

General Terms and Conditions (GTC)

Holzbau Otschweiz GmbH · Version 2026-08-13-r2

These terms govern contracts for work concluded by Holzbau Otschweiz GmbH for timber construction, roofing, terraces, carports, façades, railings, installation and repair work, including work on existing buildings.

1. Scope

These GTC apply if they were made available to the client before conclusion of the contract and incorporated into the quotation, order confirmation or agreement. Individually agreed terms take precedence. Mandatory law remains reserved.

2. Contract conclusion and order of precedence

Where the quotation is issued as a complete document with a document ID and order page, the contract is formed by returning the unchanged, signed order page; an e-mail alone is insufficient. Handwritten additions or deletions constitute a counter-offer and become binding only upon separate confirmation by HBOS. In the event of contradictions, the following order applies: project-specific agreement on the order page, quotation with notes, specifications and drawings, these GTC, expressly agreed standards and non-mandatory statutory law.

3. Contracts for work and planning services

Execution work constitutes a contract for work under Art. 363 et seq. CO. Independent planning, consulting, permit support or specialist coordination is owed only under an express planning mandate and is governed by Art. 394 et seq. CO. SIA 118:2013 together with SIA 118-C1:2026 applies only if expressly identified by edition in the individual contract.

4. Basis of quotation and scope

The stated services, quantities, materials, drawings, assumptions and the condition visible and accessible during inspection are decisive. Only expressly listed services are included. Permits, structural engineering, scaffolding, lifting equipment, disposal and work by other trades are owed only if identified.

5. Fixed price, estimate and time-and-material work

A fixed price applies to the precisely described scope; Art. 373(2) CO remains reserved. An estimate is invoiced according to the necessary work and expenditure; HBOS will notify the client without delay of any foreseeable disproportionate overrun. Time-and-material work is invoiced at agreed rates, recorded time and documented material and third-party costs.

6. Advance, progress and final payments

Any advance payment is set for the specific project according to material, third-party cost and execution exposure; no general percentage applies. Materials are ordered after receipt of the agreed advance. The advance is a prepayment, is credited in full in the final account and any surplus is refunded. Unless otherwise agreed, advance and progress invoices are payable within 10 days and final invoices within 20 days. Progress invoices are linked to verifiable performance or procurement.

7. Changes and additional work

Changes, additional requests and additional work found necessary during execution will, where possible, be confirmed in text form with their price and schedule effects before execution. Oral instructions are documented afterwards. Urgent safety or loss-prevention measures may be carried out to the necessary extent and will be reported without delay.

8. Existing components and concealed damage

HBOS handles existing structures with due care. Pre-existing defects, age-related weaknesses and damage not visible without opening are not part of the new work. If rot, moisture, an unsuitable substrate, utilities or other risks become apparent, HBOS will notify the client without delay in accordance with Art. 365 CO and suspend the affected part unless securing measures are required.

9. Materials and natural characteristics of wood

HBOS owes the agreed material quality. Natural variations in colour and grain, as well as material-typical knots, fine cracks, swelling, shrinkage or greying, are not defects provided suitability, function and the agreed condition are maintained. Samples and expressly warranted properties take precedence.

10. Dates, weather and external impediments

A date is binding as a fixed deadline only if identified as such. Unsuitable weather, lack of safe access, delayed decisions or preparatory work, official measures and supply disruption not attributable to HBOS extend the period reasonably insofar as they actually impede the work. HBOS will report material effects.

11. Client cooperation

The client provides agreed access, work areas, approvals, documents, utility information and client-side services in good time and discloses known hazards and prior damage. Delay and additional expenditure caused by missing cooperation are taken into account in schedule and price after prior notice.

12. Third-party contractors and later interventions

HBOS coordinates only interfaces expressly assumed. The client must notify HBOS in advance of changes, dismantling or repairs to HBOS work by the client or third parties. HBOS is not liable for defects or damage caused by third-party design, execution or later intervention unless HBOS itself breached a duty.

13. Occupational safety and site conditions

HBOS observes statutory safety duties for its own work and employees. HBOS may suspend work at visibly unsafe workplaces until the condition is remedied. Agreed shared scaffolding, access and protective measures must be available in time; statutory responsibilities of the parties are not transferred.

14. Acceptance and inspection

HBOS notifies completion; on request, the parties conduct a joint acceptance recorded in minutes. The client inspects the work after delivery as soon as reasonably possible in the ordinary course of business. Partial acceptance applies only if agreed or recorded.

15. Notice of defects and rectification

Defects must be reported to HBOS in a traceable manner. For immovable works and legally equivalent services, the notice period is 60 days from delivery for apparent defects and 60 days from discovery for initially concealed defects; shorter periods do not apply. HBOS must be given an opportunity to inspect and rectify in accordance with the law, except where urgent loss prevention is required.

16. Warranty for defects

HBOS is responsible for its own defective performance under Art. 367 et seq. CO. The right to free rectification of a construction defect is not restricted or excluded in advance. Claims for defects in immovable works become time-barred under the mandatory statutory rules, generally five years after acceptance; mandatory periods are not shortened.

17. Liability

HBOS is liable under the law for its own breaches of contract. No liability arises insofar as damage demonstrably results from a pre-existing structural defect, concealed damage that could not be identified, an instruction given despite warning, third-party intervention, an agreed natural material characteristic or an event not attributable to HBOS. Intent, gross negligence, personal injury and mandatory law remain unrestricted.

18. Default and termination

Once payment default has occurred, the statutory default interest of 5 per cent applies. HBOS may suspend affected services after granting a reasonable grace period. A client's termination before completion of work is governed by Art. 377 CO; independent mandates may be terminated under Art. 404 CO.

19. Law, jurisdiction, language and version

Swiss law applies. For contracts with businesses, the registered office of HBOS is the place of jurisdiction to the extent permitted; mandatory places of jurisdiction, particularly for consumers, remain reserved. The German version is controlling. Version HBOS-AGB-2026-08-13-r2, effective from 13 August 2026.