



## **General Sales and Delivery Terms**

### **1. Standard Delivery Terms**

- a) Payment: 14 days net
- b) Delivery: As agreed, EXW Tampere
- c) Validity: 30 days
- d) Price: Net, VAT 0%
- e) Terms apply unless otherwise agreed.

### **2. Service Provider's Delivery Obligations**

- a) The service provider must deliver and prepare hot tap and line stop components based on initial client information, unless agreed otherwise.
- b) If the client supplies these components, their functionality becomes the client's responsibility.

### **3. Acceptance of the Offer**

- a. Acceptance of the offer creates a binding agreement between both parties for the performance of the work and acceptance of the General Sales and Delivery Terms.

### **4. Delivery Time & Order Confirmation**

- a) The service provider confirms the delivery time and order with the client.

### **5. Insurance**

- a) The service provider maintains liability insurance that covers damages resulting from their activities at the site. The compensation amount of this liability insurance is at least 1,000,000 euros.
- b) Each party is responsible for insuring their own and rented construction and other equipment, as well as their own property.

### **6. Defect Liability**

- a) The service provider is accountable for damages resulting from their actions, in accordance with applicable law, where liability is based on negligence and/or carelessness, unless otherwise specified in these terms. The client must report any observed installation or other defect promptly upon becoming aware of it, even if there is a possibility that the defect may cause damage.
- b) In cases of immediate threat or occurrence of damage, prompt measures should be taken to prevent further harm.
- c) Complaints must be submitted within a reasonable time, but no later than 30 days after the defect has been identified.



- d) The service provider's responsibility for defects is limited to those occurring within the warranty period of the service or delivery. The Product Liability Act applies to damages caused by defective products.
- e) The warranty period for installation work is 12 months.

## **7. Indirect Damages and Limitations**

- a) The service provider's liability for indirect damages to the client, such as lost sales or missed profits, is limited to the total amount of the ordered work or the portion thereof to which the liability applies. This contract term does not authorize the client to withhold payment or invoice related to the contract; however, any compensation and its method of execution shall be agreed upon on a case-by-case basis between the parties.
- b) Any deviation from this liability limitation must be agreed upon in writing separately. This limitation does not apply to situations where the damage was caused intentionally or by gross negligence.

## **8. Pipeline and Preliminary Information**

- a) The condition of the pipeline must permit hot tap and/or line stop work.
- b) The client should provide accurate preliminary information about the pipeline as early as possible, including materials, internal and external diameters, wall thicknesses, pressure, temperature, and flow substance.
- c) Our offer for line stop and hot tap work is valid, provided that the information about the pipes matches the preliminary information given by the client.
- d) If the exact measurement of the pipe is unknown at the offer stage, it must be provided to the service provider before the order. If exact measurement cannot be made at that time, we will estimate the pipe dimensions and adjust the tools accordingly. After the hot tap, we will determine whether the tools or equipment require modifications.
- e) The allowed deviation in the internal and external diameter of the pipe is +/- 2 mm.
- f) The pipe must be round; otherwise, we cannot guarantee the success of the work.
- g) If significant additional work is required to access the work site to bring materials to the site, the service provider is entitled to charge additional costs according to condition 12.c.
- h) The service provider reserves the right to charge additional costs if the work has involved changes.

## **9. Work Site Safety and Preparations**

- a) The client is accountable for ensuring the safety of the work site, providing humane working conditions, and fulfilling other prerequisites before the service provider commences work. The client must verify that the work can be executed in compliance with applicable laws and regulations, which includes securing the



excavation zone, installing proper scaffolding, and arranging safe traffic management.

- b) The client bears the responsibility for covering the preparation costs associated with the work site.
- c) The service provider is committed to performing their duties at the site while adhering to occupational safety standards and maintaining general order in accordance with applicable laws and regulations.

## **10. Parking**

- a) The client shall reserve a parking space for the service provider's installation vehicle at or near the work site during the course of the project. In the event that a parking space is not provided by the client, the service provider reserves the right to charge the client for any incurred parking expenses related to the installation vehicle, unless otherwise agreed upon.

## **11. Delays and Schedule Adjustments Outside the Service Provider's Control**

- a) If the service provider is unable to commence or carry out their work due to circumstances beyond their control, they are entitled to charge the client 65.00 € (VAT 0%) per installer per hour for this time. This condition applies if the scheduled work can begin on the planned start date.
- b) If the commencement of the work needs to be postponed to another time, the service provider is entitled to charge up to 690.00 € (VAT 0%) per installer for each planned workday.
- c) These contract terms apply only if notification about the delay or postponement is received less than two (2) business days before the planned delivery of the work.
- d) For changes made by the client to the agreed schedule, the service provider is entitled to charge the client for the direct costs related to the delivery of the work during that period, such as hotel reservations, travel tickets, preparations, and other incurred costs.
- e) If there are deficiencies in the safety or working conditions of the work site, these situations are also considered delays, and the above conditions apply.

## **12. Waiting Time and Additional Work**

- a) For the line stop work, the waiting time is measured from when the line is plugged until the service provider can begin plug removal. The following waiting times are included in the price based on pipe size:
  - 1. DN20 – DN125: 4 hours (0.5 days)
  - 2. DN150 – DN300: 8 hours (1 day)
  - 3. DN350 – DN600: 16 hours (2 days)
- b) For any additional waiting time, the service provider may charge the client 65.00 € (VAT 0%) per installer per hour of waiting time.



- c) If tasks outside the ordered work arise, such as removing pipe insulation or significant additional effort to transport materials to the work site, the service provider has the right to charge separately for these tasks. Additional work is charged at a rate of 65.00 € (VAT 0%) per installer per hour.

### **13. Irregular Working Hours**

- a) For work performed outside regular working hours, including additional tasks, waiting time, or comparable activities, an extra charge will be applied as follows:
  1. Weekdays from 18:00 to 22:00: €65.00 per hour per installer
  2. Other times: €82.50 per hour per installer

### **14. Cancellation Policy**

- a) For cancellations made less than 14 days before delivery, the service provider is entitled to charge the client according to the following terms:
  1. 7–13 days before delivery: 15% of the service value
  2. Less than 7 days before delivery: 30% of the service value
  3. Less than 1 day before delivery: 70% of the total order value
- b) A confirmed order can be cancelled 14 days before the planned delivery without any service charge. If components have already been ordered for the order, condition 14.c applies.
- c) The procurement costs of components for the work, the resulting freight costs, and preparation costs are always charged separately according to the offer. This condition does not apply if condition 14.a.3. applies.
- d) Components can also be agreed upon separately for compensation, in which case they remain with the service provider. If compensation cannot be agreed upon, the components remain with the client and are charged according to condition 14.c.
- e) The freight costs of the line stop and hot tap equipment are always charged according to the actual costs.
- f) In all the above conditions, the service provider reserves the right to charge reasonable handling fees for these costs.

### **15. Disclaimer**

- a) The service provider is not liable for the damage or breakage of asbestos cement pipes or PVC, PE, or any other plastic pipes, nor for any resulting additional costs or lost profits for the client if such damage occurs during drilling or other mechanical handling. The service provider is also not liable for damages to other pipe materials if the damage is due to structural weaknesses, corrosion, aging, or reasons outside the preliminary information provided by the client.
- b) This disclaimer does not apply in cases where the damage was caused intentionally or through gross negligence.



**TONISCO Deutschland GmbH**  
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- c) The service provider is not liable for damages caused by unforeseen circumstances, such as changes in work site conditions, hidden damages, or other Force Majeure events, unless otherwise agreed upon in writing.

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