

Advanced Conditions of Purchase

Harzer Zinkoxide GmbH, Landstraße 93, 38644 Goslar – Germany – hereinafter “HZO”

Supplementary contractual provisions

These additions are valid for all work contracts, service and investment orders on the factory premises and the facilities of HZO, the client (AG)

1. The contractor (AN) works fully independently and takes full responsibility for the proper and successful execution of the work. The contractor has to keep the work free from material and legal defects (§ 633 (1) BGB).
2. Tools and the machines, operating materials, industrial gases, fuels and protective work clothing required to carry out the assigned work are made available by the contractor at no additional cost.
3. The contractor observes the relevant statutory environmental standards and minimizes environmental pollution.
4. All packaging materials, pallets, containers, etc. must be taken back by the contractor at no cost to the client and properly disposed of.
5. After completion of the work and successful commissioning, the responsible technical department of the client carries out a final acceptance. The creation of suitable acceptance or acceptance protocols is required and must be signed by both contracting parties.
6. For property of those employed or commissioned by the contractor the AG does not assume any liability for employees.
7. In general, the use of subcontractors is not desired. The client must be

informed of the planned use of subcontractors before the order is accepted. If subcontractors are used, the contractor guarantees that the subcontractors will assume the same obligations towards the client in the context of their deliveries and / or services as the contractor himself has assumed.

8. All employees employed by the AN (permanent, AÜG, WV, subcontractors) are exclusively subject to the AN's right to issue instructions. The AG can refuse the use of subcontractors.
9. The relevant European, federal German and state laws as well as official guidelines, regulations, guidelines and rules of the BG, supervisory authorities, state and federal offices apply to the provision of the service or implementation of the trade.

The following also apply:

External company guideline HZO

With order confirmation or execution of the order, the the above texts as accepted.

If you have any questions on this topic, the contractor can contact the purchasing department:

Purchasing HZO
General Hotline:
Tel.: +49 5321 684 0

10. The AN assumes full liability for damage caused to the AG by the AN, its permanent employees (permanent), its subcontractors, its employees under the AÜG (AÜG), contract workers (WV).

11. The AN exempts the AG from claims by third parties that arise from damage and are the responsibility of the AN. The public liability policy for personal injury and property damage must be presented to the responsible employee in the purchasing department before the order is placed.
12. All employees of the contractor speak the German language throughout. In order to be able to follow safety-relevant instructions in the event of danger, all employees of the contractor must be able to communicate in German. Deviations from this must be regulated separately in writing. The contractor must ensure this when selecting his employees (permanent, AÜG, WV, subcontractors).
13. For all employees of the contractor (permanent, AÜG, WV, subcontractors), valid residence and work permits must be presented to the client before starting work on the construction site
14. Employment without a valid residence and / or work permit by the AN (permanent, AÜG, WV, subcontractor) or other illegal employment entitles the AG to terminate for good cause. The other termination rights of the AG (BGB, VOB / B) remain unaffected.
15. Unless otherwise agreed, all waste becomes the property of the contractor. He's for them responsible for proper disposal, whereby the waste code no. according to AVV are to be coordinated with the client. The contractor must submit all disposal documents to the client promptly and without being requested to do so.

These Advanced Conditions of Purchase are drafted in the English and German language. The English version is only a convenience translation of the German version. In case of any discrepancy between the English and the German version, the German version shall prevail.