

## **Specification of services** **for SquashCourts, GlassCourts and GlassFloors**

### **A.**

#### **Applicable regulations concerning the specifications of services for SquashCourts, GlassCourts and GlassFloors by SHB**

The specification of services by Systembau Horst Babinsky GmbH (hereinafter referred to as SHB) for SquashCourts, GlassCourts and GlassFloors describes the services as per their nature, scope and quality, which SHB is to perform according to the contract made between SHB and the customer (hereinafter referred to collectively as “**the parties**”) concerning the construction of a SquashCourt, GlassCourt and/or GlassFloor. This specification of services is part of the contract between SHB and the customer and adds on to other eventual constituents of the contract between the parties appertaining to the description of services to be performed by SHB.

In case of discrepancies between the provisions of this specification of services and any other stipulations appertaining to the specification of services agreed upon in writing between the parties, the stipulations set forth in that document override this specification of services.

The indications in this description of services are no assurance of properties and in this description of services no guarantees concerning the services to be provided by SHB are assumed, unless something else is clearly set forth in this description of services.

SHB reserve the right to alterations and/or additions to this description of services, if and as far as these merely result in discrepancies in the agreed quantities or quality that lie within the scope of customary quantity or quality tolerances.

In addition to the regulations of part A of this description of services, the regulations for SquashCourts as per subsequent part B apply, the regulations for GlassCourts as per subsequent part C apply, and for GlassFloors the regulations as per subsequent part D apply.

**B.**  
**Description of Services for  
SquashCourts**

- Preparation of site measurements is not part of the service provided by SHB. Should the parties expressly agree upon SHB performing such service, then this service is to be compensated separately and as follows:  
The customer is to cover the cost for accommodation, travels and working hours for the duration of the stay.
- The DIN 18032-2 and friction values as per EN 14904 apply for the sport-physical properties of the squash floor.
- Maintaining a permanent uniform look of markings, joints and grains of the floor are not part of the owed quota, as far as deviations in looks occur merely through usage (including humidity caused by use).
- Re-coating of third-party walls are not part of the contractual scope of services. Re-coating of third-party walls are not part of the contractual scope of services.
- The height of offered plate discs above the squash walls as well as the glass tops are to be understood as of finished floor level.
- Ball bounce sheets to existing exterior walls are not part of the contractual scope of services.
- Inasmuch as recesses in the squash court walls or tops become necessary, the required works are compensated separately as per the actually arisen cost.
- Potentially required moisture-barriers against arising humidity within the customers premises foundations are not part of the scope of services. The additional services are to be compensated separately as per the actually arisen cost.
- In case differing unevenness in the foundations arise for which corrections or height adjustments become necessary, the customer is to compensate the services. These additional services are to be compensated as per the actually arisen cost.
- Waste management cost arising from services performed on site by SHB is to be borne by the customer.

## **C. Description of Services for GlassCourts**

- Preparation of site measurements is not part of the service provided by SHB. Should the parties expressly agree upon SHB performing such service, then this service is to be compensated separately and as follows:  
The customer is to cover the cost for accommodation, travels and working hours for the duration of the stay.
- The *DIN 18032-2* and *friction values as per EN 14904* apply for the sport-physical properties of the squash floor.
- Maintaining a permanent uniform look of markings, joints and grains of the floor are not part of the owed quota, as far as deviations in looks occur merely through usage (including humidity caused by use).
- Potentially required moisture-barriers against arising humidity within the customers premises foundations are not part of the scope of services. The additional services are to be compensated separately as per the actually arisen cost.
- In case differing unevenness in the foundations arise for which corrections or height adjustments become necessary, the customer is to compensate the services. These additional services are to be compensated as per the actually arisen cost.
- Waste management cost arising from services performed on site by SHB is to be borne by the customer.

## **D. Description of Services for GlassFloors**

- Preparation of site measurements is not part of the service provided by SHB. Should the parties expressly agree upon SHB performing such service, then this service is to be compensated separately and as follows:  
The customer is to cover the cost for accommodation, travels and working hours for the duration of the stay.
- The *DIN 18032-2* and *friction values as per EN 14904* apply for the sport-physical properties of the glass floor.
- Maintaining a permanent uniform look of markings, joints, and surface of the floor are not part of the owed quota, as far as deviations in looks occur merely through usage (including humidity caused by use).
- Potentially required moisture-barriers against arising humidity within the customers premises foundations are not part of the scope of services. The additional services are to be compensated separately as per the actually arisen cost.
- In case differing unevenness in the foundations arise for which corrections or height adjustments become necessary, the customer is to compensate the services. These additional services are to be compensated as per the actually arisen cost.
- Waste management cost arising from services performed on site by SHB is to be borne by the customer.
- Natural colour deviations in the MultiSports floor, arising from colour differences of the glass and pigment deviations of the colour coating on the back, which are within the reference sample, are unavoidable and do not constitute grounds for complaint.