

General Terms and Conditions of ORMA AG

I. Prices

For new installations; free site, incl. installation. Installation takes place during our regular working hours Monday - Friday 08.00 to 17.00. If installation work is carried out outside normal working hours, the hourly rate will be increased by the surcharges according to the separate list of rates. No further deductions such as advertising, insurance, construction water, construction electricity, etc. will be accepted.

II. Invoicing of repairs

Repair work shall be invoiced on the basis of the list of rates. Travel time is considered working time. If the repair work is carried out outside normal working hours, the hourly billing rate will be increased by the standard surcharges and a flat-rate on-call fee will be charged.

III. On-site preparation for installation

The installation site must be freely accessible for the installation. When installing door systems, the installation site must be accessible for forklift trucks. On-site conversion work or preliminary work in connection with our installation must be completed by the agreed date. If the structural conditions do not permit simple dowelling or welding, a substructure must be provided by the customer. Otherwise, we will charge for the increased installation work (additional material and welding work, etc.).

IV. On-site services

Pointing and plastering work, putty joints and the relocation of interfering components (water pipes, compressed air pipes, lighting, etc.) in the door area.

door area. The installation is normally carried out by us without electrical wiring, i.e. the wiring of the individual components must be carried out by the customer. If we have been commissioned to carry out the electrical cabling, this work will be done by us. However, the laying and routing of the mains supply line to the switch box as well as its fuse protection according to the circuit diagram, and possibly the mains socket, must always be carried out by the customer. If necessary: Unloading and storage of the doors until installation. For doors that are stored with us, we charge a storage fee from the 30th day. Any lifting equipment such as forklift trucks, scissor lifts (from a working height of 3 metres) or rolling scaffolding must be made available. If the gates are not on the ground floor, a crane or goods lift must also be provided. At the start of the assembly, the metre mark must be available for all gates.

V. On-site acceptance of door systems

At the end of assembly, the doors must be checked for correct assembly and perfect condition. In addition, the setting of the limit switches must be checked for correctness. The gate acceptance is carried out by means of a visa on the inspection record of our fitter. Subsequent journeys will be charged additionally.

VI. Construction delays/staging

In the event of waiting times or interruptions to the installation for which the customer is responsible of more than four weeks, 60% of the scope of delivery will be invoiced, the payment period is 30 days net. The material will be delivered directly to the construction site upon request. Additional expenses for non-calculated staggering will be charged additionally according to expenditure.

VII Delay in delivery

The Seller shall not be responsible for delays in delivery and performance due to force majeure and due to events which make delivery considerably more difficult or impossible for ORMA AG - these include in particular strikes, lock-outs, official orders, etc., even if they occur at the Seller's suppliers or their sub-suppliers - even if binding deadlines and dates have been agreed. They entitle the Seller to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in part on account of the part not yet fulfilled.

VIII. Additional expenses

The price includes up to 2 changes to the control plans. If there are further changes to the plans, these will be charged to the customer or architect at CHF 150.00 per change. The date and the version number will be noted on the control plans by the person in charge. Waiting times, empty runs, work outside normal working hours caused by the customer and changes to the scope of delivery will be charged additionally. If not possible with the door assembly, the following services will be charged additionally: Completion of the electrical installation, separate commissioning, separate acceptance and operator instruction, participation in an integral test, preparation of the SiNa in accordance with NIV, SR 734.27 incl. documentation.

Waiting times, empty runs, work outside normal working hours caused by the customer and changes to the scope of delivery will be invoiced additionally.

IX. Guarantee and warranty

A full guarantee of 2 years is provided for the door systems (Art. 172 SIA 118). The guarantee begins with the acceptance. A full guarantee of one year is provided for the drive, guide rails, control box, stationary control equipment and safety edge. The guarantee begins with the installation of the doors. If operating or maintenance instructions according to the test book and or test protocol of ORMA AG are not followed, if changes are made to the products, if parts are replaced or if consumables are used that do not comply with the original specifications, any warranty & guarantee will be void. Liability for consequential damage is - as far as legally possible - expressly excluded. The warranty covers material and travel costs as well as labour costs incurred due to warranty work, but only up to the value of the installed door. Liability for consequential damage is expressly excluded. We cannot be held liable for damage caused by improper maintenance or servicing. Liability for defects is also excluded if improper modifications have been made or if original spare parts have not been used.

Translated with www.DeepL.com/Translator (free version)X. Maintenance

In the public and commercial sector, building law and occupational health and safety law stipulate the annual safety inspection in accordance with EKAS Guideline No. 1511 of the Federal Coordination Commission for Occupational Safety and the European Safety Standard DIN EN 13241-1, for power-operated door systems. The service intervals depend on the frequency of use and the area of application. The operator is responsible for the safe operation of the door system and must ensure

that the system is inspected and serviced by a competent person at regular intervals. We would be happy to take over the one-off or annual service for you. Our service packages include gate-specific services and we would be pleased to offer these to you. For quotation requests, please contact our scheduling department at + 41 79 38 29 0 41.

XI. Retention of title

ORMA AG retains title to the goods delivered until full payment of all claims against the purchaser existing at the time of delivery or - if the purchaser is not the owner of the goods - until full payment of all claims against the purchaser existing at the time of delivery.

or - if there is a current account relationship with the purchaser - until the balance of the account has been settled.

XII. Place of jurisdiction

In the event of disagreement or litigation, the place of jurisdiction shall be Münchwilen.(CH)

XIII. Offers & quotations

We charge for quotations that require a visit within a radius of 25 km, for the journey, measurement and if it is necessary to produce a drawing, a drawing will be produced and charged. This will of course be deducted from the invoice when the order is placed. If no order follows, this effort will be charged in any case.