

Combined Sales and Delivery Terms

Valid from the 1st of August 2026



1. General Provisions

- 1.1. These terms apply to all sales, deliveries, and pre-assembly services provided by dataform.work GmbH ("DFW").
- 1.2. By placing an order or signing a customer account form, the customer agrees to these terms, including all provisions relating to pre-assembly, material handling, and surface finish expectations. This acknowledgment extends to all related schedules, specifications, and documentation referenced in the order process. Deviations require written approval from DFW.
- 1.3. Customer-provided terms are only binding if expressly accepted in writing and shall be deemed valid only if made available to DFW before or at the time of contract conclusion and are accepted as part of the contract conclusion.
- 1.4. Terms may be updated with prior written notice to customers.

2. Orders and Contract Formation

- 2.1. Offers and quotations are non-binding unless stated otherwise.
- 2.2. Orders become binding only upon written confirmation from DFW.
- 2.3. Customers must provide all technical specifications, including complete and accurate CAD files, in accordance with DFW's pre-design criteria. Failure to do so may result in project delays, pricing adjustments, or additional administrative charges. DFW reserves the right to halt production or assembly until the required information is provided. In cases where incorrect or incomplete documentation leads to rework or design modification, the customer shall bear all associated costs.
- 2.4. DFW may reject orders based on financial standing, capacity, or specification issues.
- 2.5. If unforeseen circumstances arise post-confirmation, DFW may propose changes or cancel the contract, reimbursing incurred costs.

3. Pricing and Payment Terms

- 3.1. Prices exclude VAT, shipping, and other extras unless agreed otherwise.
- 3.2. Prices are based on current cost conditions; all increases in material/labor justify price adjustments.
- 3.3. Invoices are due for payment immediately upon receipt, without deduction. Large or custom orders may require full or partial prepayment.
- 3.4. Late payments accrue 3% monthly interest. DFW may suspend delivery or cancel orders for non-payment.
- 3.5. Payments are to be made without deductions unless required by law.
- 3.6. All costs related to the payment process, including but not limited to bank fees, transaction charges, currency conversion, VAT, import taxes, duties, and other levies or financial obligations arising in the customer's country, are the sole responsibility of the customer. Payment must be made in the currency specified in the offer or invoice. DFW is not liable for any shortfalls resulting from incorrect currency conversion or deductions.

4. Production, Assembly, and Delivery

- 4.1. Timelines are estimates and depend on materials, specifications, and customer cooperation.
- 4.2. Delivery dates are estimates unless confirmed as fixed in writing.
- 4.3. DFW is not liable for delays due to supply chain issues, specification changes, or force majeure.
- 4.4. Delivery is made on an Ex Works (EXW) basis from DFW facility. If transportation is arranged by DFW on the customer's behalf, actual freight costs plus a 15% handling and coordination fee will apply. Customers may choose to organize their own shipping if they provide written notice at least five working days before the planned dispatch date. Responsibility and risk transfer to the customer upon dispatch.
- 4.5. The customer must ensure proper site access and unloading facilities. A standard unloading time of 1 hour is allowed for 12-meter transport vehicles and 30 minutes for 6-meter trucks. Any extra time required beyond these limits, as well as any additional costs resulting from delays, unpreparedness, or access issues at the site, will be forwarded to the customer and invoiced accordingly.
- 4.6. Pre-Assembly Specifics:
 - 4.6.1. Assembly timelines are indicative and subject to availability of materials, staff, and approved drawings.
 - 4.6.2. Any delays caused by the customer, including late approvals, material changes, or untimely delivery of customer-supplied items, may result in rescheduling, additional handling charges, or storage fees.
 - 4.6.3. Edge-sealing is not standard. Customers must notify if required. Imperfections due to edge-seal contact or material behaviour (e.g. swelling, shrinkage) are not grounds for rejection or later claims.

- 4.6.4. Certified timber (FSC/PEFC) is used upon request. If a specific scheme or certification type is required, it must be explicitly stated in writing prior to commencement. Additional costs or lead time may apply.
- 4.6.5. Handling fees may apply for changed delivery sequences or site refusals.
- 4.6.6. Customer is responsible for pre-assembled structure's compliance with finish expectations. These expectations must be clearly documented and communicated in writing prior to commencement of assembly, either in the form of detailed finish specifications, annotated drawings, or written acceptance criteria. Approval of mock-ups, samples, or reference surfaces should be conducted where applicable to establish a shared understanding of quality standards and avoid future disputes.
- 4.6.7. Cancellation post-assembly commencement incurs cost proportional to completed work and materials.
- 4.6.8. Bended or curved plywood components inherently involve surface tolerances and variances due to stress release, material fiber orientation, moisture absorption, and handling.
- 4.6.9. While DFW employs industry best practices and finishing techniques, minor irregularities, seam marks, and visual inconsistencies are to be expected and accepted as part of the technical process of forming and shaping plywood.
- 4.6.10. Unless specifically stated and agreed in writing, DFW makes no warranty regarding surface uniformity or aesthetic outcomes of bent plywood elements. Acceptable surface deviations may include minor rippling, uneven curvature transitions, slight discoloration, and visible grain patterns. These characteristics arise from natural material behaviours during bending and assembly and are not considered defects unless they exceed clearly documented tolerances established in pre-approved samples or mock-ups.
- 4.6.11. Rippling of Plywood Edges
Plywood is a natural wood-based product, and as such, it may exhibit slight rippling or unevenness along its edges. These variations occur due to natural factors such as fibre direction, moisture absorption, and internal stress distribution. Rippling is especially common in curved or bent components and should be expected as a normal characteristic of the material. Such visual or tactile irregularities do not constitute a defect unless they clearly exceed previously agreed tolerances documented through samples or mock-ups. Customers are advised to account for this natural behaviour when defining finish expectations.
- 4.6.12. Moisture Influence on Plywood
Due to the hygroscopic nature of plywood, exposure to varying humidity and weather conditions can lead to swelling, shrinkage, or minor warping. These effects are natural and do not qualify as defects. Customers should plan for these variations during design, storage, and handling, particularly in high-humidity or exposed environments.
- 4.6.13. Post-Delivery Handling Responsibility
Upon delivery, the customer assumes full responsibility for safe handling and appropriate storage of plywood components. Exposure to weather, poor stacking, or lack of ventilation may lead to damage or visible changes. DFW is not liable for such effects once the goods leave the facility.
- 4.7. Lifting and Site Safety
- 4.7.1. It is the customer's responsibility to ensure that all site personnel involved in unloading and lifting operations are qualified and follow national safety regulations.
- 4.7.2. If pre-slinging is required and offered, the customer must provide slings or specify which slings to be used. These of appropriate length and lifting capacity, along with valid inspection certificates. DFW will not use slings that are defective or uncertified.
- 4.7.3. During transit, slings may shift. It is the customer's responsibility to verify and, if necessary, adjust sling positioning prior to any lifting operation.
- 4.7.4. Any changes to lifting requirements or special equipment needs must be communicated in writing prior to dispatch. Delays, rework, or reloading due to late or missing information may incur additional costs charged to the customer.
- 4.7.5. DFW is not responsible for any accidents, damages, or injuries occurring during lifting or unloading after dispatch. If lifting points or related handling information are missing or unclear, the customer must contact DFW prior to any lifting activity to ensure proper procedures and avoid potential damage or injury.

5. Returns, Cancellations, and Claims

- 5.1. Orders can only be canceled in writing. If production has started, the customer will be responsible for all costs incurred, including materials and labor.
- 5.2. Returns are accepted only for defective products and must be reported within 7 days of delivery according to § 377 UGB (Austrian Business Code).
- 5.3. If the defect is verified, DFW may, at its discretion:
- Repair or replace the defective product.
 - Offer a partial refund or credit.
 - Reject the claim if the defect is due to misuse, incorrect assembly, or modifications by the customer.
- 5.4. Claims related to short deliveries or visible defects must be reported immediately upon receipt.
- 5.5. Minor deviations in material quality or finish, within standard tolerances, do not constitute defects and will not be accepted as grounds for rejection.

6. Liability

- 6.1. DFW warrants that products conform to agreed specifications but do not guarantee suitability for specific applications unless explicitly confirmed in writing.
- 6.2. Any claims must be submitted in writing, including documentation of the issue and proof of purchase.
- 6.3. The customer is responsible for ensuring that the delivered products meet project requirements before installation or further processing.
- 6.4. Double-Curved Surfaces and Specialized Project Specific Solutions:
- 6.5. Project-specific solutions involving double-curved surfaces, back-cut surfaces, thin plywood dimensions, and other specialized processing may result in multi-faceted surfaces that exceed tolerances in localized areas. DFW is not responsible for local failures of the curved area or deviations beyond standard tolerances.
- 6.6. Structural integrity calculations of custom formwork, as individual units, remain the responsibility of DFW unless explicitly transferred to another party. Such transfer must be confirmed in writing, either via email or within project drawings. DFW is not responsible for the transfer of loads from these formwork units to other structural systems or components.

7. Title and Risk

- 7.1. Ownership of goods remains with DFW until full payment is received. If payment is delayed, DFW reserves the right to reclaim the goods.
- 7.2. Risk transfers to the customer upon delivery (Ex Works), regardless of payment status.
- 7.3. If goods are resold before full payment is made, the customer assigns the resulting receivables to DFW as collateral.

8. Force Majeure

- 8.1. DFW is not liable for delays or failures caused by events beyond its control, including but not limited to:
 - Natural disasters (earthquakes, floods, storms).
 - Strikes, labor disputes, or production stoppages.
 - Transportation disruptions or supply shortages.
 - Government actions, legal changes, or import/export restrictions.
- 8.2. In such cases, delivery obligations are suspended for the duration of the event. If delays exceed 60 days, both parties have the right to cancel the contract without liability.

9. Governing Law and Dispute Resolution

- 9.1. These terms are governed by the laws of Austria, without regard to conflict-of-law principles.
- 9.2. All disputes or claims arising out of or in connection with this contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one or more arbitrators appointed in accordance with the said Rules. Language of Arbitration shall be German.
- 9.3. If any clause in these terms is found invalid, the remaining provisions remain in force.