable law and disputes

Austrian law applies. This choice does not deprive consumers of mandatory protections of the law of their habitual residence where those protections apply. Mandatory consumer jurisdiction rules remain unaffected.

We are neither obliged nor willing to take part in dispute resolution proceedings before a consumer arbitration board.

Model withdrawal form

Complete and send this form only if you wish to withdraw from the contract.

To: Björn Jelinek (Cut Form), Hauptstraße 21, 7331 Weppersdorf, Austria, office@cutform.at

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*):

Goods / service: _____

Ordered on (*) / received on (*): _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if sent on paper): _____

Date: _____

(*) Delete as appropriate.