

GENERAL TERMS AND CONDITIONS

of

Tischlerei Laubisch

1. Applicable law

German law shall apply.

2. Further bases of the contract

2.1 Order acceptance

Until an order is accepted all quotations shall remain non-binding. If the client's order differs from the contractor's quotation, a contract shall in this case not come into being until acceptance of the order is confirmed by the latter.

2.2 Delay in delivery

If the work that the contractor is obliged to carry out is delayed by any act of God, legal strike, incapacity due to no fault of their own on the part of the contractor or any of its suppliers or inclement weather conditions, the agreed deadline shall be extended by the duration of the delay. If the delay goes on for an unreasonable length of time, either party may cancel the contract without providing any compensation. If due to circumstances for which the client is responsible the delivery cannot be made on the agreed date, risk shall transfer to the client at the juncture at which the latter received notice that the delivery was ready to be made. Any storage costs shall be borne by the client.

2.3 Notification of defects

Business clients must raise objections about any obvious defects or deficiencies in writing within two weeks of delivery of the goods or of signing off the service provided. After expiry of this deadline, claims in respect of any obvious defects or deficiencies can no longer be made.

2.4. Limitation of claims

In respect of contracts with business clients not related to any construction service the right to claim for defects shall be limited to one year. In the case of repair work that does not constitute a construction service the warranty shall expire after one year regardless of whether the contract partner is a business or consumer client.

2.5 Fulfilling warranty services

In the event of any justified complaints of deficiencies, the contractor shall have the option of either making good the deficient items supplied or providing the client with a replacement, taking back the item about which the complaint was made. As long as the contractor attends to its duty to remedy the defect and attempts to make the matter good have not failed, the client shall not have the right to demand any reduction in price or cancellation of the contract. If making good or supplying a replacement is not possible or if this fails or the contractor declines to do this, the client may at its discretion either demand an appropriate lowering of the price or cancellation of the contract. Sentence 1 shall not apply in the case of consumer transactions relating to the purchase of movable items.

2.6. Delivery

For the making of the delivery it is assumed that the vehicle is able to drive right up to the building and unload. Any additional costs caused by other transportation routes or by the vehicle being hindered in its approach to the building shall be billed separately. For any deliveries to the third floor or above the client is to provide mechanical means of conveyance. All stairs must be passable. If the carrying out of the work by the contractor or by the people commissioned by the latter is hindered by circumstances for which the client is responsible, the associated costs (e.g. working time and travel expenses) will be invoiced.

2.7 Down payment

If no specific payment schedule has been agreed, a down payment in the sum of the increase in value may be demanded for partial provision of works.

2.8 Due date

Once the contracted work has been performed by the contractor and handed over / accepted, payment in full without any discount shall be due immediately upon issue of invoice, unless otherwise agreed.

3. Formal acceptance

If the contract provides for a formal acceptance procedure, acceptance shall also be assumed if a reasonable request is made to the client to conduct the acceptance process and the latter fails to do so. Acceptance shall be deemed to have been issued twelve working days after receipt of said request.

4. Lump-sum compensation

If the client cancels the contract prior to work commencing, the contractor shall be entitled to demand 10% of the total contract value as compensation. The right expressly remains open to the client to prove that the contractor's loss is of a lower level.

5. Technical notes

The client's attention is drawn to the fact that it is incumbent on it to carry out a number of maintenance jobs, in particular:

- Fittings and moving parts are to be checked and, if necessary, lubricated with oil or grease
- Sealing joints must be regularly checked
- Painted or stained exterior surfaces (e.g. window frames) must be retreated as appropriate to the type of paint or glaze and the impact of weathering Unless specifically agreed otherwise, these jobs do not fall within the scope of the order. Failure to perform such maintenance can have a detrimental effect on the service life and good working order of the components, without as a result giving rise to any right to make a claim against the contractor.

5.2 Correct, professional installation of modern windows and external doors improves the building's energy quality and makes the building envelope more airtight. In order to retain the inside air quality and to prevent any formation of mould, additional requirements in respect of the building's venting and ventilation need to be fulfilled in accordance with DIN 1946-6. Any ventilation concept that may be necessary in this regard is a planning task which is not part of the order placed with the tradesman and must in every case be arranged by the client / house builder.

5.3 Insofar as such deviations are normal and lie in the nature of the materials used (solid wood, veneers, leather, fabrics and the like) all orders, especially follow-up orders, are subject to immaterial, reasonable deviations in dimensions and finish (colour and texture).

6. Payment

Cheques are accepted only as an undertaking to pay, but not, however, in place of actual payment.

7. Payment may be offset only against undisputed claims or claims that have been legally adjudged valid.

8. Retention of title

8.1 Any and all items supplied shall remain the property of the contractor until the remuneration has been paid in full.

8.2 The client shall be obliged to notify the contractor in writing and without delay of any pledging of the items over which title is retained and to inform those to whom said items are pledged of the title retention. The client shall not be entitled to sell, give away, pawn or assign as security the items supplied to it subject to title retention.

8.3 If the items are being supplied for a commercial operation run by the client, they may be sold on within the realms of normal business operations. In this event, the client's financial claims against the purchaser arising from the sale are already assigned now in the sum of the invoice value of the retained title items to the contractor. Where any selling on is done on credit, the client must retain title to the items, withholding this from its customer. The client herewith assigns to the contractor all rights and claims against its customer arising from this title retention.

8.4 If the items subject to title retention are being built as material components into the client's plot of land, the client assigns to the contractor even now the receivables arising from any sale of said plot or of any land rights in the sum of the retained title items' invoice value, along with all ancillary rights.

8.5 If the items subject to title retention are being built as material components by or on behalf of the client into a third party's plot of land, the client assigns even now any claims for payment against the third party, or whomsoever it may concern, in the sum of the invoice value of the retained title items, along with all ancillary rights, to the contractor. In the event of the client combining, mixing, or working the retained title items in with other items, the contractor shall be due co-ownership of the new object in the ratio of the invoice value of the retained title items to the value of the other items.

9. Rights

The contractor shall retain title and copyright to all cost estimates, designs, drawings and calculations. Without the contractor's consent they may neither be used, reproduced nor made accessible to any third party. In the event of no order being placed, they are to be returned without delay.

10. Jurisdiction

If both parties to the contract are commercial traders, sole jurisdiction shall rest with the courts presiding over the location of the contractor's head office.