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Marquis AG Kanalservice – general terms & conditions[1]

1. General:

1.1. By concluding the contract, which can be done either verbally or in writing and shall come into force when the work is performed at the latest, the ordering party (hereinafter referred to as the "Customer") unreservedly accepts the contractor's (hereinafter referred to as the "Company") following general terms & conditions (T&Cs). The T&Cs are either printed on offers, reports, contracts, invoices etc., enclosed with them or can be downloaded from the website. The T&Cs shall also apply to additional and follow-up contracts.

1.2. The Company's offer is based on the prices, fees, taxes and charges at the time of its submission and is non-binding until a contract has been concluded. If, after contract conclusion, price increases arise in relation to performing the work, the Company is authorised to pass these on to the Customer.

1.3. The offer, price calculation and planning of the work are based on the documents provided by the Customer or its representative. It is assumed that the drainage systems have been maintained as per the "Operational Maintenance of Drainage Systems" guideline of the Association of Swiss Wastewater Experts" (VSA), are in a proper condition and are easily accessible. Possible deviations that result in additional expenses will also be invoiced to the Customer.

1.4. Unless otherwise agreed in the offer, prices are generally net, excluding VAT. The payment term amounts to 30 days. The Company is free to demand payments on account for work already performed. The Customer has no right of retention for the invoice receivable. The Customer is only authorised to offset if receivables have been legally established and/or recognised by the Company.

2. Work preparation / services provided by the Customer:

2.1. The Customer shall ensure, at its own expense, that the object is properly prepared before the Company starts to perform the work. In particular, the Company shall provide, at its own expense, suitable access routes, the necessary installation spaces, connections such as electricity and water, covers and protective walls, ventilation and aeration systems, any authorisations required (e.g. night-time and Sunday driving permits), and the orientation of settings and abutters for emmissions, particularly noise. The Customer shall also ensure, at its own expense, that there are no potential obstacles when performing the work in terms of water pressure irradiation, in particular that there are no electric cables and underground constructions, or that these have been properly covered. The Customer shall also ensure that there are suitable potential water protection facilities.

2.2. Additional outlays and costs incurred by the Company due to improper preparation of the construction sites or necessary expenses for ventilation and/or aeration, construction site lighting and other SUVA-compliant safety measures (e.g. measures in the event of snow, temperatures below zero, flood risk, rock fall, ground movement etc.) shall also be invoiced to the Customer.

3. Liability:

3.1. It is generally only possible to guarantee that sewer systems are milled out and drilled out without causing damage if the pipes are intact. Poorly laid, highly displaced, damaged or strongly encrusted cables will be handled to the best of the Company's knowledge and ability but without the Company being liable. In such cases, the Company rejects any liability due to damage to the pipes and the consequences of this.

3.2. The drainage systens shall be professionally cleaned using state-of-the art equipment. The Company shall not assume any liability and responsibility without sewer TV monitoring.

3.3. If drainage systems are investigated using sewer TV, the Company must

be provided with relevant documents such as plans etc. in advance. If drainage systems cannot be checked using sewer TV, the Company shall rely on information from the Customer. However, if damage still arises while performing the work, sole responsibility and the obligation to bear the costs shall lie with the Customer.

3.4. No liability shall be assumed for fault locations discovered using a common electronic measuring system for sewer TV systems, as the location precision depends significantly on unknown factors such as pipe depth, live cables, iron cable conduits, steel water pipes, antenna cables and the like, which can strongly influence the measurement precision.

3.5. If the Company has to open manhole covers, flush-mounting covers or flush nozzle covers to perform the work, or remove WCs, washbasins etc., the Company shall not be liable for damage caused to the installations due to their age.

3.6. All contractual breaches and their legal consequences as well as any claims from the Customer, regardless of their legal basis, are conclusively regulated by these T&Cs. Any claims for compensation, reduction, cancellation of the contract or withdrawal from the contract that are not expressly stated are excluded or waived in full as per Art. 100 of the Swiss Code of Obligations – if legally permissible. In no case shall the Customer have a right to the reimbursement of direct or indirect damage (such as consequential damage, production losses, loss of effectivity, loss of orders, lost profit etc.). Liability is also waived in full for damage to drainage systems during milling work, for damage caused by unprofessional and/or deficient preparation of construction sites, for damage from improper removal and coverage of obstacles, for damage from improper application of, or failure to follow, operating regulations, for damage caused by inadequate maintenance, normal wear and tear or other incorrect behaviour on the Customer's part, and for damage caused by the involvement of third parties, force majeure or any circumstances for which the Company is not responsible.

4. Invoicing /scope:

4.1. The work and hourly reports signed by the Customer determine the extent of the work performed. This applies equally to reports in both paper and electronic form. Unless otherwise agreed in writing, the report shall be considered to have been approved and the work accepted once it has been signed by the Customer. All additional services, fees and taxes (e.g. waiting times for which the Company is not responsible, night, Sunday, bank holiday and emergency surcharges, safety material as per SUVA, dirty-work bonuses, disposal charges and authorisation costs, HGV tax, VAT etc.) shall also be invoiced.

5. Various:

5.1. Waste is fundamentally only disposed of in accordance with the Swiss Regulation on Handling Waste (VeVA) and dangerous goods are transported solely as per SDR/ADR. As the Customer hands over the goods for disposal, it shall be liable for all damage, including consequential damage, to personnel and vehicles and to third parties due to insufficient declarations and Information.

5.2. The Company can arrange for the contract to be performed by a third party.

6. Closing provisions:

6.1. Any other conditions from the Customer shall only be valid if, and to the extent that, they have been expressly accepted by the Company in writing. Any changes to these T&Cs must be made in writing. Oral (ancillary) agreements in connection with these T&Cs are non-binding. This also applies to this written form requirement.

6.2. For all disputes, the parties agree that the place of jurisdiction shall be the Company's registered office. However, the Company is authorised to prosecute the Customer at its registered office. Only Swiss material law shall apply, excluding the conflict regulation under international private law.

Füllinsdorf, 01.01.2016

[1]This is a translation of the German "Marquis AG Kanalservice – Allgemeine Geschäftsbedingungen (AGB)". In the event of discrepancies between the two versions, the German version shall apply.

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