

General terms and conditions for maintenance services on windows, window systems, doors and sun shading systems

from Schüco® Global Services KG, Karolinenstraße 1-15, D-33609 Bielefeld

1. Scope of application

1.1 The following General terms and conditions for maintenance services on windows, window systems, doors and sun shading systems (hereinafter "GMW") apply for the handling of all of our maintenance and inspection services for windows, window systems, doors and sun shading systems. They shall form part of the relevant contracts between us and our customer (hereinafter "Contracting Party").

1.2 These GMW also apply for orders concerning the repair of damage or the replacement of components that we are assigned in relation to the performance of maintenance and inspection services for windows, window systems, doors and sun shading systems as per point 1.1.

1.3 Terms and conditions from the Contracting Party shall only become part of the contract if we have explicitly agreed in writing that they are valid. Our GMW shall apply even if we conduct services in the knowledge that the Contracting Party has contradictory or different terms and conditions.

2. Quotes and placing of orders

2.1 Our quotes shall be non-binding until we confirm the order in writing.

2.2 Orders from the Contracting Party shall be binding for the Contracting Party. We may accept them within two weeks of receiving them either via declaration or by performing the service.

2.3 If we confirm receipt of an order, this confirmation of receipt does not represent acceptance of the order. The confirmation of receipt may be combined with acceptance.

3. Our general obligations

3.1 We shall conduct the services in such a way that operational availability and safety are maintained. We shall observe the generally recognised rules of technology, statutory provisions and safety regulations, in particular accident prevention regulations. At our discretion we shall either perform the service using our own qualified technicians or have it performed by appropriately qualified subcontractors. In the latter case we shall retain the rights and obligations from the contract.

3.2 We shall supply and/or provide, subject to point 6, all resources (e.g. measuring devices and tools) and materials (e.g. lubricants and cleaning agents) necessary to perform the services.

4. Our obligations during maintenance and inspection

4.1 In the case of contracts concerning the maintenance and inspection of windows, window systems, doors and sun shading systems, we shall conduct the agreed activities to check whether the windows, window systems, doors and sun shading systems are in proper condition (inspection) and carry out the agreed activities in order to ensure that the windows, window systems, doors and sun shading systems remain in proper condition (maintenance).

4.2 If, during maintenance or inspection work, we identify or suspect defects or damage, which could jeopardise the operational availability or the safety of the system, we shall immediately consult the Contracting Party about what further action should be taken.

(As at August 2022)

4.3 Notification will be provided of all other defects or damage identified during the maintenance or inspection when handing over the documentation concerning the maintenance and inspection at the latest.

5. Separate order to rectify defects or damage

5.1 The rectification of any defects or damage identified is not covered by the maintenance and inspection order as per point 1.1, and instead must be commissioned and paid for separately by the Contracting Party.

5.2 If defects or damage are identified, we shall submit a quote to the Contracting Party for rectifying them or recommend a third-party company that provides the relevant services.

6. Obligations of the Contracting Party

6.1 Following agreement of the service time, the Contracting Party shall grant free and unrestricted access to the project.

6.2 The Contracting Party shall provide information about all known or suspected faults or damage before the inspection.

6.3 The Contracting Party shall provide water and electricity for our work free of charge and shall allow us to use WiFi guest access if this is available. In addition, by agreement the Contracting Party shall provide other resources such as cranes, scaffolding or barriers.

6.4 The Contracting Party shall allow the application of a sticker with a QR code for unique identification of each opening unit. We will apply the sticker in the rebate on the inside, where it will remain permanently.

7. Liability

7.1 Our liability for compensation and the reimbursement of wasted expenditure shall be based exclusively on this point 8.

7.2 We shall be liable for intent and gross negligence. In the event of slight negligence, we shall be liable only in the event of the infringement of a key contractual obligation, i.e. an obligation which must be performed in order to actually allow for the proper performance of the contract and the compliance with which the Contracting Party could usually rely on, or in the event of damages resulting from death, injury or impairment of health. Other than this we shall not be liable, unless the liability is based on the Produkthaftungsgesetz [Product Liability Act], which shall not be affected.

7.3 The regulations above also apply in favour of our vicarious agents.

8. Start, term, termination

8.1 The contractual relationship concerning the performance of inspection and maintenance services (not: repairs) for windows, window systems, doors and sun shading systems is concluded for a period of five years from the conclusion of the contact unless a different period is agreed or it is agreed that the subject of the contractual relationship is one-off inspection and maintenance.

8.2 If the Contracting Party is a consumer as per Section 13 BGB [Civil Code], either party may terminate the contractual relationship even before the end of the period stated in point 8.1 with a notice period of one month, however this must not be done until the contractual relationship has been in force for two years.

(As at August 2022)

8.3 If the contractual relationship concerning the performance of inspection and maintenance services (not: repairs) is not terminated by a party at least one month before the end of the period as per point 8.1, it shall be extended after this time for an indefinite period and may be terminated at any time by a party with a notice period of at least one month, unless it is agreed that the subject of the contractual relationship is one-off inspection and maintenance.

8.4 This does not affect the right of both parties to terminate for a compelling reason.

8.5 Terminations must be made in writing.

9. Remuneration

9.1 Our remuneration shall be billed after every maintenance/inspection, unless a separate agreement has been reached concerning annual billing. In the case of repairs, the remuneration will be billed after the repair even if there is an agreement on annual payment for maintenance and inspection.

9.2 Payments for our invoices must be made ten days after the issuing of the invoice without deduction.

9.3 We will only accept cheques as conditional payment.

10. Adjustment of the remuneration

10.1 At the start of each calendar year, the agreed (current) remuneration shall change by 80% of the change in the average standard wages that occurred in the respective previous year in accordance with the Salary agreement of the Tariff community of wholesalers, external traders and service providers in North Rhine-Westphalia (the average change across all salary groups and salary levels without weighting and without training wages shall be authoritative). For example, if the standard wages increased by 2%, the remuneration shall increase by 80% of this, i.e. by 1.6%. However, a change shall only be made if this contract has been in force for at least a year at the time of the change. In addition, a change shall only be made in relation to those changes in the average standard wages that had not already been agreed in collective agreements at the time that the contract was concluded.

10.2. In the event of an increase in the remuneration, a Contracting Party that is a consumer may terminate the contract with effect from the time when the increase becomes effective; we must receive the termination no later than the time when the increase becomes effective if we have informed the Contracting Party in writing of the increase in the remuneration at least two months in advance, otherwise the termination shall be deemed to have been made on time if we receive it no later than two months after we have informed the Contracting Party in writing about the increase in the remuneration. If termination as per this paragraph is made on time, the increase in remuneration shall not apply for services performed up to that point.

11. Applicable law, jurisdiction

11.1 German substantive law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods; however, a Contracting Party that is a consumer remains at liberty to invoke more favourable provisions that apply in its home country.

11.2 If the Contracting Party is a businessman, legal person under public law or a special fund under public law, the exclusive place of jurisdiction shall be Bielefeld, although we shall also be entitled to take legal action at the registered office of the Contracting Party.