

Please note that, due to the current Covid-19 pandemic, we have had to change our General Terms and Conditions of Supply and Delivery dated July 2016 as specified below:

Section 5 of the General Conditions of Supply and Delivery dated July 2016 is amended as follows:

5.8 Delay in delivery due to Covid-19

All delivery and delivery times may be affected by, for example, reduced freight capacity for delivery, enforced operational shutdown, shutdown ordered by the government, travel restrictions or import or export restrictions in Germany, the destination country or region where the site is located, and/or a necessary transit country.

The buyer shall not have the right to claim liquidated damages as per Subsection 5.7 in the event of a delay for the above reasons or as a consequence of the above reasons, for which BMA is not solely responsible.

Section 6 of the General Conditions of Supply and Delivery dated July 2016 is amended as follows:

6.4 Conditions for deployment of personnel

The deployment of personnel, assignments and all times of assignments agreed shall be subject to all of the following conditions:

- a. At the time of deployment, there are no entry, exit or travel restrictions or closed borders in the destination country or in the region where the site is located.
- b. At the time of deployment, there are no exit or travel restrictions in Germany relating to the country of the buyer or region of the site.
- c. At the time of deployment, there are no travel restrictions in a necessary transit country.
- d. The buyer has implemented additional health and safety measures at the construction site to prevent infection of BMA personnel. The buyer shall submit these additional health and safety measures in writing to BMA for review and approval no later than five (5) working days prior to the planned deployment. Without such approval of the additional measures, the deployment may be postponed.
- e. At the time of deployment, there are no indications that, after entry to the destination country or the region where the site is located, or after re-entry to Germany following the deployment, BMA personnel shall be required to stay in quarantine.
- f. At the time of deployment, no similar unreasonable circumstances exist that could prevent a safe entry to or exit from or stay in the destination country, or a safe exit from or re-entry to Germany.

BMA shall not be liable for any loss or damages incurred if deployment has to be terminated, cannot be effected at all or cannot be effected in good time for the above reasons.

The situation changes daily. We reserve the right to change our quotation/acknowledgement if one or more of the above points apply.