

General conditions of purchase

Dieteg Gerätebau GmbH & Co. KG, Führenkanp 1, 29664
Walsrode-Düshorn / OT Beetenbrück

1. General

- a) The terms of purchase of the company Dieteg Gerätebau GmbH & Co. KG ("client") are exclusively valid. Conditions of the contractor in his general terms and conditions, sales conditions or order confirmations are hereby expressly contradicted. The unconditional acceptance of deliveries and services or their payment does not imply acceptance of the supplier's conditions listed above, even if the customer is aware of the contractor's confliction or deviating conditions.
- b) Our conditions of purchase also apply to all future contracts with the client within the framework of existing business relationships.

2. Order/ confirmation of order

- a) Our orders require the written form and are binding only then. Orders shall be effective without a handwritten signature if they are marked accordingly on the order form.
- b) The supplier must inform us of obvious errors (e.g. writing and calculation errors) and incomplete orders including the order documents for the purpose of correction or completion prior to acceptance.
- c) The supplier is obliged to confirm our order in writing within a period of five days or, in particular, to execute it unconditionally by dispatching the goods (acceptance).
- d) Offers on the part of the contractor/potential contractor are generally free of charge.

3. Delivery, delivery periods, delivery dates

- a) Agreed delivery dates and periods shall be binding: imminent delays in delivery shall be notified immediately by the contractor. A delivery/performance before the agreed dates entitles the customer to reject the delivery/performance until the due date.
- b) If the contractor realises that an agreed deadline cannot be met, he shall immediately inform the customer thereof, stating the reasons and the expected duration of the delay.
- c) The delivery must be accompanied by a delivery note stating the date (date of issue and date of dispatch), the contents of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment.
- d) The unconditional acceptance of the delayed delivery/service shall not constitute in a waiver of the customer's claims for damages: this shall apply until full payment of the remuneration owed by the customer for the delivery/service concerned.
- e) In the event of a delay in delivery, the contractor shall take appropriate measures to remedy the delivery situation. This includes the dispatch by express delivery and, after consultation with the customer, the dispatch of

partial quantities. Any additional costs incurred shall be borne by the contractor.

4. Destruction of goods

Unless we expressly agree otherwise with the contractor, the contractor must deliver the goods in accordance with "DDP" (Incoterms 2010) to us. The ordered goods travel at the risk of the contractor. The risk of accidental loss or accidental deterioration shall be borne by the contractor until acceptance. Deviating agreements must be confirmed in writing by the client.

5. Prices and terms of payment

- a) The delivery is made on the basis of previously agreed fixed prices and is subject to statutory value added tax. This also applies to contracts with delivery periods of more than four months.
- b) Price reductions in the period between order and payment of the invoice shall benefit the customer.
- c) The agreed prices are always free to the place of receipt indicated by the customer, including freight, packaging and ancillary costs. In the event of deviating written agreements, the customer shall only bear the most favourable freight costs in the event of carriage forward delivery.
- d) Price increases are only permissible if written agreements on the price have been made between the contracting parties.

6. Subcontractors, assignment

- a) The contractor shall not be entitled to assign claims against the customer or have them collected by third parties without the prior written consent of the customer. § 354a HGB remains unaffected.
- b) The contractor is obliged to name his subcontractors to the customer at his request.

7. Set-off and right of retention

- a) We do not owe any interest of maturity. The statutory provisions shall apply to the occurrence of our default.
- b) We shall be entitled to set-off and retention rights as well as the defence of non-performance if the contracts to the statutory extent.

8. Quality

- a) The contractor shall set up and maintain a documented quality assurance system which is suitable in type and scope and corresponds to the state of the art. He must keep records, in particular of his quality inspections, and make these available to the client upon request.
- b) The contractor is obliged to ensure that all items delivered by him or all services rendered by him comply with the state of the art, the relevant national and international legal provisions and the regulations and guidelines of authorities, professional associations and trade associations.
- c) The contractor shall be liable for ensuring that the delivered items or the services rendered do not show any defects which could impair their value or their suitability and that they have the agreed quality.

9. Claims arising from liability for defects

- a) The contractor guarantees that his delivery/service has the agreed quality and fulfils the intended purpose. If the customer incurs costs as a result of defective delivery/service, e.g. transport, travel, labour, material costs, contractual penalties, the contractor shall bear these costs.
- b) Warranty claims are subject to a limitation period of 36 months: longer statutory limitation periods remain unaffected by this. For newly delivered/performed or repaired parts, the limitation period shall start anew.
- c) All defects notified within the limitation period shall be remedied immediately by the contractor so that the customer does not incur any costs. The costs of remedying the defect or of replacement delivery/service including all ancillary costs (e.g. freight) shall be borne by the contractor. In the event of subsequent performance by new delivery, the contractor shall also remove the defective goods and install the replacement goods at his own expense. If the contractor culpably fails to immediately begin to remedy the defect or culpably fails to perform the delivery/service in accordance with the contract, the customer shall be entitled to carry out the necessary measures himself or have them carried out by third parties at the expense and risk of the contractor. If there is an urgent case in which it is no longer possible due to the particular urgency to inform the contractor of the defect and the impending damage and to set him a deadline for his own remedy, the customer shall be entitled to remedy the defects himself at the expense of the contractor or have them remedied or procure replacement. The statutory rights to withdrawal, reduction or damages remain unaffected.

10. Information and secrecy

All execution documents, models, samples, drawings, data sheets, tool, etc., any goods which we have entrusted to the contractor for the purpose of submitting an offer or executing an order remain our property. They may not be used for other purposes, reproduced or made accessible to third parties and must be stored with care.

11. Property rights of third parties and product liability

- a) The contractor warrants that his goods do not infringe any rights of third parties within the Federal Republic of Germany, countries in which he manufactures or has manufactured the goods or parts thereof and countries from which the contractor could recognize that the customer sells the purchased products there.
- b) If claims are asserted against the customer by a third party due to an infringement of an industrial property right within the meaning of Clause 11.1 the contractor shall be obliged to indemnify the customer against such claims upon first request. In such a case, the customer shall also be entitled to obtain the necessary approval from the holder of the right at the expense of the contractor if and to the extent that the contractor does not procure it for the customer within a reasonable period and the costs for this would not exceed the claims to be borne by the contractor according to sentence 1.
- c) The contractor's obligation to indemnify shall also apply to all expenses necessarily incurred by the client as a result of or in connection with claims asserted by a third party and the defence against such claims.
- d) If claims are asserted against the customer on the basis of domestic or foreign product liability regulations, the contractor shall be obliged to indemnify the customer upon first request against claims for damages by third parties to the

extent that the contractor is responsible for the product defect triggering the liability. The contractor shall mark delivered items in such a way that they are permanently recognisable as his products. The statutory provisions on joint and several debtor compensation shall remain unaffected.

- e) Within the scope of his liability, the contractor is also obliged to reimburse the customer for any expenses arising from or in connection with a recall campaign carried out by us. The customer shall inform the contractor about the content and scope of the recall measures to be carried out – as far as possible and reasonable for the customer.
- f) The contractor undertakes to maintain product liability insurance for the duration of the contract, but at least until expiry of the warranty period for his deliveries, which also covers the costs of a recall campaign – both of the customer and his customers. The insurance must have at least a sum insured of – lump sum – EUR 10 million per personal injury/property damage. The contractor shall be obliged to provide the customer with proof of the conclusion of the insurance policy without being requested to do so and, upon request, also to prove the existence of the insurance policy.

12. Data protection

The contractor declares his revocable consent to the processing of personal data in accordance with the statutory provisions.

13. Place of performance, place of jurisdiction, applicable law

- a) The place of performance for all deliveries/services shall be the place of receipt designated by the customer.
- b) The exclusive place of jurisdiction for all claims arising from or in connection with the contract shall be the principal's place of business or at the principal's option, the contractor's general place of jurisdiction.
- c) The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on contracts for International Sale of Goods (CISG) is excluded.

14. Severability clause

Should provisions of the contract be or become invalid or void, this shall not affect the validity of the remainder of the contract. The ineffective or void provision shall be replaced by a provision which comes as close as possible to the economic purpose of the ineffective or void provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of loopholes. Should clauses of these terms and conditions of purchase be or become ineffective, §§306 para. 1 and 2 BGB (German Civil Code) shall apply in deviation from the foregoing.

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