

Terms & Conditions and Return Policy

As of: March 2019

The General Terms and Conditions apply to the sale and delivery of goods as well as the provision of services by our company. Our company delivers goods and provides services within the following countries: Austria, Belgium, Germany, Denmark, Spain, Finland, France, United Kingdom, Greece, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Sweden. By clicking the checkbox in the shopping cart before submitting the order “I have read and accepted the GTC.”, the buyer agrees to these General Terms and Conditions and is bound by them. (download: GTC & Right of Withdrawal)

General

Our product range is non-binding. The order placed by a fully legally capable customer (persons aged 18 and over) constitutes an offer to conclude a purchase contract. The subsequent confirmation of receipt of the order sent by us within the meaning of § 10 Paragraph 2 ECG does not in itself constitute an acceptance of the offer. The purchase contract is only concluded once we deliver the ordered goods, by sending a second email as an order confirmation, or by any other acceptance of the customer's offer. All offers on our website are subject to change, non-binding, and only available while stocks last.

Ordering Process, Order Correction, Order Cancellation

Once you have selected the desired product, you can place it in the shopping cart without obligation by clicking the button. You can view the contents of the shopping cart at any time without obligation by clicking the button. You can remove products from the shopping cart at any time by clicking the “Trash can” button. If you want to buy the products in the shopping cart, click the button. Please then enter your data. For initial orders, registration as a “New



personalized quote or, on the other hand, complete the ordering process by clicking the button. You can correct your entries by using the browser's "Back arrow". The ordering process can be canceled at any time by closing the browser.

We store the contract text and send you the order confirmation via email. By logging in, you can view and change your orders and personal data at any time.

A detailed description regarding ordering in our shop can be found under FAQ.

Contract Language

The content of the contract, all other information, customer service, data information, and complaint handling are offered in the German language.

Prices

Prices apply at the time of the order including statutory VAT, plus all expenses incurred with the shipment. They are visible in the shopping cart before conclusion of the contract and afterwards in a contract confirmation sent to the customer. Should export or import duties become due in the course of the shipment, these shall also be borne by the purchaser (information on this can be obtained from your competent customs office).

Right of Withdrawal, Cancellation

Consumers according to the KSchG have the right to withdraw from this contract within fourteen days without giving reasons – this applies **only to our stock items (standard formats)**. **It does not apply to custom-made doormats!**

For instant payments (e.g., PayPal), the provider (e.g., PayPal) retains approx. 3.5% of the transaction. We cannot refund this amount in the event of cancellations after an instant payment has been completed, as only approx. 96.5% was deposited into our account (e.g., PayPal).



who is not the carrier, have or has taken possession of the goods.

To exercise your right of withdrawal, you must inform us (Fa. Karl Zeilinger Metallwarenerzeugungs GesmbH, A-9562 Himmelberg, Turracherstrasse 26, Telephone +43 4276 22 55, Fax +43 4276 22 555, info@fussmatte.at, VAT ID: ATU487527000) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by post, fax, or email). You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

→ [Withdrawal form](#)

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you (with the exception of delivery costs & additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us (e.g., PayPal transaction fees)), without undue delay and at the latest within fourteen days from the day on which the notification of your withdrawal from this contract was received by us. For this repayment, we shall use the same means of payment as you used for the initial transaction, unless expressly agreed otherwise with you.

If you have received goods via DPD in connection with the contract, we will collect the goods again with DPD. You bear the direct costs of returning the goods. For goods that cannot be sent by parcel post, the costs for return shipping result from the following table (→ [Shipping costs](#)).

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

If the customer is an entrepreneur, withdrawal is completely excluded.

Information for the smoothest possible processing of the return

[Download withdrawal form](#)



your right, but it simplifies and secures processing for us.

2. Please use our documentation from our contractual partner (DPD) for your returns.
3. If you only want to return one item from the delivery but have ordered other items that you now wish to pay by invoice, simply deduct the item you returned from the invoice amount. If you pay by direct debit, the price for the returned item will automatically not be charged.

The consumer has no right of withdrawal for contracts regarding:

Goods that are made to customer specifications or are clearly tailored to personal needs.

(e.g.: doormats / outdoor use; doormats / indoor use; textile doormats with custom design)

Payment

Payment is made by invoice.

Default of Payment

In the event of default of payment by the customer, we are entitled to demand the legally regulated default interest.

The statutory default interest between consumers and entrepreneurs is 4 percentage points.

Dunning and Collection Expenses

In the event of default, even in the event of default of payment through no fault of their own, the contractual partner undertakes to reimburse us for the dunning and collection expenses to which we are entitled, insofar as they are necessary for appropriate legal pursuit and are reasonable in relation to the claim, whereby they specifically undertake, in the event of the involvement of a collection agency, to reimburse the costs incurred by us as a result, insofar as these do not exceed the maximum rates due to collection agencies as remuneration. If we operate the dunning process ourselves, the debtor undertakes to pay an amount of EUR 12 per dunning letter, as well as an amount of EUR 5 per half-year for keeping evidence of the debt relationship within the dunning system.



to store the goods at our premises, for which we charge a storage fee of EUR 0.1 per commenced calendar day. At the same time, we insist on specific performance of the contract.

Retention of Title

We retain title to the delivered service or goods or to the media processed or created by us until receipt of all payments from the business relationship with the customer. If the customer resells goods subject to retention of title, they must likewise pass on the retention of title. Third-party access to our goods subject to retention of title must be reported by the customer without delay. Pledges, transfers by way of security, and the like of the goods subject to retention of title are only permissible with our prior consent. If payment is not made immediately upon default of payment after a dunning notice, our goods subject to retention of title must be surrendered without delay.

The return costs shall be borne by the customer.

Warranty, Liability, Guarantee

The warranty is subject to statutory provisions. It is limited to the statutory period of 24 months from the time the goods are taken over by the buyer or, in the case of services, upon completion of the service. In the event of justified complaints regarding defects, either a free replacement or improvement will be carried out, for which a reasonable period of time must be granted. If a replacement or improvement is not an option (not possible, excessive effort, unreasonable, delay in deadline, etc.), the buyer is entitled to a price reduction or, if the defect is not minor, cancellation of the contract (rescission).

Any defects that occur must be reported as far as possible upon delivery or after becoming visible, whereby a failure to report upon delivery or after becoming visible by a consumer has no influence on their warranty claims. If the purchase is a commercial transaction for the customer (B2B), they must examine the goods no later than 2 weeks after receipt and notify us immediately upon discovery of a defect.

Our company is exclusively liable only for damages caused by intent and gross negligence. The existence of slight or gross negligence must be proven by the injured party, unless it is a consumer transaction. The compensation for (defect) consequential damages, as well as other



GmbH). The statutory warranty is not restricted by invoking the guarantee.

When shipping goods in consumer transactions, the risk of loss of or damage to the goods only passes to the consumer as soon as the goods are delivered to the consumer or to a third party designated by them who is different from the carrier. However, if the consumer has concluded the shipping contract themselves without using a selection option suggested by us, the risk already passes upon handing over the goods to the carrier.

Applicable Law, Jurisdiction

The contracting parties agree on the application of Austrian law. If the consumer has their domicile or habitual residence in Austria or is employed in Austria, a lawsuit against them can only be brought before the court in whose district the domicile, habitual residence, or place of employment is located; this does not apply to legal disputes that have already arisen. The UN Convention on Contracts for the International Sale of Goods (CISG) as well as all provisions relating to the UN Convention are expressly excluded.

For contracts with companies, our registered office is agreed as the place of jurisdiction.

Place of Fulfillment for Business Transactions

The place of fulfillment for all services under the contract is our registered office.

Copyright

All news, graphics, and the design of our website serve exclusively for the personal information of our customers and are protected by copyright.

Dispute Resolution Body

In the event of disputes, we undertake to participate in the arbitration proceedings of the Internet Ombudsmann: www.ombudsmann.at

Further information on the types of proceedings can be found at www.ombudsmann.at



Delivery is carried out via DPD or a forwarding agent.

We ship sustainably and therefore dispatch all items at the same time. If not all ordered items are immediately available, they will all be shipped together as soon as they have been manufactured. Shipping costs are only charged once per order. In the case of partial deliveries, if requested by the customer – e.g., express delivery of installation frames – the shipping costs will be calculated based on actual expenditure.

Shipping Costs

Please refer to this list for shipping costs: → [Shipping costs](#)

Storage of the Contract

The contract text is stored by us and can be requested by you after completion of the ordering process. You can print out the order data immediately after dispatch. For this purpose, you can use either the subsequent page “Your Order” or the email “Confirmation of your order at Doormat Shop”.

Miscellaneous

Recourse claims within the meaning of the Product Liability Act are excluded unless the party entitled to recourse proves that the error was caused in our sphere and was caused at least by gross negligence.

The contractual partner waives the possibility of offsetting. However, this does not apply towards consumers.

Voluntary Codes of Conduct: www.guetezeichen.at

Download: GTC & Right of Withdrawal



Service & Advice
+43 699 100 88 504

[Contact →](#)

Company

Karl Zeilinger Metallwarenerzeugung GmbH

Turracher Straße 26

A-9562 Himmelberg

 +43 699 100 88 504

 +43 1 278 98 80

 info@fussmatte.at

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