

Ordering and Purchasing Conditions

1. General

The Wiebe Group consists of the following companies: H. F. Wiebe GmbH & Co. KG, Achim; Wiebe Holding GmbH & Co. KG, Achim; BLP Wiebe Logistik GmbH, Wiebe Immobilien Projekte GmbH, Hamburg; Achim; RPM Wiebe & Swietelsky GmbH & Co. KG, Achim; Sächsische Bau GmbH, Dresden; ITG Ingenieur-, Tief- und Gleisbau GmbH, Stralsund - subsequent named as ordering company. The following ordering and purchasing conditions are valid for these companies and all Joint Ventures under participation of these companies in transactions with suppliers, unless altered or amended in writing by special conditions. Offers and agreements together with verbal agreements in contradiction of these ordering and purchasing conditions become invalid on placing the order. The tacit acceptance of deliveries does not constitute acknowledgement of the supplier's conditions.

2. Deliveries

On accepting the order, the supplier assumes the full guarantee for punctual, continuous and faultless delivery. Weight cards are to be presented at bulk building sites. The place of fulfilment for delivery is the receiving address named in the written order.

The delivery notes countersigned by staff of the ordering company are deemed only to be confirmation of receipt of the delivery without acknowledging that the delivery is free of faults or that the order is complete or fulfilled.

The supplier is obligated to comply with the current version of the rules and regulations as well as the generally accepted rules of technology including the laws and safety regulations which are applicable in the destination country. In particular, the supplier must observe all provisions of the EU Construction Products Directive (BauPVO) and any related additional domestic regulations along with all other domestic regulations on construction which may apply.

Within 2 weeks after receipt of the order but no later than at delivery the supplier must provide the purchaser with the following documents without being asked: Installation and operating instructions, test certificates, approvals product documentation, material safety data sheets, declaration of performance (formerly declaration of conformity), documentation and revision documents, in particular service and maintenance instructions.

The agreed delivery quantities depend on execution of the construction project; the acceptance quantities can vary up and down in terms of volume. Delivered quantities that are more or less than the agreed amount do not justify any changes in price. The supplier is obliged to take back goods delivered in surplus or goods failing to comply with the quality requirements straightaway at its own costs.

3. Deadlines

The agreed delivery deadlines are binding. The legal consequences on failure to meet the agreed delivery deadlines shall be governed by the statutory provisions. Premature delivery requires the consent of both parties. When delivery is called for, also including partial deliveries called for by the ordering company, the deadline stated in the call is deemed to be a fixed deadline.

4. Prices

The agreed prices are fixed prices for the term of the entire contractual relationship. Statutory value added tax valid at the particular moment in time is to be itemised separately on the invoice.

5. Payments

Payments shall be made as agreed and subject to checking the delivery.

The payment period shall begin on receipt of the auditable invoice by the invoice recipient named in the contract.

The invoice shall be sent as the original document (not transmitted by fax or e-mail).

The cost centre or construction site named in the order must be clearly indicated in the invoices. Any invoices that do not contain these details cannot be processed and will be returned to the sender.

The agreed discount shall be calculated on the basis of the gross invoice amount including transport and delivery costs.

The place of fulfilment for payments is the respective business address of the ordering company.

Assignment of all of the supplier's receivables arising from the order is excluded unless the ordering company has given its written consent to such assignment in each individual case.

6. Claims for defects (warranty)

The supplier shall warrant that his delivery fulfils the guaranteed characteristics, complies with the latest state-of-the-art engineering and has no material or legal defects which would annul or reduce the value or suitability for normal or contractually specified use.

All parts and operating substances, materials or construction substances covered by DIN and EN standards, quality specifications or technical specifications or similar must comply with these standards or specifications. Any corresponding deviations require explicit written consent from the ordering company. The makes of the used construction substances and materials shall be documented according to the requirements in the construction contract or in separate make certificates (approvals, suitability certificates, permits, test certificates, compliance certificates and records of the tests carried out on construction products), which shall be made available unsolicited before agreed delivery date or verified by delivery notes etc.

In the event of verifiable material and/or legal defects, the ordering company is entitled to all statutory claims without restriction in grounds and amount. According to the German Civil Code, construction substances used for a building construction which have caused its defectiveness are subject to a 5-year statutory period of limitation.

Notices of defects shall be issued to the supplier by the ordering company without delay after the defect has become known, insofar as this is possible in the proper course of business.

The supplier shall provide the ordering company with verification of its product liability insurance on request.

7. Risk assumption/Acts of God

The risk shall be borne by the supplier in any case until acceptance of the delivery by the ordering company.

In the event of unforeseen disruptions in operations or transport, Acts of God, strikes and lockouts, the ordering company can withdraw completely or partly from the contract or demand delivery at a later point in time, without giving rise to any claims for the supplier against the ordering company. If such circumstances prevent acceptance of the delivery by the ordering company, this shall not constitute any default of acceptance or default of the debtor.

8. Place of jurisdiction

If the supplier is a registered trader or if the other prerequisites pursuant to Section 38 (1) German Code of Civil Procedure are fulfilled, the place of jurisdiction for both parties shall be the place of the ordering company, or for consortiums the place of the commercial management. However, the ordering company may also take legal action against the supplier at the supplier's place of business.

Orders with foreign suppliers or deliveries made abroad are subject only to German law, ruling out the United Nations Convention on Contracts for the International Sale of Goods.

9. Final clause

If individual provisions of this agreement should be invalid, this shall not affect the validity of the remaining provisions.

The legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany.