

**General Business Terms of ASB Systembau Horst Babinsky GmbH**

Valid as from 01 April 03

**§ 1. Warranty**

For completed works we generally grant a guarantee of 5 years. All devices and equipment, purchased from other suppliers, such as electric equipment, ventilation units, electronic devices, etc. carry the individual guarantees of their manufacturers.

The warranty for ASB Squash floors and the walls refers to the construction and the quality of the wood of the respective parquet floor and the walls, not to the signs of wear and tear concerning marking lines, surface and joints, caused by varying air humidity as well as improper maintenance.

No warranty from our side is given for glass damage.

If the basic coating is not from ASB, we cannot grant any guarantee in case of new coating of walls (other than of ASB)

For additional works we have to be granted sufficient time during our normal working hours. The courts must be available free of charge. Should this be denied or additional works have been carried out on the owners own account, we have no responsibility anymore.

**§ 2. Delivery Time**

Force major, riots, strikes, lock-outs and unpredictable accidents or other unforeseen events, also regarding our suppliers, change the determined dates and periods of the delivery and shipping time.

Delays caused by customs, unforeseen accidents or others, or events that cannot be calculated beforehand, are not within our range of responsibilities. Damages occurring during transport are not entitled to any claims deriving from failing to meet the date of completion or to reimbursement exceeding the value of the damaged material.

**§ 3. Floor Installation**

a. The surface of the raw floor for parquet laying must meet DIN 18.202 Part 2 for sport floors (German Industrial Norm), line 4. Only minus tolerances are acceptable. The height of the substructure is minimum 7 cm from top level raw floor.

The exact height of the parquet in the squash court area will be checked together with the local construction supervisor. Tolerances in the height up to 4 cm can be levelled by the parquet substructure. There will be surcharges for such levelling per court and per cm substructure.

b. The client has to see to it that the substructure is sealed against rising humidity. If this is not ensured, the floor laying company has to provide a moisture barrier. There will be an additional charge. If damp-proofing is put onto the raw floor, it has to be made sure that the insulation sheets are laid parallel to the glass back wall, after court installation.

c. Precondition is that before the parquet floor is installed, the rooms are aired and heated, air humidity does not exceed 65 % and room temperature does not go below 15° Celsius. If these conditions are not fulfilled, the parquet floor installation can be refused. The thus caused delay in construction does not lie within our responsibility. Additional costs will be charged.

**§ 4. ASB Movable Wall**

For the installation of an electric ASB Movable Wall, power supply of 3 phase, frequency of 50 Hz (cycles) or 60 Hz (cycles) has to be provided. The power source must be secured for motors with 120 watt. The exact position of the power supply is shown in the ASB drawings.

**§ 5. Preconditions for Court Installation**

a. Access to the site must be given for 28-ton trucks with trailer as well as for lorries with a length of 20.0 m.

b. The road from the point of truck unloading leading up to the building site in which the installation is to take place must be fortified.

c. In the installation area the raw floor must be even and fortified so that a 1,7 ton-fork-lift-truck can move around without hindrance.

d. For bringing the ASB Squash Wall Elements into the building, an opening of at least 2,8 m in height and 1,6 m in width must be provided. This entrance must be on ground floor level.

For the installation of ASB elements at upper floor levels, the client has to provide a suitable loading ramp, platform or scaffolding at the required level. Dimensions: width 2,50 m, length 7,00 m. This loading ramp must comply with the safety regulations stipulated by the respective authorities.

We also want to point out that in case a glass wall becomes damaged you will require an entrance height of at least 2,30 m for bringing replacement parts into the building. Please consider this fact during the planning stage.

e. In case the reinforced concrete ceiling, because of its static construction, deflects more than 1 cm within the area of the glass walls during the period of warranty or later, rectification work at the glass back walls will be carried out at extra charge.

f. At the time of delivery and beginning of installation of the ASB Squash Courts the hall in which the courts are to be mounted must be completely free of all other building material, machinery and other equipment.

g. The client has to ensure a room temperature of at least +10° Celsius when the courts are given their final coating.

h. For bringing in equipment other than squash court parts, ASB staff has to be contacted on site (i.e. ventilation equipment, etc.)

Delays and waiting times during installation, if caused by failure to comply with points 7a - 7h (which are not within our responsibility) will be charged extra.

**§ 6. Co-operative Tasks of the Client**

a. The client has to provide electric power supply at his own costs.

b. The client has to make sure that lighting with at least 350 Lux in the installation area is provided before commencement of wall coating.

c. The client has to provide a crane or fork lift for the unloading of ASB Squash Elements as well as the silicate sand on site.

### **§ 7. Recesses**

If recesses in the ASB Squash Court Walls or in ASB Head Pieces are desired, there will be an extra charge according to the expenses caused hereby.

### **§ 8. Reservation of Property**

Delivery and installation of the material is carried out under reservation of property. The goods will only become the buyer's property when his liabilities from his business relations with us are settled. This is also valid when the price for certain delivery parts, determined by the client, have been paid. With pending invoices the reserved property serves as security for our claims. Payments with drafts or checks are only valid at the time of payment. The manufacturing of the material is carried out by us excluding property rights according to § 950 BGB (German Civil Code), without commitment from our side. The processed property remains ours according to the invoiced value of the reserved goods.

When processed with goods other than ours by purchasers, the new object belongs to us up to the invoiced value of the processed reserved goods in relation to the purchase value of the other processed goods. Apart from that the same applies to the new object as for the reserved goods. In case of resale of the reserved goods the claims of the purchaser are passed on directly to us. This procedure is also valid when the reserved goods have been processed beforehand by our purchaser or when they have been resold to several buyers. The passed on claim remains ours according to the invoiced value of the respective resold goods.

In case the goods are resold together with other goods not belonging to us, be it without further processing or after processing, the transfer is only valid for the amount of the value of goods involved according to our invoice.

### **§ 9. We Reserve the Right to Alter Technical Details**

### **§ 10. Cancellation and Reordering**

In case of order cancellation or reordering by the purchaser, the contractor is entitled to demand, without further proof of the loss, up to 5 % of the total invoice amount plus extra charges as compensation. The purchaser is entitled to prove to the contractor that the respective loss was considerably less or not affected at all. The contractor has the right to ask for compensation of a considerably higher loss if this can be proved.

### **§ 11. Price Restriction**

Prices are generally valid for the time mentioned in the confirmation of order. Prices mentioned in contracts without time limit are valid for a period of four months.

### **§ 12. Delay in Acceptance on Behalf of the Purchaser**

If the purchaser causes delays in regard to the formerly agreed delivery and installation dates, the contractor has to be informed at least 10 days prior to the fixed date of delivery and installation. If these conditions are not fulfilled, the ordered goods have to be stored wherever the contractor decides. The costs for storing the goods are (€ 50,-) per day and per court. These costs will be passed on to the purchaser.