

GENERAL TERMS AND CONDITIONS OF SALE AND WORKS

ABC Projet Lux S.à r.l.

5, Op der Haart

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Grand Duchy of Luxembourg

Luxembourg Trade and Companies Register (RCS): B264836

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1. GENERAL PROVISIONS - SCOPE

These General Terms and Conditions apply to all sales, supplies and works carried out by ABC Projet Lux, in particular in the following fields:

- supply and installation of windows, window frames, doors, garage doors, roller shutters, screens, solar-shading systems and accessories;
- carpentry and timber-frame works;
- roofing and roof works;
- internal or external insulation works;
- façade and rendering works;
- related works expressly included in the quotation.

Any order entails acceptance of these General Terms and Conditions, which form an integral part of the contract entered into between ABC Projet Lux and the customer.

Any amendment to the contract, quotation, plans, materials, dimensions or scheduled works must be accepted in writing by the parties.

These General Terms and Conditions shall prevail over any general terms or purchasing conditions of the customer, subject to any mandatory provisions applicable to consumers.

2. FORMATION OF THE CONTRACT

The contract is formed upon the customer's acceptance or signature of the quotation or order form.

Unless otherwise stated in the quotation, commencement of performance of the order is in particular subject to:

- payment of the required deposit;
- completion of the final site measurement where necessary;
- receipt of the necessary information, documents, selections and authorisations;
- where applicable, expiry of the statutory withdrawal period where such a right exists.

ABC Projet Lux may refuse or cancel an order where, following a technical review or final site measurement, performance proves impossible or disproportionate for technical reasons that could not reasonably have been known when the quotation was prepared.

In such a case, any sums received in respect of services or supplies not performed or delivered shall be refunded to the customer.

3. QUOTATION - SITE MEASUREMENT - AMENDMENTS

Dimensions stated in a quotation prepared before final measurement are indicative only.

For joinery items, the dimensions, configurations, opening directions, shapes, colours, glazing, accessories and options approved at the final site measurement and/or in the technical order document shall prevail over approximate information stated in the initial quotation.

If the final site measurement reveals a material difference from the dimensions or conditions contemplated in the quotation, ABC Projet Lux may adjust the price accordingly, upwards or downwards.

Additional works made necessary by the actual condition of the building, defects or characteristics of the substrate that were not visible when the quotation was prepared, incorrect plans or information, a change requested by the customer, preparatory works not carried out or inadequately carried out by a third party, matters discovered after removal, or unforeseeable technical constraints shall be charged additionally.

Where possible, ABC Projet Lux shall inform the customer in advance. However, urgent additional works necessary for the safety of the building, to keep it watertight or to prevent damage may be carried out without awaiting the customer's prior consent where delaying such works could aggravate the situation.

4. SITE MEASUREMENTS

Where final measurements are taken by ABC Projet Lux or under its responsibility, those measurements shall constitute the basis for manufacture.

Where the customer expressly requests manufacture on the basis of measurements supplied by the customer, architects' drawings, contractors' drawings, or openings that have not yet been formed at the time of ordering, responsibility for the accuracy of that information rests with the customer or the author of the relevant documents.

ABC Projet Lux shall not be liable for consequences resulting from incorrect information, dimensions or levels provided by the customer or by a third party.

5. DELIVERY AND PERFORMANCE TIMES

The timescales stated in the quotation are given in good faith on the basis of the information available at the time of the order.

They begin to run once all conditions necessary for performance of the order have been met, including payment of the deposit, final site measurement, approval of technical and aesthetic choices, receipt of any required authorisations and normal availability of the worksite.

Timescales may in particular be extended in the event of adverse weather, frost, heavy rain, wind or heat making certain works technically impossible, manufacturing or delivery delays by a supplier, shortages of materials, strikes, breakdowns, illness or accident, measures imposed by authorities, changes requested by the customer, delays by another trade, inability to access the worksite or any other event outside the reasonable control of ABC Projet Lux.

Any amendment to the order may result in an extension of time. A reasonably justified delay does not automatically entitle the customer to compensation or cancellation of the contract.

6. PAYMENT TERMS - WINDOWS AND EXTERNAL JOINERY

Unless otherwise specifically stated in the quotation, orders relating in particular to windows, doors, garage doors, roller shutters, screens and other external joinery are payable as follows:

40% upon order;

50% no later than ten days before delivery or commencement of installation;

10% upon completion of the works.

Manufacture and/or the order placed with the manufacturer may be suspended until the first deposit has been received. ABC Projet Lux may suspend

7. PAYMENT TERMS - ROOFING, CARPENTRY, INSULATION AND RENDERING

For roofing, roof-covering, carpentry, insulation, façade and rendering works, payment shall be made, unless otherwise stated in the quotation, as follows:

30% upon order;

30% upon actual commencement of the works or upon delivery or availability of the main materials intended for the worksite;

30% during performance, when the main works are substantially advanced;

10% upon completion of the works.

Additional works, amendments or supplies not included in the initial quotation may be invoiced separately.

Where performance of the works is delayed at the customer's request or due to circumstances attributable to the customer after materials have been ordered, delivered or made available, ABC Projet Lux may invoice the services already performed and the materials specifically ordered for the worksite.

8. LATE OR NON-PAYMENT

Invoices are payable on the due date stated on the invoice.

Where the customer is a consumer, late payment may result in the application of the statutory interest rate applicable to transactions between businesses and consumers, subject to the conditions and time limits laid down by Luxembourg law.

Where required by law, ABC Projet Lux shall state on its invoices that it intends to claim statutory late-payment interest in the event of non-payment.

Failure to pay an amount when due entitles ABC Projet Lux, after notice to the customer where such notice is required, to suspend works, orders, deliveries or interventions until the overdue sums have been paid. Any such suspension shall automatically result in a corresponding extension of the performance period.

9. CANCELLATION BY THE CUSTOMER

Subject to any statutory right of withdrawal available to a consumer, every accepted order is binding.

If the customer unilaterally cancels after conclusion of the contract, ABC Projet Lux may claim payment for services already performed, the cost of studies, measurements and technical services carried out, the price of materials or goods already ordered that cannot be cancelled or reasonably reused, cancellation charges imposed by suppliers, and compensation corresponding to the loss actually suffered as a result of the cancellation. Where the circumstances justify it and subject to mandatory consumer-protection provisions, such compensation may be fixed on a lump-sum basis at 30% of the cancelled portion of the order, unless ABC Projet Lux proves that its actual loss is greater or the customer proves that the loss actually suffered is materially lower.

Custom-made products or products ordered specifically for the customer shall remain payable to the extent permitted by applicable law.

10. ACCESS TO AND PREPARATION OF THE WORKSITE

The customer must provide normal and safe access to the worksite.

In particular, the customer must clear working areas, move or protect furniture and fragile items, provide sufficient access to façades or openings, provide access to water and electricity unless otherwise agreed, identify pipes, cables, concealed installations or other equipment liable to be damaged, and obtain any necessary administrative authorisations where these are the customer's responsibility.

Costs arising from an unnecessary call-out, inability to work or abnormal waiting time attributable to the customer may be charged.

11. REMOVAL AND INSTALLATION OF WINDOWS AND JOINERY

When replacing old windows, doors or other joinery, ABC Projet Lux shall exercise the level of care reasonably expected during removal.

Removal of existing elements may nevertheless cause unavoidable damage to adjoining finishes or substrates, including plaster, render, masonry, wallpaper, paint, window sills, natural stone, tiles, thresholds or cladding.

ABC Projet Lux shall not be liable for damage that necessarily results from removing an old element that is heavily fixed, sealed in place or integrated into the building.

Unless otherwise stated in the quotation, repairs to plaster, wallpaper, paint, tiling, decorative masonry and other internal finishes are not included.

Unless otherwise stated in the quotation, flexible external joints are carried out within the normal technical limits compatible with this type of finish. Where the condition or width of the substrate prevents a proper joint from being achieved, masonry repairs or an alternative finish may be required and, if not included in the quotation, shall be charged additionally.

12. ROOFING AND CARPENTRY WORKS

The quotation is prepared on the basis of the elements visible and information available at the time of the site visit.

Once a roof has been opened or dismantled, previously hidden defects may become apparent, including rotten or damaged timber, inadequate structural members, moisture problems, pre-existing waterproofing defects, absent or insufficient ventilation, unstable substrates, deteriorated masonry, non-compliant structural elements, or elements or materials that could not be detected before dismantling.

Works required to remedy such situations that could not reasonably have been foreseen when the quotation was prepared shall constitute additional works.

ABC Projet Lux may temporarily suspend the works where an unforeseen situation could affect the stability, safety or watertightness of the building.

13. INSULATION AND RENDERING

External insulation and rendering works require the substrate to have sufficient stability and integrity.

ABC Projet Lux shall not be liable for defects or damage caused by a pre-existing defect in the building or substrate that could not reasonably have been detected before the start of the works, including rising damp, water ingress from another part of the building, structural cracking, movement of the building, inadequate waterproofing of the plinth or lower wall area, friable or unstable substrate, or defects in the roof, cornice or drainage system.

Minor variations in colour or texture between samples, colour charts and the finished product are possible and shall not constitute a defect where they remain within the normal tolerances of the manufacturer and the process used.

Weather conditions may require temporary suspension of façade, insulation and rendering works.

14. WORKS CARRIED OUT BY SUBCONTRACTORS

ABC Projet Lux may entrust all or part of the physical execution of the works to qualified subcontractors.

ABC Projet Lux remains the customer's contractual counterparty for the services ordered from it. The use of a subcontractor does not alter the customer's contractual obligations towards ABC Projet Lux.

15. ACCEPTANCE OF THE WORKS

Upon completion of the works, the customer is invited to inspect the services performed.

Any reservations concerning apparent defects must be notified as soon as reasonably possible and with sufficient detail to enable ABC Projet Lux to inspect them and, where appropriate, remedy them.

A minor reservation that does not prevent normal use of the works does not entitle the customer to withhold the entire outstanding balance.

Where a justified defect concerns only a limited part of the works, any amount withheld must remain proportionate to the extent of the works still to be completed or corrected.

16. STATUTORY WARRANTIES AND GUARANTEES

ABC Projet Lux complies with the statutory warranties and guarantees applicable in the Grand Duchy of Luxembourg.

For goods sold to consumers, the statutory guarantee of conformity applies under the conditions and for the periods provided for by the Luxembourg Consumer Code.

Any manufacturer's guarantee is additional to statutory rights and is subject to the manufacturer's specific terms and conditions.

For building, roofing, carpentry, façade and insulation works, and works incorporated into the building, the statutory liability and warranty regimes applicable to builders and contractors, including those relating to major structural works where their statutory conditions are met, remain fully applicable. Nothing in these General Terms and Conditions is intended to exclude or limit any warranty, guarantee or liability that ABC Projet Lux may not lawfully exclude or limit.

17. AFTER-SALES SERVICE

Any after-sales service request must identify the worksite and describe the issue encountered with sufficient precision.

Where a defect covered by a statutory or contractual warranty or guarantee is established, the intervention shall be carried out in accordance with the applicable provisions.

Where a requested intervention is not covered by a warranty or guarantee, in particular because it results from misuse, lack of maintenance, damage caused by the customer or a third party, adjustment made necessary by movement of the building, or intervention by another contractor, ABC Projet Lux may, after informing the customer, charge for travel, labour and the necessary materials.

18. FORCE MAJEURE AND CIRCUMSTANCES BEYOND CONTROL

ABC Projet Lux shall not be liable for delay or non-performance resulting from an event beyond its control that it could not reasonably have prevented or overcome.

Such circumstances may include in particular exceptional weather conditions, natural disasters, fire, strikes, significant shortages of raw materials, transport interruptions, administrative decisions or prohibitions, war, civil disturbances or similar events, and unforeseeable inability to obtain supplies. Performance of the contract shall be suspended for the duration of the impediment.

19. RETENTION OF TITLE

To the extent permitted by applicable law, goods remain the property of ABC Projet Lux until the price has been paid in full.

This provision does not affect mandatory rules concerning the incorporation of materials into a building or any rights enjoyed by consumers under applicable law.

20. RIGHT OF WITHDRAWAL

Where a contract is concluded with a consumer at a distance or off-premises and the provisions of the Luxembourg Consumer Code concerning the right of withdrawal apply, the consumer benefits from the statutory withdrawal period.

Where required by law, the consumer shall receive information concerning that right together with a withdrawal form.

The right of withdrawal may not apply in the cases expressly provided for by law, in particular for certain categories of construction contracts or works relating to immovable property and for certain goods made to the consumer's specifications or clearly personalised.

Where the consumer expressly requests that performance of a service or works begin during the withdrawal period, the consequences of that request shall be those provided for under Luxembourg law.

21. AUTHORISATIONS - PLANNING RULES - CO-OWNERSHIP

Unless otherwise stated in the quotation, it is the customer's responsibility to check in advance whether the proposed works require municipal approval, planning permission, the consent of a co-ownership association, the consent of an owner, the consent of an architect, or any other administrative or private authorisation.

ABC Projet Lux shall not be liable for refusal of an authorisation relating to the ordered works where it was not contractually responsible for obtaining that authorisation.

22. PLANS, SKETCHES AND VISUALS

Drawings, simulations, 3D views, photographs, brochures, samples and graphic representations are intended to help the customer visualise the project. They do not constitute a contractually exact reproduction of the final result, particularly as regards colour shades, visual proportions or material effects, unless expressly stated otherwise.

The technical characteristics stated in the quotation, order form and final site measurement shall prevail.

23. SEVERABILITY

The invalidity or unenforceability of any provision of these General Terms and Conditions shall not affect the validity of the remaining provisions.

To the extent possible, the provision concerned shall be replaced by a valid provision pursuing an economic and legal purpose as close as possible to that originally intended.

24. COMPLAINTS AND AMICABLE DISPUTE RESOLUTION

Any complaint must first be addressed to ABC Projet Lux to allow the parties to seek an amicable solution.

Where a dispute with a consumer cannot be resolved directly, the consumer may, subject to the conditions laid down by Luxembourg law, refer the matter to a competent alternative dispute resolution body, in particular the Médiateur de la consommation du Grand-Duché de Luxembourg.

Recourse to mediation does not deprive the consumer of the right to bring proceedings before the competent court.

25. GOVERNING LAW AND JURISDICTION

Contracts entered into by ABC Projet Lux are governed by Luxembourg law, subject to any mandatory protective provisions that may apply to the customer.

Any dispute shall be submitted to the courts having jurisdiction in accordance with the applicable statutory rules on jurisdiction.

Where a customer acts as a consumer, nothing in these General Terms and Conditions shall have the effect of depriving that customer of access to a court having jurisdiction or of any right granted by mandatory consumer-protection rules.

For contracts entered into between ABC Projet Lux and a business or professional customer, the courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction unless otherwise agreed in writing.

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