



water, wellness & fun.

GENERAL CONDITIONS PROCUREMENT CONTRACT

4. BURDENS AND EXCLUSIONS

Charged to the BUYER:

- All burdens indicated, none excluded, in this contract and in the relevant attachments.
- The Customer will provide the Contractor with all the information concerning the works referred to point 2) useful for their realization in according to the requests.
- All the formalities related to obtaining the authorizations required by the laws in force, in relation to the intended use of the pool wanted by the Customer, must be carried out only by the Customer, excluding any responsibility of the Contractor.
- The Customer will also provide, at his own expense, to enclosure the yard in order to ensure the safety of goods, materials and equipment deposited therein and to provide a dry room equipped with a suitable key lock for deposit tools, electrical equipment and valuable goods.

The custody obligation assumed by the Customer remains for the preservation of the same structures waiting to be definitively installed.

The Customer, who is the guardian of the aforementioned artifacts, will indemnify the Contractor for the loss or deterioration of the artefacts and of the equipment on site.

The Customer will provide for the implementation of fire prevention measures at the construction site as well as for the safety of the workers and works and for environmental protection during the period of work, as well as the installation of lighting temporary and the signage of the construction yard and everything provided in observance with D.Lgs. 81/08 and related updates. The Customer must deliver to the Contractor (where necessary and provided) a copy of the Safety and Coordination Plan of the site and anything else provided by the laws in force on security within 10 (ten) days from the signing of this contract.

The Customer will deliver to the Contractor the necessary documentation to proceed with the executive planning of the plants (floor plans, surveys, geological report, earth sigma, etc.) and any other documentation written in Italian within 10 (ten) days from the signing of this contract, as well as a copy of the building permit /authorization and/or permit of build within the same term of 10 days from the signing of this contract.

Always charged to the Customer (and not included in the price):

- building works , masonry assistance, excavations, backfill, utility room holes or swimming pool for passage piping and successive recovery with suitable material;
- discharge of materials, their handling on site, cranes or other lifting equipment and scaffolding where necessary;
- burdens for removal and disposal of waste materials, cardboards , jars/tins of finished glue, various plastics, including loading and transport of all these materials to public landfill;
- suitable accesses for materials and vehicles;
- electrically grounding of the swimming pool, including utility room;
- fixing with concrete the anchoring sleeves of ladders, trampolines, handrails;
- predisposition inside the utility room: discharge, power supply, aqueduct, ventilation;
- rearrangement of the land surrounding the pool, side drains, and related works, protection of the pipes from the land of return, etc .,;
- anti-earthquake practices if necessary;
- taxes and all kinds of contributions, stamps, etc .,;
- any other tax charges;
- materials not described in the enclosed sub A offer, if necessary;
- Security and coordination plan (PSC);
- appointment of the responsible for works and site manager;
- appointment of the Coordinator for the planning and execution of the works;
- environmental and architectural planning;
- outdoor floor and external tank covering;
- supply of site services, including electricity, water and site drainage to a maximum of 25 meters from the processing point;
- water connection to the filtration system network;
- connection of the filters outlet / overflow compensation tank to the drainage system;

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- connections and thermo-hydraulic connections;
- sewage and drainage works;

Charged to the CONTRACTOR:

- The supply of the works indicated in Art. 2 of this contract and related annexes;
- Laying of the materials supplied;
- The adopting of all the accident prevention rules to be used during the laying of materials;
- Compliance with the safety and coordination plan and the provisions implemented by the work responsible, design coordinator and work execution coordinator;
- The application to employees of the remuneration and regulatory conditions of collective labor agreements in force and the total insurance compliance of the building site, of third party liability, things and employees.
- The cleaning of the area of relevance (intended as implementation of the differentiation of waste produced in the processing c/o designated area by the Customer, with the exclusion of waste disposal).
- From now on, the parties agree to apply the exclusions and/or the burdens that will be specified in the offer (Attachment A) to be considered an integral part of this contract, even by way of derogation and in case of conflict between the rules.

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