

In connection with the issue of the offer and order
valid from 01.09.2013 until revoked

Offer conditions & contract for work on material

Offer conditions:

Offer valid for:	30 days
Payment conditions:	50% when the order is made, 50% when supplied ex works (A-Trader with individual conditions)
Delivery period:	Insofar as nothing else is noted: 8 weeks from receipt of the payment upon issuing the order
Surface treatment:	Inclusive
Design Plan:	Inclusive
Packaging:	Inclusive
Transport/Delivery:	not included, provided that nothing else is provided in the offer (according to the offer from the shipping Trader)
Transport insurance:	included in transport offer (we only ship insured goods)
Installation:	Not included, provided that nothing else is provided in the offer

Bank details:

Bank:	Tiroler Sparkasse, 6020 Innsbruck
IBAN:	AT752050303301067389
BIC:	SPIHAT22XXX
Account holder:	Dade Design „concrete works“ GmbH, Eduard-Bodem-Gasse 5, 6020 Innsbruck
UID Nr:	ATU69380804
EORI Nr:	ATEOS1000066835
Firmenbuch Nr:	426342z

Product data sheet:

Our product data sheet with care instructions is an integrated part of this agreement.

Extract from the data sheet:

*Irrespective of the chosen finish, the nature of the surfaces is subject to natural variation. Small pores and surface markings, minute cavities and colour deviations or shrinkage cracks are no cause for concern that warrant complaint, but rather - just like knots and rings in wood - they are part of the individual appearance of the material. **Each piece of concrete is unique.***

It is imperative to avoid permanent stress to the concrete panels due to moisture of any kind, as the coating will otherwise be damaged and irreparable stains may form. E.g, damp cloths should be removed from the work surface after use. The bases of items such as glasses, pots, vases or similar that are placed on the kitchen worktop, must be dry or placed on a coaster.

Surface treatment: We will be happy to provide you with a concrete sample in order to define the surface treatment suitable for you (dade coating).

Contract for works and materials

Object: The Orderer commissions the Trader with the production of the works according to a separate agreement and product data sheet.

Works price: The works price is a lump-sum price according to the offer.

All services required for the production of the cement elements according to the contract are included in the works price. This includes in particular:

- a) all material costs
- b) all work hours

Not included in the works price and to be paid separately by the Orderer are all services not defined in the contractual basis, as well as all additional costs which are caused through changes requested by the Orderer which were made after the order was created. Such additional expenses will also be invoiced per delivery and are to be paid with the total price when supplied ex works. Working hours will be charged at 150 CHF.

Retention of ownership: Until full payment of the work price, the work remains the property of the Trader (retention of ownership in the sense of Art. 715 ZGB [Swiss Civil Code]). The Trader is entitled to register in the register for the retention of ownership in the domicile of the Orderer.

Delivery deadline: The Trader is obligated, unless otherwise agreed, to deliver the concrete elements within 8 weeks from receipt of the payment.

He reserves the right to postpone the deadlines as a result of force majeure or requests for changes made by the Orderer.

The delivery of the concrete elements is made ex works in 9450 Altstätten.

Guarantee:

The Trader gives a guarantee for the construction. The guarantee period amounts to two years from the day risk is transferred. The following are excluded from the guarantee:

- surfaces (see also product data sheet)
- colour changes (see also product data sheet)
- damages as a result of improper use
- normal signs of wear

The Trader is obligated to remedy defects subject to the guarantee free of charge. The Trader has the right to remedy the defect through full or part replacement of the item concerned. Any other guarantee (in particular rescission and reduction of price) is excluded.

Possible damages during transportation, delivery and assembly are to be carried by the customer. The contract for work and materials is based exclusively on the proper provision ex works.

All other guarantee rights will be waived to the extent permissible by statute.

Upon delivery, the Orderer must check the concrete elements for possible defects in the presence of the Trader, or respectively the Supplier.

Possible defects must be reported at the latest 7 days after the delivery/supply in writing, with photos attached. If defects appear later which were also not recognisable upon supply/delivery, the Orderer must report these to the Trader immediately. The defects then be remedied as quickly as possible. Defects which would have had to be discovered with proper diligence can no longer be claimed later.

Risk assumption:

The works are to be handed over to the transport company by the Trader.

The Trader carries the risk of possible destruction or possible depreciation of the product ordered, until this is handed over to the transport company, or it delays on acceptance.

Transportation insurance:

The Trader is entitled to conclude transportation insurance.

If the Trader makes use of his claim, the Orderer carries the costs for transport insurance acknowledged according to the offer.

Incoterms clause: Delivery is made DAP (Delivered At Place / not unloaded and duty-free) in accordance with the Incoterms 2010, provided that nothing else is provided in the provisions of this contract.

Final provisions: With the transfer of the payment, the Orderer accepts this works delivery contract. The product data sheet and care instructions are an integrated part of it.

The provisions of the UN CISG are waived.

Should a provision of this contract be or become invalid or unenforceable, the remaining provisions of this contract remain unaffected by this. The Parties agree to replace the invalid or unenforceable provision with a provision which, from the point of view of the Parties comes as close as possible to the economic objective connected with the invalid or unenforceable provision. A loophole in the contract is to be closed in the same way.

This contract is subject to Swiss law.

The exclusive court of jurisdiction is Altstätten SG.

Yours sincerely
Dade Design AG