

## **General Terms and Conditions of Assembly and Commissioning of Jungbunzlauer Austria AG (“GTCAC”)**

**Version: October 2024**

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## 1. Validity and Document Hierarchy

- 1.1. The present General Terms and Conditions of Assembly and Commissioning apply to the work associated with the assembly and/or commissioning at the Jungbunzlauer Austria AG factory premises. The factory premises are the defined premises of the Jungbunzlauer Austria AG plant. Unless otherwise agreed, this is the plant located at Pernhofen 1, 2046 Wulzeshofen. The General Assembly Terms apply in addition to Jungbunzlauer Austria AG's General Conditions of Purchase (GTCP). It also applies if the assembly and/or commissioning is ordered at the premises of Jungbunzlauer Austria AG without the simultaneous purchase of goods.
- 1.2. The document hierarchy for the assembly and/or commissioning is as follows, with the documents mentioned first taking precedence:
  - Contract (separate contract or negotiation minutes)
  - General Terms and Conditions of Assembly and Commissioning
  - GTCP
  - Applicable technical standards

## 2. Standards, Regulations, Laws in the Project Country

- 2.1. The Supplier (contracting partner of Jungbunzlauer Austria AG) confirms that the building site and its surrounding area, the site's soil conditions and working conditions, the traffic flow, and all other circumstances relevant for performing the services/delivering the goods were examined prior to signing the contract, as were the details and documents provided by Jungbunzlauer Austria AG.
- 2.2. The Supplier agrees to familiarise itself with the subject matter of the contract, to continuously stay informed about the local situation, local practices, and local material and operational requirements of the project country (the country where the construction site is located) and at the construction site (the location where the Supplier is to perform the assembly and/or final commissioning), and to take all external circumstances into account when carrying out the work.
- 2.3. If and to the extent that the Supplier does not have sufficient information within the meaning of Clauses 2.1 and 2.2, the Supplier shall obtain such information at its own expense and in a timely manner.
- 2.4. The Supplier is obligated to comply with all laws, ordinances, rules and regulations in force in the project country or enacted during the project period.
- 2.5. The Supplier shall be responsible for any damage and disadvantages as a result of the Supplier's failure to properly fulfil the requirements as set forth in 2.1 to 2.4. The Supplier shall indemnify and hold Jungbunzlauer Austria AG harmless in this regard.
- 2.6. The Supplier shall ensure the efficient use of resources provided for the provision of services, including but not limited to electricity and water. If, during servicing, possibilities for energy efficiency improvements are identified, Jungbunzlauer Austria AG shall be informed thereof.
- 2.7. The food safety standards for external companies and requirements on food hygiene according to FSSC 22000 GMP industry standard (food processing facility) must be observed. Appropriate personal protective equipment must be worn on the construction site for the work in question; such equipment for the construction site shall be provided by the Supplier. The Supplier's site manager is responsible for new employee training, to be completed annually at: <https://elearning-aut.jungbunzlauer.com/Fremdfirmen>.

## 3. Access and Construction Site Facilities

- 3.1. The Supplier shall notify Jungbunzlauer Austria AG in writing (by e-mail) of the names and dates of birth of the employees working at the construction site before work begins. ("Written" or "in writing")

within the meaning of the present General Assembly Terms shall be deemed to refer to the simple written form, such as e-mail, letter or fax; unless otherwise explicitly agreed, a signature within the meaning of Sec. 886 of the Austrian Civil Code (ABGB) shall not be required.)

- 3.2. The construction site may only be accessed with a badge issued by Jungbunzlauer Austria AG. Badges will only be issued after identification has been provided (passport, driver licence, ID card, other official photo ID) and after an initial training course has been completed.
- 3.3. The Supplier shall provide all the site facilities at the staging area.
- 3.4. The location of the staging area for the Supplier's site facilities and the exact space required for workshops, stockpiles, storage areas, and rest area containers for the assembly crew, etc. must be mutually agreed and marked on a plan.
- 3.5. The Supplier shall be solely responsible for intermediate storage and for transporting the plant components to and from the assembly storage space. At delivery, any intermediate storage must not obstruct factory traffic or interfere with Jungbunzlauer Austria AG's operations.
- 3.6. The Supplier shall ensure that the construction site is cleared daily of its own waste, leaving it behind neat and tidy and in a broom-clean condition. If the construction site is not cleaned properly, Jungbunzlauer Austria AG shall have the right to hire an external company to clean the construction site. In this case, the additional cleaning costs shall be charged to the Supplier. The Supplier shall be responsible for disposing of all waste it generates throughout the entire duration of the work performed under the contract, and shall bear all associated costs. All costs arising from the failure to observe this requirement shall be charged to the Supplier.
- 3.7. The Supplier shall provide sanitary cabins with a basin for its employees at its own expense. These shall be emptied by Jungbunzlauer Austria AG at no cost to the Supplier.
- 3.8. Water and electricity shall be provided by Jungbunzlauer Austria AG at no cost to the Supplier up to the nearest available central distribution point for utilities. The Supplier shall be responsible for the connection to the point of use.
- 3.9. If Jungbunzlauer Austria AG provides a construction site power distribution board to the Supplier, the Supplier shall be responsible for managing the sub-distribution and ensuring that it is carried out correctly.

#### **4. Crew and Resources**

- 4.1. The Supplier shall properly pay, insure and register all employees in accordance with legal requirements and shall pay all applicable non-wage labour costs, taxes and withholdings as required by applicable laws.
- 4.2. Any crew used by the Supplier, along with all necessary project equipment, facilities, auxiliary materials, and consumables that the Supplier delivers or sends to the construction site, are solely intended for the performance of the contract in question.
- 4.3. The Supplier may only pull crew and/or remove equipment, facilities, auxiliary materials and consumables from the construction site – in whole or in part – provided such action does not cause Jungbunzlauer Austria AG any disadvantage, especially any delay, and Jungbunzlauer Austria AG has agreed in advance in writing. Property or title to and risk in the assembly equipment, commissioning parts, etc. that are only intended for temporary use at the construction site shall remain with the Supplier. The Supplier shall bear any associated costs (such as for equipment import and export).

#### **5. Changes to the Scope of Delivered Goods and Services**

- 5.1. Jungbunzlauer Austria AG shall have the right to change or amend the scope of the delivered goods and services provided by the Supplier in writing. The Supplier shall carry out the changes or

amendments to the scope of delivered goods and services under the terms and conditions set forth in the order.

- 5.2. If the Supplier incurs additional or reduced costs due to the changes made by Jungbunzlauer Austria AG to the scope of goods and services outlined in Clause 5.1, or if the agreed deadlines between the Parties (Jungbunzlauer Austria AG and the Supplier) cannot be met, the Supplier must notify Jungbunzlauer Austria AG in writing within fourteen (14) calendar days of becoming aware of this. Any changes in prices or deadlines must be agreed in writing with Jungbunzlauer Austria AG. If Jungbunzlauer Austria AG does not agree to the price changes and/or deadline changes, the Supplier shall fulfil its contractual obligations as originally agreed.
- 5.3. Changes and amendments may be agreed as a lump sum amount or force account work. If it is agreed that the extra work is performed on a force account basis, Jungbunzlauer Austria AG and the Supplier shall agree on a maximum number of hours. The Supplier shall inform Jungbunzlauer Austria AG in writing as soon as 80% of the agreed hours has been used up. Furthermore, the Supplier shall alert Jungbunzlauer Austria AG in writing as soon as it becomes apparent that the changes and amendments cannot be completed within the agreed time. Any additional costs resulting therefrom shall be borne by the Supplier.
- 5.4. The rates specified for the changes and amendments shall apply for the entire duration of the contract. Changes and amendments shall be invoiced at the actual cost incurred at the agreed cost rates. Invoices shall be issued by the 15th of the following month. The provisions of the GTCP regarding invoicing and payment shall apply *mutatis mutandis* to any rework or additional work.
- 5.5. The Supplier shall keep time sheets and submit them to the employee responsible at Jungbunzlauer Austria AG on a weekly basis for approval. Jungbunzlauer Austria AG shall check the time sheets and confirm their accuracy in writing. When invoicing, the Supplier may only consider timesheets that have been previously confirmed by Jungbunzlauer Austria AG.
- 5.6. Any resources required to carry out the changes and amendments shall be provided by the Supplier.

## **6. Deadlines and Delay**

- 6.1. The Supplier must meet the agreed (interim) deadlines without fail.
- 6.2. The Supplier shall immediately inform Jungbunzlauer Austria AG in writing of any potential or existing delay, stating the causes and the expected duration of the delay. In the event of any potential or already existing delay, the Supplier shall take any corrective action necessary, regardless of the cause, so that the delay or the consequences of the delay are kept to a minimum. Any corrective action in the event of a potential or already existing delay also include using more equipment and workers, working overtime and organising multi-shift assembly operations.
- 6.3. The acknowledgment of delays and the acceptance of delayed deliveries does not constitute a waiver by Jungbunzlauer Austria AG of the assertion of any contractual or legal rights as a result of the delay. Any changes to deadlines and sequences during the assembly period shall be borne by the Supplier.

## **7. Commencement and Suspension of Work**

Before the start of each service phase, the Supplier's site manager shall determine together with Jungbunzlauer Austria AG whether the work shall be carried out unchanged as specified in the contract documents or whether changes have occurred.

- 7.1. If the Supplier fails to do so before work commences, the Supplier shall be responsible for any resulting consequences.
- 7.2. The Supplier may not demand compensation for any idle time or downtime or reimbursement of any other costs if

- The Supplier's work was suspended at the direction of Jungbunzlauer Austria AG because the Supplier was not performing as agreed;
- The work was suspended due to disorderly conduct by the Supplier's crew;
- The work was suspended by order of the authorities; or
- The work/services as set forth in the technical specification cannot be provided due to supply disruptions.

## **8. Acceptance of Assembly and Commissioning Services**

- 8.1. The Parties agree to a formal acceptance of the services provided by the Supplier. Where partial acceptances have been contractually agreed, the following provisions for partial acceptance shall apply *mutatis mutandis*.
- 8.2. Unless otherwise specified, Jungbunzlauer Austria AG shall carry out an inspection within 30 days of the Supplier's written notice of completion. The purpose of the inspection is the acceptance of the assembly work and/or commissioning services.
- 8.3. The acceptance procedure shall be carried out using the acceptance report attached hereto as Annex 1.

## **9. Liability**

- 9.1. As regards the remedying of any damage and/or contamination in the Supplier's assembly area, the origin of which cannot be clearly determined, all companies involved in the construction project at the time of the event shall be liable – insofar as they were engaged by Jungbunzlauer Austria AG – in proportion to the value of their respective purchase orders.
- 9.2. The Supplier shall indemnify and hold Jungbunzlauer Austria AG and all third parties harmless against any loss or accidents the Supplier's crew suffers.

**Annex 1: Acceptance Report**

Project/Building Project:

Contracting Company:

Start of Construction:

End of Construction:

This **inspection** of the  partial work  completed work took place on .

**Defects Found / Work Remaining:**

- No visible defects**
- Defects** as listed below
- Remaining work** as listed below

**Deadlines**

The defects listed below must be remedied by no later than .

The remaining work listed below must be provided by no later than .

The following work was **accepted**:

**Declaration by Jungbunzlauer Austria AG:**

- The work was **accepted**.
- The work was **not accepted**.

**Defects:**

**Remaining work:**

**Documentation/records provided to Jungbunzlauer:**

\_\_\_\_\_, on

**For Jungbunzlauer Austria AG:**

**For the contracting company:**