

General Terms and Conditions of Sto SE & Co. KGaA for Services and Works (excluding Construction Services)

(Status 01.06.2024)

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| <p>1 Scope of Application</p> <p>1.1 The General Terms and Conditions of Sto SE & Co KGaA for Services and Works ("GTC") apply to all services and works commissioned by Sto SE & Co KGaA ("Sto") with the exception of construction work. Construction work is work of any kind that involves the construction, maintenance, modification or removal of a building. Sto's "General Terms and Conditions for Construction Work" apply exclusively to contracts relating to construction work.</p> <p>1.2 These GTC do not apply to contracts for the delivery of movable goods to be manufactured or produced, as these are exclusively subject to Sto's "General Terms and Conditions of Purchase", which can be accessed at www.sto.de or requested from Sto free of charge.</p> <p>1.3 The latest version of these GTC shall also apply to all future transactions with the contractor.</p> <p>1.4 Any contractual terms and conditions used by the contractor are hereby expressly rejected.</p> <p>1.5 Deviations and additions to these GTC are only effective with the express confirmation of Sto in text form (e.g. by fax, e-mail, EDI or in writing); they only apply to the transaction for which they were expressly agreed.</p> <p>1.6 In all other respects, the execution of an order by the contractor shall be deemed to be an acknowledgement of these GTC.</p> <p>1.7 Insofar as special regulations/specifications of Sto are also included in the contract, these shall take precedence over these GTC, which in this case shall apply in addition to the special regulations of Sto.</p> <p>2 Compliance in the Supply Chain</p> <p>2.1 The respective Sto Supplier Code of Conduct, which can be accessed at www.sto.de or will be sent by Sto free of charge on request, is an integral part of the contract. The contractor undertakes to comply with the provisions of the Supplier Code of Conduct. Furthermore, the contractor is obliged to observe all applicable human rights and environmental prohibitions in accordance with §§ 2 (2) and (3) of the German Supply Chain Due Diligence Act ("LkSG") (hereinafter together with the Supplier Code of Conduct: "Human Rights Requirements").</p> <p>2.2 The contractor undertakes to oblige its suppliers to comply with the Human Rights Requirements and to monitor the implementation of and compliance with these requirements to an appropriate extent. In this respect, it is also authorised to apply its own supplier code of conduct to its suppliers, insofar as this covers the Human Rights Requirements.</p> <p>2.3 At Sto's request, the contractor shall provide Sto with the information necessary to identify any human rights or environmental risks ("Risks") in the business relationship with the contractor. The contractor is obliged to inform Sto immediately of any recognised Risks or violations of Human Rights Requirements in the company's own business area and in the area of its suppliers. At Sto's request, the contractor must provide evidence of this in a suitable form. Insofar as Sto offers training courses on compliance in the supply chain in accordance with the LkSG, the contractor is obliged to participate in these training courses at Sto's request, unless it can prove that it already conducts adequate training courses on compliance with Human Rights Requirements in its own company.</p> <p>2.4 Sto is authorised to regularly review compliance with the Human Rights Requirements by means of an audit with a notice period of 2 weeks and without notice in the event of a suspected violation of the Human Rights Requirements. The audit can be carried out by Sto or by experts commissioned by Sto who are bound to secrecy by Sto, unless they are already bound to secrecy by virtue of their profession, during normal business hours in compliance with the applicable data protection laws. The auditors must be granted access to the contractor's premises and access to the documents required for the audit. Access to the contractor's business secrets or confidential documents of third parties to whom the contractor is obliged to maintain confidentiality need not be granted. The contractor must substantiate the above exception to the auditors.</p> <p>2.5 The audit right pursuant to Clause 2.5 is limited to cases of suspected violation if the contractor is certified in accordance with a certification system recognised for the LkSG and provides Sto with the certificate upon conclusion of the contract or automatically after each renewal.</p> <p>2.7 If the contractor and/or Sto identify violations or imminent violations of Human Rights Requirements in the contractor's own company or at its suppliers, the contractor must immediately take appropriate remedial measures to prevent or end such violations or to minimise their extent. The contractor is obliged to terminate the business relationship with its supplier if there is a serious violation of Human Rights Requirements, the implementation of the measures developed in the concept does not remedy the situation after the expiry of the time specified in the concept and the contractor has no other less severe means at its disposal.</p> <p>2.8 In this respect, the contractor must submit to Sto a concept of suitable remedial measures to end or minimise a violation of human rights by its company or its supplier immediately after becoming aware of it and must also implement this concept. The concept must include a detailed timetable. If the contractor fails to fulfil this obligation within a reasonable period of time set by Sto, this shall constitute good cause for Sto to terminate the contractual relationship without notice. The same applies if the contractor does not provide Sto with evidence of the successful implementation of the remedial measures within a reasonable period of time set by Sto or, in the event of serious violations of Human Rights Requirements by the contractor or its suppliers, the remedial measures provided for in the concept do not lead to the cessation or minimisation of serious violations or imminent serious violations of Human Rights Requirements.</p> <p>2.9 If the contractor culpably breaches any of the above obligations under Clauses 2.1 through 2.8, it shall indemnify Sto against all third-party claims as well as official fines and the costs of ordered</p> | <p>measures and/or court costs and other liabilities insofar and to the extent that these are asserted against Sto due to such a breach of duty.</p> <p>2.10 The provisions of Clauses 2.1 through 2.8 above and the Supplier Code of Conduct do not constitute third-party protective provisions and are exclusively binding on the contractor and exclusively authorize Sto.</p> <p>3 Structure of these GTC</p> <p>3.1 These GTC consist of three sections. Section A contains general provisions for all services and works.</p> <p>3.2 Section B contains special regulations for the provision of services (Dienstleistungen).</p> <p>3.3 Section C contains special provisions for the provision of works (Werkleistungen).</p> <p>3.4 In the event of contradictions, the provisions of Sections B and C shall take precedence over the provisions of Section A.</p> <p>A. General Regulations</p> <p>4 Quotation, Order, Conclusion of Contract</p> <p>4.1 Quotations of the contractor must comply with the provisions of Sto contained in the enquiry; if the contractor wishes to deviate from the enquiry, it must expressly inform Sto of any such deviations in the Quotation.</p> <p>4.2 Orders are only binding if they have been placed or confirmed by Sto in text form.</p> <p>4.3 Orders from Sto must be confirmed by the contractor in text form immediately after receipt, but at the latest within 2 working days of the date of the order (acceptance period), stating all the order data specified. If Sto does not receive such confirmation within the acceptance period, Sto is no longer bound by the order, unless otherwise agreed, e.g. an order confirmation waiver. In the event of an express waiver of an order confirmation by Sto, the order remains valid.</p> <p>5 Scope of Services, Service Provision, Use of Artificial Intelligence</p> <p>5.1 Sto's order alone shall be decisive for the scope of services to be provided, unless deviations, changes or additions have been confirmed by Sto in text form.</p> <p>5.2 Cost estimates of the contractor and the prices listed in the order are binding. The contractor must submit a new binding price offer to Sto in text form before commencing any work that goes beyond this and incurs costs.</p> <p>5.3 The contractor shall provide the service with the utmost care and in compliance with the current state of science and technology.</p> <p>5.4 The contractor is obliged to perform its tasks in person or through its employees. The use of so-called generative "artificial intelligence" in the broadest sense ("AI") always requires Sto's prior consent in text form. In this case, the result generated by an AI must be comprehensively checked by the contractor in accordance with sentence 1 above. In particular, the contractor must ensure that the agreed rights to the result generated by the AI are transferred to Sto or granted to Sto and that no rights of third parties conflict with the agreed and intended use of the service by Sto. The contractor alone is liable for the risks associated with the use of AI.</p> <p>5.5 The contractor may only engage subcontractors to provide its services with Sto's prior consent in text form. Sto may only refuse consent in order to safeguard legitimate interests.</p> <p>5.6 Only the contractor is authorised to issue instructions to its employees and must ensure that the personnel it deploys are not integrated into Sto's operations.</p> <p>5.7 Unless otherwise agreed, the contractor shall report to Sto on the progress of the work on an ongoing basis.</p> <p>6 Remuneration</p> <p>6.1 The remuneration for the provision of the service is based on the order.</p> <p>6.2 If prices are neither specified in the offer, nor in the order confirmation, nor by written agreement, the contractor must inform Sto of its prices in text form for confirmation before the order is executed.</p> <p>6.3 In the absence of an express price agreement, the price last charged by the contractor for these or comparable services shall apply in the context of ongoing business relationships.</p> <p>6.4 Sto does not agree to price adjustment or price increase clauses.</p> <p>6.5 All prices are exclusive of VAT, which shall be charged separately at the applicable statutory rate. Unless otherwise agreed in text form, the price shall include all costs associated with the service, in particular travelling expenses, travel expenses and material costs.</p> <p>7 Invoicing, Terms of Payment</p> <p>7.1 The contractor must issue a verifiable invoice for the remuneration that complies with the applicable tax regulations. The invoice address for invoices for services to Sto SE & Co KGaA is: Ehrenbachstraße 1, 79780 Stühlingen. The invoice is to be sent by the contractor exclusively as a PDF document to the e-mail address: invoice.0101@sto.com; one PDF document per invoice is sent by separate e-mail.</p> <p>7.2 Sto can only process the contractor's invoices if they contain the customary information (in particular order number, exact description of the service). The remuneration for each individual service must be allocated to the respective order number. If remuneration has been agreed on a time basis, the time sheets countersigned by Sto must be enclosed. The contractor is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.</p> <p>7.3 If no special agreements have been made, payment shall be made within two weeks of complete performance and receipt of invoice with a discount of 3% of the invoice amount or within 30 days of complete performance and receipt of invoice without deduction.</p> <p>7.4 If partial payments have been agreed, these shall only be made after the respective partial service has been rendered in full and a</p> | <p>corresponding invoice has been received; the provisions of Clause 7.3 shall apply accordingly.</p> <p>7.5 If instalments or payments on account have been agreed, the discount shall be granted for each individual payment, provided that it is made within the two-week period.</p> <p>7.6 A discount deduction is also possible if Sto offsets or makes justified retentions or withholdings.</p> <p>7.7 Payments by Sto shall be made subject to correction or reclaim in the event that the calculation is subsequently found to be incorrect or objections are raised, and on condition that the service is rendered completely and properly. Payments do not constitute recognition of the service.</p> <p>7.8 The date of payment shall be the date of fulfilment.</p> <p>7.9 Sto does not agree to the agreement of maturity or default interest that is higher than the interest owed by law.</p> <p>8 Subsequent Changes to the Scope of Services</p> <p>8.1 Sto is entitled to demand changes to the contractual services or additional services from the contractor at any time. The contractor may object to such a subsequent change insofar as the implementation of the change request is unreasonable for him.</p> <p>8.2 The contractor shall submit a new contractual offer for these changes and/or extensions to Sto in text form within 14 days. Additional remuneration or additional expenses will only be charged after an order and confirmation of these additional services in accordance with Clauses 4.2 and 4.3 paid or reimbursed.</p> <p>8.3 If an agreement cannot be reached, Sto is entitled to extraordinarily terminate the contract for the service originally to be provided if Sto cannot reasonably be expected to adhere to the contract without the changes and/or extensions.</p> <p>9 Deadlines</p> <p>9.1 The deadlines and dates for performance stated in the order are binding.</p> <p>9.2 If neither performance deadlines nor a performance date have been agreed, performance shall be rendered immediately, unless the circumstances indicate otherwise.</p> <p>10 Delay in Performance, Default</p> <p>10.1 Should any circumstances prevent the contractor from meeting a binding deadline and/or should circumstances arise which indicate that the deadline will be exceeded, the contractor must inform Sto immediately in text form of the reason for and expected duration of the delay. This also applies to circumstances and events for which the contractor is not responsible.</p> <p>10.2 In the event of a delay in performance due to Force Majeure (Clause 11) or labour disputes for which Sto is not responsible, Sto shall have the option, without this giving rise to any claims on the part of the contractor, either to withdraw from the contract in whole or in part after the expiry of a reasonable period or to demand that the services will be performed at a later date.</p> <p>10.3 In the event of default by the contractor, Sto is entitled to demand a contractual penalty in the amount of 0.25% of the agreed gross order value per day of default, but not more than a total of 5% of the gross order value of the (partial) service in default.</p> <p>10.4 The assertion of higher damages due to delay remains unaffected; the contractual penalty paid will be deducted from any damages to be claimed.</p> <p>10.5 Sto is entitled to claim contractual penalty within two weeks of receipt of the final invoice.</p> <p>10.6 Sto does not agree to limitations of liability and indemnities of any kind in the event of default by contractor.</p> <p>11 Force Majeure</p> <p>11.1 "Force Majeure" means the occurrence of an event or circumstance which prevents a party from performing a contractual obligation if and to the extent that the party affected by the impediment (the "Affected Party") proves (a) that such impediment is beyond its reasonable control and (b) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party. Impediments within the meaning of lit. (a) include wars, civil wars, insurrections, acts of terrorism, piracy, currency and trade restrictions, embargoes, sanctions, official measures and orders, expropriation, epidemics, pandemics, natural disasters, fire, unless the non-affected party proves otherwise.</p> <p>11.2 If a party fails to fulfil its contractual obligation due to the default of a third party that it has commissioned to fulfil all or part of the contract (including subcontractors), the party may only invoke Force Majeure to the extent that the conditions set out in Clause 11.1 are met for both the contracting party and the third party.</p> <p>11.3 Insofar as Clause 11.1 or 11.2 is fulfilled, the Affected Party shall be released from the contractual obligation and from any liability for its breach from the time at which the impediment causes the inability to perform and to the extent to which the impediment prevents performance, provided that it notifies the other party thereof without delay. If the notification is not made immediately, the exemption shall only take effect from the time at which the notification is received by the other party. The other party may suspend the fulfilment of its obligations, if applicable, from the date of notification.</p> <p>11.4 If the effect of the asserted impediment is temporary, Clause 11.3 shall only apply for as long as the impediment asserted prevents the fulfilment of the contractual obligation by the Affected Party. The Affected Party must notify the other party as soon as the obstacle in question no longer exists.</p> <p>11.5 The Affected Party is obliged to remedy the Force Majeure as far as possible and to mitigate its effects as far as possible.</p> |
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| <p>12 Sto's Duty to Co-operate</p> <p>12.1 If Sto has to provide information or services that are necessary for the provision of services by the contractor, Sto will provide these in accordance with the description and deadlines specified in the order or offer. This applies accordingly to the handover of requested documents and information.</p> <p>12.2 If information cannot be obtained by reasonable means or cannot be disclosed due to the rights of third parties, this does not constitute insufficient co-operation. In such cases, the contractor shall not be entitled to terminate the contract unless the contractor cannot reasonably be expected to continue to adhere to the contract.</p> <p>12.3 If Sto's cooperation is insufficient, the contractor must send a reminder in text form immediately after becoming aware of this, otherwise Sto shall not be in default and the contractor cannot invoke this insufficient cooperation. The contractor shall bear the burden of proof of receipt of the reminder in text form.</p> <p>13 Granting and Transfer of Rights, Rights of Use</p> <p>13.1 Upon payment of the agreed remuneration, Sto acquires all transferable rights to the documents, records, drafts and ideas developed or designed by the contractor for Sto, in particular the exclusive, unrestricted, irrevocable and non-cancellable right of use and all other authorisations to publish, reproduce and exploit these services, including all legal positions (in particular any name and trademark rights) thereto. This transfer of rights is unrestricted in terms of time, place, intended use and in any other way. It includes the right to reproduce, edit and retransmit and also applies to unknown types of use.</p> <p>13.2 There are no third-party rights to the services provided by the contractor under this agreement in the form of ideas, drafts and designs that could impair or prevent their use for the contractually agreed purpose.</p> <p>13.3 If the contractor engages third parties as subcontractors for the fulfilment of the contract, he is obliged to provide Sto with the same legal position with regard to the services provided by the third parties as described in 13.1. The contractor must prove this to Sto in a suitable manner upon request. Should the contractor not be in a position to do so in special cases, he must inform Sto of this in good time before carrying out the respective order.</p> <p>13.4 When publishing works of the contractor, Sto is not obliged to include a copyright reference to the contractor, unless otherwise agreed in individual cases.</p> <p>13.5 When transmitting a work, in particular in the case of third-party works, the contractor shall provide Sto with suitable proof that the author or authors waive the right to be named in the work.</p> <p>13.6 Sto reserves the property rights and copyrights to the documents (e.g. illustrations, drawings, models, samples) provided to the contractor for the provision of the service. The documents may only be used to process the order and to perform the ordered service; they may not be made accessible to third parties without Sto's prior consent in text form. At the same time, the contractor is obliged to hand over any duplicates of the documents made by him; the same applies to any documents developed from the documents. Models, etc. made according to Sto's documents may only be delivered to Sto.</p> <p>14 Insurance</p> <p>14.1 The contractor undertakes to maintain public liability insurance with a sum insured of EUR 1 million per claim (personal injury and/or property damage); if Sto is entitled to further claims for damages, these shall remain unaffected.</p> <p>14.2 Upon request, the contractor shall provide Sto with all confirmations of the relevant insurance policies.</p> <p>14.3 The contractor shall also be obliged to notify the Sto immediately in text form of all changes and changes to the liability insurance and other insurance policies.</p> <p>14.4 The contractor is responsible for insuring its own equipment; Sto does not provide insurance.</p> <p>15 Cancellation, Withdrawal</p> <p>15.1 Sto's statutory rights to cancellation remain unaffected.</p> <p>15.2 In addition, both parties are entitled to extraordinary termination for good cause. Good cause for termination includes in particular if</p> <ul style="list-style-type: none"> · a party suspends its payments or · the opening of insolvency proceedings is refused for lack of assets or · if the other party breaches contractual obligations and this breach is not terminated within a reasonable period of time at the written request of the contractual partner. There is no need to issue a warning or set a deadline if the continuation of the contractual relationship appears unreasonable due to the seriousness of the breach of duty, if success is not to be expected or if immediate termination appears justified after weighing up the interests of both parties. Termination without notice is generally excluded if the breach of contract is insignificant so that, after weighing up all the circumstances, termination without notice does not appear appropriate. <p>15.3 The cancellation must be declared in text form.</p> <p>15.4 The previous services shall be invoiced in accordance with the agreed conditions.</p> <p>15.5 The right of cancellation for both contracting parties remains unaffected if the legal requirements are met. If the requirements for the right to extraordinary cancellation are met at the same time, there is a right to choose.</p> <p>16 Safety Precautions</p> <p>16.1 The contractor must ensure the safety of the work place. All safety precautions required in connection with its performance shall be taken by the contractor itself and shall be set up, maintained and, if necessary, supplemented in accordance with the provisions of the</p> | <p>16.2 accident prevention regulations.</p> <p>16.3 If existing safety precautions such as protective covers, railings, stairs, etc. are temporarily removed for the provision of the service, the contractor is obliged to reinstall the removed devices professionally and safely after the service has been provided. For the duration of the removal, the contractor shall secure all danger points by suitable measures at its own expense.</p> <p>16.4 The contractor is liable for all damage caused to objects belonging to Sto as a result of a breach of the aforementioned safety obligations. If Sto is held liable by third parties for personal injury or property damage caused by a breach of the aforementioned safety obligations, the contractor is obliged to indemnify Sto against liability.</p> <p>16.5 Insofar as the contractor carries out work in the area of Sto's premises, the trade association regulations for safety and health at work and the "Safety regulations for external companies at Sto SE & Co. KGaA", apply, the current version of which can be accessed at www.sto.de or can be sent to the contractor free of charge on request.</p> <p>17 Personnel and Subcontractors of the Contractor</p> <p>17.1 The contractor is obliged not to deploy any temporary workers within the meaning of the German Temporary Employment Act ("AÜG") and/or any employees who are not in possession of a valid work permit and/or a valid social security card. The contractor shall allow Sto or a person authorised by Sto to carry out appropriate checks.</p> <p>17.2 Any subcontracting of services to subcontractors requires Sto's consent in text form. The commissioned companies must be named for each subcontracting. In the event of subcontracting to a foreign subcontractor, the contractor must also inform Sto of the number and duration of work of the foreign employees to be deployed.</p> <p>17.3 The contractor also undertakes towards Sto to fulfil the obligations to pay the minimum wage and to pay the holiday fund contributions in accordance with the German Posted Workers Act ("AEntG"), the collective bargaining provisions applicable to the contractor's business and the obligations under the German Minimum Wage Act ("MiLoG"). The contractor's obligations under the MiLoG include, but are not limited to, the obligation to pay remuneration at least in the amount of the minimum wage at the latest by the due dates specified in the MiLoG, the obligation to record the start, end and duration of daily working hours and to retain these records.</p> <p>17.4 The contractor is obliged to ensure that the subcontractors commissioned by it do not use any temporary workers within the meaning of the AÜG and/or any employees from third countries who are not in possession of a valid work permit and/or a valid social security card, that these subcontractors both fulfil the obligations under the MiLoG and impose these obligations on other subcontractors (so-called sub-subcontractors) to the same extent.</p> <p>17.5 Sto is entitled to request the contractor to provide evidence of the fulfilment of the obligations pursuant to Clauses 17.1 through 17.4 shall be required.</p> <p>17.6 Should the contractor violate one or more of the obligations under Clauses 17.1 through 17.5 Sto is authorised, subject to any further rights, to set a reasonable grace period for the fulfilment of the obligations concerned. Should this reasonable period expire without fulfilment, Sto is entitled to terminate the contract without notice and to claim damages instead of performance.</p> <p>17.7 If the contractor commissions subcontractors, it shall indemnify Sto against all claims asserted against Sto due to violation of the provisions of the AEntG by these subcontractors. In the internal relationship with Sto, the contractor shall assume the obligations that apply to Sto and the contractor as co-guarantors pursuant to § 14 AEntG solely and in full. The same applies to the commissioning of labour hire companies in accordance with the AÜG. Furthermore, the contractor shall indemnify Sto against any third-party claims arising from breaches of obligations under the MiLoG.</p> <p>18 Assignment, Offsetting, Right of Retention</p> <p>18.1 An assignment of claims of the contractor against Sto requires Sto's consent in text form in any case. If the contractor provides objectively justified reasons for the assignment, Sto shall not refuse the required consent.</p> <p>18.2 The contractor shall only be entitled to offset or retain items or payment if the counterclaims arise from the same contractual relationship or are legally established by judgment or recognized, or undisputed, by Sto.</p> <p>19 Scope of Liability</p> <p>19.1 Sto does not agree to any limitation of the contractor's contractual and non-contractual liability, neither with regard to the standard of fault nor with regard to the extent of liability or the amount of liability.</p> <p>20 Statute of Limitations</p> <p>A shortening of the warranty periods of these GTC is expressly rejected. In all cases, the statutory periods shall apply as a minimum, unless longer periods have been agreed in Sections B and C.</p> <p>21 Secrecy</p> <p>21.1 The contractor undertakes to maintain secrecy about the existence and content of the order as well as about all business matters and processes that Sto becomes aware of within the scope of the order and that are not generally known, in particular all secret data relating to the economic situation and market behaviour of Sto, as well as all technical data of Sto ("Confidential Information"), even after termination of the order. This does not apply to Confidential Information which is demonstrably generally known or published</p> | <p>at the time of disclosure, which is part of the general specialised knowledge, which is the general state of the art or which is individually known to the contractor; the contractor shall inform Sto in writing of such prior individual knowledge.</p> <p>21.2 The confidentiality obligation does not apply if, and as soon as, the Confidential Information becomes generally known after the time of disclosure without any action on the part of the contractor that violates the confidentiality agreement, is made known to him individually by third parties without these third parties violating a confidentiality obligation of the Confidential Information, is recognised or developed by the contractor independently and independently of the Confidential Information, is made known to the public in writing by Sto or must be disclosed in accordance with mandatory statutory provisions. In the latter case, the contractor shall inform Sto of the disclosure obligation.</p> <p>21.3 Except in the cases set out in Clause 21.2 above, any disclosure to third parties, unless it is absolutely necessary for the fulfilment of the contract, requires Sto's express prior consent in text form.</p> <p>21.4 The contractor is obliged to agree a corresponding confidentiality obligation with its employees to the extent permitted by labour law and with commissioned third parties.</p> <p>22 Choice of Law, Place of Fulfilment, Place of Jurisdiction</p> <p>22.1 The law of the Federal Republic of Germany shall apply exclusively. The destination specified in the order is the place of fulfilment for all services of the contractor. The place of fulfilment for Sto's payments is Stühlingen.</p> <p>22.2 If the contractor is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, or if the contractor or the branch of the contractor concluding the contract has its registered office outside the Federal Republic of Germany, the place of jurisdiction for all rights and obligations of the parties to the contract arising from transactions of any kind shall be Sto's registered office. The same shall apply if the contractor moves its domicile or habitual residence outside Germany after conclusion of the contract or if its domicile or habitual residence is not known at the time the action is filed. However, Sto is also entitled to sue the contractor at its general place of jurisdiction.</p> <p>B. Special Regulations for Services</p> <p>23 Claims for Breach of Contract</p> <p>23.1 Sto shall be entitled to the full statutory claims in the event of breach of the contractor's main and ancillary performance obligations, delay in performance, impossibility, default and non-performance.</p> <p>24 Statute of Limitations</p> <p>24.1 The general limitation period of three years shall apply, calculated from completion of the service or from handover of any work results, whichever occurs later.</p> <p>C. Special regulations for Work Services (except Construction Services)</p> <p>25 Scope of Services, Obligations of the Contractor</p> <p>25.1 The contractor undertakes to manufacture/produce and deliver or make available to Sto the work exclusively in accordance with the description and specification laid down in the individual contract and in accordance with the instructions issued by Sto in text form. Prior to the start of work, the contractor must confirm in text form at Sto's request that it has taken note of the description and specification in all details.</p> <p>25.2 Insofar as a review of the description and specification as well as the instructions in accordance with Clause 25.1 or the contractor has reservations about the intended type of execution, about the quality of the materials provided by Sto or about the services of other companies commissioned by Sto, it is the responsibility of the contractor to inform Sto of these in text form and to work towards an amicable clarification with Sto.</p> <p>25.3 Sect. 25.2 shall apply accordingly if the ambiguities or concerns only arise in the course of the execution of the order.</p> <p>25.4 The contractor shall interrupt the provision of services until the ambiguities or concerns have been fully resolved.</p> <p>25.5 It is the contractor's responsibility to commence the work performance only once the description and specification as well as Sto's instructions have been clarified in all details. The contractor may demand that Sto declares its approval - if necessary also partial approval - for the provision of the work performance in text form. Costs incurred by the contractor because the necessary clarification of ambiguities has not been carried out shall be borne by the contractor.</p> <p>26 Change Request</p> <p>26.1 If Sto deems changes to be relevant or necessary after conclusion of the contract, Sto will inform the contractor immediately. In this case, an agreement between both parties is required on the resulting modifications to the content and execution of the contract.</p> <p>26.2 If the subject matter of the contract is subsequently amended or extended, the contractor is entitled to demand an adjustment of the remuneration for the additional costs incurred as a result of the amendment if the contractor has notified Sto of this as an offer to amend the contract prior to the amendment or extension of the subject matter of the contract. The contractor shall only be entitled to the increased remuneration if the offer to amend the contract is expressly accepted by Sto, whereby Sto undertakes to accept the offer if the contractor proves that the additional costs notified by it are caused by the subsequent amendment to the subject matter of the contract.</p> |
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(Status 01.06.2024)

- 27 Sto's Duty to Co-operate**
- 27.1 If Sto has to provide services that are necessary for the provision of the work performance, Sto will provide them in accordance with the contractually agreed description and specification and on the dates specified therein.
- 27.2 If Sto does not provide these services as agreed, the contractor may demand reasonable compensation from Sto, the calculation of which shall be specified in the contract or fixed as a lump sum.
- 27.3 The contractor must allow to be offset against this compensation what it saves in expenses as a result of Sto's delay or what it can acquire through other use of its labour. The contractor is obliged to disclose this to Sto. The contractor can fulfil the duty of disclosure by granting Sto - through an expert professionally bound to secrecy - access to the business books.
- 27.4 In such cases, the contractor shall not be entitled to terminate the contract unless the contractor cannot reasonably be expected to continue to adhere to the individual contract despite the compensation provided for herein.
- 28 Provision, Retention of Title, Tools, Liability**
- 28.1 If Sto provides the contractor with objects, Sto reserves the right of ownership to these. Processing or transformation by the contractor shall be carried out for Sto.
- 28.2 If items provided by Sto are processed with other items not belonging to Sto, Sto shall acquire co-ownership of the new item in the ratio of the value of the items provided to the other processed items at the time of processing.
- 28.3 If items provided by Sto are inseparably mixed with other items not belonging to Sto, Sto shall acquire co-ownership of the new item in the ratio of the value of the items provided to the other mixed items at the time of mixing. If the mixing takes place in such a way that the contractor's item is to be regarded as the main item, it is agreed that the contractor shall transfer co-ownership to Sto on a pro rata basis. The contractor shall keep the sole ownership or co-ownership for Sto.
- 28.4 Sto reserves the right of ownership to tools. The contractor is obliged to use the tools exclusively for the production of the service ordered by Sto. The contractor is obliged to insure the tools belonging to Sto at replacement value against fire, water damage and theft at its own expense. At the same time, the contractor hereby assigns to Sto all claims for compensation under such insurance; Sto hereby accepts the assignment. The contractor is obliged to carry out any necessary maintenance and inspection work on tools at its own expense and in good time. The contractor must notify Sto immediately of any malfunctions; if the contractor culpably fails to do so, Sto reserves the right to claim damages.
- 29 Material**
- 29.1 If it is the contractor's responsibility to procure the material for the provision of the service, it must do so at its own expense and risk. The material used by the contractor must correspond to the contractually agreed description and specification. If the contractor wishes to use equivalent but different material, this use shall only be in accordance with the contract if Sto has given its prior consent in text form (Clause 1.5).
- 29.2 Insofar as Sto has specified certain sources of supply for the procurement of the material in the contract, only the use of the material originating from this source of supply is in accordance with the contract. In such cases, and if Sto has a legitimate interest, the contractor is obliged, at Sto's request, to provide Sto with evidence of its supplier and the place of origin of the material.
- 30 Cancellation**
- 30.1 Until acceptance, Sto is entitled to terminate the contract for work at any time without giving reasons.
- 30.2 If the contract for work and services is cancelled by Sto, the contractor is entitled to demand pro rata remuneration for the partial services already rendered by it in accordance with the contract as well as for the contractual preparation of future partial services.
- 31 Acceptance**
- 31.1 Acceptance of the work shall take place after completion. Partial acceptance shall not take place.
- 31.2 If expressly agreed, a record of the acceptance shall be drawn up and signed by both parties.
- 31.3 If the service is not in accordance with the contract and Sto therefore rightly refuses acceptance or if accepts subject to the elimination of defects specified in the protocol, the contractor is obliged to provide a service in accordance with the contract without delay and to eliminate the defects, to notify Sto of the expected duration of the elimination of defects and, after completion of the rework, to notify Sto of the elimination of defects. If necessary, a new acceptance of the work performance shall take place.
- 32 Warranty, Limitation Period**
- 32.1 Sto is entitled to the rights due to material defects and defects of title in accordance with the law on contracts for work and services in full.
- 32.2 The limitation period is 36 months and for planning and monitoring services for buildings 72 months from acceptance.
- 32.3 The limitation period for fraudulently concealed defects or organisational faults shall not expire before the expiry of the period specified in Clause 32.2 mentioned periods.
- 32.4 In the event of subsequent fulfilment, the limitation period shall commence upon completion of the rectification work or delivery of the new work in accordance with Clause 32.2 shall run again. However, the new limitation period shall only apply to the repaired or replaced part of the work performance if only this - also a dependent - part has been repaired or replaced.
- 32.5 The limitation period is suspended during the period in which the work cannot be used due to a defect or its rectification. The suspension of the limitation period begins at the earliest on the day on which this defect is notified to the contractor and ends when the work can be used again by Sto.