

1. Scope

- 1.1 Our general terms of sales, delivery and assembly shall apply and be binding for any and all customer relations in all areas.
- 1.2 Terms and conditions of our business partners shall not become content of this contract when an order is accepted. As a matter of course, any and all collateral agreements and / or different agreements must be in writing.

2. Offer / price adaptations

- 2.1 Unless stated otherwise in the offer, offers shall be valid for one month.
- 2.2 At the offer stage, Krieger shall not be required to inspect construction sites.
- 2.3 Offers are based on the conditions outlined in the tender as well as the technical requirements of the service specifications. Should amendments be made retrospectively, prices shall be adapted.
- 2.4 Should special requirements and difficulties arise that have not been listed in the service specifications, item / unit prices shall be adapted accordingly.
- 2.5 Offers are based on conventional semi-finished products. Custom-built items not specified in the offer may affect item prices and delivery times.
- 2.6 For division into lots, Krieger reserves the right to adapt item / unit prices.
- 2.7 Item numbers listed are to be seen as parts with the same dimensions and the same specifications. Amendments will lead to price corrections.
- 2.8 Unit prices are for the production of a production as per service description. Work on other construction sites is not included.
- 2.9 Should the amount produced and assembled differ from the amount listed in the offer, a lower or higher total price shall apply.
- 2.10 Krieger must be informed of delivery in stages. Krieger reserves the right to charge independently for any and all additional expenses incurred.
- 2.11 Package offers shall apply for the amounts and variations as outlined in the service specifications. Amendments will lead to price corrections. (SIA 118, currently valid version)

3. Terms of payment

- 3.1 Unless agreed otherwise in the order confirmation, the price is payable as follows in accordance with the specifications:
 - 3.1.1 Payments on account are invoiced in accordance with the progress of construction. Such payments must be made within 10 days.
 - 3.1.2 The remainder of the payment shall be payable after the final invoice and in accordance with the agreements outlined in the order confirmation.
- 3.2 All other invoices are payable within 30 days. Once the due date of the invoice has passed, default interest shall be charged.

4. Specifications of items / units / amounts

- 4.1 When comparing offers, the customer shall be obligated to point out any considerably lower unit prices likely to be a result of transcription errors and / or calculation errors and to give Krieger the right to correct these.

5. Delivery times / placing an order / amending an order

- 5.1 Delivery times shall apply from an order being placed and after agreement regarding execution thereof.
- 5.2 Production plans to be approved must be checked within 2 working days, and these must be signed off

and returned. Failure to do so will mean that deadlines cannot be guaranteed.

- 5.3 Orders placed verbally and work offered later shall only be executed once the order has been placed in writing.
- 5.4 Use and risk shall be transferred to the customer when the goods leave our factory.

6. Warranty

- 6.1 In the event of defect from work contracts, the currently valid version of SIA 118 shall apply.
- 6.2 Unless agreed otherwise, a warranty of 24 months shall apply to all products from the date of delivery. Said warranty shall be valid as long as the goods have been used for their intended purpose and have been assembled correctly and unless a third party has become involved. Unless agreed otherwise, warranty services shall exclusively be carried out at Krieger's domicile. Consumables are not covered by the warranty.
- 6.3 No entitlement to liability or warranty shall apply to constructions that have been refused yet have been forced.
- 6.4 In the event that construction work should be demanded that does not meet the standards or the safety requirements for persons, Krieger reserves the right to withdraw from this part of the work contract.
- 6.5 Minimal damage that has occurred during assembly and that is up to 0.5 % of the painted surfaces, shall be rectified on location. No such damage shall serve as a justification for new paintwork.
- 6.6 Should the surface of the object be galvanised:
 - 6.6.1 The surface of galvanised units may be uneven and irregular. This is no reason for complaints, and neither is this a defect.
- 6.7 Should the surface of the object be galvanised and also powder-coated:
 - 6.7.1 The surface of galvanised units may be uneven and irregular. Such unevenness and irregularities may still be visible after the coating process. This is no reason for complaints, and neither is this a defect.

7. Planning / scheduling

- 7.1 Once the order has been placed, a schedule is being drawn up and the order of partial delivery shall be set.
- 7.2 The production plans shall be submitted for approval, and minor amendments are made free of charge only once.
- 7.3 Said production plans shall remain the intellectual property of Krieger.
- 7.4 Krieger reserves the right to have planning work carried out by a quality third-party business.

8. Production / assembly

- 8.1 Krieger works in accordance with valid standards and guidelines typical of the industry.
- 8.2 Requirements from the authorities, static and constructional requirements must be announced or determined by the customer.
- 8.3 Should production be according to theoretical values, then the customer shall be responsible for the adherence to the appropriate dimensions on the construction site.
- 8.4 Krieger reserves the right to have assembly work carried out by a quality third-party business.

9. Public works

- 9.1 Public works shall be charged as per Krieger's currently applicable charges for public works.
- 9.2 Any and all discounts, cash discounts, and fixed rates for piecework shall not apply to public works.
- 9.3 As a matter of course, public works are only carried out by staff adequately qualified for the work to be carried out.
- 9.4 Public works ordered by local construction management shall be binding for the customer.

10. Acceptance / partial acceptance

10.1 Partial deliveries are accepted in stages.

11. Additional provisions / place of jurisdiction

11.1 SIA standard 118 (general conditions for construction work, currently valid edition) shall apply to the execution of the work.

11.2 Should no tolerance be noted on the sketched, pieces shall be produced in accordance with Krieger's own tolerances.

11.3 The place of jurisdiction shall be Krieger's domicile.

11.4 In any event, the interpretation of these terms and conditions shall be the original version in German and not the French or English version.

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(This version replaces all previous versions)

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