

General Terms and Conditions

1) Preamble

The seller is LITHOS Industrial Minerals GmbH, located at Wirtschaftspark ecoplus Ennsdorf, Str. 2/8, A-4482 Ennsdorf, VAT No.: ATU 68232156; Company Register No.: FN 398430b (hereinafter referred to as "LITHOS").

These Terms and Conditions apply to all contracts, orders, deliveries, and other services. Any deviating terms and conditions of the contracting party are hereby expressly rejected. All side agreements require our written confirmation.

2) Offer

All prices are in euros and include 20% VAT.

Minor deviations, design or technical changes from our illustrations or descriptions are possible and do not entitle the buyer to any claims.

3) Delivery and Payment

Delivery is carried out according to agreement. Deviating delivery times will be communicated to the customer without delay.

The shipping method is chosen by LITHOS; alternatively, customers may organize their own transport, in which case no shipping costs are charged.

If delivery is unsuccessful, we will charge double shipping costs.

Standard payment terms: net within 14 days after receipt of the invoice.

LITHOS reserves the right to request advance payment before shipment on a case-by-case basis.

In the event of payment default, the seller is entitled to claim statutory default interest (§ 456 UGB), flat-rate reminder fees (§ 458 UGB), and other collection costs from the due date onward.

In case of delayed payment or failure to provide an agreed security, LITHOS may suspend performance of its obligations until payment/security is received, following written notice.

In case of default, the customer agrees to reimburse collection costs in accordance with BGBl 1996/141.

4) Bank Details

Banking information for transfers will be provided after the order has been placed.

5) Right of Withdrawal

The right of withdrawal applies to deliveries within the EU and only to unopened/sealed goods. You may withdraw your order in writing or by returning the goods within 14 days of receipt—no reason required.

Timely dispatch of the goods or written notice is sufficient to meet the deadline.

In case of withdrawal, payments will be refunded after the goods have been returned.

The customer bears the risk and cost of return shipping.

For returns from outside Austria, please ensure proper postage.

We do not accept parcels sent freight collect (unpaid).

LITHOS may claim compensation for damaged or used goods.

6) Liability

LITHOS assumes no liability for any damages caused by the use of purchased products, especially due to improper use.

Claims for damages based on tort are excluded.

7) Warranty / Guarantee

The legal warranty is 2 years from delivery.

In case of complaints, proof of purchase (invoice) is required, and the item must be sent or brought to LITHOS.

The warranty does not cover normal wear and tear or damage from misuse or alterations.

LITHOS reserves the right to provide free repairs during the warranty period. Partial or full replacement of the item is also permissible.

If defects are not remedied within a reasonable period, the customer may demand a reduction or cancellation of the contract.

8) Retention of Title

Goods remain the property of LITHOS until full payment has been received.

9) Intellectual Property

LITHOS reserves all rights to designs, texts, and graphics on its website.

Copying or reproducing the entire website or parts thereof is only permitted for placing an order with LITHOS.

The name LITHOS, all headers, navigation bars, graphics, and button icons are registered trademarks or trade dress of LITHOS.

All other trademarks, product names, or company names mentioned are the property of their respective owners.

Drawings, calculations, and other documents remain the intellectual property of LITHOS and may not be shared with third parties without prior written consent.

10) Data Protection

LITHOS guarantees compliance with the Austrian Data Protection Act and relevant legal standards when collecting, processing, and using personal data.

Customer data collected during order processing is used for internal market research purposes only.

Disclosure to third parties only occurs when strictly necessary for order fulfillment.

The customer consents to this use of data and may request access or opt-out at any time.

11) Jurisdiction and Applicable Law

The place of jurisdiction is the registered office of LITHOS.

Austrian law applies.

12) Final Provisions

The version of these Terms and Conditions valid at the time of contract conclusion shall apply to all sales, including those via printed catalogs, flyers, or the LITHOS online store.

These Terms and Conditions also apply if they differ from the customer's terms.

For software deliveries, the manufacturer's license terms provided with or on the data carrier apply. By opening a sealed data carrier, the customer agrees to these terms.

If any provision of these Terms and Conditions is or becomes invalid, the remaining provisions shall remain effective.

LITHOS reserves the right to change these Terms and Conditions at any time.