

General Terms and Conditions (GTC) of WOODBEES S.R.L. (2025)

Note:

These General Terms and Conditions (GTC) serve to standardize the contractual framework for all clients of WOODBEES S.R.L.

They apply to all deliveries, services, offers, and installations in Romania, Germany, and other EU member states.

In case of discrepancies, the **Romanian version shall prevail.**

The place of jurisdiction is **Cluj-Napoca, Romania.**

1. Scope of Application

1.1. These General Terms and Conditions (GTC) apply to all contracts, offers, and deliveries by WOODBEES S.R.L. to its customers – both business clients (B2B) and private consumers (B2C).

1.2. Any deviating terms and conditions of the customer shall only be binding if WOODBEES has expressly confirmed them in writing.

1.3. By placing an order, accepting an offer, or signing a contract, the customer acknowledges these GTC as binding.

2. Subject of the Contract

2.1. WOODBEES undertakes to manufacture, deliver, and – if agreed – install wooden windows, doors, furniture, or other custom-made wood elements in accordance with the agreed specifications, drawings, and dimensions.

2.2. Production is based on the technical documents approved by the customer. Any subsequent changes must be agreed upon in writing and may lead to additional costs or extended delivery times.

2.3. All materials used comply with applicable European quality standards. Deviations are permitted only if they are technically equivalent and do not impair quality or functionality.

3. Prices and Terms of Payment

3.1. All prices are quoted in euros, exclusive of VAT, unless otherwise agreed or the reverse charge mechanism applies.

3.2. Unless otherwise specified, the following payment terms apply:

- 50% deposit upon signing the contract or order confirmation,
- 50% balance upon delivery or acceptance of the goods.

3.3. Payments are considered made only when the corresponding amount has been credited to the WOODBEES bank account.

All bank fees and transfer charges are borne by the customer.

3.4. In the event of late payment, WOODBEES is entitled to charge statutory default interest and to suspend ongoing work until payment is received.

3.5. The delivered goods remain the property of WOODBEES until full payment has been made (retention of title).

4. Delivery, Transport and Installation

4.1. Delivery dates are agreed individually.

A delivery is deemed fulfilled when the goods leave the WOODBEES premises or when notification of readiness for shipment has been given.

4.2. The customer must ensure that the delivery or installation site is accessible and that all necessary site conditions are provided (load-bearing surfaces, power supply, dry environment, etc.).

4.3. Transport, unloading, and installation are carried out at the customer's risk unless expressly agreed otherwise.

4.4. WOODBEES is entitled to make partial deliveries, provided they are reasonable for the customer.

4.5. If installation is delayed due to circumstances attributable to the customer, any additional costs (e.g., re-travel, waiting time) shall be borne by the customer.

5. Acceptance and Warranty

5.1. The customer must inspect the delivered goods immediately upon receipt.

Any visible defects must be reported in writing within 7 days.

Later complaints about such defects will not be accepted.

5.2. Hidden defects must be reported promptly upon discovery.

5.3. WOODBEES provides a warranty for a period of 24 months from delivery or acceptance.

The warranty covers repair or replacement of defective items.

5.4. The warranty does not apply to defects resulting from improper storage, transport, installation, or use by the customer or third parties.

Natural variations in color, grain, or texture of wood do not constitute defects.

5.5. In the case of a justified complaint, WOODBEES shall remedy the defect within a reasonable period.

Contract cancellation is only permitted in the event of material defects.

6. Liability

6.1. WOODBEES shall be liable only for damages caused by intent or gross negligence. In the case of minor negligence, liability arises only if an essential contractual obligation has been breached.

6.2. Liability for consequential damages, loss of profit, or other indirect losses is excluded.

6.3. The total liability of WOODBEES shall not exceed the total contract value. Mandatory legal liability (e.g., personal injury) remains unaffected.

6.4. The customer shall indemnify WOODBEES against any third-party claims resulting from use or modification of the products beyond the agreed specifications.

7. Intellectual Property

7.1. All technical drawings, designs, models, photographs, and other documents remain the exclusive property of WOODBEES and may not be copied, distributed, or used without prior written consent.

7.2. WOODBEES may use photos or depictions of the manufactured products for reference or marketing purposes unless the customer expressly objects.

7.3. Any infringement of these rights entitles WOODBEES to claim damages.

8. Data Protection

8.1. WOODBEES processes personal data solely for the purpose of fulfilling contracts, invoicing, and communication, in accordance with the General Data Protection Regulation (GDPR).

8.2. The customer has the right to access, correct, or delete stored personal data, provided no legal retention obligations apply.

8.3. WOODBEES implements appropriate technical and organizational measures to ensure data security and to prevent unauthorized access or misuse.

9. Force Majeure

9.1. Force majeure includes all unforeseeable events that prevent performance of the contract, such as natural disasters, war, strikes, government actions, or extreme weather conditions.

9.2. In such cases, deadlines shall be extended for the duration of the event. If the disruption lasts longer than 60 days, both parties are entitled to terminate the contract without compensation.

10. Applicable Law and Jurisdiction

10.1. This contract is governed exclusively by Romanian law.

10.2. The place of jurisdiction for all disputes is Cluj-Napoca, Romania.

10.3. In case of translation discrepancies, the Romanian version shall prevail.

11. Final Provisions

11.1. Any amendments or additions to these GTC must be made in writing.

11.2. Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall not be affected.

11.3. By placing an order, the customer confirms that they have read and understood these General Terms and Conditions.

Cluj-Napoca, 1.1.2025