

General terms and conditions of Cobiax-AT GmbH

Scope of services for the offer

Services:

Supply of the plastic hollow bodies and the necessary reinforcement elements (gates or baskets – only S-Line and E-Line) according to the Heinze Cobiax Deutschland GmbH system.

Creation of the necessary installation plans for those ceiling surfaces which are covered with hollow bodies. This is done in consultation with the structural engineer. Advice and training of the structural engineer so that he can create the plans himself or the supply of the plans by Cobiax-AT GmbH is included in the unit price of the elements.

Transport - own position in the offer, not included in the unit price of the products:

Upon request and against a written order (order signature) of the products provided ex works, delivery can be commissioned. An offer sum for the transport service of the elements is shown as a separate item in the offer in the compilation of each variant. In principle, when ordering (commissioning), the delivery is carried out by a freight forwarder to the construction site (unloaded).

The customer can collect the components from the production facilities with his own wagon or freight forwarder in his name at any time.

On-site services:

Unloading the trucks and manipulating them on the construction site. An unloading point and storage area in the swivel area of the crane or lifting device is recommended. The reinforcement bars (S-Line and E-Line) are delivered bundled and stacked, are easy to manipulate and store. The **storage of the hollow body elements** must also be carried out on site. Formwork, reinforcement and concreting work must also be carried out on site.

Pricing according to the valid sales price list:

There will never be a 100% occupancy area with the hollow body elements, since the support areas remain as a solid zone. Experience has shown that the quantity of the area covered with hollow body elements for ceiling spans of up to approx. 10m is approximately 60-75% of the ceiling area; for larger spans, the quantity of the usable areas increases up to 90%. This calculation process (reduction of the unit price) is shown accordingly in the respective valid sales price list in a schematic drawing.

1

The general terms and conditions of Heinze Cobiax Deutschland GmbH and its subsidiaries also apply – these are available on the internet - www.cobiax.com

Supplementary terms and conditions of Cobiax-AT GmbH, insofar as they do not conflict with the terms and conditions of Heinze Cobiax Deutschland GmbH

1. General:

Deliveries, services and offers from Cobiax-AT GmbH are made exclusively on the basis of the above-mentioned or these terms and conditions; We do not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions, unless we have expressly agreed to their validity in writing and must be provided with a stamp and legally binding signature of the documents at least on both sides in order to be recognized.

In this respect, acts of performance on our part do not constitute consent to contractual terms that differ from our terms. These terms and conditions also apply as a framework agreement for all other legal transactions between the contracting parties. Unilateral exclusion of the terms and conditions by the customer as it is often in the form of e.g. last-minute documents as order letters or orders by e-mail or mail are not recognized and do not require further exclusion.

2. Price:

The basis for our calculation is the information or documents on the respective project that can be proven to have been sent to us at the time the offer was made. Quantities from tenders or inquiries are not checked by us and no liability is accepted for them.

The plan or information status is fixed in writing when the order is placed. Plan documents, sketches, protocols, architectural details are not checked on our part for completeness or technical feasibility and no liability is assumed for this. We do not check the structural design of the ceiling structure or the reinforcement information and the client or the structural engineer are fully responsible.

The price basis is always the offer date. The offer is valid for 3 months from this date.

Should wage costs change due to collective agreement regulations or other costs relevant to the calculation or supply of services, such as those for materials, energy, transport, external work, financing, etc., we are entitled to increase or reduce the prices accordingly unless otherwise agreed in writing.

Changes to the contractual provisions and the scope of services as well as the static basis entitle us to adjust the unit prices accordingly.

All prices are net prices. The hollow body modules are delivered to the construction site, unloaded.

Billing is based on the area actually occupied by hollow bodies in accordance with the installation plan or delivery note in EUR / m². Recesses and built-in parts up to a single size of 0.50 m² are measured and not deducted. A return and credit of ordered, but not installed hollow body modules is generally not possible.

Technical processing - drawing up the laying plans:

The basis for the technical processing are approved formwork plans (or laying plans of the precast plant) in dwg / dxf and pdf format including all relevant information about recesses, built-in parts, routes for building services lines, concreting sections etc. as well as a verified structural calculation of the ceilings.

Recesses and built-in parts up to a single size of 0.50 m² are not taken into account in the planning, in the drawing, in the installation plan, nor are they deducted when determining the delivery quantity.

Should there be any subsequent changes (except for test entries) in the installation plan, these will be invoiced at an additional rate of 75 EUR / hour

3. Delivery, transport:

Our sales prices for the hollow body elements are prices ex works (plants in DE e.g. Greater Thuringia).

Unloading, storage and the costs for laying the hollow body elements must be carried out on site. The parts or components supplied by us are manufactured in quantity according to approved execution plans.

Due to the large volumes, temporary storage in the production plant is not possible. "Just in time" production is carried out. The takeover by the customer must be guaranteed in accordance with the agreed delivery dates. The delivery is usually carried out with fully loaded trucks to the construction site, unloaded.

The transport costs are offset according to the effectively carried out transport trips with the respective lump sum according to the valid sales price list / freight zone, which serves as the basis for the offer.

Flawless access for trucks (with a maximum permissible total weight of 38 tons) must be ensured on site and must be guaranteed. Any obstructions caused by overhead lines, weight restrictions, driving bans etc. must be clarified and removed on site before delivery. We accept no liability for damage to access roads.

2

Deliveries are carried out exclusively on the basis of the General Austrian Carrier Conditions (AÖSp) in the latest version. This also includes liability and coordination of appointments.

Traffic-related downtimes of the trucks on the approach routes, which lead to possible delays in delivery, cannot be calculated. Any downtimes or downtimes that may occur on the construction site and the resulting costs cannot be passed on to the contractor due to delivery delays.

The free unloading time of a truck train is 1 hour. For every additional quarter of an hour started, EUR 45 plus VAT will be charged.

4. Delivery time, default of acceptance:

We are only obliged to execute the service as soon as the customer has fulfilled all of his obligations that are necessary for the execution, in particular all technical and contractual details, preparatory work and preparatory measures.

After placing the order, which must take place at least 4 weeks (28 days) before the first delivery, a delivery schedule is drawn up by mutual agreement.

The necessary load details, formwork and reinforcement plans must be provided at least 21 days before the first delivery for the preparation of the laying plans. If the necessary laying plans are drawn up in consultation with the structural engineer, approval must be obtained within 3 days of the transmission of the planning documents or information we have created to the structural engineer or our client. Production only begins or is carried out after these plans have been approved in writing. We accept no liability for delays in the construction process that are due to excessively long runouts or missing information or approvals. Claims for damages and penalties for this reason are not recognized.

The final delivery date or call must be made at least 5 days before delivery, in writing with directions and an authorized contact person on the construction site.

Changes to the delivery dates can only be made by mutual agreement. Should there be construction delays on the part of the customer, this must be communicated in good time.

If the customer has not accepted the goods as agreed (default of acceptance) or if the delivery date has been postponed too late, we are entitled to either store the goods with us, for which we charge a storage fee of 1% of the gross invoice amount per calendar day or at cost and the risk of the customer with an authorized company.

5. Billing mode - payment:

In the current technical documentation, e.g. The technology manual from Cobiax or Quick-Guide shows the area compared per standard element for each type of strip.

Whole strips / modules are always charged. Any waste or residual material remains with the client on the construction site.

The components supplied by us are billed immediately after each delivery in our own invoices. Construction site-related costs for contamination and damage whose causers are not known, as well as proportional deductions for various general costs (building boards, general advertising, electricity, water, insurance, use of toilets etc.) will not be accepted and accepted by us. A cover or liability retention is not used because it is only a material delivery and not a subcontractor service!

If the customer defaults on payment, we are entitled, at our option, to request compensation for the damage actually incurred, reminder fees, debt collection charges and late payment interest at the statutory rate.

6. Warranty, quality, delivery and transfer of risk:

The liability relates exclusively to the processing quality of the reinforcement cages and hollow bodies, but not to the steel quality of the reinforcement cages and the raw material of the hollow bodies themselves. Claims for recourse within the meaning of the Product Liability Act are excluded.

The reinforcement cages and the hollow body can be deformed both by the manufacturing process, by transport and by storage. Dents in the hollow body, slightly different wall thicknesses, discoloration due to solar radiation etc. have no negative effect on the system and do not require any replacement or replacement of the bodies concerned. The construction company is responsible for anchoring the reinforcement cage modules to the lower / upper reinforcement and CobiAx-AT GmbH assumes no liability.

The customer / iron installer is responsible for the correct fastening of the reinforcement cage modules to the static reinforcement / lattice girders. All work on the construction site must be carried out under the supervision and responsibility of a licensed contractor.

Notices of defects must be made in writing immediately, but at the latest within 3 days after delivery, but in any case before the installation of the CobiAx elements and expressly before the concrete is installed, otherwise the goods are deemed to have been properly accepted. Complaints do not release you from the obligation to pay. Complaints received after further processing or installation of the goods will not be taken into account.

7. Place

The place of performance is the domicile of our company in 3500 Krems / Donau.

8. Choice of law, place of jurisdiction

Austrian law applies. The contract language is English. The Parties agree to Austrian domestic jurisdiction. If it is not a consumer business, the competent court at the registered office of our company has exclusive local jurisdiction to resolve all disputes arising from this contract.

9. Data protection, change of address and copyright

The customer gives his consent that the personal data contained in the offer / contract will be saved and processed by us with automated support.

The customer is obliged to notify us of changes to his residential or business address as long as the contractual business transaction is not completely fulfilled by both parties. If the notification is omitted, declarations are also deemed to have been received if they are sent to the last published address.

A patent has been applied for the CobiAx technology. Plans, sketches or other technical documents as well as samples, catalogs, brochures, illustrations and the like always remain our intellectual property, the customer does not receive any rights to use or exploit them.

Important for further project execution - plan distribution:

The installation plans drawn up by CobiAx are coordinated interactively with the structural engineer and approved by him. After approval has been obtained, the plans will only be sent to the construction company / client by email.

The contractor will not participate in a virtual project room / platform for distribution of plans, etc. The data is only exchanged electronically between CobiAx-AT GmbH and the direct customer by email.

Due to the occasion, it is pointed out that the hollow body / CLS structure donors are not waterproof and need not to be! The liquid cement glue sticks to the open joints and any liquid that enters during the concreting hardens just like the concrete body outside the hollow body. If water is present in the hollow bodies after the concrete has hardened, it was either installed beforehand due to carelessness or introduced after drilling through a drilling hole.

The spheres of the E-Line series have a hole that is technically necessary for production. The hollow bodies of the S-Line series have a circumferential horizontal joint between the two half-shells. Depending on the type, there may also be holes on the top or bottom of the hollow bodies.

Material from the CLS series is only strung together and, if necessary, stacked on top of each other. These parts are also not waterproof.

During storage as well as later during or after laying, make sure that no water (ice or snow etc.) penetrates into the hollow body or forms inside.

Damaged hollow bodies must be removed and replaced before the concrete is installed, or if this is no longer possible, the hollow bodies are e.g. filled with PU foam or filled up with concrete straight away.

After the concreting process, the post-treatment of the concrete surfaces must be carried out carefully and for a correspondingly long time according to the applicable guidelines. Particularly at higher outside temperatures during and after concreting or in higher buildings as a result of wind loads on the uncovered top of the ceiling or just because the post-treatment is too short or inadequate, there may be increased cracks on the surface.

In any case, subsequently drilled hollow bodies must be drilled out from below and any water / ice that may be present must be removed from the hollow bodies and then also filled with PU foam or low-viscosity concrete. Warming up the concrete structure, drilling into the underside of the ceiling or blowing out the hollow body are suitable measures for this.

Frost damage due to flaking etc. due to filled hollow bodies are in no way to be charged to the supplier of the products or to be blamed because the hollow bodies must be checked accordingly before or during installation and damaged parts must be treated before concreting as described above.

This can also be found on the Cobiax installation plans and have to be respected without exception.

Further information is available for download at www.cobiax.com

Link to the short film about the system from planning to installation:

[CobiaxImageVideo](#)

Link to the short film about the assembly of the CLS elements on the construction site:

[CLS Zusammenbau](#)

Link to the short film about laying the CLS elements on the construction site:

[CLS Verlegung](#)

Link to the short film about the assembly of the half-shells of the DIY solution (slim line) directly on the construction site:

[SlimLine Zusammenbau auf Baustelle](#)

In the sense of the GDPR, I assume that I received the request for an offer from you, that further information about the system of Cobiax hollow body ceilings etc. is of great interest to you and you would like to be informed about it by email. You can unsubscribe at any time in writing.