

**GENERAL TERMS AND CONDITIONS**  
for carpentry and joinery (as at 1 March 2025)  
[for construction contracts or contracts for work and labour with consumers [clause 13 German Civil Code]]



## 1. Field of application

1.1 These General Terms and Conditions (Ts&Cs) apply to all deliveries, to all services relating to construction contracts or contracts for work and labour, and to all other services provided by the joinery/carpentry or installation business (Contractor) for consumers as defined at clause 13 of the German Civil Code (Clients).

1.2 Any individual contractual agreements between Contractor and Client (including side agreements, amendments and additions) take priority over any conflicting clauses of these Terms and Conditions.

## 2. Contractor's quotations and documentation

2.1 The Contractor shall identify any non-binding quotations accordingly or by adding the note 'Subject to confirmation'. Any time-limited quotations shall include the period for which they are binding.

2.2 Any promotional statements or warranted property pledges made by the manufacturer in relation to products or materials shall become part of the contract only if expressly appropriated by the Contractor as its own.

2.3 None of the Contractor's quotations, cost estimates, plans, drawings, calculations, tenders or other documentation may be altered, duplicated or made accessible to any third party without consent. Should no contract come into being, the Client must return the documents, including any copies, immediately upon being first requested to do so. Should due to the fault of the Client this not be possible, the latter shall be liable to the Contractor for compensation of any loss that is verifiably incurred as a result.

## 3. Renderings the services and Client cooperation

3.1 The Contractor shall inform the Client without delay if it is unable to render its services due to circumstances arising from the Client side (e.g. no construction clearance, lacking or deficient provided materials, inadequate construction site infrastructure) or that are attributable to delays at upstream trades, to any force majeure or to any breakdown in supplies to the Contractor itself caused through no fault of its own. The Contractor shall describe the likely impact on its rendering of its services and shall assist within the scope of the contract on minimising the consequences. In exceptional cases, no notification may be necessary if the disruptive circumstances and their impact are obvious.

3.2 The Client shall at its own expense ensure that while the work is being done electric power, water, lighting and appropriate storage space are provided and that unhindered access to the site is possible. If the Client is unable to ensure this, the Contractor must be informed without delay.

3.3 Unless otherwise agreed, the Contractor's vehicles and those of its own contracted agents must be able to drive directly up to the building / onto the site and unload there. For any items to be taken up to the third floor or above the Client shall provide mechanical means of conveyance. All staircases must be passable. If extra costs accrue due to driving up to the site being more difficult or due to materials needing to be transported over longer distances, a separate remuneration agreement shall be made.

3.4 The Client shall procure any necessary approvals and official permissions in good time and at its own expense.

3.5 In the situations provided for in law, both Contractor and Client shall have the right to cancel the contract.

## 4. Contract prices and changes to the basis of the contract

If more than four months have passed between contract signature and the commencement of works, without the Contractor being responsible for this, and if compared to the situation at the time of contract signature the cost of materials and/or labour has gone up or down by more than 3%, either party shall be able to call for supplementary negotiations in order to agree an appropriate adjustment of the agreed prices for costs of materials and labour (without any mark-up).

## 5. Rights to title and Client's duty to inform

Unless any loss of title pursuant to clauses 946 ff. of the German Civil Code arises, all items delivered for the fulfilment of the contract shall remain in the ownership of the Contractor until full payment has been made. Until then, the Client may neither pledge said items nor re-assign them as security. If an application is made to commence insolvency proceedings against its assets or if any third parties make efforts to seize the items (e.g. by way of attachment), the Client must inform the Contractor without delay.

## 6. Obstacles to providing the service

If the provision of the service is hindered as a result of unforeseeable circumstances that, despite reasonable care, the Contractor is unable to avert – in particular, as a result of operational or supply chain disruptions; public authority interventions (such as confiscation); cyber attacks; nuclear or other ionising radiation; use of chemical, biological or biochemical substances or electro-magnetic waves as weapons endangering public safety; power supply difficulties; strikes; demonstrations; lock-outs or industrial unrest; pandemics; natural disasters (e.g. earthquakes, lightning strikes, volcano eruptions, mudslides, avalanches, snowdrifts, snowstorms, floods); armed or unarmed conflicts (war, civil war, internal unrest, insurgency or terrorism) or any other cases of force majeure –, the deadline for provision of the service shall be extended commensurately. If, as a result, providing the service becomes permanently impossible, both parties' not yet rendered duties to perform shall no longer apply; claims to payment for services already rendered shall remain unaffected by this.

## 7. Client's default of acceptance

If the service cannot be provided by the agreed date because the Client is failing to provide the necessary assistance and is as a result in default of acceptance, the Contractor shall be entitled to appropriate compensation as per clause 642, paragraph 2 of the German Civil Code.

## 8. Termination by the Client, obligation to pay compensation

If the Client terminates the contract without good cause, the Contractor shall, in addition to payment for the services already rendered, receive compensation of 10% of the payment for the still outstanding part of the work. The Client shall have the possibility to prove that no loss or a lesser loss was incurred. The Contractor shall be able to demand higher compensation if it can prove a greater loss.

## 9. Acceptance of the service provided

The Client shall be obliged to formally accept the services provided pursuant to the construction contract or contract for work and labour as soon as and insofar as in all material aspects they have been rendered according to contract. Refusal to formally accept the work done due to any immaterial deficiencies shall not be permitted (clause 640, paragraph 2, German Civil Code).

## 10. Payment

10.1 Following the rendering of the services or acceptance of the work, the Contractor's invoices shall be due for payment immediately after receipt, save only if the Contractor has granted longer payment terms. Clause 650g, paragraph 4 of the BGB remains unaffected.

10.2 Invoices may be offset by the Contractor only against undisputed claims or claims that have been legally adjudged valid.

## 11. Warranty for defects and warranty periods

11.1 Differing from the statutory period of two years, the warranty period shall be one year from acceptance for any Client claims relating to defects as per clause 634a, paragraph 1, point 1 of the German Civil Code (for work, the success of which consists in the manufacture, maintenance or modification of an object or in the rendering of planning or supervisory services). This applies also in the case of any repair, renovation, upkeep, installation, renewal or conversion work on an already erected structure whenever in terms of type and scope the work has no material significance in relation to the design, continued existence, preservation or usability of the building.

11.2 The Client's rights to make claims for defects relating to the construction contract / contract for work and labour shall for work on any structure lapse as per clause 634a, paragraph 1, point 2 of the German Civil Code five years from acceptance in the case of any new build or any extension of the building substance (on top of it or adjoining it) or in cases of any installation, conversion, renovation or repair works to an already erected structure, if the works would count in the case of new erection of the building as being among those structural works that in terms of type and scope are of material significance in relation to the design, continued existence, preservation or usability of the building and the installed parts are connected solidly to it.

11.3 The following shall not be deemed defects:

a) Consequences of incorrect operation, violent impact, wear or tear caused through proper use (e.g. weathered surfaces).

b) Natural colour, textural and other differences that are attributable to the properties of wood as a natural product, plus any immaterial variances in the case of follow-up orders that lie in the nature of the materials used.

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## 12. Liability for compensation

12.1 The Contractor shall be liable to pay compensation – regardless of the legal basis of any claim – only:

- a) in the event of wilful or grossly negligent breach of an obligation by it, its legal representative or vicarious agents, or in the event of negligent injury to life, body or health;
- b) in the event of malicious concealment of defects;
- c) in the event of taking on a guarantee for the quality of the work;
- d) pursuant to the conditions of the German Product Liability Act.

12.2 The Contractor shall also be liable in the event of any breach of material contractual duties (duties, the fulfilment of which is key to the proper execution of the contract and in adherence to which trust is regularly put), the liability being limited, however, in the event of minor negligence to the foreseeable losses typically incurred, except in any case of injury to life, body or health.

## 13. Maintenance, inspection and care information

13.1 The Contractor herewith draws to the attention of the Client the fact that for the parts to continue working long into the future it is necessary to carry out maintenance work, in particular:

- a) checking and, where applicable, lubricating fittings and moving parts,
- b) regular checking of sealing joints,
- c) treating of coatings inside and outside, varying in each instance dependent on coating type, use and exposure to the elements. Such work is part of the commission only if this has been expressly agreed. Failure to carry out maintenance work can have an adverse effect on service life and function without constituting a reason for any warranty claim.

13.2 Correct, professional installation of modern windows and external doors improves the building's energy quality and makes the building envelope airtight. For maintaining internal air quality and avoiding any formation of mould, additional ventilation requirements must be fulfilled. The creation and implementation of a ventilation concept do not form part of this commission.

13.3 The Client shall have responsibility for appropriate climatic conditions (air humidity, temperature) for the protection and preservation of the building elements (e.g. windows, stairs, wood flooring).

## 14. Cancellation

Solely for the event that by reason of statutory provisions the Client is entitled to a right of cancellation as a consumer, the following shall apply:

You have the right to cancel the contract within 14 days without giving any reason. The 14-day period for cancellation begins as of the day of contract signature. In order to exercise your right to cancel, you must inform us

.....  
[Note: Please add details yourself!]: Company name, address, telephone number, e-mail address and - if available - fax number

by means of clear notice (e.g. by post, e-mail or fax) of your decision to cancel this contract. To meet the deadline, it is sufficient for you to send off the notice that you are exercising your right to cancel before the 14-day period ends. You can use the **example form** below for your notice of cancellation, although this is not mandatory:

### Notice of cancellation

ON .....  
(Contractor's company name and address)

I/we (\*) herewith cancel my/our (\*) contract entered into for the provision of the following service:

.....(\*)

ordered on ..... (\*) / received on ..... (\*)

.....(\*)  
(Contractor's name and address)

Date .....(\*) .....(\*)  
(Contractor's signature) (Only when cancelling in writing)

(\*) Please enter details / cross out what doesn't apply

**Consequences of cancellation:** If you cancel this contract, we shall be required to pay back to you without delay and in any case by not later than 14 days after receipt of your notice of cancellation of this contract all payments that we have received from you, including delivery costs (with the exception of any additional costs resulting from you having selected a shipping method that is different from the standard, most cost-efficient shipping method that we offered). For this repayment, we will use the same payment method that you used in the original transaction, unless explicitly agreed otherwise with you; in neither case will we charge you any fees for this repayment. We shall be able to refuse to make the repayment until we have received back the materials that we delivered to you or until you have provided evidence that you have sent the materials back, whichever occurs first. The materials must be sent back or handed over to us without delay and in any case within 14 days from the day on which you informed us of your cancellation of this contract. The deadline will be deemed met if you dispatch the materials prior to expiry of the 14-day period. You shall bear the direct costs of sending the materials back. You shall have to compensate us for any loss in value of the materials only if said loss in value is attributable to handling other than that required for examining the quality, characteristics or functioning of the materials. If you asked for provision of the service to begin on a date earlier than the end of the 14-day cancellation period, you shall be required to pay us an appropriate sum proportionate to the full scope of work provided for in this contract for that portion of the work already carried out up to the date on which you notified us that you were exercising your right to cancel.

## 15. Dispute resolution

The Contractor is neither willing nor obliged to participate in dispute resolution procedures before any consumer arbitration body.

## 16. Data protection

The Contractor's personal data (e.g. name, address, communications data) are saved by the Client in machine-readable format in order to fulfil pre-contractual and contractual obligations (clause 6, paragraph 1b, GDPR). This data is used solely for the Client's own purposes and is not passed on to any unauthorised third parties for commercial purposes. The data is deleted as soon as it is no longer required for the purpose of being processed. Persons affected can demand information about their saved data, a correction if anything is wrong and deletion of the data if it has been saved in contravention of regulations. They also have the right to lodge a complaint with the relevant supervisory authority.

## 17. Applicable law

The contract shall be governed exclusively by German law. However, the legal regulations – in particular those based on EU law – relating to the restriction of choice of law and to the application of mandatory regulations of the country in which the Client as consumer normally resides remain unaffected.