

General Terms and Conditions

BAUBRUECKE, poslovno svetovanje, Patrik Jordanov s.p.

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1. Scope

1.1 These General Terms and Conditions ("GTC") apply to all services of BAUBRUECKE, Patrik Jordanov s.p. ("Baubrücke") towards clients (architects, general and total contractors, building owners, developers and other commercial enquirers) and towards partners (manufacturers, suppliers, transport and installation companies).

1.2 Baubrücke deals exclusively with businesses and commercial clients (B2B). No services are provided to consumers.

1.3 Deviating terms of the client or partner apply only if Baubrücke has accepted them in writing. Individual written agreements take precedence over these GTC.

1.4 By submitting an enquiry, accepting a comparative quote or entering into a partner agreement, the other party accepts these GTC.

2. Position of Baubrücke - brokerage only

2.1 Baubrücke acts exclusively as a broker. It establishes contact between clients and partners, obtains quotes, prepares them as a comparative quote and coordinates communication.

2.2 Baubrücke is in no case a party to the purchase, works, supply, transport or installation contract. These contracts are concluded exclusively and directly between the client and the respective partner.

2.3 Baubrücke is neither manufacturer, seller, importer, freight forwarder nor building contractor and does not act as such. Baubrücke gives no commitments of its own regarding prices, delivery times, quality, conformity with standards or availability; all information in comparative quotes is based on statements by the partners.

2.4 Baubrücke is not authorised to make or receive legally binding declarations on behalf of clients or partners unless agreed in writing.

2.5 Process and flow of payments. The client concludes the purchase or works contract directly with the manufacturer and makes all payments for goods, transport and installation exclusively to the manufacturer. Unless agreed otherwise, the manufacturer delivers to the construction site (Incoterms DAP); the manufacturer books and pays the transport company. Import duties and value added tax in the country of destination are borne by the client as importer, unless DDP has been expressly agreed.

2.6 Baubrücke does not accept payments for goods, transport or installation, does not hold client funds and does not act as paying agent or trustee. The only payment to Baubrücke is the brokerage commission agreed under clause 5.

3. Services of Baubrücke

3.1 Depending on the agreement, Baubrücke's services include: receiving the enquiry, selecting suitable partners, obtaining quotes, preparing a comparative quote, translation and communication between the parties, organising and coordinating transport, customs clearance and installation through third-party companies, and support until conclusion of the contract.

3.2 Baubrücke owes diligent effort (a service), not a specific result. There is no entitlement to a specific number of quotes, a specific price or the conclusion of a contract.

3.3 Baubrücke may decline enquiries without giving reasons and selects partners at its own discretion.

4. Enquiry, comparative quote, validity

4.1 Preparation of a comparative quote is free of charge and non-binding for the client unless otherwise agreed in writing.

4.2 The client provides complete and correct documents (window schedules, plans, dimensions, technical requirements, standards, deadlines). Baubrücke does not check the documents for technical correctness, completeness or conformity with standards; the client or the partner remains responsible for this.

4.3 Prices, deadlines and technical data in comparative quotes are statements by the partners. They are valid for 30 days from the date of the comparative quote unless the partner's quote states a different period. After expiry, the information is non-binding and may change without notice (in particular for raw material prices, exchange rates, transport and customs costs).

4.4 Only the order confirmation issued by the partner to the client or the contract concluded between them is binding.

5. Remuneration / commission

5.1 Baubrücke's remuneration consists of a brokerage commission. Amount, basis of calculation (e.g. net order value), debtor, due date and payment terms are agreed individually for each transaction or partnership in a separate written agreement (brokerage or partner agreement).

5.2 The commission arises upon conclusion of a contract between client and partner that results from Baubrücke's brokerage activity. This also applies to follow-up, additional and extension orders and to contracts concluded after the end of the cooperation but within the protection period under clause 6.

5.3 Subsequent reductions, cancellations or disputes between client and partner do not affect the commission claim unless the contract is rescinded for reasons attributable to Baubrücke.

5.4 Baubrücke's invoices are payable within 30 days of the invoice date without deduction. In case of late payment, default interest of 8 % p.a. is owed; reminder and collection costs are borne by the debtor.

5.5 Prices are exclusive of value added tax. Any statutory VAT is shown additionally.

6. Non-circumvention and protection period

6.1 Clients and partners undertake, during the cooperation and for 36 months after the last contact brokered by Baubrücke, not to conclude transactions with each other directly or through third parties (including affiliated companies, group companies, officers, employees or related persons) without Baubrücke receiving the agreed commission.

6.2 "Brokered" means any contact established or named by Baubrücke, regardless of whether a contract was concluded at the first attempt.

6.3 In the event of a breach of the non-circumvention obligation, the breaching party owes Baubrücke the full commission that would have been due on proper execution, but at least 8 % of the net order value of the circumvented transaction. The right to claim further damages is reserved. On request, the breaching party must inform Baubrücke of the scope and value of the transactions concluded directly.

6.4 The client and the partners undertake not to pass on contact details, quotes and conditions received from Baubrücke to third parties.

7. Obligations of partners (manufacturers, suppliers, transport and installation companies)

7.1 Partners are solely responsible for the accuracy of their quotes, the conformity of their products with the agreed standards and regulations (in particular EN 14351-1, CE marking, Swiss requirements), compliance with delivery deadlines, proper packaging, transport, customs clearance and any installation.

7.2 Partners grant the client the statutory or contractually agreed warranty directly. The client's warranty and liability claims are directed exclusively against the respective partner.

7.3 Partners indemnify Baubrücke against all third-party claims arising from their products, services, deliveries or omissions.

7.4 Partners undertake to inform Baubrücke without delay of every contract concluded, every change and every follow-up order with a brokered client.

7.5 Transport companies are commissioned and paid by the manufacturer (or, if so agreed, by the client). They are liable for transport damage and delays under the applicable rules (in particular CMR) directly towards their principal. Baubrücke merely brokers and coordinates and is not a party to any contract of carriage.

8. Liability

8.1 Baubrücke is not liable for products, services, deliveries, deadlines, prices, quality, defects, transport damage, customs formalities, installation or any other performance or non-performance of the contracts concluded between client and partner. The partners alone are liable for these.

8.2 Baubrücke is not liable for the accuracy, completeness or currency of information supplied by partners and reproduced in comparative quotes or other documents.

8.3 Baubrücke is not liable for the creditworthiness, reliability or performance capability of clients or partners.

8.4 Within its own brokerage service, Baubrücke is liable only for damage caused intentionally or through gross negligence. Liability for slight negligence, for auxiliary persons, and for indirect damage, consequential damage, loss of profit, construction delays and third-party claims is excluded to the extent permitted by law.

8.5 Where Baubrücke is liable, liability per claim is limited to the amount of the commission actually received by Baubrücke from the transaction concerned.

8.6 Baubrücke gives no assurance that a particular product is approved, usable or granted preferential customs treatment in Switzerland. Verification is the responsibility of the client and the partner.

9. Confidentiality

9.1 The parties treat all non-public information received in the course of the cooperation (in particular plans, prices, conditions, contact details, manufacturer lists) as confidential and use it only for the purpose of the cooperation.

9.2 The confidentiality obligation continues beyond the end of the cooperation, at least for the duration of the protection period under clause 6.

10. Data protection

10.1 Baubrücke processes personal data (contact details, project documents, correspondence) exclusively for the purpose of brokerage and execution of the cooperation, in accordance with the EU General Data Protection Regulation (GDPR), the Slovenian Personal Data Protection Act (ZVOP-2) and – where applicable – the Swiss Federal Act on Data Protection (FADP).

10.2 To prepare comparative quotes, enquiries and project documents are passed on to selected partners in North Macedonia, the EU and Switzerland. By submitting an enquiry the client consents to this transfer. North Macedonia has no EU adequacy decision; Baubrücke transfers only the data required for quoting.

10.3 Data subjects have the statutory rights of access, rectification, erasure and restriction of processing. Requests are to be addressed to the address above.

11. Intellectual property

11.1 Comparative quotes, overviews, translations and other documents prepared by Baubrücke remain the intellectual property of Baubrücke. They may be used exclusively for the project concerned and may not be passed on to third parties.

12. Term and termination

12.1 Either party may terminate the cooperation at any time in writing unless a partner agreement provides otherwise.

12.2 Commission claims already arisen and clauses 5, 6, 8, 9, 10 and 13 remain unaffected by termination.

13. Governing law and jurisdiction

13.1 The relationship between Baubrücke and the client or partner is governed exclusively by Slovenian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules. Mandatory provisions of the country in which the service is performed remain reserved.

13.2 Exclusive place of jurisdiction is the competent court in Celje, Slovenia. Baubrücke is also entitled to assert claims at the seat of the client or partner.

13.3 Contracts between client and partner are governed by the law agreed between them; Baubrücke is not involved in such disputes.

14. Final provisions

14.1 Amendments and additions to these GTC and to individual agreements must be made in writing (e-mail is sufficient).

14.2 Should any provision of these GTC be wholly or partly invalid, the validity of the remaining provisions is unaffected. The invalid provision is replaced by a valid one that comes closest to the economic purpose.

14.3 Baubrücke may amend these GTC at any time. For ongoing transactions the version valid at conclusion of the contract applies.

14.4 These GTC are drawn up in German. In case of translations, the German version prevails.

Rogaška Slatina, 17 September 2026

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