

# GENERAL TERMS AND CONDITIONS

## Offer

Offers are valid for 5 months from the offer date.

Offers and all planning documents drawn up by Schopfer Gartenbau AG, hereinafter referred to as the "Contractor", shall remain their property. The documents may not be passed on to third parties without the express consent of the entrepreneur. In particular, covering the prices and passing on the offer to other suppliers is not permitted without the consent of Schopfer Gartenbau AG.

## Contract

The contract for work is concluded by written or oral agreement or by acting accordingly, in particular with the commencement of the relevant work.

## Involvement of specialists

If the planning or implementation of the project requires the involvement of specialists (namely structural engineers, electricians, plumbers, surveyors, etc.), the expenses for their services are not included in this offer and are to be charged to the client, unless expressly stated otherwise. This includes in particular the fees for the procurement of planning bases (e.g. cadastral plan).

## Installations/Fittings

The client provides free of charge the land necessary for the work to be carried out (installation site, space for material depots, access roads, temporary toilet, etc.). If necessary, the client clarifies the situation with affected neighbours and compensates them directly.

The costs of parking tickets obtained for parking machines, vehicles and trailers on public property are charged to the owner, unless expressly agreed otherwise.

The energy required for the execution as well as the supply and drainage of drinking and process water shall be provided by the building owner.

## Barriers, Signalisation, Security, Cleanliness

The Contractor shall ensure that the construction site is properly secured (barriers, signalling, lighting); the costs for this are included in the offer.

The contractor shall ensure order and cleanliness on the construction site. The costs for this, as well as for the cleaning of finished components, are included in the offer.

Intermediate cleaning during the construction phase ordered by the contractor shall be at the contractor's expense.

### Materials, Samples, Disposal

The contractor supplies qualitatively perfect materials that meet the requirements.

If the building owner demands certain materials and/or delivery specifications, the contractor is not obliged to check and issue warnings. The Contractor shall not be liable for defects in work that are a consequence of the demanded material/supplier.

In the case of natural, wooden and concrete products, natural deviations from samples with regard to surface, colour, etc. are possible and cannot be claimed as defects.

The Contractor shall ensure the proper storage and disposal of construction waste.

The costs for the removal and disposal of packaging, sections and remaining quantities of material delivered by the Customer shall be charged to the Customer.

Additional costs arising from project changes made by the client shall be charged to the client. These include in particular changed quantities, staging or product changes.

### Acceptance, Notification of claims, Warranty

The work shall be deemed to have been accepted if a joint acceptance (with or without written protocol) has been carried out by the client and the contractor.

If there is no joint acceptance, the work shall be deemed to have been accepted 1 month after completion of the work.

In any case, notices of defects must be notified to the contractor in a suitable form immediately after they have been established.

The warranty period is generally 2 years from acceptance, but in no case longer than the warranty periods of suppliers and sub-contractors.

Excluded from the guarantee obligation are fillings which have not been carried out exclusively by the contractor or which are higher than 0.5 metres.

Plantings, lawns and meadows are a separate part of the work. The contractor guarantees exclusively for the correct execution of the work and the use of seeds and plants in perfect quality. The guarantee period for plantings, lawns and meadows expires upon acceptance.

If the customer places an order for the maintenance of the construction, the contractor remains in the guarantee obligation for 2 years. The Contractor declines liability for damage caused by weather, natural disasters, external influences (e.g. the condition of the existing soil, inadequate care by the building owner, infestation by diseases, fungi or pests, damage by humans and animals, etc.).

Schopfer Gartenbau AG shall be entitled for a period of 2 years after completion to place an advertising board in a clearly visible place.

### **Usage, Maintenance**

The client ensures the correct and appropriate use and maintenance of the work. Damage due to lack of knowledge in this regard does not constitute a case of warranty.

### **Remuneration, Payments**

Orders for materials and other expenses which become useless due to a change in the order by the building owner are to be compensated.

Changes in quantities of more than +/- 15 % may result in unit price adjustments.

The execution of work in several stages, which is ordered by the building owner, can lead to an increase in the rate of the installation package.

Invoices are payable within 30 days, strictly net, without any deductions. A default interest rate customary in banking will be charged for late payment. Other payment terms and types of payment by arrangement.

The delivered goods remain the property of Schopfer Gartenbau AG until full payment of the invoice credit balance.

### **Standards, legal jurisdiction**

Unless otherwise agreed - and not otherwise regulated in these General Terms and Conditions - the relevant SIA standards shall apply.

Place of jurisdiction is Thun BE. The legal relationship is subject to Swiss law. The German form of the General terms and conditions is decisive.