

# General Terms and Conditions of Business of SIPU Kunststoffböden GmbH

## I. Validity of the General Terms and Conditions of Business

These General Terms and Conditions of Business shall only be included in the contracts of the SIPU Kunststoffböden GmbH if the contractual partner of the SIPU Kunststoffböden GmbH is a company (§ 14 BGB). These conditions do not apply to consumers (§ 13 BGB).

## II. Exclusion of all other terms and conditions

Any general terms and conditions of the contractual partners of the SIPU Kunststoffböden GmbH shall not be included in a contract with SIPU Kunststoffböden GmbH and shall also not apply even if the General Terms and Conditions of Business of the SIPU Kunststoffböden GmbH do not contain any or even one opposing provision and also cannot be used for the interpretation.

## II. Technical requirements and quality structures

For the execution of the work, the SIPU Kunststoffböden GmbH is to provide the following at the construction site:

- Waste container
- 220 V and 380 V power connection (fuse 32 A)
- At least 15 C° ambient and floor temperature

This offer is based on an existing customer floor slab at the construction site produced of a minimum grade of concrete C 30/37 or floor screed CT C 35.

The surfaces to be treated must be protected against rear moisture penetration, the subfloor must be able to bear loads, dry (residual moisture CM measurement <4%), clean and absorbent. Liability-impacting residues must be removed.

The basis shall be standardised subfloors in terms of DIN 18365.

We do not assume any liability for damages which result from moisture from the subfloor. The surfaces must be made available in a cleared and swept condition.

Safety measures on existing machinery and sensitive installation parts must be carried out by the customer at the construction site for warranty reasons.

Any unevenness in the surface of plastic coatings which becomes visible through light rays are allowable if the size tolerances of DIN 18202 Note 5, Table 3, Line 3 are complied with.

The offer is based on a coating which is applied to the floor subsequently. A light colour selection in the wear layer can lead to yellowing with permanent UV radiation exposure.

A colour deviation from the RAL shade applied can occur with subsequent layers as a result of the ageing process.

## III. Price information and hourly wages

For agreed hourly wage work, the following prices apply:

Foreman's hours 48.60 euros per hour

Worker's hours 41.72 euros per hour

Workers helper hours 36.80 euros per hour

All of the prices quoted above or otherwise by SIPU Kunststoffböden GmbH do not include the value added tax valid at the time of the acceptance.

We shall calculate services provided which must be done on a weekend or a holiday by adding the legal operating surcharges to the portion of the wages at the quoted m<sup>2</sup> unit price.

Offers are valid 3 months from the offer date. They are calculated on the basis of the amounts and object information provided by the contractual partner to SIPU Kunststoffböden GmbH. The work is so calculated that it can be done within a continuous time period.

Unless explicitly stated otherwise, all offers are unit price offers which are billed according to the calculation of the amount of work performed.

Offer and bills of quantities do not contain any flat rates, detailed flat rates or functional scopes of services without explicit labelling.

Cash discounts are not permitted either through the General Terms and Conditions or through any common usage and only apply exclusively then if this has been separately agreed in individual cases whereby the condition for each cash discount is not only the timely payment but also the complete payment.

#### IV. Place of jurisdiction

As far as the contractual partner of the SIPU Kunststoffböden GmbH is a merchant, legal person under public law, or a separate estate under public law in terms of § 38 ZPO, the exclusive place of jurisdiction for all disputes also for compensation claims against SIPU Kunststoffböden GmbH is the court which is locally responsible for SIPU Kunststoffböden GmbH. Otherwise, each agreement by a court which is not competent regarding the General Terms and Conditions of the contractual partners of SIPU Kunststoffböden GmbH or an inclusion of the German Construction Contract Procedures (§ 18 Para. 1 VOB/B) is expressly excluded.