

GENERAL TERMS AND CONDITIONS (GTC)

TCE Timber Construction Engineering GmbH

Version 26.02.2024

Services for

master craftsmen in timber construction, master carpenters, planners, architects, master builders

General information

1. These General Terms and Conditions - hereinafter referred to as GTC - apply to all services and offers of TCE Timber Construction Engineering GmbH, FN 528358 y, Gewerbepark-Kleinreith 4, 4694 Ohlsdorf, hereinafter referred to as TCE, as well as all contracts concluded with the other contractual partner, hereinafter referred to as the principal, unless otherwise agreed in writing.
2. The GTC shall be published at www.sihga.com; upon request, the latest version will be sent to the principal as PDF document via e-mail. The applicability of the GTC is expressly mentioned when the offer is submitted. By placing an order, the principal expressly acknowledges the applicability of these GTC. Deviations shall only be deemed to have been agreed insofar as this is stipulated in writing by both contracting parties.
3. TCE contracts exclusively on the basis of these GTC. The principal's own GTC shall therefore not be deemed to have been agreed, even if TCE has not expressly objected; acts of performance by TCE shall not constitute approval of third-party GTC.
4. These GTC therefore contain general contractual provisions for contracts for the supply (sale) of services by TCE. The most recent version of these GTC at the time of conclusion of the contract shall apply.

Offer and conclusion of contract

1. All offers made by TCE are non-binding and revocable; TCE is not obliged to accept orders from the principal.
2. A contract shall only be deemed to have been concluded if the acceptance of the order (offer) is confirmed in writing by TCE.
3. By placing an order, the principal makes a binding contractual offer to which the principal is bound for at least 14 days from the date of submission.
4. TCE reserves the right to make changes to the duration or execution of the service insofar as these do not lead to a deterioration in the results or processing of orders in the interests of the principal.
5. Price changes by TCE of plus or minus 5% of the prices agreed in the respective contract shall be accepted by the principal, insofar as these are necessary.
6. Other amendments and additions to the contract shall require written confirmation from TCE in order to be valid; TCE only accepts the respective principal's terms and conditions of purchase if this has been acknowledged by TCE in writing.

Fee

1. The services of TCE shall be invoiced on the basis of the offer.
2. Should wage costs change between the conclusion of the contract and the rendering of services due to collective bargaining agreements in the industry or internal company agreements or should other cost positions relevant for the calculation or costs necessary for the provision of services, such as those for materials, energy, transport, external work, financing, etc. change, TCE shall be entitled to increase or reduce the prices accordingly.
3. Additional services due to changes which are not attributable to the sphere of TCE and which



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require a reworking of individual areas, in particular as a result of official orders, changes to relevant regulations and laws and as a result of changed principal requirements, shall be compensated additionally in accordance with the increased scope of services. Such changes do not constitute approval of third-party general terms and conditions.

4. TCE is entitled to make claims due by submitting partial invoices, which include VAT at the statutory rate. Partial and final invoices shall be due within 10 calendar days upon receipt of the invoice by the principal. The deduction of a discount is not permitted without special agreement.
5. In the event of default of payment, TCE is be entitled to charge statutory default interest rates from the due date.

Copyright

1. Irrespective of whether our work (e.g. plans, sketches, models, other documentation and written documents) is protected by copyright or not, the principal shall be granted the right to use the work for the contractually stipulated purpose provided that the contract is fulfilled in total. The use of the work applies to the commissioned project. Reproduction, distribution and use of services and works for other projects is prohibited. In any event the intellectual property rights of the services remains with TCE.
2. TCE shall have the right to use data and information collected in the course of order processing (including in digital form) without restriction. In particular, this information may also be used to fulfill a new order.
3. All services and documents shall be handed over by us subject to retention of title and shall remain our property until the fee has been paid in total.
4. Offsetting by the principal with counterclaims is not permitted.

Storage and handing over of documents

1. Original plans, original drawings and documents shall generally be stored by us. We are obliged to hand over copies of these documents in paper form to our contractual partner upon request against reimbursement of costs. If the handover of documents in digital form is agreed, we shall not be liable in any way whatsoever. The principal shall indemnify and hold us harmless in this respect. We accept no liability for errors or damage that may occur on the recipient's computer system. We use IT programs to prevent aggressive IT programs (viruses, worms, etc.).
2. Our obligation to store data ends ten years after the final invoice has been issued to the principal(s). During this period, we may release ourselves from our duty of safekeeping by handing over the original documents to the contractual partner.

Retention

In the event of a justified complaint, the contractual partner shall not be entitled to withhold the entire fee amount, except in cases of reversal, but only up to a portion of the fee amount corresponding to the anticipated repair costs or damage.

Delay in payment

Insofar as the contractual partner is required to pay its payment obligation in instalments, it is agreed that if even one instalment is not paid on time, all outstanding instalments shall become due immediately without any further grace period.





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Warranty, obligation to inspect and give notice of defects

1. We shall fulfill warranty claims of the contractual partner in the event of a remediable defect at our discretion either by replacement, repair within a reasonable period or price reduction. Claims for damages on the part of the principal aimed at remedying the defect can only be asserted if we are in default with the fulfillment of the warranty claims.
2. The contractual partner must notify us in writing of any defects that were not already objected in writing upon acceptance without delay, but at the latest within one week after discovery. If a notice of defects is not made or not made in time, our performance shall be deemed approved.
3. The warranty period for all services rendered by us shall be six months from the provision of the service (handover of the service/completion of the contractually agreed overall service).
4. The statutory presumption that the service is defective if the defect becomes apparent within six months of delivery is excluded.

Liability

1. All claims for damages are excluded in cases of slight negligence. The existence of slight or gross negligence must be proven by the injured party.
2. Claims for damages shall become time-barred two years after the end of our work, but no later than two years after the final invoice has been issued. The provisions as regards damages contained in these GTC or otherwise agreed shall also apply if the claim for damages is asserted in addition to or instead of a warranty claim.
3. Liability for lost profits, consequential damages or for damages due to third-party claims is completely excluded. Liability is also limited to the amount of the invoice value.
4. The limitations of liability do not apply to personal injury.
5. Our plans and other documents may only be used for execution after any necessary official approval and express release by us, otherwise claims for damages are excluded.

Choice of law, place of jurisdiction

Austrian law shall apply. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The contract language is German. The contracting parties agree to Austrian domestic jurisdiction. The court having subject-matter jurisdiction at our registered office shall have exclusive local jurisdiction to decide all disputes arising from this contract.