

SPECIAL TERMS AND CONDITIONS
for water and sewage technology
Version March 2021

1. Introductory provisions

1.1 These Special Terms and Conditions shall – unless the parties make a different written agreement – constitute the content of the agreement between Ragn-Sells and the customer upon agreement that Ragn-Sells will conduct pipe care, as well as cleaning of water pipes/high-pressure flushing, or sludge suction. The General Terms and Conditions of Ragn-Sells also apply, in addition to what is prescribed in these Special Terms and Conditions.

2. The customer's duties

2.1 The customer shall, in good time prior to the work beginning, appoint a representative authorised to represent the customer in all matters connected to this agreement and the agreed work, and inform Ragn-Sells of their choice of representative.

2.2 The customer shall, in good time prior to the work beginning, provide Ragn-Sells with all the documents and information that may be required to carry out the work. This information must always include the following documents and details:

- Drawings of current buildings/facilities;
- A plan of the current pipe system, both vertical and horizontal, providing clear information of where any cleaning doors are located;
- For pipe care contracts, an inventory of all flats, premises and other indoor spaces affected must be provided too, with details of each owner's name, address and daytime and evening phone number.

2.3 The customer shall, in good time before work begins, inform the owners of the affected flats, premises and other spaces in writing which work has to be carried out, plus the date/time at which they expect this will be done. The information also needs to make it clear that the affected areas must remain accessible while the work is being carried out and that Ragn-Sells will notify the owners of the flats, premises or other spaces when these need to be accessible.

2.4 The customer must ensure that:

- the equipment to be used for the work can be set up in a location suitable for the intended purpose directly adjacent to the site;
- the staff who are to carry out the contract work are granted access to all of the flats, premises and other spaces required for the company to be able to do the work unhindered.

2.5 The customer shall, upon completion of the pipe care work, carefully check whether the cleaned/pressure-flushed risers/lines are working and, if there are signs of blockages or issues, immediately report this state of affairs to Ragn-Sells.

3. Ragn-Sells' duties during pipe care

3.1 The following tasks are an exhaustive list of all the *cleaning of water pipes/high-pressure flushing* tasks falling under this remit, unless agreed otherwise by the parties:

- high-pressure flushing of the horizontal line in properties out towards the public network;
- high-pressure flushing of vertical risers;
- high-pressure flushing of branch connections from kitchens, washbasins and floor drains out to the vertical riser;
- cleaning and inspection of venting from the roofs;
- key management for the owners of the affected flats, premises and other spaces;
- notifying owners of affected premises, flats and other spaces (once only);
- rough cleaning after the work has been completed.

3.2 Any work other than that referred to in 3.1 – e.g. **replacement of traps or of cleaning plugs in the floor drain, or dripping tap or running toilet inventories** – shall only be carried out by special written agreement between the parties, in which case the work shall be done in accordance with the terms and conditions that the parties agree for this.

3.3 Ragn-Sells is, irrespective of what is prescribed in 3.1 above or otherwise agreed between the parties, entitled to carry out the work in a different manner, e.g. using a different material or method, if it seems impossible to carry out the work in the manner agreed or if there is no negative impact on functioning or for the customer.

3.4 Ragn-Sells staff must carry an ID card or an equivalent with them to show that they are Ragn-Sells employees. If and insofar as special authorisation is required for the work, the staff that carry out the work in question shall be granted such authorisation.

4. Liability for faults

4.1 If Ragn-Sells' performance on the contract work is somehow inadequate, the customer must submit a complaint in writing, after which point Ragn-Sells can choose either to remedy the issue at its own cost as quickly as reasonably may be required in the circumstances or give the customer a deduction in price reflecting the issue. Aside from what is stated in this point and in Ragn-Sells' General Terms and Conditions, Ragn-Sells shall not be liable for any faults and other issues in the service provided.

5. Limitation of liability

5.1 *Aside from* what is stated in Ragn-Sells' General Terms and Conditions, the following limitation of liability also applies.

5.1.1 Ragn-Sells shall not in any case be liable for flooding or any other damage occurring on the customer's premises if this is connected with a riser/line being unsuitably designed (e.g. with a negative slope) or in poor condition, or if unsuitable material has been flushed down into this and the damage would not have occurred if the riser/line had a suitable design, had been in good condition and no unsuitable material had been flushed down it.

5.1.2 Ragn-Sells is not liable for damage caused by:

- existing defects in lines or pipes, such as cracks, holes, pipe ruptures, unsealed joints, line displacement etc.
- corrosion, erosion, foreign objects, plant roots, internal or external material damage or lack of sealant, or crushing or subsidence due to changes in the groundwater level or similar;
- other similar circumstances that Ragn-Sells could not reasonably have avoided and whose consequences the company could not easily have prevented.

5.1.3 Ragn-Sells is not liable for damage that is an inevitable consequence of working on a contract.