Allgemeine Bedingungen für Bauarbeiten

Conditions générales pour l’exécution des travaux de construction

Condizioni generali per l’esecuzione dei lavori di costruzione

General terms and conditions for construction works – Corrigendum (amendment) C1 to standard SIA 118:2013

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The present corrigendum (amendment) SIA 118-C1:2022 standard SIA 118:2013 has been approved by the SIA Central Commission for Regulations on 11th of November 2025.

It is valid as from 1st of January 2026.

It is available at www.sia.ch/korrigenda > SIA 118.

Corrigendum (amendment) SIA 118- C1 to standard SIA 118:2013

The revision of the Swiss Code of Obligations taking effect on 1 January 2026 replaces the obligation to give notice of defects "immediately" with a mandatory 60-day notice period from the discovery of the defect. Shorter notice periods are no longer permitted, and the new regulation takes precedence over contractual provisions such as those in standard SIA 118.

As art. 179 of SIA 118 currently stipulates an obligation to give notice of defects "immediately", it contradicts the new mandatory legislation and is therefore invalid. To avoid contradictions with the new law and to ensure the legally compliant application of standard SIA 118 in construction practice, art. 179, para. 2 has been amended and published as an amendment to the standard.

The amendment SIA 118-C1:2026 only applies if it has been agreed by the contracting parties in addition to standard SIA 118.

For ongoing projects with contracts concluded before 1 January 2026, the previous regulations apply – unless the contract expressly refers to the new law or is subsequently amended by the contracting parties. For contracts concluded after 1 January 2026, the new legal requirements apply.

Corrigendum (Ergänzung) SIA 118-C1 to standard SIA 118:2013 (Edition 2026-01)

Page	Section / figure	Until now (the errors are marked in bold and crossed out)	Correction (the corrections are marked in bold italics)
50	6 42	**Liability for hidden defects** **Art. 179** 1 Hidden defects, within the meaning of this Norm, shall be defined as defects discovered by the employer only following expiry of the defects notification period (art. 172). 2 The contractor shall bear liability for hidden defects, provided that they are notified by the employer ~~**immediately** upon discovery thereof~~ (cf., however, art. 178, para. 2, and art. 179, paras. 3 and 4). The employer shall set the contractor a reasonable time limit for rectification of the defects. Arts. 169–171 shall apply. 3 The contractor shall not, however, be held liable for hidden defects (para. 1) of which the construction manager could already have made discovery at the joint inspection (art. 158, para. 2); this subject to the condition that the defects were not deliberately concealed by the contractor. 4 Where acceptance has occurred without inspection (art. 164), the contractor shall not be held liable for hidden defects (para. 1) that the employer could still have discovered prior to expiry of the defects notification period through inspection of the accepted project (or part of the project); this subject to the condition that the defects were not deliberately concealed by the contractor. 5 Where dispute arises as to whether a claimed hidden defect is in fact a deviation from the agreement, and thus to be qualified as a defect within the meaning of this Norm, the burden of proof shall lie with the employer.	**Liability for hidden defects** **Art. 179** 1 Hidden defects, within the meaning of this Norm, shall be defined as defects discovered by the employer only following expiry of the defects notification period (art. 172). 2 The contractor shall bear liability for hidden defects, provided that they are notified by the employer ***within 60 days of discovery*** (cf., however, art. 178, para. 2, and art. 179, paras. 3 and 4). The employer shall set the contractor a reasonable time limit for rectification of the defects. Arts. 169–171 shall apply. 3 The contractor shall not, however, be held liable for hidden defects (para. 1) of which the construction manager could already have made discovery at the joint inspection (art. 158, para. 2); this subject to the condition that the defects were not deliberately concealed by the contractor. 4 Where acceptance has occurred without inspection (art. 164), the contractor shall not be held liable for hidden defects (para. 1) that the employer could still have discovered prior to expiry of the defects notification period through inspection of the accepted project (or part of the project); this subject to the condition that the defects were not deliberately concealed by the contractor. 5 Where dispute arises as to whether a claimed hidden defect is in fact a deviation from the agreement, and thus to be qualified as a defect within the meaning of this Norm, the burden of proof shall lie with the employer.