EIWTC

WOOD · TRADE · ADVISORY

EIWTC SECURITY ADVISORY

Security · Resilience · Technical Consulting

CONTRACTUAL FRAMEWORK

General Terms and Conditions

Wood & International Trade | EIWTC Security Advisory

02.11.2026 · V1.0

1. Company and scope

These General Terms and Conditions (Terms) apply to contracts concluded with EIWTC S.à r.l., 7, rue de Parc, L-6684 Mertert, Luxembourg, R.C.S. Luxembourg B147591, VAT identification number LU23405978. Contact: info@eiwtc.lu, +352 621 549 942. The managing director is Klaus Wollscheid.

They cover timber products, sourcing and international trade, together with the advisory and project services agreed under EIWTC Security Advisory. EIWTC Security Advisory is a business division of EIWTC S.à r.l., not a separate contracting party.

“Customer” means the relevant contracting party. A consumer is a natural person acting for purposes outside their trade, business, craft or profession. Provisions expressly limited to business customers do not apply to consumers. Mandatory rules, including consumer protection and public procurement rules, remain unaffected.

2. Incorporation, offers and formation of contracts

The version of these Terms intended for the contract is made available to the customer before the contract is concluded and supplied on a medium that can be retained, in particular as a PDF by email. It becomes part of the contract only if validly incorporated. Merely visiting the website, making an enquiry or receiving unsolicited services does not constitute acceptance.

Individually agreed conditions and binding procurement documents take precedence. The customer's terms apply insofar as agreed or legally binding. Any conflicts are clarified before performance.

Website content, examples and price information are not binding offers unless expressly identified as such. A contract is formed by matching declarations of the parties; EIWTC confirms the scope, remuneration and applicable conditions in writing, including by email. A project enquiry alone is not a paid appointment booking. Statutory form and information requirements remain applicable.

3. Sales on EIWTC's own account and intermediation

Each trading or sourcing engagement specifies whether EIWTC sells in its own name, provides sourcing services or acts as an intermediary for a contract with an identified supplier. Where intermediation is disclosed, the goods contract is concluded with that supplier; its identity and contract terms are communicated before conclusion.

Any commission or sourcing fee payable by the customer must be agreed in advance. EIWTC remains responsible for its own advisory, selection and intermediation duties. The contracting party is not changed without disclosure and agreement.

4. Scope of advisory and project services

Security Advisory includes only the services described in the engagement, such as door and access planning, functional concepts, technical specifications, tender support, comparison of offers, security and resilience advice or interface coordination. Detailed concepts and further project support are not automatically included in a single advisory appointment.

EIWTC owes professional and diligent performance and the deliverables expressly agreed. No administrative approval, certification, procurement decision or complete prevention of security incidents is guaranteed. This description of scope does not remove agreed performance duties or liability for EIWTC's own errors.

Legal advice, official inspections, legally reserved professional activities, installation, maintenance, guarding and emergency services are included only if expressly agreed and performed by appropriately authorised persons. These Terms do not establish a 24/7 service or continuous monitoring obligation.

5. Customer cooperation and project information

The customer supplies in good time the information required for the agreed engagement that is available to them, including plans, door schedules, operational requirements, known risks and technical information about existing installations. They nominate authorised decision-makers and enable agreed access in accordance with local safety rules.

Within the scope of the engagement, EIWTC checks for apparent inconsistencies and identifies significant information gaps. Site measurements, destructive testing and comprehensive surveys not agreed are not implicitly included. Delays and foreseeable additional work caused by missing or changed information are discussed with the customer; they do not create a blanket exclusion of liability.

6. Deliverables, changes and digital tools

The contract specifies the format, scope, development status and intended use of reports, plans and specifications. Documents labelled draft, sample or unverified are not approved execution documents. Required product-specific evidence and administrative approvals must be obtained by the responsible participants; their responsibilities are clarified for the project.

Changes to scope, additional variants and further revision rounds are agreed in advance, including their effects on fees and timing. Correcting EIWTC's own defects without charge is not chargeable additional work.

Digital or AI-assisted tools may support the work but do not replace the professional review owed. Confidential customer data must not be sent to external services in breach of agreed confidentiality or data protection requirements. Additional digital services require a separate agreement; these Terms alone do not create an entitlement to such services.

7. Prices and price adjustments

The agreed prices and described scope govern. Unless stated otherwise, business-customer prices are in euros excluding statutory VAT. Before contracting, consumers receive the total price including tax and all foreseeable compulsory charges; where it cannot be calculated, the calculation method and possible additional charges are explained.

Hourly and daily rates, lump sums, estimated quantities, travel costs and any advances are stated in the offer. An estimate is identified as such; foreseeable material overruns are communicated in good time.

Supplier-price or exchange-rate changes do not automatically increase an agreed fixed price. An adjustment requires a valid and transparent price-review clause, a new agreement or a legal basis.

8. Additional costs and records of services

Packaging, transport, customs duties, special unloading, travel time, journeys and additional services are charged only as previously agreed or permitted by law. Where the amount is unknown at contract formation, the method of calculation is explained.

For time-based or quantity-based charging, the activity, time or quantity and agreed rate are documented clearly. A minimum first hour, billing increment or surcharge does not arise from these Terms alone and must be agreed. A service confirmation records performance; it is not a waiver of defect claims.

9. Performance and delivery dates

Dates and deadlines are set by the contract. Estimated dates are identified accordingly. Necessary cooperation and agreed advances are taken into account in planning; their effect on deadlines must be transparently agreed.

EIWTC informs the customer of the cause, consequences and expected duration of delays. Statutory rights arising from delay or non-performance are not excluded. Goods sold to consumers without a separately agreed delivery date are delivered no later than 30 days after contract conclusion.

An unforeseeable and unavoidable event beyond reasonable control affects obligations only to the extent permitted by law. The affected party informs the other without delay and mitigates the consequences. Rights to terminate, cancel and obtain reimbursement remain intact; an ordinary sourcing difficulty is not automatically force majeure.

10. Goods, transport and receipt

For sales in EIWTC's own name, the offer describes the product, quantity, dimensions, quality, intended use, evidence and delivery location. Relevant timber species, moisture content, grade and tolerances are agreed where necessary. Natural characteristics do not override promised quality; certification and origin statements must match the actual delivery. Substitute products require the customer's consent unless a valid agreement or the law provides otherwise.

Delivery method, transport, unloading, packaging and transfer of risk are expressly addressed. Incoterms apply only with the agreed rule, named place and edition specified. Statutory risk-transfer rules remain applicable; for consumers, risk generally passes only when they or a designated third party take physical possession.

Handing goods to any person present does not establish a general authority to receive them. Where the customer is responsible for delayed receipt, further steps and any necessary storage charges are notified in advance and charged in accordance with the agreement or the law.

11. Delivery and review of work products

EIWTC supplies work products in the agreed format and identifies known matters still requiring review. The customer reports identified inconsistencies as promptly as possible. Formal acceptance takes place only where agreed or required by law.

Silence, payment or merely making a file available does not automatically constitute unconditional acceptance. Statutory inspection, defect-notification and limitation rules, and agreed technical approval procedures, remain applicable.

12. Invoices and payment

Invoices are payable within the agreed period without deduction unless a discount has been agreed. In the absence of a valid agreement, statutory rules apply. Advances and instalments must be agreed in advance. Changing billing or delivery details does not automatically trigger an administration fee.

Statutory rights of set-off and withholding remain unaffected. Further services may be suspended for late payment only where legally permitted and following appropriate advance notice. A late payment on one invoice does not by itself make other amounts immediately due before their maturity.

13. Late payment and recovery costs

Commercial transactions between businesses and with public authorities are governed by the applicable statutory rules on payment periods, late-payment interest and recovery costs. Where the legal conditions are met, statutory interest, the statutory fixed recovery amount of EUR 40 and legally recoverable reasonable additional costs may be claimed. Double recovery is excluded.

For consumers, only the statutory conditions and limits specific to consumer relationships apply. In particular, neither commercial interest rates nor an automatic EUR 40 charge is extended to consumers. Statutory information and maturity requirements must be met.

14. Retention of title

Where EIWTC sells goods in its own name and retention of title is legally permitted, those goods remain EIWTC's property until their purchase price has been paid in full. Third-party rights and mandatory law at the location of the goods remain unaffected.

Repossession or realisation is pursued only through lawful means. This clause does not authorise unilateral entry into another person's premises or unlawful disabling of installations.

15. Rights to use advisory documents

Unless otherwise agreed, after full payment the customer receives a non-exclusive right to use the documents produced under the contract for the agreed project. Necessary sharing with designers, contractors, inspectors and authorities is permitted. Agreed use before full payment is governed by the project agreement; statutory rights remain unaffected.

Pre-existing methods, general templates, software and third-party rights are not transferred. Commercial resale, publication or reuse for other projects requires a separate agreement unless permitted by law. Third-party changes must be identifiable; EIWTC is responsible for them only within the scope of its own statutory or contractual liability.

16. Rescheduling and missed appointments

Both parties communicate necessary appointment changes as early as possible, preferably at least 48 hours in advance. This organisational notice period does not itself establish a fixed cancellation charge.

A culpably caused short-notice cancellation or prevention of performance may result only in agreed lawful charges or proven recoverable loss. Saved expenses and substitute income must be deducted. The customer may show that no loss or a smaller loss occurred. Statutory withdrawal and termination rights take precedence.

17. Changes, cancellation and voluntary returns

Agreed changes or termination are documented in writing. Statutory rights to terminate, withdraw or rescind remain unaffected. Services already performed and irreversible commitments are charged only in accordance with the contract and applicable law, taking account of saved costs.

Outside statutory rights, voluntary return of non-defective goods requires a separate agreement. Return conditions and any costs are transparently agreed before the return. Goods made or sourced specifically are identified as such before ordering; this does not remove defect rights.

18. Consumers: withdrawal and early performance

Distance and off-premises contracts are subject to statutory withdrawal rights. The consumer information and model form below explain the 14-day right of withdrawal that generally applies. They are supplied before the contract is concluded.

Early commencement of a service or early supply of digital content requires a separate express consumer declaration where required by law. Acceptance of these Terms alone is neither such a request nor a waiver of withdrawal rights. Any statutory exception must be specifically explained before contracting.

19. Complaints and defects

Complaints may be sent to info@eiwtc.lu or to the address in clause 1. A clear description and available evidence assist handling. Registered post is not required as the exclusive method of complaint.

Business customers inspect goods and results in accordance with applicable statutory and agreed duties. Latent defects are reported after discovery. No fixed eight-day forfeiture period or loss of all rights merely because goods have been processed is agreed. Mandatory consumer rights apply independently.

20. Statutory warranties

Sales of goods, services and any digital content are governed by the applicable statutory rights concerning defects and conformity. Consumer sales include the statutory conformity guarantee for goods, generally running for two years from delivery. Rights concerning latent defects and other mandatory claims remain unaffected.

Manufacturer guarantees provide additional rights under their own conditions and do not replace the contractual seller's responsibility. These Terms do not establish an additional blanket product or outcome guarantee for all EIWTC advisory services.

21. Liability

EIWTC is liable under applicable law for breaches of its own contractual and statutory duties. Any limitation of that responsibility requires an express, legally permissible agreement.

In particular, liability for intent or gross fault, death, personal injury or harm to health, and mandatory product, consumer and other statutory liability are not excluded or limited. A different project-specific allocation of risk requires a separate legally valid agreement.

Responsibility for the independent decisions or services of other project participants depends on their respective engagements. EIWTC's own selection, information, coordination and review duties remain intact.

22. Confidentiality and data protection

The parties keep non-public technical, commercial and security-related information confidential and use it only for the agreed purpose. Exceptions apply to information already lawfully known or publicly available and to legally required disclosures. Necessary recipients are bound by confidentiality to the extent permitted.

Personal data are processed under applicable data protection law. The separate privacy notice provides the relevant information. Where processing on another party's behalf requires an agreement, it is concluded before such processing starts. These Terms replace neither that agreement nor any necessary consent; they do not grant blanket permission to publish customer names, plans or references.

23. Governing law and disputes

The contract is governed by Luxembourg law insofar as that choice is permitted. Consumers are not deprived of the protection of mandatory rules that would apply without that choice. International conventions that mandatorily apply remain unaffected.

For disputes with business customers, jurisdiction of the courts with subject-matter competence in Luxembourg is agreed to the extent legally permitted. For consumers and other mandatory jurisdiction rules, the statutory provisions apply; exclusive Luxembourg jurisdiction is not imposed on consumers.

The parties first seek a direct resolution. Consumers may contact the Service national du Médiateur de la consommation where competent: mediateurconsommation.public.lu. Participation is obligatory only where required by law or separately undertaken. Access to the courts remains available.

24. Languages and final provisions

These Terms are available in German, French, English and Luxembourgish. The contract language and incorporated version are recorded when contracting. No language version automatically prevails merely because it is published; mandatory consumer-friendly interpretation rules remain applicable.

Existing contracts remain subject to the version validly incorporated into them. A new website version does not automatically amend existing contracts. Changes and collateral agreements are recorded in writing for evidential purposes without displacing statutory formalities.

The consequences of an invalid provision are governed by applicable law. In particular, an unlawful provision is not automatically replaced by the economically closest provision that is more burdensome to the customer. The remaining provisions continue insofar as legally possible.

Annex A. Consumer withdrawal information

Right of withdrawal

For a distance or off-premises contract carrying a statutory right of withdrawal, you may withdraw within 14 calendar days without giving a reason.

For services and digital content not supplied on a tangible medium, the period starts on contract conclusion. For goods, it starts when you or a third party designated by you, other than the carrier, take physical possession. For multiple goods ordered together but delivered separately, receipt of the last good is decisive; for one good delivered in several lots, receipt of the last lot is decisive. For regular deliveries over a defined period, the period starts with the first delivery.

An unequivocal statement to EIWTC S.à r.l., 7, rue de Parc, L-6684 Mertert, Luxembourg, info@eiwtc.lu, telephone +352 621 549 942, is sufficient. You may use the form below, but it is not compulsory. Sending the statement before the deadline is sufficient.

Effects of withdrawal

EIWTC refunds payments received, including the cost of the least expensive standard delivery offered, without undue delay and no later than 14 days after receiving your withdrawal. Additional costs of a more expensive delivery method chosen by you are not reimbursed. The same payment method is used unless expressly agreed otherwise without additional charges.

For goods, EIWTC may withhold reimbursement until it has received the goods back or you have supplied evidence of return, whichever happens first; this does not apply if EIWTC has offered collection. You must return or hand over the goods without delay and no later than 14 days after your withdrawal statement. You bear direct return costs only if informed before contracting. For goods that cannot normally be returned by post, the actual return-cost amount or a reliable maximum estimate must be communicated before ordering. This information accompanies the specific offer.

You are liable for diminished value only where it results from handling beyond what is necessary to establish the nature, characteristics and functioning of the goods and the statutory conditions are met.

Services and digital content

If, after receiving the required information, you expressly requested that a service start during the withdrawal period, a valid withdrawal requires you to pay only the legally permissible proportionate amount for services provided up to withdrawal. The right expires on full performance only under the statutory conditions, including prior express consent to early commencement and acknowledgement that the right will be lost once performance is complete.

For paid digital content without a tangible medium, the right expires when supply begins only if you previously expressly consented, acknowledged the resulting loss of the right and received the legally required contract confirmation. A bespoke advisory report is not automatically excluded from withdrawal simply because it is individually produced; the type of contract is decisive.

Goods made to your specifications or clearly personalised may fall under a statutory exception. EIWTC specifically informs you before ordering. Defect rights remain intact.

Model withdrawal form

To: EIWTC S.à r.l., 7, rue de Parc, L-6684 Mertert, Luxembourg; info@eiwtc.lu.

I/We hereby give notice that I/we withdraw from my/our contract for the sale of the following goods or provision of the following service:

Goods / service: _____

Ordered on / received on: _____

Name of consumer(s): _____

Address of consumer(s): _____

Date: _____

Signature of consumer(s), only for a paper notification: _____

Delete as appropriate. Using the form is optional; any other unequivocal statement is sufficient.