General Terms and Conditions

Supply and installation | Anhamm Liquid Barrier Products GmbH

1 Scope

1.1 These General Terms and Conditions apply to contracts between Anhamm Liquid Barrier Products GmbH, Franz-Haniel-Straße 47, 47443 Moers, Germany (Anhamm), and business customers acting in the course of their commercial or independent professional activities, legal entities under public law and special funds under public law. They cover agreed supplies of containment systems and accessories and planning, installation, testing, repair and maintenance services. This version does not apply to consumers or contracts with Anhamm LLC.

1.2 The version agreed before or upon conclusion of the contract applies. Individual agreements take precedence. Amendments to these terms do not automatically amend existing contracts. Deviating purchasing terms apply only with consent; the statutory rules on conflicting standard terms remain unaffected.

1.3 These terms do not incorporate the German Construction Contract Procedures, Part B (VOB/B). If VOB/B is to apply, its application and the coordination of the contract documents must be agreed separately. Classification as a contract of sale, a contract for the supply of goods to be manufactured, a contract for work or a construction contract depends on the specific contractual content.

2 Offers and contract formation

2.1 Binding offers may be accepted within 30 calendar days of the offer date unless a different period is stated in the offer. Budget prices expressly designated as non-binding are cost estimates based on the stated planning status. Before an order is placed, they require a binding offer or another agreement on scope and price.

2.2 The contract is concluded by acceptance of a binding offer or another mutual agreement. Orders deviating from an offer require acceptance by Anhamm. Subsequent order confirmations do not unilaterally amend the contract. Agreements should be documented in text form; individual agreements and statutory form requirements remain unaffected.

2.3 Where several hinged barriers or quantities are offered together for one project, the stated unit and total prices are based on an order for the entire offered scope of supply and services as a package, unless individual items are expressly designated as alternatives, options or independently orderable. If only selected items or lower quantities are ordered, the stated unit prices do not constitute an offer capable of separate acceptance. Anhamm will recalculate the revised scope and submit a separate price offer; a partial order is concluded only once scope and price have been agreed. Changes to existing contracts and statutory termination rights are governed by Sections 5 and 7.

3 Agreed characteristics and application limits

3.1 The agreed contract documents are decisive. The liquid to be contained, temperature, installation location, clear opening, containment height, manufacturing dimensions, loads, slope, adjoining surfaces and interfaces must be defined for each project. Customer dimensions must be distinguished from confirmed manufacturing dimensions. Anhamm owes the agreed characteristics and suitability in accordance with statutory provisions.

3.2 Test marks, certificates and supporting documentation apply only within their documented testing and application scope. No general suitability for every substance, potentially explosive atmosphere or cleanroom is promised. A guarantee exists only on the basis of a corresponding guarantee declaration. Statutory rights in respect of defects remain unaffected.

3.3 Overall planning of the building and the flood protection, fire protection, containment or drainage concept is owed only where expressly commissioned. Anhamm's own duties to advise, inspect and give warnings in relation to the services undertaken remain in place.

Prices and payment

Contract terms | supplementary project details in separate annexes

4 Prices and payment

4.1 Prices are in the currency stated in the offer or, if no currency is stated, in EUR, in each case plus applicable statutory VAT. Transport, packaging, unloading, installation, grouting material and other services are governed by the agreed pricing scope. Services already included or otherwise owed will not be charged twice.

4.2 Unless a different payment period is agreed, invoices are payable net within 30 calendar days after receipt and satisfaction of the statutory conditions for payment to fall due. For work and services under a contract for work, acceptance is generally required; for construction contracts, the requirements for a verifiable final invoice must also be observed. Special statutory cases remain unaffected.

4.3 Advance payments and differing payment schedules are agreed for each project. Without an agreement, Anhamm may request progress payments only where the statutory conditions are met. Cash discounts apply only if separately agreed. Statutory rights of set-off, retention and refusal of performance remain in place. Default in payment and default interest are governed by law.

4.4 If, after conclusion of the contract, it becomes apparent that Anhamm's claim to counter-performance is at risk because of the customer's inability to perform, the rights under Section 321 of the German Civil Code (BGB) apply. Anhamm may withhold performance that it is obliged to provide in advance to the extent permitted by law until counter-performance is rendered or appropriate security is provided. Further rights, in particular withdrawal after an appropriate deadline has been set, are subject to the statutory conditions. Mere suspicion does not permit unrestricted changes to agreed payment terms.

Long lead times and postponements

Contract terms | supplementary project details in separate annexes

4 Prices and payment - Long lead times and postponements

4.5 Where agreed delivery or installation dates are more than four months after conclusion of the contract, or where the customer requests postponement of the agreed performance date, Anhamm may offer a supplementary price agreement for services not yet performed if order-related procurement or performance costs have demonstrably increased after conclusion of the contract. Any increase requires express agreement with the customer; this clause does not confer a unilateral or automatic right to increase prices.

4.6 Anhamm will explain the proposed additional price in text form by reference to the affected materials, including metal surcharges, collectively agreed manufacturing/installation labour costs or external transport/crane costs. Evidence may include relevant specialist indices, collective agreements or comparable procurement quotations of the same type, quality and quantity, stating the baseline and comparison dates. The basis is verifiable net additional costs attributable to the order; purchasing advantages, materials or third-party services already secured at fixed prices, and expenses saved must be taken into account in calculating those costs. Double charging and additional costs caused by Anhamm itself are excluded.

4.7 If the customer requests a change, the parties will agree the new performance date, additional remuneration and any other consequences before implementing the change. The supplementary agreement should be recorded in text form; individual agreements and statutory form requirements remain unaffected. An existing contract is not unilaterally amended merely by the passage of time, a new price offer or a request to postpone a date. Before conclusion of the contract, the acceptance period and the budget-price reservation under Section 2.1 apply.

4.8 Until agreement is reached, the existing contract terms apply. Silence or receipt of the new price offer does not replace consent. Rejection of a proposed increase alone does not give Anhamm any additional right to suspend agreed services or withdraw from the contract. These provisions do not establish automatic adjustment of the agreed price to subsequent market movements.

4.9 Statutory rights relating to failure to cooperate, default or a serious disturbance of the basis of the transaction remain unaffected, subject to their respective conditions. The cost consequences of impediments are additionally governed by Section 6, and changes to the scope of services by Section 5. Services already performed or invoiced will not be made more expensive retrospectively by a supplementary price offer.

Changes and scheduling

Contract terms | supplementary project details in separate annexes

5 Drawing approval and changes

5.1 The drawing signed and approved by the customer or a person authorised for that purpose, with an unambiguous drawing and revision status, forms the binding basis for manufacture within the agreed scope of services. Before approval, the customer must check, in particular, the opening dimensions, installation conditions, connection positions and design requirements specified by the customer or to be confirmed by the customer for consistency with its requirements; outstanding information or information the customer cannot verify must be clarified jointly before approval. Manufacture in accordance with the approved manufacturing dimensions and design details does not constitute a deviation from that manufacturing basis. Subsequent change requests or site conditions changed by the customer after approval do not, in themselves, constitute a manufacturing defect; any necessary changes and additional costs will be agreed under Section 5.2 insofar as Anhamm is not responsible for their cause. Anhamm is not liable for consequences attributable exclusively to incorrect customer information or instructions insofar as Anhamm has not breached any duty of its own. Deviations from the approved drawing and Anhamm's own breaches of design, manufacturing, inspection and warning duties remain Anhamm's responsibility. Agreed functionality, safety and statutory rights in respect of defects remain unaffected. Drawing approval does not constitute acceptance of the subsequent work.

5.2 Changes after approval, additional services or subsequent division of installation into several visits will be coordinated before execution with regard to scope, additional or reduced remuneration and scheduling consequences. Statutory rights to make or instruct changes remain unaffected. Sections 4.5 to 4.9 apply to supplementary price agreements for long lead times or postponements. No unilateral right to increase prices is granted.

6 Dates and impediments

6.1 Delivery and installation dates are based on the agreed prerequisites, such as technical clarification, required drawing approval and an agreed advance payment that has fallen due. Requested dates become binding only when agreed. Anhamm will request necessary cooperation in good time and notify the customer without undue delay of identifiable scheduling risks.

6.2 Missing preparations or other impediments will be documented with their cause, duration and effects. Dates will be adjusted only in accordance with the actual effects and a reasonable remobilisation period. Waiting time, additional journeys, storage or further visits will be invoiced only on an agreed or statutory basis, transparently and taking account of expenses saved. Avoidable consequences must be limited.

6.3 In the event of force majeure for which neither party is responsible, the parties will inform each other without undue delay and coordinate countermeasures. Cost increases or supplier failures alone do not automatically constitute force majeure. Statutory rights relating to default, impossibility of performance and disturbance of the basis of the transaction remain in place.

7 Termination and custom-made products

Statutory termination, withdrawal and defect-related rights remain unaffected. On termination of a contract for work, the settlement is governed in particular by statutory rules, taking account of expenses saved and earnings from other use of capacity. No additional unrestricted right to cancel binding orders for custom-made products is granted. Mutually agreed termination and its costs must be agreed separately; no flat-rate cancellation charge is stipulated. Statutory form requirements must be observed.

Delivery and site preparation

Contract terms | supplementary project details in separate annexes

8 Delivery, unloading and interim storage

8.1 The delivery location, transport, unloading and transport within the premises are specified in the offer. Incoterms apply only if expressly agreed with a named place and version. Merely stating "ex works" does not automatically incorporate all Incoterms rules. Customs, imports and local requirements must be coordinated separately for international projects.

8.2 Transfer of risk is governed by the applicable law and validly agreed delivery terms. For work under a contract for work, risk generally passes on acceptance; statutory exceptions remain unaffected. Delivery before completion of the installation owed by Anhamm does not replace acceptance of that installation.

8.3 For advance deliveries, the parties will agree unloading, suitable interim storage and availability at the installation location. The party undertaking storage or provision must protect the material against damage, theft, contamination and unsuitable loading in accordance with the instructions supplied. Anhamm's own protective duties remain in place. Transport damage should be documented and reported promptly; statutory rights remain unaffected.

9 Site preparation and photographic evidence

9.1 Before installation begins, the customer must arrange for the floor recess to be prepared on site in accordance with the approved drawing. Its construction, including necessary preparatory building work, is not part of Anhamm's services. Deviations require an express separate agreement. Dimensions, depth, load-bearing capacity and suitability of adjoining surfaces must comply with the coordinated documents.

9.2 The customer must arrange the permits and structural and building prerequisites allocated to it, and provide timely information about concealed services, hazardous substances, contamination, potentially explosive atmospheres, access rules and other identifiable special hazards. Agreed services and Anhamm's own inspection duties remain unaffected.

9.3 Before Anhamm travels to site, the customer must confirm readiness for installation and provide current, informative photographs of the recess, wall and floor interfaces, access route and unloading area. The submission date will be set during installation planning. Changes must be reported without undue delay. Photographs do not replace a required on-site inspection or Anhamm's own inspection and warning duties.

10 Access, utilities and equipment

10.1 The customer must provide safe, unobstructed and adequately dimensioned access and the agreed working and storage areas. Delivery, barriers, operational permits, working time windows and coordination with other trades must be arranged in good time. A contact person authorised to make decisions must be designated.

10.2 Water and electricity connections required for the agreed installation must be available for use at the agreed supply point. Capacity, distance and costs will be determined for each project. Unless otherwise agreed in the offer, the customer must provide suitable unloading and transport equipment, such as a forklift or crane of sufficient capacity, suitable lifting accessories and authorised operating personnel.

10.3 In dangerous or technically unsuitable conditions, Anhamm may suspend the affected work until safe clarification has been achieved. Impediments and their cost consequences are governed by Section 6 and the statutory or validly agreed project-specific rules.

Installation and acceptance

Contract terms | supplementary project details in separate annexes

11 Drainage and electrical connections

11.1 Where a connection is included in the agreed design and is technically permissible, Anhamm will equip the product with a connecting pipe or connection spigot. Its position will be specified in the approved drawing following technical coordination. Anhamm does not connect to the site's drainage system, sewer or other pipework. The customer or its specialist contractor must provide the planning, connection and any required backflow protection for the site drainage system.

11.2 Uncontrolled discharge of retained hazardous liquids is not owed and must not be inferred from the provision of a connection spigot. Required disposal and containment concepts must be clarified for each project. The suitability of a drain depends on the product and its application.

11.3 Anhamm does not carry out electrical installation work. Electrical connections for warning lights, sirens, pull-wire switches, other signalling equipment, control/alarm interfaces and required equipotential bonding must be provided on site by a suitable specialist electrical contractor. Mechanical provision or attachment of accessories is included only to the agreed extent. Supply, interfaces and testing must be coordinated before commissioning. The mechanical closing function must be distinguished from optional electrical signalling equipment.

12 Installation, grouting and commissioning

12.1 Anhamm will perform the agreed installation services professionally. The offer determines who is responsible for grouting material, grouting work, concrete, wall/floor waterproofing and other interface work. Work not undertaken by Anhamm remains the responsibility of the site/customer. Agreed installation supervision does not release Anhamm from its own duties.

12.2 Materials, application, weather conditions and curing are governed by the specific design and the instructions of the manufacturer of the material used. Traffic and loading are permitted only after sufficient curing and any required technical clearance. No general curing time is promised.

12.3 Commissioning and the agreed functional test are included within the scope of commissioned installation. Special additional tests, official acceptance procedures or special supporting documentation are owed only if agreed; mandatory duties and the agreed characteristics remain unaffected.

13 Delivery note as confirmation of acceptance

13.1 After completion of the installation owed, the parties should inspect the work together and record acceptance in a document clearly designated "Delivery note and confirmation of acceptance". The completed installation is accepted when the customer or a person authorised to accept the work signs the express acceptance declaration contained in that document. Known defects, outstanding work and reservations must be recorded in the acceptance section. Statutory rights and the consequences of accepting known defects without reservation remain applicable.

13.2 For delivery only, or installation that has not yet been completed, a signature in the goods-receipt field confirms receipt only. It does not automatically constitute acceptance of installation work not yet performed. A mere signature by a driver, warehouse employee or unauthorised person does not replace an expressly declared acceptance of installation.

13.3 Acceptance may not be refused for minor defects in accordance with the law. Statutory deemed acceptance is subject to the statutory conditions. Anhamm will hand over the operating, maintenance and testing documents owed and instruct designated personnel to the agreed extent. Technical clearance, contractual acceptance and official acceptance must be distinguished.

Defects, operation and maintenance

Contract terms | supplementary project details in separate annexes

14 Claims for defects and limitation periods

14.1 Statutory rights in respect of defects and limitation rules apply unless a valid project-specific agreement provides otherwise. For ordinary goods sold, the period is generally two years from delivery. Five-year periods may apply to buildings and certain building-related items; for relevant work under a contract for work, the period begins on acceptance. The specific contract is decisive.

14.2 If VOB/B has been validly agreed, the period is governed by the relevant agreements and Section 13(4) VOB/B. Its standard period for buildings is generally four years from acceptance unless another period is agreed. Special rules, in particular for certain components dependent on maintenance, must be examined separately. No blanket reduction of all building-related claims to two or four years is agreed. Mandatory exceptions and separate guarantees remain unaffected.

14.3 Defects should be reported as precisely as possible, with photographs and operating information where appropriate. Anhamm must be given the opportunity to inspect and remedy defects, with safe access, to the extent provided by law. Rights in urgent cases remain unaffected. Duties of inspection and notification under Section 377 of the German Commercial Code (HGB) apply only where their conditions are met.

14.4 Installation or maintenance by third parties does not, in itself, result in the loss of all rights in respect of defects. Damage caused by subsequent improper use, modification or failure to carry out proper maintenance falls outside Anhamm's responsibility only insofar as the relevant cause is material to the damage or defect. Anhamm's own breaches of duty and the statutory burden of proof remain unaffected.

15 Maintenance, cleaning and functional testing

15.1 The operator must keep the system safe and functional through regular cleaning, inspection, functional testing and competent maintenance. The operating/maintenance documents provided for the specific system, applicable permits and legal requirements are decisive. Shorter intervals must be observed where contamination is increased or environmental conditions are more demanding.

15.2 Competent maintenance must be scheduled at least annually unless shorter system-specific intervals apply. Annual maintenance does not replace more frequent cleaning, visual inspections or functional tests. Where operating instructions ATEX2_13_29112013 apply to the specific system, particular attention must be paid to the documented functional tests every six months, cleaning at least monthly in low/normal contamination conditions and weekly visual inspections specified therein.

15.3 Tests and maintenance must be documented with their date, scope, result and the person carrying them out. Suitable and appropriately instructed personnel must be used. A maintenance contract with Anhamm arises only through a separate agreement; no automatic obligation to use Anhamm for maintenance is created. Shorter intervals required by authorities or for the specific system remain applicable.

16 Protection and changes of use

16.1 Sealing, movement and required drainage areas must be kept clear and clean in accordance with the operating documents. The system must not be obstructed or used as a storage area. Subsequent work by other trades must not impair it through welding spatter, grinding dust, mortar or impermissible loads.

16.2 In the event of damage, impact, exceptional exposure or an identifiable malfunction, appropriate protective measures must be taken without undue delay in accordance with the relevant operating and safety instructions, and Anhamm must be informed. Before the system is returned to service, suitable specialist personnel must verify its safe condition where required by the event and the system requirements. Changes to liquids, loads, surroundings or connections must be assessed by competent personnel before further use. Unauthorised safety-related modifications are prohibited.

Confidentiality and final provisions

Contract terms | supplementary project details in separate annexes

17 Drawings, prices and confidentiality

17.1 The parties must treat the other party's non-public information as confidential where it is marked as such or its confidentiality is apparent from the circumstances. This includes drawings, design documents, calculations, costing and individual offer/pricing terms. Such information may be used only for the relevant project and to exercise associated rights.

17.2 Necessary disclosure to employees, involved planners, building owners, specialist contractors, inspectors and advisers subject to professional confidentiality duties is permitted to the extent required; corresponding confidentiality must be ensured within the limits permitted by law. Other disclosure or publication requires prior consent in text form. Providing documents does not permit copying the design or using it for other projects; contractual operation, maintenance, repair and documentation remain permitted.

17.3 Information demonstrably lawfully known, public without a breach of duty, lawfully received from third parties or developed independently is excluded. Statutory disclosures, court/authority proceedings, mandatory procurement/transparency obligations and protected reports remain permitted. Where allowed, notice must be given before compulsory disclosure. The obligation continues for as long as confidentiality exists. Rights to documents remain with their holder unless different usage rights have been agreed.

18 Project references and publicity

18.1 Anhamm may present its own project work in a factual, anonymised form for reference and PR purposes on its website, social media, in presentations, brochures and press articles, provided that no differing agreement or legitimate confidentiality, security or other protective interests prevent this. The customer, location and other participants must not be identifiable from the presentation. An objection in text form may be made at any time for future use; Anhamm's own online posts already published will then be removed or adjusted within a reasonable period.

18.2 Customer names, logos, identifiable project information and photographs and video recordings will be used only following separate approval within the agreed scope; Annex D serves this purpose. Site access and on-site recordings must be coordinated in advance. Personal rights and third-party rights remain unaffected. Prices, detailed technical documents, trade secrets and safety-sensitive content are not approved for publication. A refusal in Annex D takes precedence over the general reference provision.

19 Liability

Anhamm has unlimited liability for intent and gross negligence, culpable injury to life, body or health, fraudulent concealment and under mandatory law, in particular product liability law. Any guarantee assumed is governed by its declaration. For ordinary negligence, Anhamm is liable for essential contractual duties whose performance makes proper execution of the contract possible and on whose fulfilment the customer may ordinarily rely, limited to foreseeable loss typical of the contract. In all other respects, liability for ordinary negligence is excluded; the stated exceptions remain unaffected. These rules also apply to representatives, employees and persons engaged to perform contractual obligations; statutory contributory fault remains applicable.

20 Retention of title

Movable goods remain Anhamm's property until their purchase price has been paid in full, insofar as legally possible. The statutory consequences of installation or incorporation remain unaffected. No right to unauthorised removal or entry onto third-party land arises. Any demand for return is subject to the statutory conditions.

21 Governing law and final provisions

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG); mandatory local law remains unaffected. For international projects, local requirements and permits must be clarified separately. For merchants within the meaning of German commercial law and the public-law customers referred to in Section 1, the courts at Anhamm's registered office have jurisdiction to the extent permitted by law; exclusive statutory jurisdictions remain in place. Statutory jurisdiction applies to other customers. Invalid clauses or clauses not incorporated into the contract are subject to statutory consequences, in particular Section 306 BGB.