

Terms and Conditions of Quotation / Order
Luckei GmbH Concrete Milling Technology Status 01.10.2021

1.

The contractual relationship shall be based on the offer with offer and order conditions of Luckei GmbH Betonfrästechnik to the client hereinafter referred to as the "Client". Agreements from contractual relationships between the Client and other parties are not part of this contract. Unresolved supplementary services of the OP towards his client do not entitle to full or partial deductions. No verbal subsidiary agreements have taken place.

2.

Luckei GmbH Betonfrästechnik shall not be liable for damages to the surfaces to be processed (ceiling, floor, etc.). When working on the concrete surfaces, we assume a prescribed 4 cm concrete cover of the iron reinforcement. If iron reinforcement is exposed due to insufficient covering, any damage will be borne by the client. This also applies to damage to seals, sealing profiles, supply lines and other unidentifiable components. The working areas and depth removal shall be determined by the OP. Luckei GmbH Betonfrästechnik does not assume any liability for wrongly marked areas or a too deep depth removal on the surfaces. The respective processing methods are to be taken from the offer and the order confirmation. Luckei GmbH Betonfrästechnik shall not be liable for defects of services performed which are due to changes of the working procedures or deletion of working steps by the OP.

3.

The surfaces to be worked on must be cleared and completely accessible at the start of work. In the case of shot peening work, the surface must be dry and clean. Waiting times and costs for additional cleaning and clearing shall be borne by the OP.

4.

Unless otherwise agreed, facades, windows, doors or similar sensitive objects must be protected against damage and dirt on site. Expansion joint profiles, gratings or other installation parts shall be protected by the Principal before the start of the work. Damage caused by driving over these objects shall be borne by the Client. The proper cordoning off of the construction site in accordance with the Stvzo (Road Traffic Licensing Regulations) , in particular the protection of persons, vehicles and other items, shall in principle be the responsibility of the OP. This shall also apply to final cleaning and fine cleaning, as this is construction work and soiling is therefore unavoidable.

5.

The Principal shall provide electricity for the construction site (2x 32 Amp.), water (min. ¾ inch) as well as the necessary equipment and facilities site such as cranes, loading ramps, conveyor belts, lifts etc. free of charge. Costs for waiting times directly attributable to this shall be charged to the Principal.

6.

Material residues of up to 15 cm may occur in the edge zones: The removal of these areas shall be shown separately in the offer.

7.

Costs for site installation, material collection and disposal shall be shown separately in the offer and shall not be included in the unit prices without a separate written agreement.

8.

Binding completion dates require a separate agreement. We do not assume any guarantee for deadline work without a separate agreement, as down times due to possible repairs are possible at any time due to the high wear and tear on the machines. The same applies in the event of force majeure due to the absence of employees due to illness, the pandemic as well as delays due to traffic congestion and customs controls. In the case of particularly hard or wear-intensive surface coverings, the agreed execution time may be delayed. We do not accept any liability for production stoppages, except in the case of willful conduct.

9.

The acceptance of the construction site must take place on the day of completion by the client. Costs for renewed construction site installations resulting from untimely acceptance will be charged to the client.

10.

The Principal shall be notified verbally or in writing of the completion of the services performed. The proper acceptance of the services shall be deemed to be agreed if the Principal does not object to the acceptance immediately. The basis for invoicing shall be the areas and milling depths offered. The price calculation is based on the area size specified in the order. If the areas are smaller than agreed, additional costs will be due in accordance with VOB (German Construction Contract Procedures). If additional work steps are required due to additional depths, the services will be invoiced on the basis of the additional depths offered. The Client is free to prepare a leveling at the beginning of the work or to provide a drawing and hand it over to the Contractor. If neither of the two options is available, the Contractor shall prepare a verifiable measurement on the basis of his documents and information. In this case, deductions with reference to non-verifiable documents cannot be accepted.

11.

Exceptional permits for night work, work on Sundays and public holidays must be applied for by the Client with the respective authorities. Costs incurred as a result of down times and notification procedures shall be charged to the Client.

12.

Unless otherwise agreed, invoices are due for payment 18 days after receipt in accordance with VOB (German Construction Contract Procedures). Discounts shall only be granted after separate written agreement. The due date shall be the date of receipt of payment on accounts of Luckei GmbH Betonfrästechnik. In case of delayed receipt of payment outside the agreed payment periods, a debit interest of a current 8.75 % shall be due. Unjustified cash discounts shall be claimed subsequently.

13.

Luckei GmbH Betonfrästechnik shall secure its claim for the agreed order amount with a German credit insurance company. If such security is not possible for reasons of creditworthiness, we shall be entitled to demand advance payment or a guarantee. In case of insufficient security of the claim, we reserve the right to withdraw from the order. In this particular case, the deadlines of the VOB (German Construction Contract Procedures) Part B / C do not apply. In the event that Luckei GmbH acts as a subcontractor, the client shall assign his claim for remuneration against the main client for the services rendered by Luckei GmbH as security.

The place of jurisdiction for disputes arising from this contractual relationship shall be 56170 Koblenz.

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