1. General

1.1 These General Purchasing Terms and Conditions shall apply to all purchases of goods, materials, equipment and services by B3 Energy Solutions GmbH (“Buyer”).

1.2 Any terms and conditions of the Supplier deviating from or conflicting with these Terms shall not apply unless expressly accepted by B3 in writing.

1.3 The contractual documents shall apply in the following order of precedence: Buyer’s purchase order, these General Purchasing Terms and Conditions, Buyer’s enquiry/specification, Supplier’s quotation.

1.4 The Supplier shall confirm acceptance of the purchase order in writing within five (5) working days. Commencement of work, shipment of goods or provision of services shall also constitute unconditional acceptance of the purchase order and these Terms.

1.5 Any deviation from the purchase order, technical documentation or these Terms shall require prior written approval by Buyer.

2. Scope of Supply

2.1 The Supplier shall provide all goods, services and documentation necessary for complete and compliant fulfilment of the purchase order, even if not explicitly mentioned but reasonably required for the intended purpose.

2.2 The Scope of Supply shall include all agreed drawings, certificates, inspection records, test reports, quality documents, operating instructions, traceability documentation, packing and transport preparation.

2.3 The Supplier shall comply with all applicable technical specifications, drawings, codes, standards, welding procedures, inspection and test plans (ITP), contractual quality requirements.

3. Quality Requirements and Documentation

3.1 The Supplier shall maintain an appropriate quality management system suitable for the supplied scope.

3.2 Material certificates, NDT reports, dimensional reports and all other required documentation shall be submitted in accordance with the purchase order requirements.

3.3 Missing or incomplete documentation shall constitute incomplete delivery.

3.4 Buyer reserves the right to reject deliveries with missing documentation, incorrect marking, insufficient traceability, or deviations from specifications.

3.6 The Supplier shall maintain traceability of materials and manufacturing processes throughout production.

3.7 Calibration certificates for relevant measuring and testing equipment shall be provided upon request.

4. Inspection and Audit Rights

4.1 Buyer, its customer and/or third-party inspectors shall have the right to inspect and monitor manufacturing, testing and documentation activities during normal working hours.

4.2 The Supplier shall provide reasonable access to workshops, records and manufacturing areas relevant to the order.

4.3 The Supplier shall notify Buyer at least ten (10) working days before any agreed inspection or hold point.

4.4 Inspection, review or release by Buyer shall not relieve the Supplier from its full responsibility for quality and compliance.

4.5 Buyer reserves the right to reject non-conforming goods even after delivery, installation or further processing if hidden defects or non-conformities are discovered.

4.6 The Supplier shall investigate non-conformities and provide corrective actions upon request.

5. Delivery, Packaging and Transport

5.1 Delivery dates stated in the purchase order are binding.

5.2 The Supplier shall immediately notify Buyer in writing of any event likely to affect the agreed delivery schedule.

5.3 Goods shall be properly packed, protected and marked for transport, storage and handling.

5.4 Corrosion-sensitive or machined surfaces shall be adequately protected against damage and environmental exposure.

5.5 Each shipment shall include delivery note, purchase order reference, item identification, quantity, and required documentation.

5.6 Partial deliveries require prior written approval by Buyer.

5.7 Unless otherwise agreed, delivery shall be DAP Dorsten, Germany according to Incoterms® 2020.

6. Prices and Invoicing

6.1 Agreed prices shall be fixed and not subject to escalation unless expressly agreed in writing.

6.2 Prices shall include all costs required for complete fulfilment of the order including packaging, standard documentation, marking, transport preparation, and export formalities where applicable.

6.3 Invoices shall contain purchase order number, item references, delivery note number, and applicable tax information.

6.4 Invoices shall be submitted electronically in PDF format to invoices@b3-energy.de

6.5 B reserves the right to withhold payment for incomplete or non-conforming deliveries.

6.6 Payment of an invoice shall not constitute acceptance of the goods or waiver of any rights.

7. Warranty and Non-Conformities

7.1 The Supplier warrants that all supplied goods and services are free from defects, comply with agreed specifications, are fit for intended use, and comply with applicable laws and standards.

7.2 The warranty period shall be eighteen (18) months from commissioning, or twenty-four (24) months from delivery, whichever occurs first.

7.3 In case of defects or non-conformities, Buyer may at its discretion require repair, replacement, re-performance, price reduction, or reimbursement of costs.

7.4 All costs arising from defective deliveries shall be borne by the Supplier, including transport, dismantling, reinstallation, inspection, testing, sorting, rework, and reasonable administrative expenses.

7.5 If the Supplier fails to remedy defects within a reasonable period, Buyer may perform or subcontract corrective actions at Supplier’s cost.

7.6 The Supplier shall flow down applicable warranty and quality requirements to its subcontractors and sub-suppliers.

8. Delay Penalties

8.1 In case of delay, Buyer shall be entitled to liquidated damages of 1% of the order value per full week of delay up to a maximum of 10% of the total order value unless otherwise agreed.

8.2 Payment of liquidated damages shall not exclude further claims for damages exceeding such amount.

9. Subcontracting and Assignment

9.1 The Supplier shall not assign the purchase order or subcontract substantial portions of the scope without prior written approval by Buyer.

9.2 Buyer reserves the right to reject proposed subcontractors for justified quality, technical or commercial reasons.

9.3 The Supplier shall remain fully responsible for all subcontracted work and suppliers.

10. Liability and Indemnification

10.1 The Supplier shall be liable for all damages, losses, costs and expenses arising from defective deliveries, delayed deliveries, non-conformities, violation of applicable laws or standards, infringement of third-party intellectual property rights, or acts and omissions of the Supplier or its subcontractors.

10.2 The Supplier shall indemnify and hold harmless Buyer, its employees and customers against third-party claims arising from the Supplier’s scope.

10.3 The Supplier shall maintain adequate liability insurance upon request.

11. Confidentiality and Intellectual Property

11.1 All drawings, calculations, specifications and commercial information provided by Buyer shall remain confidential and property of Buyer.

11.2 Such information shall not be disclosed to third parties or used for purposes other than execution of the purchase order.

11.3 The Supplier shall return or destroy confidential information upon request.

12. Compliance and Export Control

12.1 The Supplier shall comply with all applicable export control laws, sanctions regulations, anti-corruption laws, environmental regulations, occupational health and safety regulations.

12.2 The Supplier shall immediately inform Buyer of any compliance issue affecting the order.

13. Governing Law and Jurisdiction

13.1 These Terms and all purchase orders shall be governed by the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 Exclusive place of jurisdiction shall be Dorsten, Germany.