General Terms and Conditions (GTC)

of TME RUSTA Playland GmbH, Rochlitzer Straße 17, 09326 Geringswalde

For interior fit-outs, shop fitting, children's play areas, installation and trade services

Date: November 2026

§ 1 General Provisions and Scope

(1) These General Terms and Conditions (GTC) apply to all quotations, orders, contracts, deliveries and services provided by TME RUSTA Playland GmbH (hereinafter referred to as the 'Contractor').
(2) They apply in particular to services in the areas of planning and execution of interior fit-outs, shopfitting, children's play areas, installation work and associated craft services.
(3) These GTC apply to consumers and business customers within the meaning of § 13 and § 14 of the German Civil Code (BGB), respectively, unless individual provisions stipulate otherwise.
(4) Individual agreements, quotations, service specifications, order confirmations and expressly agreed addenda shall take precedence over these General Terms and Conditions.
(5) Any deviating or supplementary terms and conditions of the client (hereinafter 'Client') shall only form part of the contract if the Contractor has expressly agreed to their validity.

§ 2 Subject-matter of the Contract and Scope of Services

(1) The subject-matter of the contract is the services described in the relevant quotation, specification, order or any other individual agreement.
(2) The Contractor is obliged to provide only the services contractually agreed.
(3) Additional ancillary or planning services, structural analyses, official approvals, bespoke items, special protective measures and services provided by other trades shall only form part of the contract if they have been expressly agreed.
(4) Any changes to or extensions of the scope of services require a corresponding agreement or shall be governed by the applicable statutory provisions.

§ 3 Quotations, Conclusion of Contract and Documentation

(1) Our quotations are subject to change and non-binding. The prices quoted are valid for 30 days from the date of the quotation.
(2) A contract is concluded upon acceptance of the quotation, written or electronic confirmation of the order, or by the commencement of the performance of the services by mutual agreement. Statutory formal requirements remain unaffected.
(3) Drawings, designs, cost estimates, concepts, measurements, technical documents and other planning documents shall, insofar as legally permissible, remain the property or intellectual property of the Contractor or the respective rights holders.
(4) Reproduction, publication, disclosure or use of these documents for other projects is not permitted without the Contractor's authorisation or consent.

§ 4 Preparation of Tenders and Site Inspection Appointments

(1) Quotations shall generally be prepared on the basis of the information provided by the Client and any site visits carried out.
(2) Reasonable remuneration may be agreed for particularly extensive cost estimates, detailed planning, quantity surveys or repeated site visits. The Client shall be informed of this before the costs are incurred.
(3) If a bindingly agreed site visit cannot take place for reasons attributable to the Client, any expenses incurred as a result may be claimed in accordance with the statutory provisions.

§ 5 Client's Obligations to Cooperate

(1) The Client is obliged to ensure in good time that all conditions necessary for the proper and timely execution of the work are met.
(2) These include, in particular:
- Unobstructed, safe and timely access to the work areas
- Timely clearance and preparation of the assembly and work areas
- Provision of the necessary plans, information, permits and approvals
- Provision of suitable storage and storage areas, where agreed or required
- Coordination of other trades not commissioned by the Contractor
- Timely notification of any structural peculiarities, risks and restrictions

(3) Delays or additional costs resulting from a lack of or delayed cooperation on the part of the Client may lead to a corresponding adjustment of the completion deadlines and to claims for additional remuneration or compensation in accordance with the statutory provisions.

§ 6 Site facilities, water and electricity

(1) The Client shall provide the water and electricity connections required for the agreed works, including consumption, free of charge, unless otherwise agreed.
(2) Special site facilities, scaffolding, lifting platforms, additional safety measures or other technical aids shall only form part of the agreed scope of work if they have been expressly taken into account.
(3) Any additional services required which have not been agreed shall be agreed upon prior to their performance and remunerated in accordance with the contractual or statutory provisions.
(4) Statutory responsibilities for health and safety at work, site safety and traffic safety remain unaffected.

§ 7 Prices and Remuneration

(1) Remuneration shall be based on the relevant quotation, specifications, agreed amendments or other individual contractual agreements.
(2) Prices quoted to consumers shall include statutory value added tax, where applicable. Net prices plus statutory value added tax may be agreed with business customers.
(3) Changes to statutory VAT shall be taken into account in accordance with the applicable statutory provisions.
(4) Any adjustment to the agreed remuneration due to changes in material prices, supply bottlenecks, altered conditions of performance or additional requirements shall only be made on the basis of a corresponding agreement or a statutory claim.
(5) Work carried out in the evening, at night, at weekends or on public holidays shall only be performed if it has been agreed or is permitted by law in individual cases. Additional surcharges require a corresponding basis for remuneration.
(6) Where a reversal of the tax liability pursuant to Section 13b of the German Value Added Tax Act (UStG) is applicable, the necessary information and supporting documents must be provided in good time. The tax treatment shall be governed by the statutory provisions.

§ 8 Changes to Services and Addenda

(1) Amendments, extensions and additional services that go beyond the scope of services originally agreed shall, where possible, be documented in writing prior to their performance and agreed upon with regard to their impact on remuneration and completion deadlines.
(2) Remuneration for additional or amended services shall be determined in accordance with the agreements reached and the applicable statutory provisions.
(3) When determining supplementary remuneration, the necessary additional costs, including reasonable surcharges, as well as any expenses saved, shall be taken into account, insofar as this is in accordance with the relevant statutory or contractual basis for calculation.
(4) The Client's statutory rights to issue instructions and any resulting claims for remuneration remain unaffected.

§ 9 Performance by specialist contractors and subcontractors

(1) The Contractor is entitled to engage suitable specialist contractors and subcontractors to fulfil its contractual obligations, provided that no personal performance of the services has been agreed.
(2) The Contractor shall carry out its own trade-based fitting and installation work exclusively within the scope of its existing trade and craft licences.
(3) Skilled trade services requiring a licence, for which the Contractor does not hold the necessary authorisation, shall be carried out by specialist firms that are suitably qualified and, where required by law, registered in the trade register.
(4) The coordination of the specialist contractors and subcontractors engaged by the Contractor shall take place within the scope of the contractually agreed services.
(5) The Contractor's contractual liability towards the Client remains unaffected by the use of subcontractors.

§ 10 Delivery, Materials and Installation

(1) Delivery and completion dates shall be agreed on a case-by-case basis.
(2) Unless binding deadlines have been set, the work shall be carried out taking into account the agreed project schedule, the availability of materials and the necessary coordination.
(3) In the event of delivery delays caused by manufacturers, suppliers, hauliers or other third parties, the statutory provisions shall apply. The Contractor's liability shall depend on whether the relevant circumstance is attributable to it.
(4) We reserve the right to make changes to the materials, components and designs used, and to use equivalent substitute materials, provided this is necessary for technical, production-related or procurement-related reasons. This is subject to the condition that the changes are reasonable for the Customer and do not impair the agreed quality, functionality or essential characteristics of the product.
(5) Significant deviations in terms of quality, function, appearance or agreed characteristics require the Client's consent, unless there is another legal basis.

§ 11 Performance Deadlines and Delays

(1) Agreed completion deadlines are subject to the Client providing the necessary cooperation in good time and the necessary conditions for the performance of the work being in place.
(2) Delays caused by a lack of cooperation, unfinished preliminary work by other trades, official measures, exceptional weather conditions, strikes or force majeure shall be taken into account in accordance with the statutory provisions.
(3) Where the Contractor is not responsible for an impediment, agreed completion deadlines may be extended by a period corresponding to the duration of the impediment, including a reasonable restart period, provided that the statutory or contractual conditions for this are met.
(4) The Contractor shall notify the Client of any significant impediments without delay, in writing where possible.

§ 12 Terms of payment and instalment payments

(1) The terms of payment shall be governed by the relevant quotation, the agreed payment schedule and the statutory provisions.
(2) Progress payments may be agreed to finance the procurement of materials, project preparation and binding scheduling and capacity planning. The amount of the instalment payments depends on the nature and scope of the respective contract and generally amounts to between 30% and 50% of the agreed contract sum, provided this is permitted by law and expressly agreed in the contract. The amount and due date of the respective instalment payments shall be specified in the quotation or in the order confirmation.
(3) Further instalment payments may be required in accordance with the agreed payment schedule or the value of the services demonstrably rendered in accordance with the contract . Mandatory statutory provisions, in particular those relating to consumer protection, remain unaffected.
(4) The final payment shall become due in accordance with the contractual and statutory requirements. In the case of works subject to acceptance, this generally requires acceptance and a corresponding final invoice.
(5) Invoices must be settled in full, without deduction, within the individually agreed payment period. If no payment period has been agreed, the statutory provisions regarding due dates and default shall apply.
(6) A claim to a cash discount shall only arise if expressly agreed.

§ 13 Default on Payment and Suspension of Performance

(1) If the Client falls into arrears with a payment due, the Contractor is entitled to claim interest on arrears and other claims permitted by law.
(2) In the event of significant payment arrears, the Contractor may, following prior notice and subject to the statutory conditions, temporarily withhold its services.

(3) Any resulting delays and additional costs shall be dealt with in accordance with the statutory provisions.
(4) Further statutory rights, in particular to compensation or termination for good cause, remain unaffected.

§ 14 Retention of Title

(1) Delivered movable goods and materials shall, to the extent permitted by law, remain the property of the Contractor until the respective purchase price has been paid in full.
(2) The Client shall treat goods subject to retention of title with due care until ownership has passed.
(3) Whilst the retention of title remains in force, the goods may not be pledged or assigned as security without the Contractor's consent.
(4) The Contractor must be notified immediately of any third-party claims to goods subject to retention of title.
(5) In the event of processing, combining or mixing of the delivered materials, the statutory provisions on ownership shall apply.
(6) If materials become integral parts of a plot of land or a building, the ownership arrangements shall be governed by the mandatory statutory provisions. The Contractor's statutory claims for remuneration and security shall remain unaffected.

§ 15 Partial performance and partial acceptance

(1) Partial performance may be agreed, provided that it is technically and economically viable and reasonable for the Client.
(2) Partial acceptances may be agreed for self-contained areas of work that are capable of being accepted separately.
(3) A partial acceptance shall have the legal effects of an acceptance for the respective area of work accepted.
(4) Statutory claims to interim payments and partial acceptances remain unaffected.

§ 16 Acceptance and Transfer of Risk

(1) The Client is obliged to accept services completed in accordance with the contract and subject to acceptance within a reasonable period following notification of completion, provided there are no material defects.
(2) Acceptance may not be refused on the grounds of minor defects.
(3) At the request of either party, a formal acceptance inspection may be carried out. The result shall be documented in an acceptance report.
(4) Acceptance may be deemed to have taken place if, upon completion, the Contractor has set a reasonable period for acceptance and the Client has not refused acceptance within that period, specifying at least one defect.
(5) In relation to consumers, this legal consequence shall only apply if the Contractor has, in writing, drawn attention to the consequences of a failure to accept or a refusal to accept without specifying any defects, together with the request for acceptance.
(6) The legal consequences of acceptance, in particular with regard to due date, the passing of risk and the commencement of the limitation period, shall be governed by the statutory provisions.

§ 17 Claims for Defects and Subsequent Performance

(1) The Client's rights in the event of defects shall be governed by the statutory provisions, in particular Sections 633 et seq. of the German Civil Code (BGB).
(2) The Client is requested to notify the Contractor of any apparent defects as soon as possible in order to enable a prompt inspection and, where necessary, rectification. Statutory rights in respect of defects shall not be restricted by a delay in notification.
(3) The Contractor is entitled and obliged to provide subsequent performance within the framework of the statutory provisions.
(4) The Client must grant the Contractor reasonable access to the place of performance and the necessary opportunity to inspect and rectify the defect.
(5) Minor deviations, those typical of the material or those that are technically unavoidable, do not constitute a defect, provided they fall within the contractually agreed quality or the legally applicable requirements.

§ 18 Limitation period

The statutory provisions shall apply to the limitation period for claims arising from material defects and defects of title.

§ 19 Liability

(1) The Contractor shall be liable without limitation for damage resulting from injury to life, limb or health arising from a culpable breach of duty by the Contractor, its legal representatives or vicarious agents.
(2) The Contractor shall be liable in accordance with the statutory provisions for damage caused by wilful misconduct or gross negligence.
(3) In the event of a breach of essential contractual obligations due to slight negligence, liability for damage to property and financial loss shall be limited to the damage typical of the contract and foreseeable at the time the contract was concluded, insofar as permitted by law.
(4) Essential contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Client may regularly rely.
(5) Mandatory statutory grounds for liability, in particular under the Product Liability Act, as well as liability arising from expressly assumed guarantees, remain unaffected.

§ 20 Right of withdrawal for consumer contracts

(1) Consumers are entitled to a statutory right of withdrawal, provided that the statutory conditions for this are met.
(2) Where a right of withdrawal exists, the withdrawal period is generally 14 days. The start date and duration are governed by the statutory provisions.
(3) The withdrawal may be effected by means of an unambiguous declaration, for example by email or post, addressed to the Contractor.
(4) If the consumer expressly requests that performance commence before the expiry of the withdrawal period, any compensation for loss of value and the expiry of the right of withdrawal shall be governed by the statutory requirements.
(5) A separate notice of withdrawal and a model withdrawal form shall be provided where required by law.

§ 21 Termination of the contract

(1) Termination of the contract shall be governed by the statutory provisions and any formal requirements that may apply.
(2) If the Client terminates a contract prior to completion, the Contractor's claims for remuneration shall be determined in accordance with the statutory provisions.
(3) Services already rendered, project-related preparations, materials ordered and expenses saved shall be taken into account in the statutory calculation of remuneration.
(4) The right of both contracting parties to terminate the contract for good cause remains unaffected.

§ 22 Agreement on the VOB/B

(1) The German Regulations for the Award and Execution of Contracts for Construction Works, Part B (VOB/B), shall only form part of the contract if their applicability has been expressly agreed and they have been validly incorporated into the contract, and the statutory requirements for their incorporation have been met.
(2) Only the version agreed in the contract shall apply.
(3) Insofar as the VOB/B has not been validly incorporated, the relevant statutory provisions shall apply, in particular those of the German Civil Code (BGB).

§ 23 Security Deposits and Retentions

(1) Contractual security deposits, performance bonds, warranty bonds and retention of security shall require a corresponding agreement, unless they are provided for by law.
(2) In the absence of such an agreement, there shall be no additional contractual retention of security.
(3) Statutory security interests of both contracting parties remain unaffected.

§ 24 Consumer dispute resolution

The Contractor is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board, unless there is a statutory obligation to do so.

§ 25 Applicable Law and Jurisdiction

(1) All contractual relationships shall be governed by the law of the Federal Republic of Germany. In relation to consumers, mandatory consumer protection provisions of the country of their habitual residence shall remain unaffected, insofar as these are applicable.
(2) If the Client is a trader, a legal person under public law or a special fund under public law, the Contractor's registered office shall be the place of jurisdiction for disputes arising from the contractual relationship, provided that a corresponding agreement on the place of jurisdiction is permitted by law.
(3) In relation to consumers, the statutory places of jurisdiction shall apply.

§ 26 Final Provisions

(1) Should any individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.
(2) The relevant statutory provisions shall apply in place of any invalid provisions. The same shall apply in the event of any omissions in these General Terms and Conditions.
(3) Individual agreements shall take precedence over these General Terms and Conditions.
(4) Amendments and additions to the contract may be agreed in writing, provided that no stricter form is required by law. The primacy of individual agreements remains unaffected.