

General Construction Site and Assembly Terms and Conditions for Performances to EKS InTec GmbH



I. Scope of application

1. These Construction Site and Assembly Terms and Conditions apply in supplement to the General Terms and Conditions of Purchasing of EKS InTec GmbH (hereinafter "Principal").
2. These Terms and Conditions take precedence in the case of contradiction between them and the Terms and Conditions of Purchasing named in section I.1.

II. Execution of work, Occupational safety

1. Contractor must observe the safety and accident prevention regulations when performing the work owed if Contractor renders his performances wholly or partially on the construction site of Principal or on the construction site of a third party at the instruction of Principal.
2. Contractor must select with care his employees for specific activities with safety relevance. Contractor appoints one of the deployed employees as construction site manager.
3. Before and during the work Contractor must observe all safety-relevant regulations and inform himself about all rules of conduct on the construction site; Contractor is especially obligated to:
 - a) Ensure participation by all deployed workers in first instruction by the construction site coordinator. The construction site manager of Contractor ensures that all deployed workers have signed the safety instructions. New workers must be reported to the building site coordinator before they commence work. New workers may not be deployed before receiving safety instructions and confirming this in writing.
 - b) The construction site manager of Contractor will familiarize new workers with the particular circumstances of the construction site (organization, locations, safety equipment/facilities).
 - c) If Contractor is responsible for a delimited construction site area, then Contractor must designate and secure this area and set up a construction site sign.
 - d) The construction site must be tidied at regular intervals.
 - e) Contractor must inform himself at regular intervals about adjustments and further updates of the safety and health manual.
 - f) Contractor ensures that all his employees attend the safety discussions convened by the construction site coordinator.
 - g) All safety notices and signs must be strictly observed.
 - h) The instructions given by the construction site coordinator must be obeyed.
4. Unless regulated otherwise in the individual order, Contractor provides all necessary safety equipment himself.
5. If Contractor recognizes safety deficiencies while executing the works, then he must cease work and notify the identified safety deficiencies to the construction site coordinator onsite. Contractor first resumes work after the deficiencies have been inspected.
6. Contractor is responsible for compliance by his employees with the safety-relevant regulations. Before commencing work, Contractor informs the construction site coordinator of:
 - Foreseen start of work
 - Foreseeable end of work
 - Place of work
 - Personnel deployed
 - Foreseen working methods
 - Name of the responsible construction site manager
7. Repeated offense against the safety regulations entitles Principal to terminate the order.
8. In the case of activities for taking into operation, it must be especially observed:
 - Provisional barriers must be observed, dismantling them is strictly prohibited.

- Access to the area of taking into operation is only permitted following consultation with the persons responsible for taking plant into operation.
9. If Principal provides items or materials, then Contractor bears the risk of coincidental destruction or deterioration of those items or materials provided by Principal.

III. Remuneration

1. Unless regulated otherwise in the individual order, assembly or performances similar to assembly are included in the agreed flat rate remuneration.
2. If remuneration according to outlay in hourly rates is agreed in the individual order, then Contractor invoices the actual outlay with enclosure of a hours worked substantiation countersigned by a project responsible of Principal. Invoices without an enclosed hours worked substantiation cannot be processed and do not trigger any payment maturity.
3. Unless agreed otherwise in the individual order, all expenditure of Contractor is included in the flat rate remuneration and in the hourly rate remuneration, especially travel costs, materials costs, use of facilities, etc.
4. If due to reasons for which he is not answerable Contractor must execute work at times or under circumstances deviating from the conditions presupposed in the contract and necessitating additional expenditure, then before executing the works Contractor must notify the additional expenditure this causes to Principal and obtain the consent of Principal to carry out these works. Contractor shall have no claim to compensation for the additional expenditure incurred if he neglects this notification.

IV. Receipt / Acceptance of the performances

1. If the assembly or performance similar to assembly is a part of the total performance/delivery, then the assembly or performance similar to assembly is deemed as accepted upon acceptance of the total performance.
2. If the performance of Contractor consists solely of assembly or performance similar to assembly, then Contractor advises completion of the works to the project responsible of Principal. Acceptance is within 4 weeks following notice of completion and a joint acceptance protocol is recorded in writing.
3. If the contractual performance of Contractor is a part of a total performance by Principal to his end-customer, then the performance of Contractor is first deemed as accepted upon acceptance of the total performance of Principal by the end-customer without this necessitating an explicit declaration.