

STEININGER

GENERAL TERMS AND CONDITIONS for CONSUMERS of steininger.designers gmbh

1. Applicability

These General Terms and Conditions (GTC) apply to the entire business relationship between **steininger.designers gmbh**, Weinleiten 1, A-4113 St. Martin, (hereinafter referred to as 'steininger.designers') and those of its clients for whom the business is not for the purposes of running a company (hereinafter referred to as **CLIENT**). In the points set out below, these GTC govern the mutual rights and obligations between the contractual parties.

2. Services

steininger.designers renders services in the fields of kitchen and living room planning, joinery, design and interior decoration (hereinafter referred to as Works).

3. Acceptance of an Offer / Scope of Services / Quotations

We shall be bound to our offers until they are accepted in writing by the CLIENT, as the CLIENT shall be bound to offers until they are accepted by us, for a maximum period of two months. Our offers shall clearly list the services to be rendered. Unlisted services are therefore additional services which are to be paid for separately. Oral price quotations and information are to be merely considered initial information about our services.

4. Protection of Planning Rights, Copyrights and Industrial Property Rights

If we provide the CLIENT with plans, sketches, documents or any other intellectual property, these shall remain our property until the full price of the contract is paid. If, after the planning stage, we are not awarded a contract, all services rendered shall remain our unrestricted property. The CLIENT is not entitled to continue to use these in any way. Rather, the documents are to be returned to us immediately. Planning and offer documents may not be passed on to third parties, published, duplicated, distributed or used for any other purposes without our express consent. The CLIENT shall be liable for any damage caused by the culpable transfer or continued use of our intellectual property in violation of our rights. In paying the planning fees, the CLIENT will not acquire any exploitation rights or rights of use.

5. Correctness

We do not check to ensure that the documents, plans and sketches of the CLIENT match the actual measurements on site. We will inform the CLIENT if we do notice any inconsistencies, errors or defects. The CLIENT shall be responsible for any deviations between the measurements sent by the CLIENT and the actual measurements; in this regard, the CLIENT must bear any additional expenses resulting from this.

6. Delivery

Delivery shall be carried out after clarification of all the details of the contract. This requires the issuance of a confirmation of the contract. We shall render our services in various construction stages. These are set out in the offer.

Construction in outdoor areas affected by weather and atmospheric conditions may have to be postponed as a result of these uncontrollable factors. Likewise, unavoidable and unforeseeable events – e.g. delays suffered by our contractors (strikes, delivery problems etc.) and force majeure – as well as insufficient cooperation on the part of the CLIENT (see section 11) can result in a failure to adhere to the construction stage deadlines for which we cannot be held responsible. This will not give rise to default in delivery. However, in so far as the CLIENT is not responsible for the delay, we are obliged to offer new deadlines for completing the construction stages immediately after the delay passes.

If the deadline of a construction stage is culpably exceeded by four weeks, the CLIENT can call on us to deliver within a reasonable deadline. Upon expiry of this deadline we shall be in default of delivery, whereby the CLIENT shall be entitled to assert its statutory rights. In the event of default, we shall only be obliged to pay compensation in cases of intent and gross negligence.

7. Risks

When installing or repairing kitchens, pieces of equipment, cladding etc., tears and cracks may appear on existing Works as a result of undetectable stresses or material defects. Wear parts have a limited service life. When carrying out a makeshift repair, we can only provide a provisional duration; this does not replace professional repair work. If there are cables in walls whose positions are unknown, we cannot rule out the possibility of damaging them as a result of cutting or drilling work. We cannot be held liable for such damage.

8. Acceptance of Works

The services shall be accepted in the presence of one of our employees on site. In this regard, the functionality and defect-free state of the Works shall be checked. Likewise, the CLIENT shall be instructed in how to handle and maintain the Works. The CLIENT or an authorised representative of the CLIENT must be present to receive these instructions.

If, in spite of having received notice, the CLIENT fails to attend the acceptance of the Works, a subsequent appointment for the acceptance and instruction of the CLIENT or an authorised representative is to be organised and paid for separately.

9. Wood, Woodwork, Concrete, Samples, Surfaces and Availability

steininger.designers strives for the best possible availability, care and reliability. However, interruptions to operations, e.g. caused by poor-quality wood, defects in flues or other external causes, as well as part of maintenance, care and repair work, cannot be ruled out.

Wood and concrete are natural products whose appearance and characteristics may vary. Negligible changes to our obligation to render services and carry out delivery, as well as other changes that are reasonable for our clients, shall be deemed approved in advance.

All samples used by us merely serve to visualise colour patterns. The samples we use do NOT represent a binding offer or ANY template for the grain or structure of the wooden or concrete elements. The formwork elements used during the construction process are wooden sheets, each with their own grains, patterns and visual characteristics, over which we have no influence. Therefore, the CLIENT has no claim to a specific pattern or a specific structure of concrete elements. Any provisions to a different effect must be expressly agreed in writing.

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Fair-faced concrete is a natural product and is therefore subject to external factors which cannot be controlled, or only with great difficulty. These factors include the open-cell character of the surface of the concrete and the slight cupping effects in wooden sheets exceeding certain dimensions as a result of stresses. The open-cell character is countered by waterproofing the concrete and then coating it with hard wax. The durability of the concrete products depends on the method and frequency of care. Over the course of their lives, the surfaces produce a patina which is a major characteristic of a concrete surface and which is considered an aesthetic feature. The fine hair-line cracks which form as the concrete dries are also a characteristic of a concrete surface. Fine cracks can appear, especially in recesses. However, these have no negative influence on the surface and therefore do not represent grounds for a complaint. This also concerns the fragility of materials caused by the construction process, e.g. recesses for hobs/sinks or drilled holes, which could result in the formation of more cracks.

Concrete surfaces located outdoors are subject to natural atmospheric conditions. This can never be completely prevented. Differences in colour, bleaching effects and blooming caused by sunlight and rain are a characteristic of concrete and, although they can be impeded by coatings, they cannot be entirely prevented. All of these characteristics are natural characteristics of the products, therefore we cannot be held liable for them

10. Damages

Liability resulting from cases of damage shall be excluded if the damage is based on ordinary negligence and not personal injury or Works, partial Works or items taken to be processed. The absolute limitation period for claims for damages is ten years.

11. Duty to Cooperate of the CLIENT

steininger.designers can only start rendering the service once the CLIENT has met the necessary structural, technical and legal requirements for the performance of the service and once the necessary information has been sent to us by the CLIENT.

The CLIENT is obliged to provide any necessary permits, notices and approvals. If the CLIENT should fail to carry out its duty of cooperation, we cannot be held liable for any incomplete functionality of the Works caused as a result of the CLIENT culpably providing false information or failing to provide information.

12. Pricing and Payment

The invoice shall be issued immediately upon completion of each construction stage as described in the offer or contract confirmation (see section 3). Unless agreed otherwise, we are entitled to issue an invoice for 50% of the remuneration for the overall performance upon the conclusion/confirmation of the contract.

Our invoice amounts shall be as described in our offer or as agreed; our prices include statutory VAT. If additional services or services not listed in the offer have been rendered, e.g. repair work, organisational advice, waiting times culpably caused by the CLIENT, the time and materials shall be invoiced separately at the applicable rates on the date of the performance of the service.

Unless a separate deviating agreement has been concluded, invoices shall be payable within seven days of being issued.

13. Default in Payment and Acceptance

The damage caused to us by the CLIENT defaulting in payment shall be compensated by means of statutory interest (Section 1000 (1) of the Austrian Civil Code (ABGB)). If the CLIENT culpably defaults in payment, we shall charge default interest and compound interest at a rate of 6% per annum – we reserve the right to claim additional damage. In the event of a culpable default in payment, any discounts and reductions granted to the CLIENT shall be forfeit. If the CLIENT defaults in payment (of either a partial or the final invoice), any discount agreement shall be deemed dissolved. In this case, any discounts granted shall be forfeit for all invoices concerning the contract. We shall invoice the CLIENT for the full agreed amount – in full – with the final invoice at the latest.

Additionally, in the event that the CLIENT defaults in payment, we shall be entitled to claim compensation for other damage caused to us by the CLIENT – in addition to the statutory interest – especially the necessary costs of suitable extrajudicial enforcement or collection measures, provided that these are in proportion to our asserted claim. Furthermore, in the event of the partial payment or unjustified non-payment of a mature partial or final invoice, we shall be entitled to withhold all deliveries in connection with the transaction in question, fully or partially withdraw from the contract after setting a subsequent deadline and/or claim damages.

If the CLIENT culpably defaults in acceptance or is responsible for a default in acceptance, we shall be entitled to claim compensation for all damage and losses suffered as a result. In particular, this concerns the right to issue partial and final invoices.

Additionally, in order to secure our payable claims for the time and materials expended for the item or the damage caused to us by the item, we shall be entitled to withhold performance, whereby we shall only be obliged to gradually render services in exchange for the payment to be made by the CLIENT.

14. Retention of Title

We reserve ownership of the services we render (see section 2) until full payment is received for them from the CLIENT. This does not affect cases in which, under property law, the property is to be qualified as immovable (e.g. as a result of installation in and connection with a house) or can no longer be separated from a different, larger item.

4113 St. Martin, on 16 May 2014

steininger.designers gmbh