Terms and Conditions

Scope

These General Terms and Conditions (GTC) apply to all services provided by Osby Trä Snickeri & Måleri AB (Company Reg. No. 559423-092), with its registered office at Holmö 2538, 28391 Osby, Sweden.

The services include, in particular, carpentry, painting and other construction work.

For contracts with private individuals, the Swedish Consumer Services Act (1985:716) applies without exception. For contracts with businesses, the special provisions under point 17 apply in addition.

Conclusion of Contract

A contract is concluded by:
-signing of an order form,
-written confirmation of the order
-commencement of the relevant work.
Quotations are valid for 30 days, unless otherwise agreed.

Scope of services

The specific scope of services is set out in the quotation or order form. Services not expressly agreed are not included in the price. Additional or amended services (amendments and additional work/ÄTA) require the written consent of both the client and the contractor.

Pricing

Invoicing shall be carried out, depending on the agreement, as:

-Fixed price
-Price per square metre (QM)
-Hourly rate
Material prices include a calculation surcharge. Unless otherwise stated in the quotation or order form, unit prices (hourly rate, price per square metre and flat rate) are exclusive of statutory VAT. Statutory VAT is shown separately on the invoice.

Area calculation for QM – price

When billing at a price per square metre, openings (e.g. windows, doors) up to a size of 2.5 square metres per unit are not deducted.

Terms of payment

Invoices are due for payment within 10 days of the invoice date, without deduction. For larger projects, the company is entitled to request instalment payments. In the event of late payment, interest on arrears in accordance with the Swedish Interest Act (Räntelagen) and reminder fees will be charged. Ownership of delivered materials remains with the company until full payment has been made.

ROT deduction

If the client wishes to claim the ROT deduction, they are responsible for ensuring that the legal requirements are met. If the ROT amount is rejected in whole or in part by the Swedish Tax Agency (Skatteverket), the client is obliged to pay the corresponding difference to the company. Labour costs are shown separately on the invoice in accordance with the Swedish Tax Agency's guidelines.

Time Schedule

Stated start and completion dates are non-binding unless expressly agreed otherwise . The stated duration of the work refers to actual working hours. Delays due to:

-Cooperation or delays on the part of other trades
-Delivery bottlenecks
- Illness
- Weather

-unforeseeable structural conditions
-Official orders
-Additional work
-force majeure
shall result in a reasonable extension of the execution period.

Obligations of the Client to cooperate

The client must ensure that:

-the work site is freely accessible and can be reached by standard delivery vehicles
-electricity and, where applicable, water are available
-furniture and objects have been removed
-the necessary permits are in place.
If delays arise due to a lack of cooperation, the resulting additional costs may be charged.

Hidden defects and unforeseeable work

If hidden damage (e.g. damp, rot, mould, structural defects or similar) is discovered during the work, the company is entitled to suspend the work and draw up a supplementary quotation.

Variations in materials and colour

Wood is a natural material. Variations in texture and colour do not constitute a defect. Colour perception may vary depending on lighting conditions. Minor visual variations are not considered defects.

Choice of colour for painting work

If no specific colour shade is specified in writing in the quotation, the work will be carried out in white (standard white). Any requests for different colours must be communicated in writing before work commences. Any additional costs arising from this will be charged separately.

Acceptance

-Upon completion, the contractor shall notify the customer that the work has been completed.
-The parties shall carry out a joint inspection upon request.
-Obvious defects must be reported in writing during the inspection or within 14 days.
-The work shall be deemed accepted if the customer expressly confirms acceptance or if the work is used without a valid complaint.
-Minor defects do not entitle the customer to refuse acceptance. They must be rectified within a reasonable period.
-The customer's statutory rights under the Consumer Services Act remain unaffected.

Defects and complaints (private customers)

Complaints must be reported within a reasonable period of time after the defect is discovered. The company shall initially have the right to rectify the defect, specifying a reasonable timeframe for doing so. The statutory limitation periods under the Consumer Services Act apply.

Liability

For private customers, liability is governed by mandatory statutory provisions.

Termination

In the event of termination by the client, the company is entitled to claim remuneration for:

-services already provided
-materials ordered
-costs incurred
-loss of profit to the extent permitted by law
Termination by the contractor:

The contractor is entitled to terminate the contract for good cause. Good cause shall be deemed to exist in particular if the customer fails to fulfil their obligations to cooperate, falls into significant arrears with payment, or, through their conduct, makes the performance of the agreed services

unreasonably difficult. Any services already rendered, as well as materials ordered and costs incurred, shall be remunerated in accordance with statutory provisions. Any complaints procedure remains unaffected by this.

Special Terms and Conditions for Businesses (B2B)

The following applies additionally to contracts with businesses:

-Complaints must be reported in writing within 14 days of completion.

-Warranty period: 2 years, unless otherwise agreed.
-Liability is limited to the order value.
-Liability for indirect damages (e.g. loss of production, loss of profit) is excluded.
-The place of jurisdiction is the company's registered office.

Dispute resolution

For private customers, a dispute may be heard by the Swedish National Board for Consumer Complaints (ARN). Swedish law applies.

Invoicing based on actual time and materials

Where the quotation expressly provides for invoicing based on actual time and materials, payment shall be made on the basis of the actual hours worked that were necessary and reasonable for the performance of the contract, as well as the materials actually required.

The working hours listed in the quotation represent a preliminary estimate based on the circumstances apparent at the time the quotation was drawn up. They do not constitute a binding determination of the actual amount of work required.

The calculation takes into account the planned staff qualifications. The contractor is entitled to adjust the deployment of staff for operational, organisational or technical reasons, in particular in the event of staff absences, changes to site procedures or special technical requirements.

Invoicing is based on the staff actually deployed and the hourly rates agreed for their qualifications. If a change in staff deployment leads to a significant increase in the estimated remuneration, the client shall be informed in good time and any necessary consent shall be obtained.

Particularly in the case of renovation, refurbishment and conversion works, circumstances may only become apparent during the execution of the work which could not be identified during the previous site inspection. These include, amongst other things, uneven or sloping substrates, concealed structural damage, rot, pest infestation, defective substructures and additional technical requirements.

Such circumstances may increase the actual labour and material costs required. The contractor shall inform the client of any significant deviations and agree on any necessary additional services in accordance with statutory provisions.

Invoicing on the basis of actual expenditure does not entitle the Contractor to charge for unnecessary or unreasonable working hours. Statutory price caps, in particular where approximate prices are quoted to consumers, and the Client's statutory rights remain unaffected.

Severability clause

Should any provision of this contract be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a valid provision that most closely approximates the economic purpose of the invalid provision.

Additional terms and conditions for work and products made of wood

Wood as a natural material

Wood is a natural product. Natural variations in colour, grain, structure, knots and cracks, as well as dimensional changes typical of the material (swelling/shrinkage), do not constitute a defect.

Indoor climate and humidity

Damage resulting from unsuitable indoor air, humidity or temperature fluctuations is beyond the company's responsibility.

Processing and installation

Wood products must be inspected by the customer for visible defects prior to assembly and processing. Once processed, claims are excluded to the extent permitted by law.

Made-to-measure products

Made-to-measure and custom-made items (e.g. furniture, fitted units) are excluded from the right of withdrawal, to the extent permitted by law.

Wood protection and care

The customer is responsible for the care, maintenance and, where necessary, any subsequent treatment of wooden surfaces.

Osby 01/2026