

General terms and conditions of the Bögershausen Sp. Z o.o.

Unless expressly agreed otherwise, the following GENERAL TERMS AND CONDITIONS apply:

1. OFFERS

Offers and all related documents and information created by us remain our intellectual property. Disclosure to third parties without our written consent is therefore not permitted. Insofar as the service description has not been drawn up by us, liability is assumed for the completeness and compliance with plans or the actual condition of the processing components not taken over. Any information about the cost of subcontracting is a non-binding estimate. All prices listed, including those that may be mentioned orally in an estimate, are subject to the VAT applicable at the time of invoicing. We are committed to our offer for four weeks from the date of dispatch.

2. EXECUTION AND WARRANTY

The work is carried out perfectly according to the current state of the art. We take on the guarantee that our service at the time of acceptance has the contractually guaranteed properties and is not tied to errors that advance the value or the suitability to the usual or according to the contract cancel or reduce set use. The client is obliged to accept the service provided within 12 working days after request. We undertake to remedy all defects arising during the period of limitation, which can be attributed to performance contrary to the contract caused by us, at our expense, if the client does so before the expiry the warranty period in writing. A guarantee security may only be retained by the customer if this was agreed in writing when the contract was concluded. The security deposit can be replaced by a corresponding guarantee.

3. DISCLAIMER OF WARRANTIES

The materials we use are products that are obtained from natural sources. A complete match in hardness, colour and structure with materials that have already been built into the building - also by us - cannot be guaranteed. Claims for damages due to slight negligence are excluded, insofar as it concerns the violation of additional contractual obligations.

4. WAGE WORK

Contract work is documented weekly in the work reports provided for this purpose. The client is obliged to nominate a representative to us before the start of the work, who will sign the wage work weekly. Work reports that are not signed within 10 days of receipt are considered recognized. This also applies to cases of refusal to accept. Working hours, use of equipment and materials are calculated according to the actual effort at the prices valid at the time the order was placed. This also includes preparatory work that is not carried out on the construction site, as well as arrivals and departures.

5. FREE DELIVERY

During the work, the client provides us with sufficient form and quantity: construction water, construction electricity, a room for equipment and craftsmen on request. The use of toilets is also possible for the craftsmen free of charge. If this cannot be ensured by the client, he will inform us of this when placing the order, whereupon we will take on these tasks at his own expense. Workers, devices or aids provided by the client are free of charge for us.

6. BILLING, ACCEPTANCE, PAYMENT PERIODS

Billing is based on the concluded contract. Before issuing the final invoice, we are entitled to request a payment discount of up to 80% of the service to be performed. The final invoices must be paid within 8 working days of receipt. Invoices are submitted as a PDF file. Discount deductions are only permitted after prior agreement. Delivered materials remain our property until full payment has been made. The client expressly grants us a right to terminate the contract if due payments are not made. Deviations from these general terms and conditions or additions to them must be in writing in order to be effective. This can only be waived in writing. The place of jurisdiction is the choice of Bögershausen Sp. Z o.o..