

General Terms and Conditions of Purchase

Purchaser's terms and conditions of purchase shall apply exclusively. Any deviating terms and conditions on the part of Supplier shall not be recognized by Purchaser unless Purchaser expressly consents to their validity.

Deceuninck Germany GmbH, Bayerwalstraße 18, DE-94327 Bogen

01 Purchase orders

Purchase orders shall only be binding, if they are placed by Purchaser in writing. Documents used by Supplier in business dealings with Purchaser shall indicate: purchase order number, commission order number, plant, place of receipt, ID number, item number, full article text/item description, volumes and volume units as well as VAT ID (for imports from the EU).

02 Prices

The prices are fixed prices. They include everything Supplier has to do to fulfil its supply obligation.

03 Scope of supply

A As part of the scope of supply

- Supplier shall transfer to Purchaser ownership of all technical documents (also for subcontractors) and other documents needed for manufacture, maintenance and operation. Said technical documents shall be in German and based on the international SI standard system;
- Supplier shall transfer all rights of use needed for the use of the supplies and services by Purchaser or third parties, taking into consideration any patents, supplementary protection certificates, brands, registered designs;
- Supplier shall have the unconditional authority to carry out or have carried out by third parties repairs and modifications to the purchased supply/service, and also to manufacture spare parts or have them manufactured by third parties.

B If the scope of supply is to differ from that agreed, Supplier shall only be entitled to additional claims or schedule changes if a corresponding supplementary agreement is concluded in writing prior to performance of the order.

C The ordered volumes are binding. In the event of excess supplies, Purchaser shall be entitled to refuse these at the expense of Supplier.

04 Quality

Supplier shall install and maintain a state-of-the-art, documented quality assurance system of suitable type and scope. Supplier shall prepare records, in particular of quality inspections, and make these available to Purchaser on request.

Supplier hereby agrees to quality audits being carried out by Purchaser or Purchaser's representative to assess the efficiency of said quality assurance system.

05 Delivery periods/deadlines

Agreed delivery dates are binding. Supplies made before the agreed delivery dates shall entitle Purchaser to refuse the supply until it is due. Supplier shall promptly notify Purchaser in writing if it becomes clear that delivery dates will be exceeded and state the reasons for this.

06 Delivery and storage

Delivery conditions according to Incoterms 2010.

- A If a price is agreed »ex works«, »ex warehouse« or »free carrier«, please follow our shipping instructions. If compliance is not possible, we must be informed immediately. In the event of non-compliance, we reserve the right to reduce the freight costs shown on the invoice, if these are higher than our conditions. Purchaser shall bear only the most favourable freight costs in each case.
- B The addresses indicated for shipment shall be observed. Delivery to a place of receipt other than that designated by Purchaser shall not constitute transfer of risk for Supplier, even if said place of receipt accepts the delivery. Supplier shall bear the additional costs of Purchaser resulting from the delivery being made to an address differing from the agreed place of receipt.
- C Part shipments shall be marked as such; delivery notes shall be submitted in duplicate.
- D If weighing is necessary, then the weight determined

on the calibrated scales of Purchaser shall apply.

E Insofar as Supplier has the right to have the packaging needed for shipment returned, this shall be clearly marked on the delivery documents. In the absence of such marking, Purchaser shall dispose of the packaging at the cost of Supplier; in this case Supplier's right to have the packaging returned shall expire.

F Items needed for the fulfilment of an order may only be stored on the premises of Purchaser in allocated storage areas. Supplier shall bear the full responsibility and risk for such items until the transfer of risk.

G Statutory provisions, in particular the provisions of the law governing the transportation of hazardous goods and the applicable hazardous goods directives including the respective annexes and appendices, shall be observed during transportation.

H The declaration of the goods in the consignment notes for shipment by rail shall comply with the valid provisions of the railways. Costs and damages incurred due to incorrect declaration or failure to declare shall be at the expense of Supplier.

I Supplier shall have the receipt of deliveries confirmed in writing by the indicated place of receipt.

07 Assignment

Supplier shall not be entitled to transfer either the execution of the contract or its contractual claims in whole or in part to third parties without Purchaser's prior written consent. Subcontractors of Supplier shall be named to Purchaser on request.

08 Termination

A Purchaser is entitled to terminate the contract in full or in part without stating reasons. In such an event, Purchaser is obligated to pay for all supplies and/or services rendered up to then and make appropriate payment for material procured and work performed; in this case Article 649 (2) of the German Civil Code (BGB), sentence 2, second half, shall also apply. Further claims of Supplier are excluded.

B Purchaser is also entitled to terminate the contract, inter alia, if court insolvency proceedings have been initiated with respect to the assets of Supplier or Supplier ceases payment. Purchaser has the right to acquire material and/or semi-finished products including any special equipment on reasonable terms and conditions.

09 Invoicing, payment, offsetting

A Payment shall be made pursuant to the agreement.

A delivery performed before the agreed date shall not affect the payment period linked to this delivery date.

B Supplier may only offset against uncontested or legally established claims.

C If no agreement on payment was concluded, the invoice shall be settled at the end of the month following the supply and service and receipt of the invoice.

10 Claims under liability for defects

A Supplier guarantees that its supply/service possess the prescribed quality and fulfil the intended purpose.

B The limitation period for defect liability claims shall begin with the full supply of the scope of supply and services or, if acceptance testing is agreed, upon the acceptance thereof.

C The statutory limitation period applies to defect claims. The period of limitation shall start anew for repaired or replaced parts. For defects notified within the limitation period, the period shall end no earlier than six months after assertion of the notice of defects. Supplier shall not object on the grounds of delayed notification (Articles 377 and 381 (2) Commercial Code (HGB)) for all other than obvious defects.

D All defects which are notified within the period of limitation shall be remedied by Supplier without delay at no cost to Purchaser. The costs of remedying goods

or supplying replacements, including all incidental costs (e.g. freight), shall be borne by Supplier. If Supplier does not immediately begin to remedy the defect or fails to perform the service as agreed or in the event of an emergency, Purchaser is entitled to carry out the necessary measures at the expense of Supplier. This shall not affect statutory rights of withdrawal, purchase price reduction or compensation for damages.

11 Sustainability

All suppliers are reviewed closely from an environmental standpoint. This includes the implementation of environmental management systems in accordance with ISO 14001. An environmentally friendly manufacturing process is also important to us. Factors such as the promotion of energy-saving processes, the minimisation of pollutant emissions and the responsible use of resources play an important role here. Deceuninck Germany GmbH has introduced an energy management system as defined in EN ISO 50001. The efficient use of energy is an important element of the company's mission statement. The economical use of natural resources and the implementation of environmentally friendly, energysaving processes is mandatory for Deceuninck Germany GmbH and its suppliers. The supplier's sub-contractors must likewise be required to fulfil these requirements. Deceuninck Germany GmbH reserves the right to verify compliance. Alongside economic factors, the energy efficiency of the products, facilities and services offered is decisive in our contract awards.

12 Place of fulfilment, place of jurisdiction

A Place of fulfilment for all supplies/services shall be the place of receipt denoted by Purchaser.

B Place of jurisdiction shall be the Purchaser's head office, or at the Purchaser's choice, the Supplier's general place of jurisdiction.

13 Applicable law

A All legal relations between Purchaser and Supplier shall be governed by the prevailing law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 in its currently valid version.

14 Prohibition of advertising/secrecy

A The use of Purchaser's inquiries, purchase orders and related correspondence for advertising purposes requires Purchaser's express prior written consent.

B Supplier shall maintain secrecy vis-à-vis third parties with regard to all operational processes, facilities, plants, documents etc. pertaining to Purchaser or its customers which become known to Supplier in connection with its activities for Purchaser, also after submission of the respective offers or completion of the contract. Supplier shall impose corresponding obligations on its performing or vicarious agents.

15 Severability

Should individual provisions of these Terms and Conditions become entirely or partly invalid, the remaining provisions shall remain valid.

16 Data protection

Purchaser points out in accordance with Article 33 of the Federal Data Protection Act (BDSG) that it will store data relating to Supplier on the basis of the Federal Data Protection Act.