

**§ 1 General Provisions and Scope of Application**

- 1.1 The following terms and conditions apply to all present and future business relations, even if not specifically mentioned during contractual negotiations. Our terms and conditions shall therefore also apply even if they are not expressly mentioned again in agreements.
- 1.2 Opposing conditions or conditions deviating from our general terms and conditions of sellers/suppliers or contractual partners shall not be recognized and shall, even with knowledge thereof, not become an integral part of the contract or basis of the order even if we do not expressly object to them.
- 1.3 The FRIEDRICH VORWERK Group consists of the following companies:  
- FRIEDRICH VORWERK KG (GmbH & Co.)  
- VORWERK Pipeline- und Anlagenservice GmbH  
- VORWERK - ASA GmbH  
- European Pipeline Services GmbH  
- SKS Strassenbau GmbH

**§ 2 Offers and Acceptance of Order**

- 2.1 Quotations shall be submitted free of charge.
- 2.2 Only orders issued in writing are binding for us.
- 2.3 Orders made verbally or by telephone require written confirmation in order to have legal force.
- 2.4 The order shall be accepted within a period of seven calendar days from the order date. If we do not receive any protest against our order within the period prescribed, the order shall be considered accepted in all details. If the order is not confirmed within 5 calendar days, we are entitled to revoke/withdraw from the order. By accepting the order, the seller/supplier fully recognizes our general terms and conditions.
- 2.5 In our offers, we reserve the right to make technical modifications and changes to form, color and/or weight within reason.
- 2.6 We shall retain ownership rights, copyrights and utility model rights for images, drawings, calculations and other documents as the basis of our offer. These must be treated as confidential with respect to third parties.
- 2.7 In the event of obvious errors, spelling and calculation mistakes in the documents provided by us, these are not considered binding. If such errors occur, we must be informed immediately. This also applies to missing documents and/or drawings.

**§ 3 Prices, Invoices**

- 3.1 The price indicated in the order is binding and is exclusive of the statutory value-added tax applicable at the time.
- 3.2 The delivery of the relevant product to the place of fulfillment/performance as well as insurance, packaging and freight costs (including the return of packaging if required) plus loading and unloading are included in the price.
- 3.3 In case "ex-works" delivery/service is agreed upon in the order, we shall bear the lowest possible freight charges only. All the costs occurring up to delivery to the carrier including loading shall be borne by the seller/supplier.
- 3.4 The costs for transport or similar insurances shall also be borne by the seller/supplier.

**§ 4 Terms of Payment**

- 4.1 All invoices are to be presented in duplicate after delivery/completion of the contractual performance stating the details as described in § 5 as well as all further information required by law and must state the statutory value-added tax. Incorrectly submitted invoices shall not be deemed received by the FRIEDRICH VORWERK Group until the time of their correction.
- 4.2 The purchase price is payable net (without deduction) within 30 days after acceptance of the complete delivery/service including the respective documentation and receipt of the invoice.
- 4.3 For payments made within 14 days after the invoice date, we grant a cash discount of 3% on the invoice value.
- 4.4 Claims against the FRIEDRICH VORWERK Group may only be ceded to third parties with our consent.
- 4.5 The accounting shall be based on measurements and/or timesheets recognized and countersigned by our site managers. Invoices without countersigned supporting documents will be returned to the sender immediately as unsuitable for examination.

**§ 5 Delivery, Delivery Period, Delivery Obstacles**

- 5.1 The delivery/service is effected in all cases at the risk of the seller/supplier. The risk shall only transfer to us upon acceptance of a due and proper delivery to the place of fulfillment/performance.
- 5.2 Dispatch notes have to be submitted to us immediately after the clearance of delivery/service. Delivery notes shall be submitted in duplicate. The supplier is obliged to indicate on all dispatch papers and delivery notes all required statutory information and labeling (especially cost center, order date and number, position and item number, quantity and quantity unit, shipping address). In case of non-compliance, we shall be entitled to refuse acceptance and to return the delivery/service.
- 5.3 The agreed delivery/performance periods shall be binding and delays must be submitted in writing immediately upon detection.
- 5.4 Acceptance of the delivery/service shall only take place during our normal business hours from 7am to 5pm.
- 5.5 If the goods are received before or after this stated time frame, we shall be entitled to refuse acceptance.
- 5.6 In the case of culpable failure to meet deadlines for deliveries and services, we shall be entitled to demand damages caused by default amounting to 0,5% of the delivery value per completed week, however not exceeding an aggregate amount of 5% of the delivery/performance value.
- 5.7 We reserve the right to assert further statutory claims, especially the right to claim compensation for any further damages caused by delay.
- 5.8 The acceptance of a delayed delivery or performance shall

- not constitute a waiver of any damage claims.
- 5.9 We shall inspect the delivery/service for any possible quality and quantity deviations within a reasonable period.

**§ 6 Spare Parts, Repair, Maintenance**

- 6.1 The delivery/service shall be accompanied by a detailed list of wear parts as well as suitable codification documents.
- 6.2 The seller/supplier shall accompany the delivery with all plans and drawings (as-built drawings) necessary for the repair, servicing and maintenance of the delivery/service or parts thereof free of charge and for our possession.
- 6.3 The seller/supplier shall guarantee the availability of spare and wear parts throughout the entire usual service life of the delivery/service. The seller shall guarantee the provision of an immediately available basic equipment of spare and wear parts for his delivery/service during the entire duration of the agreed warranty period.

**§ 7 Guarantees, Warranties**

- 7.1 The assignment of claims against us is permissible only with our express written approval.
- 7.2 We are entitled to the lawful guarantee claims of 24 months unabridged and without restriction.
- 7.3 For works on buildings, a statutory warranty period of five years applies according to § 638 BGB.
- 7.4 The seller/supplier shall guarantee that his delivery/service corresponds to the specifications in the order, meets the latest technical standards as well as the relevant legal EU provisions and the regulations and directives of authorities, trade associations and specialist federations or similar associations.
- 7.5 Machines, equipment and plants shall be CE-marked.
- 7.6 Material and inspection certificates as well as documents needed for possibly necessary official authorizations shall be submitted together with the delivery/service.
- 7.7 In case the supplier has any concerns in respect of the type of execution of the delivery/service, he shall notify us without delay in written form.
- 7.8 The seller/supplier shall carry out a quality assurance at his company that is suitable for the delivery/service in type and scope and corresponds to the latest state of the art and shall inform us of the respective requirements. We reserve the right to inspect the seller's/supplier's quality assurance at the seller's/supplier's expense at any time.

**§ 8 Warranty Rights, Liability, Product and Manufacturer's Liability**

- 8.1 In case the delivery is evidently defective, we shall be entitled to request rectification of the defect through repair work or a replacement delivery within 14 calendar days.
- 8.2 In case the legal obligation to inspect and give notice of defects according to § 377 HGB rests with us, this only applies to obvious and visible defects upon delivery/acceptance and we shall be entitled to use two weeks from the date of delivery for fulfillment in due time.
- 8.3 We reserve the right to inspect the delivery/service upon arrival for obvious and visible defects prior to its acceptance. In case defects are detected, the seller/supplier shall reimburse us for any expenses necessary to carry out these inspections.
- 8.4 We shall be entitled to the statutory defect claims without restriction and we shall be entitled to choose between having the defect eliminated or demanding the delivery of a faultless item by the seller/supplier at his own expense. We reserve the right to enforce further claims for compensation.
- 8.5 If the seller/supplier fails to meet his obligation of supplementary performance described in paragraph 8.1 within a reasonable term fixed by us, we shall be entitled according to § 637 BGB to take the required measures or have them carried out by a third party at the seller's own expense and risk.
- 8.6 In case the net delivery/service value exceeds 100,000 Euros, we reserve the right to retain 5% of the delivery/service value in order to secure possible defect claims in the future. However the seller/supplier is entitled to redeem this retention by means of a bank guarantee issued by a German credit institution.
- 8.7 The seller/supplier shall be liable in accordance with the statutory provisions for all damages caused by him or his staff or a third party in his sphere of risks to us, our staff or any third party. If a claim is made against us for compensation due to a defect on the delivery/service from the seller/supplier, he shall indemnify us against any such claims. The seller/supplier is obligated to reimburse appropriate costs for any recall operation on account of product liability law.
- 8.8 The seller is obligated to take out a business liability insurance in the appropriate amount and shall maintain it during the entire duration of the contractual relationship between him and our company. He shall also underwrite any risks that arise from product and manufacturer's liability.

**§ 9 Withdrawal, Termination of Contract in Case of Impediments to Performance**

- 9.1 Without prejudice to our other statutory or contractual rights, we are entitled to terminate or withdraw from the contract for cause.
- 9.2 We are also entitled to terminate or withdraw from the contract for cause if during the completion of the order by the seller/supplier, relevant changes in the order conditions occur without any fault on our part. These include in particular events such as war, civil war, acts of terrorism, export or trading restrictions due to changes in political conditions, strikes, lock-outs, operational disruptions and any other cases of force majeure.

**§ 10 Verification / Information**

- 10.1 Upon request, the seller/supplier shall immediately provide us with sufficient, duly signed guarantees of origin. The same shall apply for required verifications with regard to the value-added tax. The seller/supplier shall notify us immediately in writing of any delivery which, either in part or in whole, is

- subject to export restrictions imposed by German or any other law.
- 10.2 Test and material certificates shall be submitted to us at the latest together with the delivery.

**§ 11 Property Rights**

- 11.1 The seller/supplier guarantees that his delivery/service and its exploitation are free of property rights of any third party.

**§ 12 Security**

- 12.1 If partial payments have been agreed upon, we shall at any time be entitled to request corresponding securities. The seller/supplier is required to provide these securities. Securities may be requested individually or together, especially in the form of advance payment bonds and/or security assignment of respective materials, in particular those in process for the order.
- 12.2 In case the net delivery/service value exceeds 100,000 Euros, the seller/supplier shall provide us with a guarantee of 10% of the aforementioned value together with the order confirmation.

**§ 13 Trade Secrets**

- 13.1 The seller/supplier shall be obliged to maintain secrecy for an unlimited period with regard to all information to which he may gain access in connection with our business relations and to not use it in any way, or disclose it to third parties without permission.

**§ 14 Place of Performance, Place of Jurisdiction and Applicable Law**

- 14.1 Place of fulfillment and performance for the delivery/service of the seller/supplier is the place where the delivery/service is used by our company. In case this place is not mentioned in the order or no other agreements have explicitly been made, it is equivalent to the location of our company's registered office.
- 14.2 Place of jurisdiction is the location of the respective company's registered office of the FRIEDRICH VORWERK Group.
- 14.3 All claims and rights arising from this order are subject exclusively to German law with the exclusion of the rules of conflicts of law and the United Nations Convention on the International Sale of Goods (CISG).

**§ 15 Other Provisions**

- 15.1 In the event of any discrepancies between these terms and conditions and the order, the contractual terms shall take precedence.
- 15.2 The use of our name, our inquiries or orders, etc. for advertising purposes is only permitted subject to our express prior consent in writing.
- 15.3 Plans, drawings, designs, models, etc. created at our expense shall remain our exclusive property if not agreed otherwise and shall be returned to us together with the delivery. They shall not be used for purposes other than the implementation of the order, duplicated or made accessible to third parties.
- 15.4 The delivery/service shall only be considered as complete after the submission of the final reviewed documentation. We reserve the right to withhold a final payment of max. 10% until the final documentation is submitted.
- 15.5 We shall be entitled to offset all claims of our group companies on the supplier against any claims the supplier has on us.
- 15.6 Data connected with this business relationship may be stored by us.
- 15.7 Contractual and correspondence language shall be German.
- 15.8 Collateral agreements, alterations or supplements of the order must be in written form in order to be valid.
- 15.9 Should any of the provisions of these terms or of the contracts concluded with the seller/supplier be or become invalid to full or in part, the validity of other provisions shall not be affected.
- 15.10 The seller/supplier shall ensure that all statutory requirements for occupational safety and health are complied with during all deliveries/services. The contractor shall fully recognize the site regulations valid in each case and shall provide his staff with the necessary personal protective equipment. Delays caused by necessary safety instructions will not be remunerated by the client.