

	Terms and Conditions of Delivery Tuchschnid AG	F31.17/2-02/17 Seite 1
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Unless expressly agreed otherwise, the following are the primary applicable Terms and Conditions of Delivery, and the secondary applicable terms and conditions are those of the SIA, the Swiss Association of Architects and Engineers. These Terms and Conditions of Delivery are an integral part of our bid. Deviations from these Terms and Conditions of Delivery shall only be deemed valid if specified in the signed contract.

- Bids** These are binding for the dates specified therein or in the event of immediate confirmation. If the order is not issued within 30 days, we reserve the right to reassess the delivery dates and prices. Documents included in the quotation, such as drawings, brochures, etc., are deemed to be approximations only, unless expressly declared as binding. Our order confirmation or the order itself shall serve as the basis of the works contract.
- Delivery deadlines** These commence on receipt of the written order confirmation or order, signed by the ordering party, and on finalisation or handover of all materials required for technical processing. Amendments to the work drawings, or a delay in the approval thereof in excess of six days, or any delays caused by sub-contractors, will result in a corresponding extension of the delivery deadline. For outdoor construction work, periods of continuous bad weather may also result in delays, in particular in the case of frost during the installation of glass, insulation or sealing materials. All delivery deadlines may be subject to delays caused by unforeseen events, such as strikes or other instances of force majeure, as well as to the retention of an agreed partial payment. Failure to meet delivery deadlines for the above-mentioned reasons shall not entitle the ordering party to compensation claims, or to cancellation of the contract. In principle, any entitlement to a contractual penalty in this regard is excluded.
- Material prices and wages** Our price quotation is based on the purchase price of materials and wage rates valid on the issue date of the bid. Any changes in these cost elements shall be billed accordingly, to the extent that they affect the services performed. All wage increases applied shall be based on the wage index of the Employers' Association of the Swiss Engineering and Metalworking Industries.
- Base coats on steel parts** Steel parts will be supplied ex works with a base coat consisting of a first-class anti-corrosion paint applied to the pre-cleaned surface of the respective parts. The surfaces of steel parts that come into contact with mortar, cement or masonry will not be treated with a base coat. The primer must not be exposed to weather or construction dampness for extended periods. Within a maximum of three months after application, it must be reworked by the Principal and protected by a top coat. Failure to comply with this requirement will make any claims regarding the base coat null and void. If delivery of the steel parts cannot be carried out on the agreed date, no liability will be assumed for the base coat during any period of temporary storage.
- Responsibilities of the Principal** Works to be provided by the Principal include:
- Marking of the high level points and the escape and lower level points of the main axes at all points relevant for the construction phase, prior to construction start.
 - All masonry works such as punching and casting of stud holes, casting of column bases and anchor points, as well as extension works, preparation of connection points for extensions to existing structures.
 - Erection, adjustment and removal of all indoor and outdoor scaffolding required for our installations, as well as assumption of crane costs for metal construction works and subcontractor works.
 - Power supply and connections for welding works and for the operation of assembly equipment, machines and, if required, heating systems.
 - Requirements for outdoor installations include heavy goods vehicle access directly to the installation location and sufficient storage space, and in the case of steel installation works, a level construction site on firm ground suitable for the use of truck-mounted cranes.
 - Secure room in a central location for storing tools and incidental materials, with a toilet for installation staff.
 - Clearing of snow and construction debris to maintain installation site access.
 - Measures to protect light alloy components from damage during the construction phase, site clearing on completion of construction, incl. disposal of protective materials and cable protectors.
 - Protective measures for fabrication facilities, installations and sensitive components in facilities already in operation.
 - Protective scaffolding or railings mandated by public authorities or site management.
 - Fire-prevention measures, particularly for welding or incineration operations.
 - Construction site lighting for night work.
 - Insulation and sealing fitted between our delivered components and the main structure.
 - Openings for blinds, as well as guides, mounting holes and brackets.
 - Additional costs of temporary storage in the workshop or onsite, for which the site management is responsible.
 - Inspection of materials used by sub-contractors for their works.
 - All works not clearly specified in the tender documents or which are requested after conclusion of the works contract, as well as supplements, amendments and additional supervision required.
 - Adjustments or amendments to the required scope of work resulting from other contractors' works that were not completed as planned.
 - Preparation of new construction plans due to additional requests by the architect or Principal, or the alteration of existing plans.

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- Materials and bills of materials for building components not supplied by us, e.g. glass, blinds, etc.
- Responsibility for cost of site cleaning, and misc. damages.
- Progressive construction insurance against natural disasters (if such insurance coverage is not taken out, we will not be responsible for uninsured damages of this type).

Site plans and substructures	Unless expressly agreed otherwise, all of our products are manufactured to plan in accordance with the documents received, with no subsequent measurement at the construction site. For this reason, all substructures to which our products connect, as well as any indicated openings, must all be executed precisely as specified in the plans. Additional measurement work required will be billed at cost.
Plan approvals	The Principal will receive two copies of the final plan, one of which must be signed and returned. Any additional plans required will be billed at the Swiss Blueprint Association rates. Charges we incur for amendments to approved plans shall be reimbursed at cost.
Documents	Projects, project calculations and execution drawings, samples and other materials shall remain our property and must be returned upon request. They may not be used for construction projects without our participation, nor may they be made available to competitors.
Transportation	Unless delivery terms are agreed as free-delivery to a construction site, the risk is for the account of the receiving party. The ordering party is also responsible for proper storage. Packaging materials are to be returned to us free of charge.
Installation	It is required that all installations should be allowed to be completed without undue interruption and during normal working hours. If an interruption is necessary, the additional costs, incl. the maintenance of the installations, will be billed accordingly. Preparatory work should be carried out by the Principal in such a way that our installation staff are not hindered in their work. If our installation crew are deployed too early, or if the preparatory work is not properly completed, thereby causing delays, the Principal will be billed accordingly, at standard force account work rates. The relevant plant regulations shall apply to transportation of glass, interim storage and deployment.
Approvals	All installations must be approved by the ordering party immediately on delivery of the goods or on completion of the installation; this must be confirmed to the installation crew on request. The benefit and risk of the goods passes to the ordering party on delivery to the construction site.
Payment terms	Order value up to CHF 20,000.00 within 30 days of invoicing. Order value more than CHF 20,000.00 unless otherwise stipulated in our quotation, instalment payments should be made as follows: 30% on order placement 30% when goods are ready for shipment or at the start of installation 30% following delivery or according to construction progress in monthly instalments for orders less than CHF 200,000.00 or 35% for orders over CHF 200,000.00 10% or 5% final payment within 30 days of receipt of final invoice. Invoices will be issued when installation is complete; in the case of shipment only, upon dispatch of the goods; and monthly invoices for supervisory works. All invoices are due in full within 30 days. If installation or delivery cannot be effected on the agreed dates and we cannot be held responsible for such delays, we are entitled to advance payments of up to 90% of the full amount. The right of construction site management to review invoices does not affect the validity of the payment dates. We reserve the right to impose interest charges on late payments. Any payment discounts granted become automatically void in the event of late payment.
Warranty	Our own products and works are covered by a 2-year warranty, effective on acceptance of the goods or receipt of invoice. For deliveries of glass or mechanical parts, the respective works warranties, or sub-contractor warranties apply. The warranty covers free repair or replacement of parts which are verifiably damaged or rendered unusable as a result of poor materials, incorrect assembly or defective workmanship. Further claims by the ordering party are excluded.
Liability	Our liability for personal damages and material and financial losses is, where permissible by law, limited to the maximum insured amount of our company liability insurance policy.
Overseas Orders	Currency for all orders is the Swiss Franc (CHF.) Bids submitted in other currencies shall only be valid if the currency exchange rate fluctuation between the bid date and the order receipt date does not exceed +/- 2%. Statutory requirements must be available at the time the bid is submitted. Residence and work permits are the responsibility of the Principal. Applicable local taxes and duties (e.g. trade union levies) are not included in our prices.
Place of fulfilment and jurisdiction	Place of jurisdiction for disputes regarding payments and other obligations is Frauenfeld.
Liability	The present version of the Terms and Conditions of Delivery is a translation of the original version in german. As binding applies the german edition.