

Acceptance record under VOB/B: the template that does not forget the reservations

Open Experience GmbH · Last updated: 8 September 2026 · Online version with explanations:
<https://openexperience.de/en/wissen/abnahmeprotokoll-vorlage/>

The acceptance record documents the acceptance of construction work under § 12 VOB/B: who took part, which work is being accepted, whether acceptance is declared or refused, which defects and outstanding work were identified with which deadline, which reservations the client declares — in particular for known defects and the contractual penalty — and when the limitation period for defect claims begins. The template is meant as a Word file to fill in on the day of acceptance; the explanations on this page say for every field why it matters.

Notes on use

- **Prepare before the appointment**
Fill in part 1, pre-populate parts 3 and 4 with known defects and outstanding work from the running defect list. Whoever arrives at the inspection with a blank sheet forgets the most on the day.
- **Complete on the day of acceptance**
Enter findings immediately, number the photos, have everyone sign the record on site. A record "reconstructed" days later loses its evidential value.
- **Every defect on its own**
Location, symptom and deadline per line. A collective line "various defects" is worthless in a dispute. Outstanding work belongs in part 4, not in the defect list.
- **Tick reservations, do not imply them**
Known defects and the contractual penalty are expressly reserved (part 5). What is not written there counts as not reserved.
- **Copy against receipt**
Every party receives the signed record; handover on site against signature or provable dispatch. The date in part 6 is the most important number of the project.

What is not in the record was not identified and not reserved at acceptance — and is therefore usually lost.

Tick the boxes marked ☐; the grey hints in the fields say what belongs there and are overwritten.

Disclaimer

Non-binding sample, not legal advice. Contractual agreements and the individual case take precedence. Check contractual basis, time limits and reservations before signing; seek legal advice if acceptance is refused or major defects are disputed. German law.

Sources and legal basis

- VOB/B (2016 edition), official text of the BMWSB — § 11 (4) (contractual penalty), § 12 (acceptance), § 13 (4) and (5) (limitation, rectification), § 16 (3) (final payment) (German) — https://www.bmwsb.bund.de/SharedDocs/downloads/DE/veroeffentlichungen/bauen/vob-teil-b.pdf?__blob=publicationFile&v=1
- § 640 BGB — acceptance, deemed acceptance and reservation of known defects (German) — https://www.gesetze-im-internet.de/bgb/__640.html
- § 641 BGB — remuneration falling due with acceptance (German) — https://www.gesetze-im-internet.de/bgb/__641.html
- § 634a BGB — limitation of defect claims, five years for buildings (German) — https://www.gesetze-im-internet.de/bgb/__634a.html
- § 650g BGB — determination of condition if acceptance is refused (German) — https://www.gesetze-im-internet.de/bgb/__650g.html
- § 341 BGB — reservation of the contractual penalty at acceptance (subsection 3) (German) — https://www.gesetze-im-internet.de/bgb/__341.html

Legal framework: Germany (HOAI, VOB/B, BGB). Deviating contractual agreements take precedence. This working aid is no substitute for legal advice in the individual case.

Part 1 — parties and subject

Assigns the record to the right contract. For partial acceptances it must be clear which self-contained part is meant.

CONSTRUCTION PROJECT	[Name and address of the construction project]
CONTRACT	[Contract / lot / trade, contract date, contractual basis: VOB/B or BGB]
CLIENT	[Company; represented at acceptance by — name, function]
CONTRACTOR	[Company; represented at acceptance by — name, function]
OTHER PARTICIPANTS	[Site supervision, specialist planners, experts — name and role]
SUBJECT OF ACCEPTANCE	[Entire work or partial acceptance under § 12 (2) VOB/B — which self-contained parts of the work]
PLACE, DATE, TIME	[Place] , [date] , [start — end of the inspection]
REQUEST FOR ACCEPTANCE	[Notice of completion or request for acceptance by the contractor, received on — date; time limit under § 12 (1) VOB/B: twelve working days]

Part 2 — declaration of acceptance

The core of the record: is the work accepted, accepted subject to reservations, or is acceptance refused? The client may refuse only for major defects (§ 12 (3) VOB/B) — and must name them specifically.

TYPE OF ACCEPTANCE	☐ Formal acceptance (§ 12 (4) VOB/B) ☐ Partial acceptance (§ 12 (2) VOB/B)
RESULT	☐ The work is accepted. ☐ The work is accepted subject to the reservations in parts 3 and 5. ☐ Acceptance is refused because of major defects (§ 12 (3) VOB/B).
IF REFUSED	Major defects justifying the refusal: [reference to the numbers in part 3] . New acceptance date: [date] . Joint determination of condition under § 650g BGB: [agreed on / carried out on]
LEGAL CONSEQUENCES	With acceptance, risk and burden of proof pass to the client (§ 12 (6) VOB/B); acceptance is a prerequisite for the final payment falling due (§ 641 (1) BGB, § 16 (3) VOB/B) and the start of the limitation period for defect claims (part 6).

Part 3 — defects identified

One line per defect: a locatable place, the symptom (not the presumed cause), a deadline as a calendar date and the photo reference. The rows below are fictitious examples; the file contains blank rows.

NO.	LOCATION (BUILDING, STOREY, ROOM)	DEFECT — WHAT CAN BE SEEN	DEADLINE FOR RECTIFICATION	PHOTO / REMARK

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Part 4 — outstanding work

Work not yet performed is not a defect: it remains owed, receives a completion date and is accepted separately. Fictitious examples.

NO.	WORK (BILL ITEM)	EXTENT	COMPLETION BY	REMARK

Part 5 — reservations

The lines most often missing and most expensive. A reservation is an express declaration, not a subordinate clause.

CONTRACTUAL PENALTY

☐ The client reserves the contractual penalty for [exceeding the completion date by ... working days / other reason] . (Under § 11 (4) VOB/B a reservation until final payment suffices; under § 341 (3) BGB it must be declared at acceptance — the reservation in the record is the safe route.)

KNOWN DEFECTS

☐ The client reserves its rights in respect of the defects listed in part 3 (§ 640 (3) BGB).

FURTHER RESERVATIONS

☐ [e.g. outstanding test certificates, as-built documents, briefings, maintenance instructions — name specifically]

DECLARATIONS BY THE CONTRACTOR

[Objections or differing views — naming the declaring person; a refused signature is noted here]

Part 6 — time limits after acceptance

The limitation period for defect claims starts on the date of acceptance. Which period applies is set out in the contract — and belongs here in one line.

START OF THE LIMITATION PERIOD

Date of acceptance: [date]

LIMITATION PERIOD FOR DEFECT CLAIMS

☐ 4 years for buildings (§ 13 (4) no. 1 VOB/B) ☐ 5 years (§ 634a (1) no. 2 BGB) ☐ contractually agreed: [period] — end of the period: [date]

DEVIATING PERIODS

[e.g. 2 years for mechanical and electrical installations without a maintenance contract under § 13 (4) no. 2 VOB/B — name components and end of period]

SECURITY FOR DEFECT CLAIMS

☐ agreed: [type, amount, return after expiry of the period on — date] ☐ not agreed

RECTIFICATION

For rectified work a new period of two years runs from acceptance of the rectification, ending no earlier than the regular period (§ 13 (5) no. 1 sentence 3 VOB/B). Rectifications from part 3 are entered here with date: [no., accepted on]

Part 7 — signatures and distribution

Signing takes place at the end of the inspection, on site. If a party refuses to sign, this does not change the client's declaration of acceptance — the refusal is noted in part 5.

CLIENT

[Name, function] — place, date, signature

CONTRACTOR

[Name, function] — place, date, signature

SITE SUPERVISION / OTHER PARTICIPANTS

[Name, function] — place, date, signature

ATTACHMENTS

☐ Defect list with photos ☐ Drawing extracts ☐ Measurement ☐ List of documents handed over ☐ [others]

DISTRIBUTION AND RECEIPT

[Recipient per copy; handover on site against signature or provable dispatch on — date]