

## Terms of Service

### § 1 Validity of general terms and conditions

For each contract only our terms and conditions apply. Other conditions do not become part of the contract, even if we do not expressly contradict them.

### § 2 deals

Our offers are non-binding. Orders from our customers only lead to the conclusion of the contract through our written order confirmation. In the case of desired planning work, any costs incurred will be charged when the order is placed. If not, an offer comes with planning, we charge the time required for the planning work.

### § 3 scope

- (1) We distinguish between different types of benefits that determine the scope of our obligation to deliver:
1. Pure delivery: We only deliver according to the quantities and ordered materials specified by the customer.
  2. Delivery and installation:  
In doing so, we deliver according to the technical measurements we have created and ensure that the building materials are introduced to the building in a way that is suitable for the craftsmen.
  3. Special services:  
These are separately agreed and remunerated services that are not included in the scope of services in § 4 (1) (1) and (2).
- (2) We are entitled to have our contractual obligations carried out by subcontractors commissioned by us.

### § 4 Surveying (horticulture)

- (1) As far as we are instructed to take the technical measure, we carry out an on-schedule. The customer is in default of acceptance, if he does not perform the agreed Aufmasstermin or does not accept three of our proposed measurement dates.
- (2) Cost-deviating deviations from the original or from the measurement taken by us shall be additionally compensated by the customer, if these exceed at least five percent of the originally agreed order value. If it becomes apparent that additional costs will be incurred, we will inform the customer immediately. He then has to inform us immediately in writing, whether he wants us to continue the execution of the contract or terminate the contract. If the customer wishes further execution of the order, the additional costs-causing lines are to be reimbursed by him in addition to offers. If the customer terminates the contract, no further services will be provided and the services rendered until then will be invoiced.

### § 5 Prices

- (1) Our prices are inclusive of VAT.
- (2) In the case of an increase in value added tax following the conclusion of the contract, it shall be entitled to retroactively apply the VAT rate applicable at the time of invoicing to the original price agreement with entrepreneurs, legal persons under public law or special funds under public law.
- (3) If the delivery is made by us later than four months after the conclusion of the contract, we shall be entitled to increase the agreed price appropriately, if between the conclusion of the contract and delivery the prices of our suppliers and / or the other costs on our goods (including public goods) Levies rise. Furthermore, under the aforementioned conditions, we shall be entitled to a reasonable price increase even if less than four months have elapsed between the conclusion of the contract and the delivery.

### § 6 Delivery time and delay of delivery

- (1) Our delivery periods begin as soon as the information required for the delivery, in particular the technical allowance, is available. This does not apply if a later date than construction Start of delivery is agreed.
- (2) If we are in default, the customer has to grant us a reasonable period for subsequent performance, which in any case must be at least four weeks.

### § 7 Obstruction of order execution

If the provision of our services is delayed, hindered or impossible due to circumstances for which the customer is responsible, the customer must reimburse us for the resulting damage. This is especially true when there is no access to the free water connection or the unpaid power supply is not sufficiently secured. In this case, a power generator is rented (70 € per day) or an electrician ordered at the owner's expense.

### § 8th Retention of title

The goods delivered by us remain our property until complete fulfillment of all claims resulting from the specific order.

§ 9 terms of payment For orders less than € 5,000, the amount will be paid immediately after completion in cash or 2 days by bank transfer. 3% discount, then without discount. For areas from 100 sqm and / or special areas, we reserve the right to charge 30% of the agreed order value for material and pre-cost upon receipt of the order confirmation. The remainder will be payable in installments or after the completion of the entire work without deduction, depending on the length of the construction period. (2) The assertion of a right of retention by the customer, if this entrepreneur, a legal entity under public law or a special fund under public law, is excluded unless the alleged counter-right of the customer is undisputed or legally determined. (3) Offsetting against a counterclaim not legally established or undisputed by the customer is excluded.

### § 10 warranty

- (1) The company D.S. In contrast to the statutory warranty and statute of limitations, steinwerk grants a 3-year warranty on all executing work. Across from Entrepreneurs, legal entities under public law or special funds under public law are subject to the following limitation periods:
1. The regular limitation period is one year from delivery.
  2. If the deliveries or services carried out are those pursuant to section 438 (1) no. 2, 634a para. 2 BGB, the limitation period is three years from delivery.
  - (2) If a delivery made by us is defective, then the customer has to set a reasonable deadline for supplementary performance. The deadline must be at least four weeks in each case. If the defect is not remedied within the grace period, the customer is entitled to withdraw from the contract, excluding any other warranty rights and claims for damages.
  - (3) The customer must check our deliveries immediately after completion. Obvious defects must be reported in writing to the customer within two weeks. The decisive time is the sending of the complaint. If the customer omits the timely complaint, he loses all warranty rights. The same applies if the customer does not object in writing to a non-obvious defect within two weeks of its discovery.
  - (4) For the injury of other legal interests of the customer (including those belonging to his household) as life, body and health by us or our vicarious agents we are liable only if the injury is based on gross negligence or intent.
  - (5) Guarantees are only accepted by us for the impregnations. Due to our years of practical experience in stone restoration and "fixed joints" we can guarantee a permanently weed-free stone surface of up to 95% for newly laid stone surfaces. However, existing older stone surfaces which have to be scraped out subsequently depend strongly on the existing weed roots below the stone surface and can therefore only be guaranteed to a limited extent.

### § 11 image rights

By placing the order, the customer acknowledges the right to free use and display of the drawings and digital images created by us. These are expressly used for advertising purposes only on the Internet on our homepage, on brochures or in photo album.

### § 12 Salvatorian clause

Should individual provisions of the contract be or become ineffective, this does not affect the validity of the contract as a whole. Ineffective provisions shall be replaced by provisions which come as close as possible to the expressed intention of the Contracting Parties.

Valid from 01.01.2017