

Terms and Conditions of Sale, Delivery and Installation

1. General

- 1.1 The following Terms and Conditions apply as a supplement to the 1977 edition of the SIA 118 standard, and to the SIA 380/7 (Building Services) specialist standard. From this point onwards, Bruno Piatti AG will always be called the «contractor» or the «supplier».
- 1.2 Whenever the contractor undertakes to provide project, planning or construction management services, SIA Regulation 102 / SIA Regulation 108 will also apply.
- 1.3 These special provisions form an integral component of the quotation and the contract of work. They take precedence over other General Terms and Conditions, and standards.
- 1.4 The Sale of Goods law in accordance with the OR (the Swiss "Obligationenrecht" or code of obligations) will apply in the case of the supply of materials, together with any appropriate warranty terms that are different from the law governing contracts of work (identified specifically below).

2. Quotation and quotation documents

- 2.1 A quotation made by the contractor will be binding for 90 days, calculated from the date of the quotation.
- 2.2 The contractor's quotations, drawings, descriptions, samples and contract specifications will continue to be the property of the contractor. The recipient is only entitled to use the above-mentioned quotation and contract documents for the purposes of the contract. If the contract is not awarded to the contractor who has submitted the quotation, all the documents that were handed over must be returned to that contractor.
- 2.3 Designs, quotations, samples and other proposals from the contractor may not be copied, reproduced or re-used without consent.
- 2.4 Payment must be made on the basis of cost or a percentage fee for any particular detailed project planning work in the specification, by agreement. The fee will not apply if the contract is subsequently awarded to the contractor, but only if this proviso has been explicitly agreed in advance.
- 2.5 Payment must be made at cost for any sample units or dummies larger than hand-sample size that are supplied for functional or aesthetic assessment.
- 2.6 In particular, the contractor must be provided with information in accordance with SIA 118 Art. 5, 6 and 7 about:
 - the technical requirements according to the recommendations of the professional associations regarding the materials to be used and their surface finishes, the structural arrangements (noise reduction, fire prevention, heat insulation, etc.)

3. Payment for services

- 3.1 The prices of materials and the costs of labour are based on the rates valid at the time of the quotation, according to the overall Swiss sector calculation and collective labour agreements, excluding MWST (VAT).
- 3.2 The per unit prices apply only to the dimensions, quantities and types of execution anticipated in the specification. Art. 86/87 of the SIA 118 will apply to any change of quantity or execution.
- 3.3 Unless any other measurement tolerances have been set out in the specification, the following tolerances will apply:
 - a) For finished dimensions: +/- 5 mm (e.g. exposed concrete or prefabricated concrete units);

- b) For unfinished dimensions: +/- 10 mm (e.g. masonry still to be plastered). Any additional costs caused by non-adherence to these tolerances will be reimbursed to the contractor (interruptions, night work, adjustments, etc.)
- 3.4 Appropriate payment rates must be agreed for any changes (in terms of additional work) to the order. In the absence of any such agreement, the customary rates for the sector in line with the administrative tariff valid at the time the work is carried out will apply.
- 3.5 The prices include the following: For contracts of work - the delivery of the material to the construction site, and its subsequent installation; For the supply of material (under the Sale of Goods law) - delivery free of charge to the valley-floor railway station, or (by agreement) free of charge to the residence/construction site.
- 3.6 The following services are only included in the prices if they are expressly required as such and clearly described in the specification: anchoring plates and rails, reinforcements, brackets, and insulating and sealing work between the work carried out by the contractor and the shell of the building.
- 3.7 The prices do not include:
 - overtime, night and Sunday work arranged by the purchaser.
 - additional expense caused by complicating circumstances that could not have been anticipated by the contractor at the time of the quotation, or were to be clarified by the client in accordance with Art. 5, SIA 118.
 - additional unforeseen costs for travel and accommodation in the event of on-site interruptions to the work.
 - adjustment work resulting from defective, inaccurate plans or crooked masonry that is not to specified tolerance.
 - work involving cutting-through, cut-outs, plastering or bricklaying.
 - security and protective measures for materials or tools in the event that the contractor is not offered a suitable, lockable storage facility on site.
 - protection of the completed construction components against damage and dirt on site, and the removal of such protective provisions:
 - protective measures against the penetration of water and damage caused by corrosion.
 - the removal of snow and building rubble from the workplace, which must be kept accessible and free of rubble and waste while the installation work is undertaken.
 - the replacement and cleaning of fixing elements on site, in accordance with the contractor's designs.
 - Mehrwertsteuer (Value Added Tax)
- 3.8 Building site facilities:

The client has sole responsibility for the provision and supply of electrical energy and water, and for the removal of waste water (SIA 118, Art. 129 to 135).

4. Changes in the prices of wages and materials

- 4.1. Any changes to the collective wage settlement and social benefits provisions that come into force after the contract of work is concluded will lead to a change in the fee. Each wage change of 1% will result in a change of 0.6% in the unit price or the global price.

- 4.2 Fee changes as a result of inflation will be calculated in accordance with the "Verfahren mit Mengennachweis" (the "supporting documents" procedure).
- 4.3 As soon as the contractor is aware of any changes in the price of materials or the collective wage settlements, these will be notified to the client.

5. Working conditions and regulations regarding measurements

- 5.1 In the case of contracts purely for the supply of materials, without installation (contract of sale), the risk is transferred to the purchaser after the goods have been unloaded, without exception.
- 5.2 In the case of contracts of work (including installation), the risk relating to the work is transferred to the client upon handover.
- 5.3 Unhindered access to the building and the installation must be ensured at all times.
- 5.4 The contractor will be provided free of charge (in accordance with SIA 118, Art. 126) with the necessary equipment, building cranes, elevators and connections for lighting and power. The cost of electricity and water will be borne by the client. If these facilities have to be supplied by the contractor, the cost must be reimbursed separately.
- 5.5 A suitable lockable room must be made available free of charge by the client for the installation material and tools.
- 5.6 The site work to be provided by the client must be carried out according to the details and drawings provided by the contractor, without defects and in good time, so that the contractor can carry out his service without delay. Any corrective or additional work, pay for time spent waiting, additional expenses, etc. that arises from the non-fulfilment of this condition must be reimbursed separately.
- 5.7 Detail and design drawings will only be produced in accordance with the specifications set down in the contract after the order has been awarded. Unless there are special implementation instructions, this will be in line with the contractor's standards. In such case, materials and constructions can be altered by the contractor for the purpose of further technical development, without previous notification.

6. Delivery date

- 6.1 The duty of the contractor to maintain the agreed implementation date is dependent on receipt of the technical details in good time by the contractor. This date must be precisely fixed in the contract of work. If the purchaser is late, the contractor has a right to demand an appropriate extension to the relevant deadline.
- 6.2 Any delays caused by failure on the part of the client to provide the (client-side) preliminary and parallel work will be fully at the cost of the purchaser, and a new deadline will have to be agreed with the contractor. However, if the agreed date is postponed, we expect notification from you at least 17 working days before the beginning of the first deadline agreed above. We would advise you that we will invoice costs of CHF 15/day and kitchen for storage if any un-notified postponement of deadline lasts more than three days.
- 6.3 If any change to the order necessitates a modification to the contractual delivery period, the contractor has a right to an appropriate new deadline.
- 6.4 If the contractor is delayed in the implementation of the work, the contractual deadlines must be extended by an appropriate amount. The purchaser must grant the contractor a period of grace; the right to withdraw

from the contract may only be invoked after this period has ended.

7. Administrative work

- 7.1 Administrative work and expenses will be invoiced on the basis of daily reports.
- 7.2 Travelling time will be invoiced as normal working time, without any overtime supplement.
- 7.3 In the absence of any other definition of the rates of pay, the Swiss master-carpenter association's administration rates and the calculation details set by the Switzerland-wide association for the contractors in the sector (e.g. the Swiss Baumeisterverband (SBV) etc.) will apply.

8. Payment terms

- 8.1 Unless otherwise agreed, payment terms in line with SIA 118, Art. 141 to 155 will apply, with monthly progress payments in accordance with the work carried out by the contractor.
- 8.2 Administrative work will be invoiced monthly. The invoices will be payable pure net within 30 days of the date of the invoice (without rebate or discount) and without any retention of funds.
- 8.3 In the event of payments not being made in accordance with the contract, a default charge will be levied on the amount due for payment, at the same level as the interest rate for first mortgages charged by the local cantonal bank.

9. Handing over the work

- 9.1 After the work has ended, the contractor will demonstrate the completion of the work or the self-contained sections of the same to the client. Handover will take place in accordance with Art. 157ff, SIA 118.

10. Guarantee

- 10.1 The provisions for rights arising from product defects and duties will apply in accordance with SIA standard 118. In particular, the contractor will have the right of repair.
- 10.2 From 1st Oct. 1995, Bruno Piatti AG has provided a guarantee of 5 years (previously 2 years) on furniture. The guarantee conditions provided by the relevant manufacturers apply to any appliances.
- 10.3 Exclusions to the guarantee include the following: faults that have happened as a result of excessive levels of humidity or heat during the construction works, or incorrect handling, or defects that were alleged following the intervention of third parties.
- 10.4 Only those guarantees that are provided by the supplier/sub-supplier will apply to mechanical, electrical, electronic, pneumatic or hydraulic components such as drive motors, control systems and door closing mechanisms, as well as to glass supplies and surface finishes. No responsibility will be accepted for consequential damage caused by the supply of such materials.
- 10.5 After handover, the contractor's security bond will be provided by a works-based or insurance-based bank guarantee.

11. Place of jurisdiction

The proper place of jurisdiction will be determined in accordance with SIA standard 118, Art. 37.

Bruno Piatti AG
 Küchenzentrum Dietlikon
 Riedmühlestrasse 16
 CH-8305 Dietlikon
 Tel. +41 44 835 51 11
 Fax +41 44 833 07 41
 info@piatti.ch
 www.piatti.ch