

Wieland-Werke AG

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Section A – General

Part 3: General terms and conditions for assembly

The following delivery specifications of Wieland-Werke AG form part of the contract. Any deviating specifications are to be agreed upon between the supplier/contractor and Wieland, and documented.

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For the performance of assembly, installation, construction, repair and maintenance work on the site of Wieland-Werke AG, the “General Contractual Conditions for Projects” and the “General terms and conditions for assembly”, and where applicable also the German Construction Contract Procedures (*Vergabe- und Vertragsordnung für Bauleistungen, VOB*) and the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) shall be authoritative. Deviations therefrom must be agreed in writing.

1. Site management

The contractor shall be solely responsible for the contractual site management on site. The contractor is also responsible for occupational safety and compliance with all occupational safety regulations by personnel employed under his site management. The contractor must name the authorised person who will fulfil this obligation towards Wieland and the supervisory authorities. Before work commences, a safety briefing in accordance with German accident prevention regulations must take place.

A “Health and safety information sheet for employees of external companies” with rules on occupational safety, safety in the plant, fire protection and environmental protection shall be provided before the start of the assignment or handed out on site. The contractor shall ensure that his employees have read and understood this information sheet before commencing work in Wieland’s plant, and shall document this by means of a written record and signature.

2. Execution

1. The contractor shall familiarise himself in good time with the factual and legal circumstances and conditions at the construction site which are material to the performance of the contract. In particular, he shall take precautions against damage to pipelines and supply networks, and obtain the necessary information in this regard, if necessary by inspecting the plans. The consequences of failing to meet this obligation shall be at the expense of the employee.

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2. The contractor's company logo must be clearly legible on:
 - Work clothes
 - Toolboxes
 - Equipment
 - Service vehicle
 - Safety helmet

The contractor shall provide his own personnel, equipment, tools and materials, unless expressly agreed otherwise in the order letter. Electricity and water shall be provided by Wieland after prior consultation with our specialist personnel.

If obligations are to be transferred in whole or in part to subcontractors, Wieland's consent must be obtained for this. Weak points or damage identified by the contractor in the course of carrying out the contract must be reported immediately to Wieland's assembly supervisor.

3. Any changes to the execution must be correctly recorded in the documentation files, clearly marked, and forwarded for final correction. The changes shall be dated and signed.
4. Construction and assembly sites are to be kept in a tidy condition at all times, completely cleaned up at the end, and handed over in a swept clean condition.
5. Installations and installation components are to be thoroughly cleaned and any damage to the paintwork repaired by the contractor after completion of assembly and commissioning, irrespective of who may have caused the damage.
6. Unless agreed otherwise, waste shall be disposed of by the contractor in accordance with the legal requirements and Wieland's specifications.

3. Deployment of workers

1. Upon arrival at one of Wieland's plants, the workers deployed by the contractor shall report to the main gate. Temporary plant IDs will be issued here. These IDs are to be worn visibly and must be handed in without being asked when leaving the plant. The presentation of a valid personal identification document is required in principle for entry to the plant. Employees from non-EU countries must also present a valid work permit.
2. The employees deployed by the contractor may be subject to checks at the gate. Access is permitted only to rooms, facilities and other places on the plant premises which it is necessary to enter in connection with the contract. Photo and video recordings are prohibited inside the plant. For detailed information, see section 6.3 in "General Contractual Conditions for Projects". Illegal or immoral acts by the employees deployed by the contractor will result in an immediate ban from the plant and may result in the contractor being barred as a supplier. Any costs incurred shall be borne by the contractor.
3. In exceptional cases, an entry permit can be issued for service vehicles. This must be applied for via the Wieland contact person from site security. Vehicles must be properly registered and insured, and meet road vehicle safety standards. Parking is permitted only in designated spaces.

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4. Working hours

The contractor must comply with the German Working Time Act (*Arbeitszeitgesetz*) and bears responsibility for this. The contractor is responsible for obtaining any necessary official permits from the occupational health and safety inspectorate.

5. Billing

The conditions set out in the order letter shall be authoritative for the billing of assembly services. Services not specified in the order shall not be paid for. If no lump sum / fixed price is agreed, the service shall be billed according to on-site measurements or on an hourly basis. Timesheets shall be submitted to Wieland's assembly supervisor for countersignature at least on a weekly basis. Waiting times shall only be recognised upon special confirmation by Wieland's assembly supervisor.

6. Services at the contractor's expense

Personnel, equipment, tools and materials required for carrying out assembly and commissioning activities shall be provided by the contractor himself. Stock withdrawals and the use of Wieland's operational facilities shall be accepted only by prior agreement and shall be charged to the contractor.

The costs for mechanical processing jobs in Wieland's workshops as well as costs for tradesmen's services shall also be billed to the contractor.

Wieland shall charge a surcharge on the internal billing costs for stock items. The cost rates for machine hours and tradesman services shall be specified by Wieland and can be requested if required.

7. Other provisions

The contractor undertakes to ensure the security of the supply chain in accordance with the relevant customs regulations. He shall also ensure that all goods (including spare parts) from non-EU countries have been cleared through customs (duty paid) before they arrive on the premises of the client, and that they remain or are used there.

Order letters or existing framework contracts / contracts for work and services / maintenance agreements shall take precedence over the "General terms and conditions for assembly".

The following must be stated in all correspondence and on invoices:

- Plant and equipment/machinery or location
- Order number or contract number
- Cost centre or internal project number (WA-Nummer)
- The relevant project manager or contact person at Wieland