HOLZBAU OSTSCHWEIZ GMBH
ZIMMEREI UND TROCKENBAU

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General Terms and Conditions (GTC)

Holzbau Ostschweiz GmbH · Version 2026-10-27-r8

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

1. Scope
These GTC apply when made accessible before conclusion of the contract and incorporated by agreement. The contracting party is Holzbau Ostschweiz GmbH (HBOS); its representative gives no personal guarantee merely by signing. Individually agreed terms and mandatory law take precedence. The client's GTC apply only with HBOS's express consent.

2. Contract conclusion and order of precedence
Where a complete document with a document ID is issued, the contract is formed by the unchanged, signed order page; an e-mail alone is insufficient. Changes by the client constitute a counter-offer and require separate confirmation by HBOS. In the event of contradictions, precedence is: individual agreement on the order page, quotation with notes, specifications and drawings, these GTC, expressly agreed standards, non-mandatory statutory law. Mandatory law and other individually agreed terms take precedence.

3. Contracts for work and planning services
Construction, planning, technical documents, permit procedures and coordination are owed only to the extent quoted. The rules on work contracts or mandates apply according to the actual nature of the services. Neither permission nor a particular authority decision is guaranteed. Additional requirements outside the agreed scope are changes under section 7. SIA 118 applies only if expressly agreed with its version.

4. Basis of quotation and scope
The described services and their stated basis are controlling. Surveys of existing structures, opening of components and specialist reports not agreed are excluded. Supplied information is checked for apparent inconsistencies within HBOS's own scope. Client decisions and drawing approvals must be provided in time; approval does not replace professional structural design. Changes after approval follow section 7. Defective performance by HBOS is not charged as additional work. Free quotation sketches do not constitute approval for construction; paid planning documents may be used as contractually intended for the relevant project, including authority and specialist review.

5. Fixed price, estimate and time-and-material work
The quotation determines the price type and settlement basis. A lump sum applies to the agreed scope; lower expenditure alone does not reduce it. An estimate follows the stated settlement basis; its accuracy range is not a surcharge. Material overruns are reported with their cause and cost effects. A material-price change is passed on only if the quotation expressly identifies the affected material component, base price and adjustment date. The documented change in that procurement price is then settled in either direction, without additionally increasing other positions; HBOS informs the client before ordering. Otherwise Arts. 373–375 CO apply. Time-and-material work is documented with time, materials and third-party services at agreed rates.

6. Advance, progress and final payments
The project-specific payment schedule applies. Agreed procurement and stage advances must be received before ordering or starting work. Work scheduling requires receipt and the prerequisites under section 10; an advance payment does not guarantee a particular start date. Unless otherwise agreed, advance and interim invoices are payable within 10 days and final invoices within 20 days. Advances are credited; any surplus is refunded after settlement of legitimate claims. Interim invoices concern documented services or procurement. Statutory rights to withhold performance remain preserved; payment default follows section 18.

7. Changes and additional work
Changes, additional authority requirements and work outside the agreed scope are agreed before execution in text form, for example by e-mail, stating content, pricing basis and schedule effects. This includes renewed planning, procurement, fabrication or site setup resulting from changed client decisions. Pending agreement, HBOS may defer the additional service and work technically dependent on it; other performance remains owed. Urgent safety and loss-prevention measures are permitted to the extent necessary and are promptly reported with their costs.

8. Existing components and concealed damage
Existing defects, age-related weaknesses and concealed damage are remedied only to the extent quoted. Discovered risks and necessary additional measures are reported and addressed under section 7. Separate specialist investigations and remediation are included in the price only if expressly identified. Legally required hazard assessments remain a prerequisite for the affected work; suspected hazards suspend that work until clarified, apart from necessary protective measures. HBOS's own statutory safety and warning duties remain unaffected.

9. Materials and natural characteristics of wood
The agreed material quality is owed, without an additional guarantee of condition or durability. Material-typical differences in colour and grain, knots, fine cracks, swelling, shrinkage and greying are not defects provided suitability, function and the agreed condition are maintained. Samples and expressly warranted properties take precedence. Normal wear and later maintenance are not owed as defect rectification. Failure to maintain affects claims only for defects or loss caused by that failure.

10. Work scheduling and execution
Indications of the start and duration of work are provisional planning information, not guaranteed start or completion dates. Starting work requires the due advances, necessary approvals and permits, and agreed client-side preparatory work. Work scheduling takes account of the construction sequence, available capacity and suitable weather. If plans change, for example because of weather, illness, supply disruptions or delays in ongoing work, HBOS reports material effects and coordinates the subsequent work sequence. This creates neither an unlimited right to defer performance nor a general exclusion of liability; the statutory rules apply to default in performance.

11. Client cooperation
The client provides agreed access, work and storage areas, approvals, documents, utility information and client-side work in time, and discloses known hazards and prior damage. HBOS reports missing prerequisites. Resulting documented additional services, such as downtime, extra journeys, storage and renewed site setup, are payable at agreed rates or otherwise on the applicable statutory basis. Continuation is rescheduled with regard to necessary restart time. If the client insists on an instruction despite an express warning, Art. 369 CO governs defects caused by that instruction.

12. Third-party contractors and later interventions
For contractors separately engaged by the client, HBOS assumes no construction management beyond the expressly agreed interface coordination. Section 17 governs HBOS's own assisting persons to the extent legally permitted. Later interventions by the client or third parties exclude claims insofar as they caused the relevant defect or loss; a contributing breach by HBOS is taken into account under the applicable rules.

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.

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14. Acceptance and inspection
HBOS notifies completion and offers a joint acceptance recorded in minutes. The client inspects the work after delivery as soon as reasonably possible in the ordinary course of business. If the client is absent without excuse, HBOS may document the condition and invite the client again; absence alone does not constitute approval or shorten the defect-notice period. Partial acceptance requires agreement or a record. Statutory effects of delivery and acceptance remain reserved.

15. Notice of defects and rectification
Defects must be reported to HBOS in a traceable manner. For immovable works and legally equivalent services, apparent defects must be notified within 60 days of delivery, and initially concealed defects within 60 days of discovery; shorter periods do not apply. HBOS must be given an opportunity to inspect and rectify in accordance with the law. Rectification by third parties at HBOS's expense requires the statutory conditions to be met; urgent loss prevention remains possible. Further avoidable loss must be limited.

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 statutory law subject to the following limitation: for slight negligence, compensation for lost profit and consequential financial loss from loss of use or business interruption is excluded. This also applies to assisting persons. The limitation does not apply to intent, gross negligence, personal injury, breach of essential contractual duties or mandatory liability; statutory defect rights and free rectification remain unaffected. Additional guarantees or an assumption of personal liability by HBOS's representative require a separate express agreement; statutory personal liability remains reserved.

18. Default and termination
On payment default under Art. 102 CO, default interest is 5 per cent annually. After an unsuccessful reasonable grace period, HBOS may suspend the affected services; restart is rescheduled after payment, allowing for required restart time. Legitimate documented additional costs are charged separately. If the client withdraws from a work contract, Art. 377 CO applies: work performed and full indemnification, with credit for saved expenditure and other earnings to be credited. Mandate services follow Art. 404 CO. Refused permission is settled under the applicable contract law, not automatically treated as withdrawal from the entire work. Advances and usable materials are accounted for without double recovery.

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 remain reserved. The German version controls. The version incorporated at conclusion of the contract applies; later website changes do not amend existing contracts. Version HBOS-AGB-2026-10-27-r8, applicable when agreed and incorporated from 27 October 2026.

Project-specific additional terms
The client provides the specified materials in time, complete and fit for use. HBOS handles them carefully and reports apparent defects or suitability risks. Additional work, downtime or replacement caused by unsuitable, incomplete or late provision is additionally chargeable after prior notice.

Time-and-material work comprises actual working time, agreed travel and machine time, and documented materials and third-party services at the quotation rates. Reports are submitted promptly. A signature confirms recorded services and time but does not automatically exclude further substantiated objections.

The quotation identifies agreed interfaces with separately engaged contractors. Responsibility follows section 12; contractors engaged by HBOS are not treated as client-provided services.

Properly performed planning and submission services are payable even if the authority refuses permission. Rights arising from defective performance remain preserved. Authority fees are settled against receipts without a markup; unused advances are refunded.