

General Terms and Conditions (GTC)

Red Beard Welding – Welding, Metal Fabrication and Repair Services

§ 1 Scope

(1) These General Terms and Conditions ("GTC") apply to all contracts for welding, metal fabrication, repair and other craft services between Red Beard Welding, Lönswinkel 2, 30900 Wedemark, Germany (a small business / "Kleinunternehmer" within the meaning of § 19 of the German VAT Act (UStG), hereinafter the "Contractor") and its customers (hereinafter the "Customer").

(2) These GTC apply to both consumers (§ 13 of the German Civil Code, BGB) and business customers (§ 14 BGB), except where individual clauses distinguish between the two.

(3) Any terms and conditions of the Customer that conflict with, deviate from, or supplement these GTC shall become part of the contract only if and to the extent the Contractor has expressly agreed to them in writing.

(4) These GTC shall also apply to all future business relationships with the Customer, even if not expressly agreed again.

§ 2 Formation of Contract and Quotations

(1) Quotations issued by the Contractor are non-binding unless expressly marked as binding or subject to a specific acceptance period.

(2) A contract is formed upon the Contractor's written order confirmation or upon actual commencement of the work.

(3) Unless otherwise agreed, dimensions, sketches, drawings, and information on weight or material thickness contained in quotations are approximate values and do not constitute guaranteed characteristics.

(4) Subsequent change or addition requests by the Customer require text form (e.g. email) and may result in adjustments to price and completion schedule.

§ 3 Prices and Payment Terms

(1) The prices stated in the quotation or order confirmation apply. As a small business under § 19 (1) UStG, the Contractor does not charge VAT; the stated prices are final prices.

(2) Material, travel and call-out costs, as well as costs for third-party services (e.g. galvanizing, testing, certification), are billed separately unless expressly agreed as a flat fee.

(3) For orders with an execution period of more than four weeks, the Contractor is entitled to request a reasonable advance payment or progress payments in line with the stage of completion.

(4) Unless otherwise agreed, invoices are due for payment in full within 14 days of the invoice date.

(5) In the event of late payment, the statutory default interest applies; the Contractor may additionally charge the statutory reminder fee and recover any further costs actually incurred as a result of the delay.

(6) Against business customers, set-off is permitted only with undisputed or legally established claims; a right of retention exists only in respect of counterclaims arising from the same contractual relationship.

§ 4 Performance, Deadlines and Customer Cooperation

(1) Unless expressly agreed as "fixed," stated completion or delivery dates are estimated dates.

(2) The Customer shall ensure that the work site is accessible in good time and adequately lit, ventilated, and equipped with the necessary connections (power supply, shielding gas if required). Delays caused by the Customer's lack of cooperation are not attributable to the Contractor and extend the agreed schedule accordingly.

(3) When working on material supplied by the Customer, the Contractor assumes no liability for hidden pre-existing damage, material fatigue, or prior defective repairs that were not identifiable before the work began.

(4) Operational or weather-related disruptions and events of force majeure (e.g. supply shortages of raw material) extend agreed deadlines by the duration of the disruption; both parties will be informed without delay.

§ 5 Safety and Occupational Health

- The Customer shall notify the Contractor before work begins of any particular fire, explosion, or environmental hazards at the work site (e.g. flammable substances, gas lines, containers with prior contents).
- Unless otherwise agreed, any required welding permits, fire watch arrangements, or official approvals for the specific work site are to be obtained by the Customer.
- The Contractor performs the work in compliance with the applicable occupational safety and trade association (Berufsgenossenschaft) regulations.

§ 6 Warranty

(1) Statutory warranty provisions apply, except as otherwise set out below.

(2) For business customers, the warranty period for work performance is 12 months from acceptance, to the extent legally permissible; the statutory periods remain unaffected for building structures and for claims arising from intent, gross negligence, injury to life, body, or health, and for guarantees given.

(3) For consumers, the statutory warranty periods apply unchanged.

(4) The Customer must report obvious defects in text form within two weeks of acceptance or delivery, and hidden defects without delay after discovery. For business customers, the duty of prompt inspection and notification under § 377 of the German Commercial Code (HGB) applies in addition.

(5) The Contractor is entitled to remedy the defect, at its discretion, by repair or replacement (subsequent performance). If subsequent performance fails, the Customer is entitled to the statutory rights of price reduction, rescission, and damages.

§ 7 Liability

(1) The Contractor is liable without limitation for damages resulting from injury to life, body, or health, and for intent and gross negligence.

(2) In the event of slightly negligent breach of material contractual obligations (cardinal obligations), i.e. obligations whose fulfillment is essential for the proper performance of the contract and on whose observance the Customer may regularly rely, liability is limited to the foreseeable damage typical for this type of contract.

(3) In all other respects, liability for slightly negligent breaches of duty is excluded. Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

(4) The above limitations of liability apply accordingly in favor of the Contractor's vicarious agents.

§ 8 Retention of Title

(1) Materials supplied and fabricated structures remain the property of the Contractor ("retained goods") until full payment of all claims arising from the business relationship.

(2) Against business customers, the Customer is entitled to use the retained goods in the ordinary course of business; the Customer hereby assigns in advance to the Contractor any claims arising from resale, in the amount of the invoice value.

§ 9 Materials Supplied by the Customer

If the Customer provides material or workpieces for processing, the Customer is responsible for their suitability, correct identification, and proper storage. The Contractor is not liable for damage resulting from unsuitable or defective customer-supplied material, provided the defect was not identifiable to the Contractor upon a reasonably diligent inspection.

§ 10 Acceptance

(1) Upon completion, the Customer shall accept work performance either formally or through conclusive conduct (e.g. commissioning or putting the item into use).

(2) If the Customer refuses acceptance, the specific defects on which the refusal is based must be stated. Acceptance may not be refused on account of immaterial defects.

§ 11 Termination and Cancellation

(1) Withdrawal from or termination of the contract by the Customer prior to full completion is possible only in accordance with the statutory provisions.

(2) If the Customer cancels an already confirmed order without good cause, the Contractor may invoice the costs incurred up to that point together with a reasonable share of lost profit, unless the Customer proves that a lower loss was actually incurred.

§ 12 Data Protection

The Contractor processes the Customer's personal data exclusively within the framework of applicable data protection law (in particular the GDPR) for the purpose of performing the contractual relationship. Further information is available in the Contractor's privacy policy at www.rb-welding.com or journeyman.pro.

§ 13 Final Provisions

(1) These GTC and the contractual relationship are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the Customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contractual relationship is the Contractor's place of business in Wedemark, Germany.

(3) Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provision.

(4) Amendments and additions to this contract require text form, unless written form is prescribed by these GTC or by law. This also applies to any amendment of this text-form clause itself.