

1. Scope of application
 - 1.1 These contractual terms and conditions apply to entrepreneurs, legal entities under public law or special funds under public law in accordance with Section 310 (1) of the German Civil Code (BGB). The following Terms and Conditions of Purchase do not apply to consumers.
 - 1.2 The following General Terms and Conditions of Purchase shall apply exclusively to all orders and commissions placed by TRINAC. These terms and conditions shall be deemed authoritative and bindingly recognized for the entire duration of the business relationship, even without express declaration.
 - 1.3 TRINAC shall not be bound by Supplier's own terms and conditions unless TRINAC expressly agrees to these terms and conditions.
2. Offer, conclusion of contract and product description
 - 2.1 Only orders placed in writing shall be binding on TRINAC. The written form may be maintained by fax; it cannot be replaced by electronic form - in particular by e-mail.
 - 2.2 Verbal agreements and ancillary agreements shall only be binding after written confirmation by TRINAC. The same shall apply to changes and additions to orders.
 - 2.3 Supplier shall notify TRINAC immediately in writing of any changes and extensions to the scope of delivery/services that prove necessary during execution. They shall require TRINAC's written consent/approval.
 - 2.4 The supplier is obliged to check whether the substances/mixtures/products used by him fall within the scope of the EU Chemicals Regulation REACH (hereinafter referred to as "REACH") and must ensure that they comply with the requirements of REACH within his trade. The supplier is obliged to confirm the conformity of the substances/mixtures/products used by him with REACH and to provide all necessary information for safe handling in this regard. If the materials are hazardous substances, safety data sheets in accordance with the applicable Hazardous Substances Ordinance and instructions for use must be provided to TRINAC immediately, at the latest upon delivery.
 - 2.5 The supplier is obliged to comply with occupational health and safety management regulations and thus ensure health protection and occupational safety. This also applies to technical work equipment. These require a CE marking together with an EC declaration of conformity in German.
3. Use of material provided, ownership structure
 - 3.1 Drawings, drafts, samples, manufacturing instructions, internal company data, tools, equipment, etc., which TRINAC has provided to Supplier for the submission of an offer or for the execution of an order, shall remain the property of TRINAC. They may not be used for other purposes, reproduced or made accessible to third parties without written consent and must be stored with the care of a prudent businessman. After completion of the order, they must be returned to TRINAC, including all duplicates made, without being requested to do so, or - after written approval - destroyed by Supplier.
 - 3.2 If Supplier processes or transforms material provided, this activity shall be carried out for TRINAC. TRINAC shall become the direct owner of the new items created in the process. If the material provided constitutes only a part of the new items, TRINAC shall be entitled to co-ownership of the new items in the proportion corresponding to the value of the material provided contained therein.
4. Delivery and shipping
 - 4.1 Unless otherwise agreed, deliveries must be made unloaded to the shipping address. This is the place of fulfillment.
 - 4.2 Each delivery must be accompanied by a delivery bill stating TRINAC's order and project number/cost center as well as the description of the contents of the delivery by type and quantity.
 - 4.3 The Supplier shall take back transport packaging and means of transport immediately after delivery. If Supplier fails to comply with this obligation, TRINAC shall be entitled to dispose of such packaging at Supplier's expense, stating the Interseroh number.
 - 4.4 Devices must be accompanied by a technical description and instructions for use in German free of charge. In the case of software products, the delivery obligation shall not be fulfilled until the complete technical (user) documentation has been handed over. Programs created specifically for TRINAC must be delivered including the source format.
5. Delivery times/delivery dates
 - 5.1 The delivery periods or deadlines stated in the orders are binding. Decisive for compliance with the delivery date or the delivery period is the receipt of defect-free goods at the place of performance or - insofar as the law on contracts for work and services applies - the acceptance of the delivery or service.
 - 5.2 Should any circumstances prevent Supplier from meeting the agreed delivery deadline, it must inform TRINAC of this immediately after becoming aware of it, stating the reasons and the expected effects. This notification shall not release Supplier from its delivery obligations.
 - 5.3 Early delivery, deliveries outside the goods acceptance times specified by TRINAC and partial or excess deliveries shall require prior approval.
 - 5.4 Approved partial or excess deliveries shall be free of charge for TRINAC. Unless otherwise agreed, additional costs for agreed partial delivery freight shall be included in the agreed remuneration.
6. Transfer of risk, acceptance, ownership rights
 - 6.1 In the case of deliveries with installation and assembly obligations, the risk shall pass to TRINAC upon acceptance. In the case of other services, the risk shall pass upon receipt of the goods at the shipping address specified by TRINAC.
 - 6.2 Ownership of the delivered goods shall pass to TRINAC upon payment. Any prolonged or extended retention of title shall be excluded.
7. Prices
 - 7.1 The prices stated in the order are fixed prices. The price includes in particular costs for freight, packaging and material testing procedures. Claims based on additional deliveries and/or services can only be asserted after prior written agreement and commissioning of the additional deliveries and/or services between the contracting parties. Otherwise, additional claims beyond the prices stated in the order are excluded.
 - 7.2 No remuneration shall be paid for performances, presentations and/or the preparation of offers, unless otherwise agreed in writing in advance.
8. Invoicing and terms of payment
 - 8.1 Invoices shall be issued immediately after dispatch of the goods, stating the order and project number/cost center. Value added tax shall be shown separately at the statutory rate.

- 8.2 Payments shall be made subject to proper delivery and correct pricing and calculation.
- 8.3 After handover of the delivery and receipt of all contractually required documents and the verifiable invoice, TRINAC shall make payment within 30 days of receipt of the invoice, unless otherwise agreed. If the invoice is returned for reasons for which TRINAC is not responsible, any payment periods shall not commence before receipt of the corrected invoice from Supplier.
- 8.4 After acceptance of a work performance together with receipt of all contractually required documents, the provisions of Section 7.3 shall apply accordingly.
- 8.5 In the case of payment, the payment obligation is fulfilled in good time if TRINAC has submitted the transfer order.
- 8.6 Payments and use/commissioning do not constitute recognition of the deliveries and services as being in accordance with the contract.
9. Offsetting, assignment and right of retention
- 9.1 Supplier agrees that TRINAC may in any case offset its claims against Supplier's claims, irrespective of the legal grounds on which they are based, even if the mutual claims are due on different dates. If the claims are due at different times, TRINAC's claims shall become due at the latest when Supplier's liabilities become due and shall be settled on the value date.
- 9.2 Supplier agrees that TRINAC may offset its undisputed or legally established claims against all claims of Supplier to which TRINAC or a company belonging to the HOCHTIEF group of companies is entitled against Supplier or against a company belonging to the same group as Supplier.
- 9.3 In the event of the existence of a defect subject to warranty, TRINAC shall be entitled to withhold payment in full until proper fulfillment. In the case of warranty rights under a contract for work and services, the right of retention shall be limited by law to twice the cost of remedying the defect.
- 9.4 The supplier may only offset undisputed or legally established claims.
- 9.5 Assignments of claims against TRINAC and other transfers of rights and obligations of Supplier are excluded outside the scope of application of Section 354 a of the German Commercial Code (HGB). Exceptions shall require written consent to be effective.
10. Material defects/defect rights
- 10.1 Claims for defects are generally governed by the statutory provisions, unless otherwise stipulated below.
- 10.2 Supplier shall provide TRINAC with the item free of material defects and defects of title. It shall guarantee that all deliveries and services provided by it correspond to the state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations at the time of delivery/service provision and that it is not aware of any forthcoming changes. This applies in particular with regard to the environmental protection regulations applicable in the EU, in the Federal Republic of Germany and at the Supplier's registered office. Supplier shall inform TRINAC immediately of any impending changes of which it is aware.
- 10.3 If the delivery is defective, TRINAC may optionally demand that Supplier rectify the defect or supply a replacement. In this case, Supplier shall be obliged to bear all expenses necessary for the purpose of remedying the defect and for replacement deliveries. The right to claim damages, in particular damages in lieu of performance, is expressly reserved. The warranty period shall be 36 months, calculated from the transfer of risk, unless a longer warranty period applies on the basis of statutory or separate contractual provisions. The warranty period shall be suspended for the period that begins when TRINAC sends a notice of defect and ends when TRINAC accepts the defect-free delivery or service. For a repaired or replaced or repeated part of the delivery or service, the period referred to in sentence 1 shall commence anew upon receipt of the defect-free delivery or service.
- 10.4 Supplier shall indemnify TRINAC on first demand against all claims asserted against TRINAC by third parties - irrespective of the legal grounds - due to a material defect or defect of title or any other defect in a product delivered by Supplier and shall reimburse TRINAC for the necessary costs of legal action in this regard.
- 10.5 Supplier shall assign all warranty claims against its upstream supplier to TRINAC. The assignment shall be accepted by TRINAC. Until revoked by TRINAC, Supplier shall be obliged to exercise the warranty rights for TRINAC.
- 10.6 TRINAC reserves the right to inspect the goods immediately upon receipt for obvious and visible defects and only then to accept them. In the event of a complaint, Supplier may be charged with the costs of the inspection. In the case of defects of any kind, the complaint period shall be 14 days from their detection. During the warranty period, the supplier waives the objection of delayed notification with regard to hidden defects.
- 10.7 Supplier shall assume the inspection obligations for TRINAC and in this respect waives the objections under Section 377 of the German Commercial Code (HGB).
11. Liability
- 11.1 The Supplier shall be liable within the scope of the statutory provisions. In the context of contracts for work and services, original certificates from the employees stating that they have received the minimum wage must be attached to the respective invoices as proof of the minimum wage to be paid if the contractor's proof of payment is not provided in another way.
- 11.2 Insofar as claims are asserted against TRINAC by third parties under product liability or other statutory provisions due to a material defect or defect of title or other defect in a product delivered by Supplier, Supplier shall be obliged to indemnify TRINAC in full against such claims upon first request, if and insofar as it is directly liable to third parties in the external relationship. If TRINAC carries out a product recall as a result of such an event, the expenses and costs incurred in this respect shall be charged to Supplier; Supplier shall be obliged to indemnify TRINAC against this upon first request, insofar as it is liable pursuant to Sections 830, 840, 426 BGB. This shall also apply in particular to any recall campaigns within the framework of the Product Safety Act.
- 11.3 Supplier warrants the existence of appropriate product liability insurance. TRINAC shall be entitled to demand a corresponding confirmation of cover from its insurer.
12. Third-party property rights
- Supplier guarantees that third-party rights do not conflict with the intended use of the purchased or delivered goods, in particular that third-party property rights are not infringed. If claims are asserted against TRINAC due to a possible infringement of third-party rights, such as copyrights, patent rights or other industrial property rights, Supplier shall indemnify TRINAC from this and from any related performance.
13. Data protection
- 13.1 Supplier shall be obliged to keep confidential all illustrations, drawings, calculations and other documents and information received in connection with the order. They may only be disclosed to third parties with TRINAC's written consent, unless Supplier is obliged to do so on the basis of statutory or official

- regulations. The confidentiality obligation shall also extend to personal data. The confidentiality obligation shall also apply after completion or failure of the contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. Sub-suppliers shall be obligated accordingly.
- 13.2 The conclusion of the contract shall be treated confidentially. In Supplier's advertising materials, reference may only be made to the conclusion of the contract with TRINAC after written approval. TRINAC and Supplier undertake to treat all commercial or technical details that are not in the public domain and that become known to them through the business relationship as business secrets. Upstream suppliers shall be obligated accordingly.
14. Severability clause
- 14.1 Insofar as these Terms and Conditions of Purchase do not contain any provisions, the statutory provisions shall apply. Unless the contracting parties have expressly agreed otherwise in writing.
- 14.2 Should one or more provisions of these Terms and Conditions of Purchase be invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. In place of the invalid/unenforceable provision(s), a valid provision shall be deemed to have been agreed which comes as close as possible to the economic intentions of the contracting parties. The same applies in the event of any loopholes.
15. Contract language
The language of negotiation and contract is German. This also means that the contract will be executed verbally and in writing in German.
16. Applicable law
The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules and private international law.
17. Code of Conduct - Restriction of competition
- 17.1 The supplier assures and undertakes to observe the Code of Conduct for Contractual Partners (Code of Conduct) of HOCHTIEF Aktiengesellschaft (Code of Conduct) when providing its deliveries and services. In particular, the supplier expressly assures and undertakes to comply with the anti-corruption, antitrust and competition regulations referred to in the Code of Conduct. Its employees and subcontractors (insofar as subcontracting by the Supplier is provided for or agreed under this contract) shall be required to comply with the Code of Conduct. The Code of Conduct is available at www.trinac.de.
- 17.2 In the event of a breach of applicable anti-corruption or antitrust and competition regulations or other serious breaches of duty against the Code of Conduct, TRINAC shall be entitled to terminate the contract for good cause or withdraw from the contract without setting a grace period.
- 17.3 If the supplier or the persons commissioned by it or acting on its behalf have demonstrably entered into an agreement that constitutes an unlawful restriction of competition, the supplier must pay 10% of the contractual net purchase price incurred during the cartel period for the product affected by the agreement as compensation. This does not apply if the supplier is not responsible for the unlawful restriction of competition. TRINAC shall be at liberty to prove that higher damages have been incurred. Supplier shall be at liberty to prove that no damage or lesser damage has been incurred.
18. Place of jurisdiction
Insofar as there are no mandatory statutory provisions to the contrary, the place of jurisdiction for all claims arising from the respective contract shall be the Essen District Court and, in the case of actions with higher amounts in dispute, the Essen Regional Court.