

These General Terms and Conditions (GTC) shall apply to all services offered by Dietsche MontageProfis AG (the Contractor). Sie regeln die allgemeinen Aspekte der Erbringung von Leistungen an den Kunden im Rahmen eines oder mehrerer Verträge oder Rahmenverträge. Upon using Dietsche services, the following Terms and Conditions are deemed to have been accepted unchanged and in full. Any terms and conditions of the Ordering party to the contrary shall only be valid if they have been confirmed in writing by the Contractor.

1. The Contractor may refuse or discontinue the performance of services at any time provided that no countersigned order confirmation is available.
2. If the order volume is subsequently increased, all the provisions of this order confirmation will also be extended accordingly.
3. If the Ordering party or its auxiliary agent refuses to sign work reports, the Contractor may discontinue its performance at any time.
4. The Contractor's management reports shall be submitted to the Ordering party for each working week in the course of the following week. The failure to submit or sign reports, or errors in doing so, must be reported by the Ordering party in writing and in detail within 10 days. Otherwise, the relevant report shall be irrevocably deemed to have been approved.
- 5. In the case of outsourced orders, the Contractor's invoice shall always be accompanied by a copy of the report. The invoice and the report – even if unsigned – shall be irrevocably deemed to have been approved unless they are rejected by the Ordering party in writing and in detail within 10 days of receipt. Clause 4 remains reserved.**
6. All risks and dangers which may affect the assembly material supplied by the Ordering party or third parties shall be borne by the Ordering party.
7. The Contractor shall not be liable for damage to vehicles belonging to the Ordering party or to third parties that are driven by the fitter with the consent of the Ordering party or third parties. The vehicle owner must ensure that insurance is sufficient to cover their own damages.
8. If an order confirmation is signed by persons who are not authorised to sign, they may be liable to prosecution.
9. The place of performance for the payment of remuneration for work shall be the registered office of the Contractor in Kriessern (Canton of St. Gallen), Switzerland.
10. We wish to point out that the unknown subsoil risk for the floor/wall/ceiling is the responsibility of the building owner. According to SIA Standard 118, Article 5, the inspection obligation is incumbent on the building owner or their site manager.
11. The site manager and/or building owner undertakes, at our request, to verify and/or locate the installation, incl. cable runs, in the floor, ceiling or walls.
12. We disclaim any liability for damage arising from unknown subsoil.
13. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Kriessern (Canton of St. Gallen), Switzerland.
14. This contract shall be governed exclusively by Swiss law to the exclusion of the conflict of laws and the Vienna Convention on Contracts for the International Sale of Goods (CISG).

Kriessern, 13.12.2022