

# SHIPPING TERMS

**April 2019**

These **shipping terms** are generally valid regulations for shipping. If required, these will be supplemented for the respective order by **additions specific to the project**.

## **Delivery condition/pricing (defined in the order):**

1. FCA – Free Carrier named place of departure (as specified in the negotiation protocol and/or in the order), in accordance with INCOTERMS 2010, export cleared.
2. DAP – Delivered at Place (named place of destination) according to INCOTERMS 2010
3. FOB - Free on Board, named port of shipment according to INCOTERMS 2010
4. CIP - named place of destination according to INCOTERMS 2010

In the event that the order includes options for transport/packaging, the use will be decided 3 weeks at the latest before the agreed delivery date.

## **General:**

Irrespective of the final delivery condition/pricing, the following points apply:

1. Original documentation
2. Dangerous goods
3. Temporary deliveries
4. Non-compliance with shipping terms

**Re 1. FREE CARRIER (FCA) named place of departure (as specified in the negotiation protocol and/or in the order), in accordance with INCOTERMS 2010, export cleared:**

**1.1 Type of packaging:**

The packaging must correspond to the nature of the goods to be shipped and the transport load for the respective mode of transport, taking repeated transshipments into account.

If there are no further regulations regarding corrosion protection according to the order / technical documents, the enclosed GENERAL CORROSION PROTECTION GUIDELINES must be adhered to.

**1.2 Mode of transport:**

HGV (general cargo or partial/complete load)  
Rail (general cargo or wagonload)  
Airfreight/Ship

The choice of mode of transport is determined exclusively by the customer.

The contractor shall take full and sole responsibility for stowing the goods professionally and properly taking the optimal utilisation of freight space and proper load securing on the outgoing vehicles into consideration.

**1.3 Receiving address:**

Is notified in the **shipment release** at the latest.

**1.4 Shipping documents:**

As agreed in Bilfinger Industrial Services GmbH's "**General Commercial Conditions**", the deadlines for sending shipping documents have penalties attached:

**a) Provisional delivery schedule:**

Must be sent completely filled out and typewritten to Bilfinger Industrial Services GmbH - Mr Grill within 7 days on request.

Oversized consignments and heavy loads in accordance with Section 1.11 and dangerous goods in accordance with Section 4 shall be specially marked.

**(b) Notification of readiness for delivery:**

Must be sent completely filled out to Bilfinger Industrial Services GmbH - Mr Grill to arrive immediately/2 weeks before each planned shipment at the latest.

**c) Delivery notes:**

Must be prepared in German/English, completely filled out, according to specification.

The information in the delivery notes must correspond exactly with the designations in the order, the technical documents (parts lists, specifications, drawings, etc.) and the individual part identification in accordance with Section 1.7.

Further regulations according to the order / technical documents must be complied with.

Drawing numbers and contract item numbers (item no.) must be entered according to specification.

Each loose part shall be listed. Collective names such as SET, SPARE PARTS, 1 SET ACCESSORIES, etc. are not permitted.

Defective or incomplete delivery notes must be corrected immediately upon request at the contractor's expense, replaced on/in the packing lists and sent to Bilfinger Industrial Services GmbH - Mr Grill.

### **1.5 Export clearance/control:**

When placing the order, the contractor is obliged to inform Bilfinger Industrial Services GmbH - Mr Grill, if goods from its scope of supply are subject to the authorisation requirement for export in accordance with the Austrian Foreign Trade Act in the version applicable at the time or if they are included on the European list of dual-use goods or if they are subject to other national and/or international authorisation requirements, in particular US re-export control law.

The contractor must immediately inform Bilfinger Industrial Services GmbH - Mr Grill, if goods were not subject to an export licence requirement and/or not on the dual-use list or subject to other licence requirements when the order was placed, but have meanwhile become subject to a licence requirement or have been included in the dual-use list, or if the contractor becomes aware of other export obstacles or constraints.

Export duties shall be handled by the contractor in compliance with the official requirements concerning the export of goods.

### **1.6 Item identification:**

Each loose part must be labelled in such a way that clear identification is guaranteed and the designations etc. correspond exactly with the "description of the contents" in the delivery notes (see section 1.4c).

In addition, the valid codes in accordance with the numbering system prescribed by Bilfinger Industrial Services GmbH (e.g. contract item no./item no., SCS no., drawing no., function/location code for electrician equipment) shall be attached to the parts.

The labelling of the part shall be carried out using suitable part labels or inscriptions on the part. Labelling must be done using non-water-soluble, UV-resistant inks.

### **1.7 Shipment release:**

This shall be issued in writing upon receipt of the notification of readiness for delivery and upon fulfilment of all obligations relating to the final technical inspection.

### **1.8 Shipment advice note:**

Must be sent to Bilfinger Industrial Services GmbH - Mr Grill on the shipment date.

### **1.9 Spare parts, wear parts:**

They must be packed separately from the main delivery.

The spare part labels sent by Bilfinger Industrial Services GmbH shall be attached to the parts in accordance with the provisions in the order.

Separate packing and shipping instructions must be awaited.

### **1.10 Oversized and heavy transports:**

The degree to which the equipment is disassembled must be in accordance with the order / technical specification.

Exceeding the maximum permissible dimensions / weights for the respective mode of transport must be avoided as far as possible.

If there are oversized loads are required with rail transport, the contractor must obtain the necessary transport permits from the responsible rail authorities in good time.

For all consignments requiring oversized transport, the contractor must send the transport sketches on a scale of 1:20 to Bilfinger Industrial Services GmbH - Mr Grill immediately/2 months before the equipment parts' shipment date at the latest.

Transport sketch contents:

- Diagram of the equipment part with at least 3 views and its maximum external dimensions in cm
- Special features (e.g. nozzle position, other protruding attachments) are to be specially highlighted and dimensioned
- The packaging and/or transport aids (runners, saddles, etc.) must be taken into account in the diagram.
- The centre of gravity position must be entered.
- The gross weight per equipment part must be indicated.

### **1.11 Package marking:**

You will be informed about the package marking in the shipping release.

International marking symbols shall be used correspondingly.

**Irrespective of the agreed delivery condition/pricing, the following points must be fulfilled by the contractor:**

**1. Original documentation:**

Certificates of origin, movement certificates, preferential certificates of origin, etc. or proofs of origin shall be issued by the contractor in the necessary form and at the expense of the contractor at the request of Bilfinger Industrial Services GmbH.

**2. Dangerous goods:**

Packaging (inner and outer packaging) and the shipment of dangerous goods such as paints, thinners, adhesives, acids, toxic substances, pressurized gases, etc. shall be carried out strictly in accordance with the regulations (IMDG, IATA, ADR, RID) for the selected mode(s) of shipment through to the final destination.

The required original dangerous goods certificates, accident leaflets, etc., which are regulated in the aforementioned regulations, must be provided by the contractor (in German/English as well as the final destination's national language).

**3. Temporary deliveries:**

Assembly equipment, special tools, measuring instruments, etc. and all goods that are only temporarily used in the country of destination and which are re-exported after completion of the order must be packed separately from the main equipment without exception.

The mixing of finally imported goods with temporarily imported goods is not permitted.

Goods to be supplied temporarily must be specially marked in the delivery documents (packing lists).

**4. Non-compliance with shipping terms:**

The contractor shall reimburse Bilfinger Industrial Services GmbH for all costs incurred by AM due to non-compliance with or incorrect fulfilment of the shipping terms but at least €1,000 per individual case.

**5. Contact**

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Appendices

- Provisional delivery schedule
- Notification of readiness for delivery