

General Terms and Conditions Act from H. Buck Neu- und Betonbau - Constructions

1. General Terms and Conditions Act from H. Buck Neu- und Betonbau -Constructions

Our building contracts are based on the following instructions, with the following order in case of conflicts: In our written or oral work arrangements contract and agreements, the provisions of the building specifications (detailed estimate) including all its performance specifications and technical regulations of the generally accepted rules of technology, together with all DIN requirements. Any conflicting conditions of the client are invalid and will not be accepted, even if this in an accompanying letter refers, or the accompanying letter contains additional explanations. This is especially true for any terms of business and payment terms of the company **H. Buck Neu- und Betonbau - Constructions**, even if we do not explicitly contradict one another. In construction, it is customary to do the construction under § 38, 1591, Código Civil (*award and contract order for works, Part B: General Terms and Conditions for the execution of works, Booth 2008*)

2. Obligations

a) The Company **H. Buck Neu- und Betonbau - Constructions** carry out the tasks on its own Responsibility, with their own personnel and equipment by their own work.

We appoint a responsible officer for the assignment of our staff with appropriate authority and directs the work documents (building plans, tender documents, permits, etc.) from the architect commissioned by the contracting authority or by the receiving company's own architects. The observance of time limits requires that the **client** all documents to be delivered, necessary powers and approvals of plans and building licences, timely supplies and other obligations are met. If these conditions are not met, the deadlines are extended, possibly to the detriment of the client. Force majeure, such as mobilization, war, riot or similar events such as strikes, lockouts, also entitle to reasonable extension of time. The principal confirm that he has gotten clarity self dependent about all the details of the deliverables of the Firma **H. Buck Neu- und Betonbau - Constructions**. In particular, he is informed about the nature of the land (such as not to know of rocky subsoil, that could force the use of additional machinery and equipment, etc.), the object or work, as well as on local conditions and will impart this knowledge to the contractor. Later he can not invoke on error or no knowledge if in retrospect to the detriment of the company **H. Buck Neu- und Betonbau - Constructions** arise complicate actions and thus for the client extra costs.

For works of the company **H. Buck Neu- und Betonbau - Constructions** (contractor), the **principal** has to take over the costs of energy and water at the point of use.

The Company **H. Buck Neu- und Betonbau - Constructions** performs work for private clients, architects and construction companies. Mainly, we build single-, double and multi-family houses. Even oversized rehabilitation of apartment complexes and private houses will be done by us. Our staff consists of professionally trained craftsmen.

The client has to argue his concerns in writing form when he values our orders as rightless or inappropriate, as long as them do not conflict with statutory or regulatory provisions. Particularly, the principal has to give us his concerns in writing form against the proposed method of execution, the quality of our supplied materials and components.

The client has to inform us immediately in writing form when he seems to be handicapped in the proper execution of the service. The client must do everything reasonable to ensure the continuation of works by Messrs. **H. Buck Neu- und Betonbau - Constructions** (such as missing planning permission, etc.). If the disabling circumstance fall away, we must be able to go on with our work as a contractor without further delay.

3. Warranty periods

New building all static components 10 years warranty.

Interior, electrical, plumbing, heating, plaster, screed, tiles, painting, 3-year warranty.

Windows and doors and internal doors 5 years warranty.

Pool construction 10 years warranty.

Pool renovation 5 years warranty.

Roof renovation 2 years warranty.

Refurbishment of buildings 3-year warranty.

Extension and backfitting, bathroom renovation 2 years warranty.

4. Prizes, Addendum contracts, modes of payment

a) During the entire duration of the construction period one can not deviate from the agreed fixed price or unit price or the agreed flat-rate for the specified activity, defined in the respective contract. This does not apply if significant delays occur which are not on the contractor's control may be based. In the framework of our basis for billing the client has to follow our pricing, specifications and specifications of service. If there will be, due to the client, changes in the construction plan or other arrangements made by the client which affect the base of prize for a contracted effort, there will be to agree a new price considering the incremental or redudal costs. (Section 38, Article 1591, Código Civil (= *procurement and contracting rules for buildings, Part B*) If the buyer requires a performance not provided in the contract, the contractor is also entitled to a special remuneration. Our fitters are entitled to settle one's account with the client directly presenting an account of the company **H. Buck Neu- und Betonbau - Constructions**.

Not accepted will be checks of any kind, exchange or promissory notes.

5. Building inspection and completion certificate

With the completion of the work (renovation, new construction, reconstruction, etc.), the company **H. Buck Neu- und Betonbau** – Constructions is entitled to receive an acceptance by the "aparejador" (national acting supervisor or technical expert)! With the approval, the performance had been met, and the client (owner) only can place warranty claims. At least with the acceptance the final payment, advertised in the contract, is due and the burden of proof on the state of work is changing to the detriment of the client (Client).

The completion certificate is a certificate from the expert "aparejadores" which states,

- we manufactured the promised work wholly or partly and
- That neither claimed nor otherwise on a visit to ascertainable defects are present.

The certificate of acceptance is the same like the approval.

Contracts not in writing form or not with adequate description of the performance for the new procedures are not available, since the assessor / aparejador can not determine whether the plant produced or is defective.

6. Rejection of liability for defects notified despite concerns

The company H. Buck Neu- und Betonbau SL – Constructions will be free from liability for defects in the structure if he (the principal) will not advise his concerns about the proposed type of execution against the goodness of the contracting authority supplied materials or components, or against the performance of other entrepreneurs in writing form immediately. Mit dem vorliegenden Schreiben teilen wir dem Auftraggeber mit, dass diese Voraussetzungen für eine Enthftung vorliegen. With this letter, we inform the client that these conditions exist for a release from liability. (Section 38, Article 1591, Codigo Civil)

7. Demand note for late payment of an progress payment invoice

If the client with a payment is in defaulting, the contractor collects a salary for each completed week of delay by 5% each of the price for the part of benefits, which not could be in appropriate operation because of delay.

Provided that the client with a payment is in defaulting, we as a contractor can claim indemnity and interest for late payment from the client according to law. In the progress payment invoice or a similar service establishment with prices we will give a due date of the advance payment requirement (a fixed point of payment is agreed). Will this advance payment not be payed in due time, the client with the end of the day will be in default - without further demand.

The uniform rate of interest for late payments in the amount of 5% applies on the base rate. If in fact a payment of principal is not duly made, the works will be interrupted so long until payment is received from the bank confirming the contractor, unless the client can show of the bank stamped and signed proof of payment to the contractor.

The late payment of the client delayed the construction period, but immediately the following day, the work resumed after the receipt of payment systems.

8. Severability clause

Should individual provisions be invalid or unenforceable, not will affect the remaining provisions. The Parties undertake to adopt a system to ensure that the proposed scheme, while respecting the law and the law comes as close as possible.

9. Jurisdiction

Jurisdiction for both parties is Palma de Mallorca

H. Buck Neu- und Betonbau Constructions

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