

**§1 | WARRANTY**

- §1.a. ASB grants the following warranty:
- 5 year warranty on the construction of the squash courts and playing surfaces
  - 2 year warranty on the marking lines
  - 1 year warranty on all devices and equipment purchased from other suppliers, such as electrical equipment and electronic devices
- §1.b. ASB warranty covers any defects that occur due to non-compliance with quality of the completed work while respecting the operating and maintenance instructions for squash courts.
- §1.c. ASB warranty does not cover:
- glass parts after their installation and acceptance by the Buyer, it is recommended that the Buyer arranges an insurance for the glass parts
  - consumables after their acceptance by the Buyer
  - regular Wear&Tear
  - defects to the structure and surface caused by misuse or improper maintenance defects or damages caused by extensive variations in air humidity

**§2 | DELIVERY TIME**

- §2.a. The determined delivery dates can be affected and changed by force major, riots, strikes, lock-outs and unpredictable accidents or other unforeseen events. Delays caused by customs or above mentioned accidents are not within our range of responsibilities.

**§3 | PRECONDITIONS OF DELIVERY**

- §3.a. If the ASB components are delivered by truck, it has to be ensured that the delivery can reach the construction site without hindrance and stay there during unloading, even under bad weather conditions.
- §3.b. The transport path from the place of discharge to the place of installation has to be hard-surfaced. For squash court elements transport into the building, openings with minimal dimensions of 1,4 × 2,5 m have to be ensured for the complete transport path length.
- §3.c. If squash courts are not installed at ground floor level, project transportation requirements will be adjusted.

**§4 | PRECONDITIONS OF INSTALLATION**

- §4.a. Before the squash courts installation the area of installation has to be ventilated and heated, with the air humidity not exceeding 65 % and the room temperature not falling below 15° Celsius. If these conditions are not met, the installation can be postponed. Any delay does not lie within our responsibility and additional costs may be charged. After the installation the humidity has to be maintained between 30% to 65% and temperature must not drop below 15° Celsius.
- §4.b. Building walls internal humidity must not exceed the maximum allowed value of 3-5%. Maximum allowed value for building floor is 2%.
- §4.c. The building raw floor has to be even, allowed deviations are +/- 10 mm for each 10 m of length. If the deviation exceeds the permitted values, floor leveling can be done by ASB for additional costs. The building raw floor has to be sealed against rising humidity.
- §4.d. If the delivery includes an ASB Movable wall, Buyer has to provide a power supply according to ASB requirements.
- §4.e. A storage for installation material of minimum 40m<sup>2</sup> area has to be provided at site, area has to be clean and dry, with maximum relative humidity of 65% and minimum room temperature of 15°C.
- §4.f. In case of deferred assembly upon client's request and approval a risk of expiry of certain materials may occur (chemical anchors, sealing, coating and similar). These may need to be replaced. The costs associated with the replacement shall be borne by the client.

**§5 | CONCLUDING CONDITIONS**

- §5.a. The Buyer shall acquire the ownership title to the purchased goods only after the payment in full of the total purchase price. If the Seller decides to exercise the right to take back the purchased goods as a result of non-payment of the total purchase price, the Buyer shall be obliged to prepare the purchased goods in their entirety for the Seller at the place and time specified by the Seller so that the Seller is able to collect them, free of any defects and damage and in a condition allowing safe transport.
- §5.b. In case of order cancellation or reordering by the Buyer, the Seller is entitled to demand, without further proof of the loss, up to 5 % of the total invoice amount plus extra charges as a compensation. The Buyer is entitled to prove to the Seller that the respective loss was considerably less or not affected at all. The Seller has the right to ask for compensation of a considerably higher loss if this can be proved.
- §5.c. Contractual price is only valid for three months from the contract (order) signature. Should the delivery and installation take more than 3 months, the contractor is allowed to adjust the final pricing according to the monthly or yearly inflation index. Price change is to be mutually agreed by both parties.
- §5.d. The buyer is responsible for waste disposal and removal, unless defined otherwise.
- §5.e. The seller is not responsible for the final cleaning of the glass back walls.
- §5.f. Technical conditions and a structural slab bearing capacity have to meet ASB requirements.
- §5.g. The client is not allowed to use the squash courts before signing the certificate of completion.