

# General Construction Site and Assembly Terms and Conditions for Performances to España Tecnologías de Automoción, S.A.U.



## I. Scope of application

1. These General Construction Site and Assembly Terms and Conditions for Performances apply in addition to the General Terms and Conditions of Purchase of **FFT España Tecnologías de Automoción, S.A.U.** (hereinafter "BUYER").
2. These Terms and Conditions take precedence in the case of contradiction between them and the General Terms and Conditions of Purchase named in section I.1.

## II. Execution of work, Occupational safety

1. SUPPLIER must comply with the safety and accident prevention regulations when performing the work owed if SUPPLIER renders its performances wholly or partially on the construction site of BUYER or on the construction site of a third party as instructed by BUYER.
2. SUPPLIER must select its employees for certain safety-relevant activities with care. SUPPLIER appoints one of the deployed employees as construction site manager.
3. Before and during the execution of work, SUPPLIER must observe all safety-relevant regulations and inform itself about all rules of conduct on the construction site; in particular SUPPLIER is obligated to:
  - a) Ensure participation of all deployed employees in the initial instruction by the construction site coordinator. The construction site manager of SUPPLIER ensures that all deployed employees have signed the safety instructions. New employees must be reported to the construction site coordinator before they commence work. New workers may not be deployed before receiving safety instructions and confirming this in writing.
  - b) The construction site manager of SUPPLIER will familiarize new employees with the specific circumstances of the construction site (organization, locations, safety equipment/facilities).
  - c) If SUPPLIER is responsible for a delimited construction site area, then SUPPLIER must mark and secure this area and set up a construction site sign.
  - d) The construction site must be tidied regularly.
  - e) SUPPLIER must inform itself at regular intervals about adjustments and further updates of the safety and health manual.
  - f) SUPPLIER ensures that all its employees attend the safety discussions convened by the construction site coordinator.
  - g) All safety notices and signs must be strictly observed.
  - h) The instructions given by the construction site coordinator must be obeyed.
4. Unless regulated otherwise in the individual order, SUPPLIER provides all necessary safety equipment itself.
5. If SUPPLIER recognizes safety deficiencies during the execution of the work, it must cease the work and notify the identified safety deficiencies to the construction site coordinator on site. SUPPLIER first resumes the work after inspection of the deficiencies.
6. SUPPLIER is responsible for compliance with the safety-relevant regulations by its employees. Before commencing work, SUPPLIER informs the construction site coordinator of:
  - Foreseen start of work
  - Foreseeable end of work
  - Place of work
  - Personnel deployed
  - Foreseen working methods
  - Name of the responsible construction site manager
7. Repeated offense against the safety regulations entitles BUYER to terminate the order.
8. In the case of activities for taking into operation, it must be especially observed:
  - Provisional barriers must be observed, dismantling them is strictly prohibited.

- Access to the area of taking into operation is only permitted after consultation with the persons responsible for taking plant into operation.

9. If BUYER provides the SUPPLIER with items or materials, then SUPPLIER bears the risk of coincidental destruction or deterioration of those items or materials provided by BUYER.

## III. Remuneration

1. Unless regulated otherwise in the individual order, assembly or performances similar to assembly are included in the agreed flat rate remuneration.
2. If remuneration has been agreed in terms of hourly rates in the individual order, the SUPPLIER will invoice the actual costs by attaching the time sheet of the hours worked signed by the project manager of the BUYER. Invoices without an attached signed time sheet cannot be processed and do not trigger any payment due date.
3. Unless agreed otherwise in the individual order, all expenses of SUPPLIER are included in the flat rate remuneration and in the hourly rate remuneration, especially travel costs, materials costs, use of facilities, etc.
4. If due to reasons for which SUPPLIER is not responsible for, it must execute work at times or under circumstances deviating from the conditions presupposed in the contract and necessitating additional expenses, then before executing the works SUPPLIER must notify the additional expenses, this causes, to BUYER and obtain the consent of BUYER to carry out these works. SUPPLIER shall have no claim to compensation for the additional expenses incurred if it neglects this notification.

## IV. Receipt / Acceptance of the performances

1. If the assembly or performance similar to assembly is a part of the total performance/delivery, then the assembly or performance similar to assembly is deemed as accepted upon acceptance of the total performance.
2. If the performance of SUPPLIER consists solely of assembly or performance similar to assembly, then SUPPLIER advises completion of the works to the project manager of BUYER. Acceptance is within 4 weeks following notice of completion and a joint acceptance protocol is recorded in writing.
3. If the contractual performance of SUPPLIER is part of an overall performance of the BUYER to its end-customer, acceptance of the SUPPLIER's performance shall only take place upon acceptance of the BUYER's overall performance by the end customer, without any express declaration being required.