

General Terms and Conditions of MM Cleaning / Michael Mengin

General:

The contract is concluded when MM Cleaning / Michael Mengin is commissioned as the contractor and by the client.

The contract is created either by jointly drawing up a written order, or by the contractor submitting an offer and the client confirming the order in writing, or vice versa. Written offers from the contractor are only valid for 40 days, within which period the client must confirm the order in writing. These general terms and conditions, as well as the conditions, time limits, and descriptions stated in the contract or offer, are an integral part of the contract.

If the client objects to these General Terms and Conditions but allows the order to be executed, our General Terms and Conditions shall apply in any case. At the same time, any existing general terms and conditions of the client shall not be recognized and cannot form the basis of the contract.

Prices:

The prices quoted are net prices (excluding 20% sales tax) and are based on the labor and material costs at the time the offer is made. Our offers are subject to change and non-binding. We reserve the right to change prices.

Performance of services:

The cleaning and other services provided by MM Cleaning / Michael Mengin are performed using state-of-the-art technology.

Glass surfaces are cleaned using sufficient liquid to prevent scratches or damage. As existing damage to glass surfaces is often not visible before the order is placed and the property is inspected, and only becomes visible after cleaning under certain lighting conditions (fine scratch marks and matting), the burden of proof is reversed. The client must therefore prove that the damage to the glass surfaces was caused by the contractor. With regard to the contractor's fault, §1298 ABGB (burden of proof of the contractor) applies.

The contractor is generally free to carry out the order as they see fit and can therefore freely choose the number of staff, the type of cleaning, the type of cleaning equipment, and auxiliary equipment, unless a special execution has been agreed in the order or the client has issued special instructions.

The contractor, MM Cleaning / Michael Mengin, is also entitled to commission subcontractors in the event of staff shortages and to carry out the order under their supervision.

If an instruction or an express request for execution by the client contradicts the recognized rules of technology (state of the art), this shall be pointed out. If the client nevertheless wishes the work to be carried out in accordance with the instruction, the contractor shall be released from any liability.

When carrying out the work, only notified representatives of the client are authorized to issue instructions to the management staff of MM Cleaning / Michael Mengin. If these instructions lead to changes or extensions to the order, MM Cleaning / Michael Mengin is entitled to charge reasonable prices for this.

Liability:

MM Cleaning / Michael Mengin is liable for its services in accordance with the statutory provisions and coverage by the existing liability insurance.

The client is obliged to keep the areas to be cleaned clear and to secure or remove valuables themselves beforehand.

Warranty:

Upon completion of the work, the client is obliged to sign a written confirmation of the execution and completion of the work presented to them by the contractor; in case of refusal, the work shall be deemed to have been accepted as free of defects.

The client must note any visible defects in execution in this confirmation, otherwise any claim for such defects shall lapse.

Defects that only become apparent later must be reported by the client within 5 days. Defects that become apparent later than 5 days are excluded from any warranty or damage claims.

If the client fails to give timely notice of defects or preserve evidence, no further claims can be asserted (§ 377 (2) UGB applies mutatis mutandis).

Terms of payment:

Payment is due promptly upon receipt of the invoice without deduction. The due date is when the invoice is delivered to the client's address specified in the order, whereby delivery by email is sufficient. In the event of late payment, all reminder and collection fees will be charged.

If an outstanding invoice is not paid within 30 days, MM Cleaning / Michael Mengin is entitled to cease ongoing work with immediate effect.

Termination of contract:

Contracts may be terminated by either party at the end of each month with one month's notice/each season by registered letter. Notice of termination must be given in writing. Within the first month, the contract may be terminated by either party by written registered declaration with effect from the end of the day on which it is received by the other party.

Place of jurisdiction:

For all legal disputes arising from any contractual relationships between the contractor and the client, the district or regional court of the city of Linz (depending on the amount in dispute) shall have exclusive jurisdiction in accordance with § 104 JN.

Data protection:

The contractual partner agrees that personal data may be stored to the extent permitted by data protection law.