

General Terms and Conditions for Deliveries and Services - dated 11.2018

A. General Provisions

1. Scope of Application

1.1 Factual Scope: the following terms (“**terms and conditions**”) apply to all and any offers, deliveries, services (including the preparation or assignment of corporeal or incorporeal deeds or goods of any kind), assembly, repair and service works, which Systembau Horst Babinsky GmbH Fabrikstrasse 14, 83371 Stein, Germany (hereinafter referred to as “**SHB**”) offers to their customers, as far as no other arrangements have been agreed upon between SHB and the respective customer, including these conditions (“**contract**”).

1.2 Personell scope of application: These terms and conditions only apply if the customer is a legal person of public or private law, is a separate property regulated by public law or is any other person or body of persons which acts within its commercial or independent professional function (“**contractor**”) upon contract formation.

1.3 Deviating Arrangements: Deviations from these terms and conditions require written consent by SHB. Deviating conditions by the customer are contradicted as far as SHB have not given express consent in written form. Such consent or acceptance only apply to the individual case, and not to former or future deliveries or services.

2. Contract formation

2.1 Realisation of contract: Tenders, offers and any other documents that SHB provide are always nonobligatory, nonbinding and merely contain the invitation to submit offers through the customer, as far as they are not expressly marked as “obligatory”. A contract formation based on such documents is only valid upon written confirmation by SHB, or upon receipt of a downpayment by a customer expressly confirmed in writing by SHB, or upon execution of a service by SHB. SHB reserves a period of time of 2 (two) weeks for issuance of a order confirmation.

2.2 Customer’s auditing duty: Eventual discernible inaccuracies in SHB’s order confirmations concerning the customer’s tender or order document specifications must be reported by the customer in written form immediately, at the latest within 24 hours upon receipt of the order confirmation.

3. Contractual basis

3.1 Contractual basis: As far as no deviating arrangements have been agreed upon between SHB and the customer, and as far as nothing else arises from these conditions, the following are the contractual basis, listed in succession and ranking:

- written order and written order confirmation, respectively a contractual document concerning the order;
- Specification of services
- order checklist by SHB with relevant data and on site requirements;
- Construction Tendering and Contract Regulations (“VOB”), parts B for German Construction Contract Procedures; for all other services the respective relevant regulations of the German Civil Code (“BGB”) apply, as far as no other arrangements have been agreed upon;
- these terms and conditions.

3.2 Non-binding nature of other information: Mere information and/or advice by SHB are not part of the owed scope of services, which means they are non-binding and do not justify liability, unless the specification of services suggests otherwise or the parties have agreed otherwise in written form.

4. Documents, Intellectual Property

4.1 Protection of documents: technical documents, tenders, drawings, plans and calculations which are submitted to the customer by SHB within the scope of order negotiations may not be used for any other purpose, duplicated or made available to third party entities. Property rights, intellectual property rights and other rights to such documents are reserved to SHB. In the case that a customer uses such documents without being entitled to do so by SHB, SHB has the right to claim immediate return of these. All other further claims by SHB, especially those to omission and indemnity, remain reserved.

4.2 Reservation of Property Rights: The customer's right to the usage of copyrighted goods, especially inventions, technical improvement suggestions and/or other output related to the product – irrelevant whether these are patented, design patented, utility patented, branded or otherwise copyrighted or whether these display a trade secret – (collectively referred to as **intellectual property**), is limited to the customer's contractual usage of the contractual deliveries and services and is solely determined by the contract. All other rights to intellectual property of SHB remain reserved.

5. Plans / Shop Drawings

5.1 Performance prerequisites for plans / shop drawings: plans and calculations based on stated measurements are only part of SHB's owed services if SHB took site measurements themselves and SHB was in a position to take measurement of all site dimensions. In all other cases, plans / shop drawings and calculations based on stated measurements are not part of the contractual scope of services of SHB and SHB does not assume liability for the accuracy and completeness of these – irrelevant as to who took these – unless the parties agree otherwise in written form. In this case SHB does not assume liability for eventual shortcomings of deliveries and/or services that are based upon incompleteness of plans / shop drawings and/or calculations based upon specifications.

5.2 Site measuring: The preparation of a site measuring by SHB is only part of the contractual scope of services if the parties have agreed so in written form.

5.3 Customer's auditing duty: It is the customer's duty to immediately verify any site measurements taken by or calculations issued by SHB (especially for any obviously deviating measurements that do not meet circumstances on site). No claims or rights from faults which are based on mistakes in plans / shop drawings and/or calculations by SHB, which could have been identified upon proper completion of the customer's duties set forth in foregoing **sentence 1**, can arise.

6. Delivery Dates and Lead Times

6.1 Liability of Dates and Terms: Delivery dates, i.e. a particularly set time of delivery is/are only binding if these have been consent to "obligatory" in written form by SHB.

6.2 Delivery and Service Prerequisites: A liability by SHB due to transgression of committed delivery dates and times, respectively, is excluded if the transgression occurred due to the customer's insufficient fulfilment of their respective duties encompassing the requirements set forth by SHB in order to enable SHB to complete deliveries. It is the customer's duty to confirm the prerequisites for deliveries and services set forth ("Fundamentals and Prerequisites for Installation" as per **annexes 1 and 2**) in writing to SHB.

7. Prices, Adjustment of Compensation, Transfer of Risk upon Dispatch of Goods

7.1 Pricing: As far as no other arrangements have been made, the prices quoted by SHB are to be understood "Ex Works" – EXW (Incoterms 2010), excluding packing, plus lawful VAT, stated separately on the day of issuance of the respective

invoice. SHB is in charge of dispatch, packing and insurance at the customer's cost, as far as nothing else is agreed upon.

7.2 Adjustment of Compensation: In case more than 12 months lie between contract formation and delivery date, SHB reserves the right to adjust the agreed compensation (written notice) when and if the procurement costs of SHB rise after contract formation and prior to dispatch of goods to the customer. In this case the customer is entitled to rescind from the contract within a period of 1 (one) week upon receipt of the written increase note by SHB.

7.3 Transfer of Risk upon Dispatch of Goods: When goods are dispatched as per customer's wish, then the risk of accidental destruction and accidental degradation transfers to the customer once the goods are dispatched to the entity assigned with the delivery, at the very latest however when the goods leave the premises/warehouse. This applies regardless whether the dispatch of the goods is done to or from the place of fulfilment and irrelevant as to who bears the freightcost. It is hereby made clear that the regulations set forth in this **subparagraph 7.3** only apply to goods and/or components that have not (yet) been installed, as well as for deliveries and services by SHB which are no construction services in the sense of German Construction Contract Procedures ("VOB"). §7 of the VOB remains unaffected.

8. Terms of Payment and Payment Delay, Offsetting

8.1 Terms of Payment: The terms of payment stated in the order confirmation or invoice apply.

8.2 Offsetting: Offsetting of cost against counterclaims by the customer are only permissible if the underlying counterclaims are undisputed or have been legally decided.

9. Claim for security through the customer

SHB is entitled to claims for security even if the agreed and not yet preformed compensation incl. pertaining secondary claims, that are assessed at 10% of the compensation amount that is to be secured, are not services in the sense of § 650a BGB (German Civil Code) for the building, renovation, removal or redecoration of a building, of an outdoor facility or parts of it. The regulations of § 650f BGB (German Civil Code) apply respectively. In case SHB is to perform services in the sense of § 650a BGB (German Civil Code) for the building, renovation, removal or redecoration of a building, an outdoor facility or parts of it, SHB has the right to claim securities as per the regulations of § 659f BGB (German Civil Code).

10. Retention of Title

10.1 Secured claims: Until full payment (drafts must have been accepted and redeemed) of all open claims in their entirety by SHB towards the customer, regardless of their legal cause (referred to as “**secured claim**” hereinafter), have been effected, the goods (“**goods subject to retention of title**”) remain the property of SHB, as far as they do not become an integral part of a parcel of land as per § 946 BGB (German Civil Code). Especially also the claim to agreed compensation as well as all and any claims that stand in connection with the deliveries and services by SHB, as well as all claims concerning installation, servicing and repair works, are part of these secured claims. Upon open account, the account balance claim by SHB represents the secured claim.

10.2 Risk of Loss: The risks of loss, wear and tear or damaging of the goods subject to retention of title lies with the customer. The customer is obliged to insure the goods subject to retention of title at their reinstatement value under comprehensive cover and liability protection, namely with the stipulation that the rights from said insurance lie with SHB. All claims by the customer arising from the insurance contract are hereby assigned to SHB. Insurance payments are to be utilized in full for the reconditioning of the goods subject to retention of title. In case of total loss, the insurance payments are to be utilized to achieve clearance of the secured claims. Surplus appertains to the customer.

10.3 Regulations, impairments: The goods subject to retention of title are to be treated with care. Any relocation, any impairment of the goods subject to retention of title, especially damages, as well as any interference by third parties with the goods subject to retention of title and/or the ceded claims (collectively referred to as “**secured goods**”), in particular seizure, are to be reported to SHB in writing immediately. The customer is obliged to carry the cost of all measurements undertaken in order to achieve indemnification of the secured goods from the rights of third parties. Dispositions of the secured goods, especially pledges and chattel mortgages, are out of order.

10.4 Release of secured goods: As far as the feasible value of the entire secured goods (which are assessed at 2/3 of their nominal value, insofar as no party proves a deviating feasible value) exceeds 110% of the entire secured claims (the “**excess security limit**”), SHB is obliged to devolve the portion exceeding the excess security limit to the customer upon request.

11. Completion of construction services and acceptance

11.1 Acceptance modalities: Acceptance (§640 BGB – German Civil Code) of construction services by SHB is effected upon completion of the contractual item on site, that is at the location of install which the parties have agreed for the contractual item to be installed at, by means of the customer's signature or their representative, respectively. The installers present at the place of fulfilment of the contractual item are to be regarded as authorized representatives of SHB, entitled to call for the customer to accept and carry out acceptance together with the customer. Calling upon the customer for acceptance is carried out on site without the need for any further formal acceptance calling by SHB. If the parties agreed otherwise than stipulated in foregoing **sentence 1**, namely a particular other acceptance date, then acceptance is carried out at such date.

11.2 Notional acceptance: Any period for acceptance stated by SHB upon completion of the construction services is qualifies as just if this period is at least 6 (six) working days long. If the customer does not refuse acceptance within this period and with at least one flaw, the service by SHB is considered to be accepted. The regulations stipulated in §12, subparagraph 5 of the VOB/B (German Construction Contract Procedures) remain untouched.

12. Right to storage in case of install delays caused by customer

In case the agreed delivery or installation dates must be postponed due to reasons arising from the customers risk area, the customer is obliged to state new delivery or installation dates to SHB which lie maximum 10 days after SHB's receipt of notice of the new delivery or installation dates. If a delivery or installation date is delayed by more than 1 (one) day due to reasons arising from the customers risk area, SHB is entitled to store the ordered goods at a location of choice by SHB and at the customers expenditure. The expenditure of storage to be covered by the customer totals to fifty (50.00) € per day per 10 (ten) square meters. Further claims remain reserved by SHB. Moreover it is pointed out that the regulations stipulated in § 6 of the VOB/B remain untouched.

13. Claims from faults in construction services, statute of limitations

13.1 Liability for defects: The regulations stipulated in the VOB/B apply for the liability for defects of construction services and their solution.

13.2 Statute of limitations of claims for defects: For the limitation of claims concerning construction services, the regulations of §13 VOB/B apply, whereas services concerning **GlassFloors** are limited to 10 (ten) years beginning on the date of acceptance and services concerning **Squashfloors** are limited to 5 (five) years beginning on the date of acceptance. For claims concerning defects in **game lines** or

defects in **LED game lines and their respective electric components**, a limitation of 2 (two) years applies. For claims concerning equipment and amenities for the production of Squashcourts, which SHB obtains from third party entities, meaning **electronics, electric appliances and ventilation units**, the limitation of 1 (one) year applies, whereas SHB assigns potential claims for defects of these appliances and units by other manufacturers to the customer.

Concerning fraudulently concealed faults, malice, gross negligence, an indebted injury of life, limb or health of a person, or guarantee of quality, as well as for legal recourse, the legal period of limitations at the very least applies.

14. Implementary regulations and prerequisites for installation

14.1 Customers duties to perform: the installation of SquashCourts and GlassCourts as well as GlassFloors and any other floors by SHB compellingly implies that the prerequisites set forth in **annexes 1 and 2** of these terms and conditions, concerning the prerequisites and installation requirements on site, that is at the place of installation, are met. The creation and maintenance of the installation requirements as per **annexes 1 and 2** is within the customers' duty to perform. This also applies to the customers potential duties to collaborate, especially in such cases where SHB deems these essential in the course of performance of the services. To this extent, **annexes 1 and 2** are non-conclusive.

14.2 The regulations set forth in **§ 6 VOB/B** remain untouched.

15. Applicable Law, Place of Fulfilment, Place of Jurisdiction et al

15.1 Applicable Law: The contractual relation between SHB and the customer underlies the jurisdiction of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15.2 Place of Fulfilment: Place of fulfilment for deliveries and services by SHB which are no construction services in the sense of VOB, is SHB's place of business.

15.3 Place of Jurisdiction: For all disputes arising from or in relation with the contract or these terms and conditions, the courts in Traunstein, Germany, are solely cognizant.

15.4 Written Form: All declarations and notes to be made as per this contract or these terms and conditions are only valid in written form, whereas transmission in a textual form (e.g. fax or e-mail) is also deemed as valid. Textual form also observes the proprieties in such cases where as per these terms and conditions written form is required. Oral declarations of SHB employees are only obligatory upon written confirmation by SHB.

15.5 Partial Nullity: Should one or more regulations of the contract or of these terms and conditions be declared null and void or unfeasible, then it is irrevocably presumed that the effectiveness of the remaining regulations remain intact.

B. Further Terms

For such deliveries and services by SHB, which are not construction services in the sense of VOB, the following terms add to the general terms and conditions set forth in part **A**:

16. Material Defects and Defects of Title

16.1 Fundamentals: SHB reserves the right to make customary alterations concerning setup and design of the deliverables. In case of potential material defects or defects of title of deliverables, the customers rights regulate themselves exclusively as per the legal provisions after stipulation of these terms concerning material defects and defects of title warranties by SHB. Guarantees of quality require an explicit declaration by SHB in any case. An independent manufacturer's warranty which is added to the goods does not pose a guarantee of quality in case of doubt. The deliverables are solely intended for entrepreneurial commerce. A legal right to redress is hence excluded.

16.2 Limitations: The customers rights in case of material defects or defects in title are excluded insofar as the deliverables are only negligibly deviating from the stated quality features and/or the aptitude of the deliverables for the owed use is only negligibly impaired. SHB reserves the right to choose the means of supplementary performance(s). SHB is not obliged to supplementary performance(s) as long as the customer is behind with fulfilment of a contractual obligation. IF SHB fails to make use of his right of choice within a reasonable period of time set by the customer, this right is transferred to the customer. SHB reserves the right to 2 (two) supplementary performances – even in case of service contracts – unless this is infeasible for the customer in individual cases. The cost for supplementary performances is only carried by SHB on the basis of transport from and to the original delivery address. If SHB provides supplementary performances the customer is obliged to returning faulty deliverables and must compensate benefits of use.

16.3 Duty to Inspection and Objection: The customer is obliged to inspect deliverables promptly upon arrival and to notify /object on any deviations, especially faults, transport damages, quantity deviations or delivery of other than the ordered

goods (collectively referred to as “**delivery deviations**” hereinafter). In case of transport damages, a damage protocol must be issued. This damage protocol is then to be sent to SHB promptly. If the customer does not object obvious delivery deviations gathered upon just inspection of the deliverables upon delivery, these are considered as approved as delivered. The objection is expressly no longer regarded as promptly if it is presented later than 14 days upon delivery. Latent defects are to be reported to SHB in written form immediately upon their discovery.

16.4 Exclusion of Rights: The customers rights concerning quality defects and defects of title are excluded as far as the defect is traceable to the customer applying the deliverables (a) for another cause than the one it is intended for as per the contracts regulations or against the legal terms or the guidelines issued by the manufacturer or treats the deliverables inappropriately, faultily or negligently or (b) without written consent by SHB (i.) allows staff to install, service, edit or alter the deliverables who are no trained installers delegated by SHB, or (ii.) uses it together with other materials and/or accessories that are have not been expressly declared as apt for such usage by their manufacturer. The customer is obliged to indemnify SHB of all and any claims of third parties that have arisen from such misconduct, as well as compensate SHB for any hereof arisen damages. The customers rights concerning defects of title are furthermore excluded as far as they relate to rights that only apply outside the country, into which the deliverables are shipped, outside of the European Economic Union and outside of Switzerland and as far as the customer does not cede the defence to its full extent to SHB as well as awards all necessary credentials to SHB. Moreover the customer cannot claim liability for defects claims if he is aware of the flaw at the time of contract conclusion or grossly negligently is unaware of these, unless the flaw is fraudulently concealed by SHB or SHB has given a guarantee of quality concerning the flaw.

16.5 Manufacturer’s Warranty: Insofar as the manufacturer of the deliverables issues a manufacturer’s warranty (the “**warranty**”), this warranty solely acts on the warranty terms by the manufacturer (the “**warranty terms**”) which have been handed to the customer together with the offer on the deliverables or upon request. The terms of these terms and conditions concerning material defects and defects of title claims by SHB remain untouched by the warranty. SHB is not held accountable for the fulfilment of eventual warranty claims of the customer towards the manufacturer.

16.6 Statute of Limitations: customers claims concerning flaws of deliverables expire by limitation (a) after **two years** for **newly produced** deliverables, and (b) after **six months** for **used** deliverables. Upon expiry of the agreed limitation period, the legal right of withdrawal also expires. The legal limitation period however remains intact when claims are made concerning deliverables which were used according to their customary usage in construction and their flaws have caused defects, as well as when these defects have been fraudulently concealed, intently, grossly negligently or have caused indebted injury of life, limb or health of a person or a guarantee of quality as well as for legal recourse. The legal regulations apply to the period of the beginning of

the limitation period. In case SHB undertakes supplementary performance(s) to deliverables, this does not lead to a new start of the limitation period of the customers rights for flaws concerning the corrected deliverables (including potential replacement or spare parts) or the subsequently delivered objects. These rights rather expire unscathed of the supplementary performance(s) with the legal, remaining expiration period of the corrected or replaced deliverables, provided that the limitation period ends no sooner than three months after completion of the supplementary performance(s) or the refusal of further attempts to provide supplementary performance(s).

17. Limitation of Liability

17.1 Limitations of Liability: A contractual or non-contractual liability for compensation on behalf of SHB only applies if the damage is the result of gross negligence or malice. For intended injury to life, limb or health of a person, SHB is held responsible also upon ordinary negligence. Furthermore SHB is also held responsible for ordinary breach of a substantial contractual obligation, however limited to the amount of property losses, which SHB should have foreseen as potential consequence of contract breach upon contract formation. Substantial contract obligations are such obligations, whose fulfilment enable the duly execution of the contract as well as attainment of the contract cause in the first place and to which adherence the customer is entitled to rely on consistently in terms of content and purpose of the contract. SHB's liability in terms of material defects and defects of title in relation with deliverables that were provided free of charge such as e.g. demonstration products, is limited to malice, gross neglect and fraudulently concealed defects. Stipulated limitations of liability in the contract or in these terms and conditions also apply to potential liabilities of SHB's bodies, employees or subcontractors.

17.2 Product Liability: Potential product liability claims remain entirely untouched by the foregoing limitations.

17.3 Statute of Limitations: Legal statutes of liability apply to damage claims, unless the claims are based on a flaw. Then the statutes of liability set forth in **paragraph 16.6** apply.

17.4 Onus of Proof: An amendment to the onus of proof is not established by the regulations set forth in this **paragraph 17**.

18. Delays in Delivery

18.1 Prolongation of terms of delivery: In case of force majeure, the term of delivery and services by SHB, which are no construction services in the sense of VOB (German Contract Contract Procedures), is prolonged appropriately. Among these in particular are acts of God, mechanical breakdowns and other operational disfunctions, especially industrial actions such as strike and lock-out, as well as the

occurrence of other unpredictable impediments to delivery, as far as these are not advocated by SHB.

18.2 Self-supply: Correct and timely self-supply rights remain reserved.

18.3 Partial Deliveries: partial deliveries are admissible unless the partial fulfilment of the contract is infeasible to the customer. Partial deliveries may be invoiced separately and are then payable as per **paragraph 8.2**.

18.4 Lump-sum loss arrangement: Should the customer not accept deliverables without being rightfully entitled to do so, SHB is entitled to rescind from the contract and demand compensation upon a set grace period of 2 (two) weeks. In this case, SHB is entitled to claim indemnity in the amount of 5% of the compensation upon rescinding, unless the customer can prove that SHB has either not suffered any or only a considerably less damage. SHB expressly reserves the right to claim fulfilment instead of rescission or to claim the actual loss instead of the lump-sum loss, which in this case is to be proven by SHB.

Annex 1 to No. 14 of the General Terms and Conditions for Deliveries and Services by SHB “Basics and Prerequisites for Installation” of SquashCourts and GlassCourts:

1. Requirements for court installations by SHB

a) Obstacle-free delivery for 28 ton trucks and trailers as well as articulated lorries with a length of 20 metres is presumed.

b) The delivery entrance of the building at which the installation is to be done must be hard-surfaced and enable passage for a 28 tonne lorry.

c) The unfinished floor in the area of installation must be level and hard-surfaced in such a manner that a forklift or other machinery with a weight of at least 1.5 tonnes can move about unhamperedly.

d) The building opening must be at least 2.8 m high and 1.6 m wide to enable inbringing of the squash wall elements. Access at ground-level must be ensured. A corresponding loading ramp (steel scaffolding) in height of the corresponding storey must be erected in case delivery is to be made into another level than ground-level. Dimensions: 2.5 m wide and 7 m long

Loading capacity for use with installation machinery: 500 kg/sqm. The loading ramp must correspond with the respective Institution for Statutory Accident Insurance and Prevention.

It is pointed out that in case of glass wall breakage a potential replacement delivery to the place of installation of the courts must be possible – access height at least 2.3 m. This condition must be taken into account during planning.

e) The place of court installation must be free of stored construction materials or other tools upon delivery of elements. Installation by SHB can only be carried out if no other trades are occupied at the same location at the same time. Upon insertion of the silicon gap, the surface may not be used for at least 48 hours.

f) It is the customers obligation to ensure constant prevailingness of the following temperature and air humidity conditions on site:

installation start: min. +10° C and a relative air humidity of max. 80%

coating of walls: min. +13° C room temperature as well as surface temperature of walls to be coated and a relative air humidity of max. 75%. Mind air circulation!

g) Inbringing of site tools ought to be conferred with SHB (ventilation units, etc.).

2. Customers further duties to collaborate

The customer is obliged to provide site power supply (230V/400V) for installation at his expenditure. The customer is obliged to ensure room lighting of at least 350 Lux is provided upon coating of squash walls.

3. Moveable wall electronics / Court electronics

Upon installation of moveable walls or court electronics the customer must provide the required electronics installations (plugs) as per SHBs specifications. Note: no site power supply!

4. Day rooms

The customer provides a day room for SHB installers where they may reside during breaks, as well as the possibility of use of welfare facilities.

5. Flooring installation

a) Surface evenness of unfinished floor for installation of parquet floors as per DIN 18202, line 4, though deriving from this, only minus-tolerances are accepted. Floor construction of parquet as of finished floor level: 7 cm. It is the customers duty to ensure that the cutting check, relative to FFF parquet in the court area, can be reviewed on site together with an authorized representative of SHB prior to commencement of the install.

b) It is the customers duty to ensure no humidity can arise from the substructure. If the vapor barrier is laid onto raw flooring, layout of the material must be parallel to the glass back walls, after installation of the squash courts.

c) Upon inbringing of the parquet it is assumed that the rooms are ventilated and heated. An air humidity value of 65% may not be overstepped and a room temperature of at least 15° C must be maintained.

Annex 2 to No. 14 of the General Terms and Conditions for Deliveries and Services by SHB “Basics and Prerequisites for Installation” of GlassFloors

1. Requirements for GlassFloor installations by SHB

- a) Surface unevenness of unfinished floor as per DIN EN 18202, line 2 (max. 15 mm unevenness at a length of 10 m). It is however desirable to achieve lesser evenness tolerances. The subfloor may not pose a sloping level.
- b) Minimum build-up of the aluminium substructure averages at 120 mm. It is the customers obligation to ensure that prior to installation commencement the cutting check, relative to the top edge of the GlassFloor, can be verified together with a duly authorized representative of SHB and that the precise build-up level of the GlassFloor is set out in writing, so that a smooth connection to existing floors or thresholds can be achieved.
- c) prior to installation start by SHB, the subfloor must be barred from arising humidity by the customer.
- d) Obstacle-free delivery for 28 ton trucks and trailers as well as articulated lorries with a length of 20 metres is presumed.
- e) The delivery entrance of the building at which the installation is to be done must be hard-surfaced.
- f) The building opening must be at least 2.8 m high and 1.6 m wide to enable inbringing of the elements. Access at ground-level must be ensured.
- g) The unfinished floor in the area of installation must be level and hard-surfaced in such a manner that a forklift or other machinery with a weight of at least 1.7 tonnes can move about unhamperedly.
- h) A corresponding loading ramp (steel scaffolding) in height of the corresponding storey must be erected in case delivery of GlassFloor elements is to be made into another level than ground-level. Minimum width of the loading ramp is set at 2.5 m. The loading ramp must meet the requirements of the respective Institution for Statutory Accident Insurance and Prevention.
- i) It is pointed out that in case of glass panel breakage a potential replacement delivery of new glass panels to the place of installation of the GlassFloors must be possible – access height at least 2.3 m. This condition must be taken into account during planning.
- j) The installation work presumes that the static conditions as well as the construction itself are unchanged upon installation start and especially do not pose amendments compared with the prevailing conditions during order placement, and which consequently would pose a significant impact to the installation of the floor.
- k) The place of GlassFloor installation must be free of stored construction materials or other tools upon delivery of elements and installation start.
- l) It is the customers obligation to ensure constant prevailingness of the following temperature and air humidity conditions on site:

installation start: min. +10° C and a relative air humidity of max. 65%. Upon application of the silicon gaps, a room temperature of 18° to 20°C must be maintained.

m) the construction of a potential subfloor heating must be carried out dimensionally stable.

n) Inbringing of site tools ought to be conferred with SHB (ventilation units, control cabinets, distributors, etc.)

2. Customers further duties to collaborate

a) The customer is obliged to provide site power supply (230V/400V) for installation at his expenditure. The customer is obliged to ensure room lighting of at least 350 Lux is provided during installation.

b) The customer is obliged to provide a crane or fork lift with sufficient capability for the offloading of all GlassFloor parts free of charge to SHB.

c) For determination of factual finished site dimensions, location must be free of materials, tools and other appliances from foreign trades. The surface must be broom-swept and dry.

3. Day rooms

The customer provides a day room for SHB installers where they may reside during breaks, as well as the possibility of use of welfare facilities.