

**Special Conditions of Purchase for Work Performed by
Manfred Reiner Röhren- und Stahlhandel GmbH
Version 04/2022**

In addition to the General Conditions of Purchase, the following provisions shall apply in the case of a contract for work and services. With regard to the General Conditions of Purchase, the term "Seller" shall be replaced by the term "Contractor". In the event of contradictions between the General Conditions of Purchase and these Conditions, the General Conditions of Purchase shall take precedence and then these Special Conditions of Purchase shall take second place.

§ 1 Performance of the Contractor

- (1) The contractor shall owe the success of the specifically commissioned performance.
- (2) The contractor shall perform the contractually owed services under his own direction and responsibility. Only the contractor is authorised to issue instructions to his employees.

§ 2 Duties to cooperate

- (1) We shall perform the necessary acts of cooperation in good time, insofar as these have been contractually agreed.
- (2) As a matter of principle, the contractor shall perform the work using his own work equipment. If this is not possible with regard to the special requirements of the service to be provided, we can provide the contractor with the necessary work equipment, insofar as this cannot be procured by the contractor on the market and it is possible and permissible for us to provide it.
- (3) We shall provide the Contractor with requested documents or information - if available - by the agreed deadlines. If information cannot be procured or cannot be disclosed due to third party rights, this shall not constitute insufficient cooperation.
- (4) The contractor shall immediately notify us in writing of any insufficient cooperation on our part. Otherwise, we shall not be in default with these and the contractor may not invoke improper cooperation.

§ 3 Changes in performance and additional services

We may demand changes to the contractual services at any time. The Contractor may object to the request for changes insofar as the implementation of the request for changes is unreasonable for him. The Contractor shall submit a new written contractual offer to us for these additional and more extensive services. The additional services may only be provided after a separate individual contract has been concluded for these services. Services provided by the contractor that do not meet these requirements will not be remunerated. If no agreement is reached, we may extraordinarily terminate the contract for the specific service to be changed if it is unreasonable for us to adhere to the contract without the requested change.

§ 4 Remuneration

- (1) Payment for services shall only be made after complete performance of the service, unless otherwise agreed. If the parties agree on partial payments, partial payments shall only be made after complete performance of the respective partial service.
- (2) The Contractor shall be bound by agreed remuneration ceilings and fixed prices as well as by its estimate of expenditure made prior to the conclusion of the Contract; unless these are expressly designated as non-binding in the Order or the Contract.
- (3) If a fixed price has been agreed for a service, the Contractor shall provide it in full at the agreed price. Additional expenses for the complete performance of agreed services shall be borne by the Contractor. Subsequent claims are excluded.

§ 5 Acceptance and transfer of risk

- (1) The contractor may only demand acceptance of the complete performance when the performance is ready for acceptance. Acceptance is deemed to have taken place when the contractually owed work has been performed completely and free of defects. After completion and in compliance with the deadlines specified in the specifications, the Contractor shall request the Client to accept the work.

- (2) Acceptance of the Contractor's performance shall be formal. We may refuse acceptance if there is a defect that is not insignificant. The contractor may only demand a new acceptance if he has proved that the defect has been remedied.
- (3) Partial acceptances are excluded unless this has been expressly agreed.
- (4) The Contractor shall bear the risk for his contractual performance until formal acceptance of the performance. If the work performed in whole or in part by the Contractor is damaged or destroyed before acceptance due to force majeure, war, riot or other unavoidable circumstances for which the Contractor is not responsible, the claim to the contractual remuneration shall lapse.
- (5) A fictitious acceptance within the meaning of Section 640 (2) of the German Civil Code (BGB) requires that the contractor has sent us the deadline for acceptance in writing or in text form and, together with the request for acceptance, has informed us of the consequences of an acceptance which has not been declared or which has been refused without stating defects.

§ 6 Term of contract and termination

- (1) The agreed term or the time of the latest performance results from the contract or the order confirmation.
- (2) During the performance of the work, we may terminate the contract in accordance with § 648 of the German Civil Code (BGB). In the event of termination in accordance with § 648 of the German Civil Code (BGB), the contractor shall be reimbursed for the necessary work already performed plus the follow-up costs, but not more than the agreed remuneration. There is no entitlement to full remuneration. If the contractor is responsible for the termination, he shall not be entitled to reimbursement of the remuneration.
- (3) The right of the contracting parties to terminate the contract for good cause shall remain unaffected. Good cause shall be deemed to exist in particular if the performance of the contract is recognisably jeopardised by the Contractor's inability to perform.

§ 7 Subcontractors

- (1) The Contractor shall only be entitled to subcontract the performance in whole or in part with our prior written consent.
- (2) Our consent to subcontract may be conditional and is revocable.
- (3) The Contractor warrants that each of its subcontractors and other subcontractors in the entire chain complies with the statutory minimum wage requirements for its employees.
- (4) The contractor shall be liable to us for the fault of the subcontractors and vicarious agents employed by him as for his own fault.
- (5) If the contractor violates one of the aforementioned obligations or assurances in paragraphs (1) - (4), the contractor shall be liable to us for all resulting damages. Furthermore, the parties agree that a breach of the content of these provisions constitutes an important reason which entitles us to terminate the contract with the contractor without notice.