

# General terms and conditions

## Green Roof



EINFACH FUNKTIONELL BEDACHT

General terms and conditions for green roof apply in addition to our general terms and conditions:

1. The technical data and descriptions in our product information or advertising materials and technical data sheets, as well as information provided by the manufacturer or his assistants as per § 434 para. 1, sentence 3 BGB (German Civil Code), do not constitute quality or durability guarantees for the goods supplied by us, unless this information has been stipulated in a separate covenant.

Identified relevant use of the goods in accordance with Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) does not represent either an agreement of the corresponding contractual nature of the goods or a presumed use in accordance with the contract.

2. In the event of any delay, our liability for damages shall be limited in accordance with the provisions of Clause VIII. 1-5.

3. We shall be entitled to make partial deliveries and render partial services within the agreed delivery and performance lead-time provided that this is acceptable for the Customer.

#### **4. Transfer of risk, transport and packaging costs**

4.1. Shipment shall always take place at the risk of the Customer or Consignee, even if the prices have been agreed to be carriage free or free construction site. We shall not be obliged to insure the goods. If the Buyer runs into default in accepting delivery or in delay in fulfilling obligations, the risk of the accidental loss, destruction or deterioration of the goods passes to the Buyer. The same shall apply in the event of a violation of other cooperation obligations. If we carry out loading and/or unloading and/or transportation on the basis of individual contractual regulations, these shall be carried out on the basis of the General Terms and Conditions of the Forwarders (ADSp) or the Carriers who deal with the respective loading or transportation. Claims for damages against us can only be asserted to this extent only in case of malicious intent or gross negligence. Unless otherwise agreed, the prices are quoted delivery free destination including the costs for standard packaging, not unloaded, with the complete loading equipment.

4.2. If packaging different from the standard packaging is used at the customer's request, this will be charged at cost price.

**4.3.** If the goods are dispatched on euro pallets, these shall be invoiced; if the euro pallets are returned carriage paid in an undamaged condition to one of our works/delivery warehouses, they shall be reimbursed by a credit note with a deduction of an individually agreed handling fee.

**4.4.** Possible lorry-crane self-unloading shall take place at the expense and risk of the Customer.

**5.** In the event of the defective goods delivery, we shall, at our choice, only be obliged to make improvements/repairs or to deliver faultless goods (subsequent performance). If we are not prepared or in a position to provide subsequent performance, especially if this is delayed beyond the date set for it due to reasons for which we bear responsibilities, or if subsequent performance fails in any other way, the Customer shall be entitled, at his discretion, to withdraw from the contract or demand a price reduction. A subsequent repair shall be regarded as having failed after the second attempt, unless the failure is attributable to the nature of the thing itself or to other circumstances. Provided that the Customer has suffered damages or futile expenses due to defective delivered goods, our liability for this shall be governed by Clauses VII.1, VIII. 1 to 5 and IX.

## **6. Care and maintenance instructions for green roof Urbanscape**

### **6.1. After the first installation:**

After the installation, care must be taken to ensure sufficient moisture penetration into the layer structure, especially during the growth phase. If large imperfections occur, they must be reseeded. If the vegetation has largely rooted through the Green-Roll growing media, it should only be watered during periods with particularly low precipitation. To enable optimal rooting in case of new installations the starter fertilizer with our Urbanscape long-term fertilizer should always be fundamentally applied.

### **6.2. Irrigation**

After the first year irrigation is only necessary in exceptional cases, such as extreme drought or exposed locations. This means without significant precipitation Premium Systems with 40mm Green-Roll should be penetratingly irrigated after 5 weeks. For Standard Systems with 20mm Green-Roll should be penetratingly irrigated after 3 weeks without significant precipitation. The plants for extensive greening are usually adapted for drought conditions and possess a high regeneration capacity.

### **6.3. Fertilization**

After the starter fertilizer has been applied, fertilization should be regularly carried out. For this purpose our Urbanscape long-term fertilizer should be used. The application rate is about 30 g/m<sup>2</sup> and is limited to 1-2 fertilizations per year. If the leaves of the sedum plants change colour before June, this is usually a sign of nitrogen deficiency. Then fertilization should be applied.

### **6.4. Weeding**

Undesirable weeds (e.g. tree seedlings) should be removed at least once a year. Attention should be paid to the removal of the plants with strong rhizomes as they, with respect to the experience, can be highly dangerous for roof waterproofing.

### **6.5. Checking roof drains and fringes**

Roof drains should be annually checked and cleaned if needed. Rooting of the vegetation into the inspection chamber must be prevented. The roots must then be removed without damaging the waterproofing or the root protection membrane. The free inflow and outflow of excess water into the drainage systems must always be guaranteed. In order to prevent the rear roots from covering attics, light domes and the like, the gravel belts of the fringes should be kept free of vegetation.

### **6.6. Safety instructions**

The maintenance and care of extensive green roofs usually involves stepping into areas with an immediate risk of falling. These are areas which are located less than 2 m to the roof edge. Therefore dangerous areas must be identified right at the beginning of the roof works (if necessary after hazard analysis) and appropriate safety measures should be specified. If collective safety measures (e.g. firmly installed railings) are not enough, suitable rope protection can also be used. However, operating with special rope protection requires an appropriate training course on the subject of Personal Fall Protection Equipment (PPE) in accordance with BGI 515 (Trade Union Information). The executive contractor is primarily responsible for observing the relevant regulations.