

Additional contract conditions of Hella KGaA Hueck & Co. for construction works, ZVB-construction 2008



(version: May2012)

1 General

As far as not agreed otherwise, only these conditions shall apply to this contract. Contrary or additional General Terms of Business (AGB) of the contractor (AN) shall not be binding for us, neither in case that we do not contradict explicitly to such conditions or that we accept the works without any reservation.

2 Contract basis

The contract is based upon (in the respective version valid at the time of submitting an offer):
the General Contract Conditions for the execution of construction works (VOB/B),
this present Hella-ZVB-construction,
possible Hella-BVB-construction,
the Protocol of negotiations of construction works
as well as the specification of works being the basis for the offer together with the offer from the tenderer.

3 Duties to submit evidence

Before the acceptance of a tender all the necessary documents according to the national valid laws have to be submitted.

4 Documents and CAD drawings

Documents according to § 3 No. 5 VOB/B have to be submitted, at the latest, 12 working days before starting the works or, at the latest, 6 working days after a request is made, i.e. as a simple copy as well as a CAD drawing, as far as not agreed otherwise. All CAD drawings to be submitted to us generally have to be made according to the rules of the Hella-CAD-manual.

5 Payments

Two original copies of the invoices with all enclosures have to be sent to Hella KG Hueck & Co. Invoices must include: our order no. and date of the order, name of our responsible project coordinator, construction project, work or lot.
Payments are always effected within 60 days net.

The legal turnover tax is not included in the standard prices and is shown separately.

6 Compensation

Upon request the AN has to hand over within 3 working days the price fixing for the contractually agreed works (base calculation) in a sealed envelope.

If prices for additional or modified works have to be agreed, we can open a deposited base calculation and use it as a basis for fixing a price. If a base calculation has not been deposited, then the AN upon request has to submit within 3 working days his price fixing for additional or modified works and to provide the necessary information.

In addition to § 2 No. 5 VOB/B a supplementary offer in writing has to be submitted before the execution of modified works.

In addition to § 2 No. 6 VOB/B the claim for compensation for additional works has to be submitted in writing before the execution explaining the reason and the costs for such works. If no such notification is made, there is absolutely no claim for compensation.

7 Employment of subcontractors

In addition to § 4 No. 8 every employment of subcontractors and other third persons not being employees of the AN requires our previous consent in writing. Immediately after placing an order, at the latest, the AN has to inform us which subcontractors or third persons he intends to employ to execute the works.

8 Work paid by the hour

In addition to § 15 No. 3 VOB/B the AN has to submit for examination evidence of the working hours rendered, equipment, machines and building materials used, at the latest, after 2 working days.

9 Acceptance

In addition to § 12 No. 4 num. 1 VOB/B a formal acceptance has to be made in any case.

10 Advertising and Publication

Only with our written approval it is allowed to refer to existing business relations with us in information or advertising material..

11 Liability and labour protection

The AN obliges himself to respect and to observe in his own responsibility all the laws and rules valid for the regulation of labour protection as well as the provisions of the Berufsgenossenschaft (= employer's liability insurance association).

Within 6 working days after placing an order, at the latest, the AN has to submit for each workplace an evaluation of risks together with its documentation, namely according to the national valid laws.

12 Entering and driving on the firm premises / construction sites

Our responsible project coordinator has to be informed in due time about the persons entering or driving on the firm premises or the construction sites, a previous approval is necessary to this effect. When entering and driving on our firm premises or on our construction sites, the instructions of our responsible project coordinator, the plant security and of any third parties instructed by us have to be observed.

Our responsible project coordinator has to be informed always and immediately of any accidents or emergencies within our firm premises.

13 Secrecy

The contractor and his employees are not allowed to pass on to third parties any information concerning our production facilities, business transactions and working procedures. This obligation to secrecy will also continue after the termination of an order. All the documents made available to the contractor (e.g. plans, papers, construction drawings, programs, data and models) and all work results achieved during the execution of this order are our property. They have to be protected against unauthorized access of any third parties and returned to us after termination of the works.

14 Waste management

Any waste in the legal sense resulting from the works of the contractor remain our property, if not agreed otherwise.

15 Place of jurisdiction

Place of jurisdiction is solely at the headquarters of our company.

16 Final clause

If any provisions of this ZVB should be or become invalid, the validity of the other individual provisions and their entirety will not be affected. In such a case the AN obliges to bring about an amicable settlement coming close to the invalid or incomplete provision, namely in legal, technical and economic respect.