

General Terms and Conditions (GTC) of the Company

Ronny And Nico Witte Technical Service L.L.C – First Class German Renovation

1. Scope

These General Terms and Conditions (GTC) apply to all business relationships between our company and our customers in the scope of our activities and services. Deviating terms and conditions of the customer are not recognized unless expressly agreed upon in writing.

2. Conclusion of contract

2.1. A contract between the company and the customer is concluded by a written order confirmation or by a clear verbal agreement.

2.2. Offers made by the company are non-binding and can be revoked until accepted by the customer.

2.3. Changes or additions to the contract must be made in writing or by clear oral agreement between both parties.

3. Scope of services

3.1. Our company provides the services in accordance with the agreed contract and the specifications set out therein.

3.2. Changes to services after conclusion of the contract are only possible by mutual agreement and may result in additional costs.

3.3. The company reserves the right to engage subcontractors to carry out certain work.

4. Prices and payment terms

4.1. All prices are in AED (United Arab Emirates Dirham) and do not include VAT, where applicable.

4.2. Payment is made according to the payment terms agreed in the contract. A deposit is generally only required if we need to pre-order materials or similar items with an order value of at least AED 4,000.

4.3. Invoices will be issued in stages depending on the construction phase, unless otherwise agreed.

4.3. Invoices must be paid within 7 days of the invoice date without deduction.

4.4. In case of late payment, the Company is entitled to charge interest in accordance with UAE law.

5. Execution and completion

5.1. The company will endeavour to meet agreed deadlines, but assumes no liability for delays caused by force majeure, official orders or unforeseeable events.

5.2. The customer is obliged to grant the company access to the construction site and to obtain all necessary permits.

5.3. Change requests from the customer during construction may lead to an adjustment of the completion deadline and costs.

6. Acceptance and liability for defects

6.1. Upon completion of the work, a joint inspection will be conducted with the customer. The inspection will be documented in writing, along with any defects.

6.2. Defects must be reported in writing within 7 days of acceptance. The company reserves the right to remedy justified defects within a reasonable period of time. Defects that cannot be detected with the naked eye and at a reasonable minimum distance under normal conditions will generally not be considered objectionable by us.

6.3. The warranty period for defects is generally 1 year from acceptance, unless otherwise agreed.

6.4. Principle: We practice a skilled trade, meaning our work is not machine-made. We always carry out our work to the best of our ability and within the structural conditions.

6.5. Claims for defects are subject to the following conditions: Optimal and standard lighting conditions, as grazing light can affect the appearance of the finished surface.

Marking during repair work is generally unavoidable. Considerations include the structure of the substrate, the color of various coatings, the degree of adhesion, the tool used for the repair, and much more. Repair work in a surface will be more or less noticeable depending on the structure of the object and is therefore almost unavoidable.

Acrylic and silicone joints are maintenance joints, and therefore cracks in the joint that are not due to a material or application error are not covered by the warranty.

7. Liability

7.1. The company is only liable for damages caused by gross negligence or intent on our part.

7.2. Liability for indirect damages, lost profits or consequential damages is excluded.

7.3. The customer is obliged to inform the company of any special risks or requirements related to the construction project.

8. Termination and resignation

8.1. The customer may terminate the contract for any reason prior to completion of the work. In this case, the company is entitled to invoice the services provided up to that point, as well as any costs incurred.

8.2. The company may withdraw from the contract or terminate it without notice if the customer fails to meet his payment obligations or refuses access to the construction site.

9. Data protection

9.1 The company undertakes to treat all personal data obtained within the scope of the business relationship confidentially and not to pass it on to third parties unless this is necessary to fulfill the contract.

10. Applicable law and place of jurisdiction

10.1. All contracts between the company and the customer are governed by the laws of the United Arab Emirates (UAE).

10.2. The place of jurisdiction for all disputes is Dubai.

11. Final provisions

11.1 Should individual provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. Changes or additions to these Terms and Conditions must be made in writing.