

General Terms and Conditions (GTC) - CHARLY KRAU wood & more · Joinery · Luxembourg

1. Scope and Conclusion of Contract

1.1 These General Terms and Conditions apply to all offers, order confirmations, deliveries, and services of CHARLY KRAU wood & more (hereinafter referred to as the "Contractor"). The term "Client" refers to the person or entity ordering our services. In the following provisions, the terms "we," "us," or "our" refer to the Contractor.

1.2 By placing an order or accepting our services, the Client agrees to these Terms and Conditions without reservation.

1.3 Deviating conditions of the Client are only valid if expressly confirmed by us in writing.

1.4 Our offers are non-binding and valid for 7 days from the date of the offer, unless otherwise agreed.

1.5 A contract is concluded only upon our written confirmation or the start of work.

1.6 All our products are custom-made. Cancellation after plan approval is excluded. Any deposit already paid will not be refunded in the event of withdrawal.

2. Offers, Prices, and Payment Terms

2.1 All prices are quoted net, excluding applicable VAT.

2.3 The quoted price applies only to the complete scope listed in the offer. Partial or individual orders may result in price adjustments.

2.4 Modifications or additions during production or installation will lead to extended delivery times and will be invoiced separately.

2.5 Unless otherwise agreed, a down payment of at least 50% of the total amount is due upon acceptance of the order. Remaining payments are due in accordance with the progress of production. All invoices are payable immediately and without deductions unless explicitly stated otherwise.

2.6 Payment delays entitle us to suspend work and to charge statutory default interest. Reminder fees will be charged at a flat rate of €40.

3. Retention of Title

3.1 Delivered goods remain our property until full payment has been received.

3.2 The Client may not resell, pledge, or assign the goods as security until full payment has been made.

3.3 In the event of resale or incorporation into a building, the Client assigns to us any claims against third parties equal to the outstanding amount owed to us as security.

4. Delivery and Installation

4.1 Delivery dates are non-binding unless explicitly agreed as fixed deadlines.

4.2 The average delivery time is 4 months after plan approval. It may be shortened or extended depending on complexity, workload, or material availability.

4.3 We are not liable for delays caused by unfulfilled preliminary work or site conditions (e.g., lack of access, electricity, or storage space).

4.4 Additional costs (storage, second delivery, etc.) will be invoiced separately.

4.5 The Client must ensure that the installation area is accessible, clean, and safe.

4.6 Transport, delivery, and installation are carried out to the best of our knowledge. The coordination of other trades is the responsibility of the Client.

5. Acceptance and Transfer of Risk

5.1 Acceptance occurs immediately after completion of the service.

5.2 Partial services are deemed accepted upon provisional handover. Final acceptance takes place after resolution of any noted defects.

5.3 If no response is received within 8 working days after completion, the service is considered accepted.

5.4 Risk passes to the Client upon acceptance. For self-collection, risk passes upon provision of the goods.

6. Warranty and Complaints

6.1 The statutory warranty period is 2 years for contracts with consumers (B2C) and 1 year for contracts with businesses (B2B), unless otherwise agreed.

6.2 Obvious defects must be reported in writing within 8 days of completion, hidden defects within 8 days of discovery.

6.3 Complaints must be submitted by registered letter with a detailed description.

6.4 Warranty claims are excluded in cases of improper use, alterations by third parties, or disregard of our care instructions.

6.5 In case of justified complaints, we may choose to rectify the issue, provide a replacement, or issue a credit note.

6.7 Wood is a natural product. Variations in color, grain, tension, or cracks do not constitute defects. Surface treatments (e.g., with stain or varnish) may accentuate such variations. The Client is responsible for maintaining a stable indoor climate after installation.

7. Liability

7.1 Our liability is limited to intent and gross negligence. In cases of slight negligence, we are only liable for breaches of essential contractual obligations and only for foreseeable, typical damages.

7.2 We are not liable for indirect damages or losses due to site-related delays.

7.3 The Client is liable for any damage caused by unauthorized use of our materials and for site safety.

7.4 Force majeure (e.g., natural disasters, strikes, pandemics, material shortages, long-term illness) releases us from our delivery obligations. Deadlines may be extended accordingly.

7.5 If certain matters are not regulated in these Terms and Conditions, Luxembourg law and the technical recommendations of CRTIB (Centre de Ressources des Technologies et de l'Innovation pour le Bâtiment) shall apply.

8. Data Protection

8.1 The collection, storage, and processing of personal data is carried out in accordance with the Luxembourg GDPR.

8.2 Client data is used solely for contract fulfillment and only shared with third parties when necessary (e.g., transport, accounting).

9. Place of Performance, Jurisdiction, and Applicable Law

9.1 Place of performance is Luxembourg.

9.2 Jurisdiction for all disputes lies with the courts of Luxembourg.

9.3 Luxembourg law applies, excluding international sales law.

10. Severability Clause

Should any provision of these Terms and Conditions be or become invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid one that best approximates the intended economic purpose.