

General Terms and Conditions of Purchase of the DIHAG HOLDING GmbH and its affiliated subsidiaries domiciled in Germany

1. General

1.1 These General Terms and Conditions of Purchase shall apply exclusively to enterprises as defined by Clause 14 of the BGB (German Civil Code); i.e. natural persons or legal entities, who with respect to the purchasing of goods and/or provision of services are trading in their normal professional or business capacity. The Terms and Conditions shall form part of any contracts concerning deliveries and services between the supplier of the goods and/or the provider of services (hereinafter referred to as "the Supplier") and the DIHAG HOLDING GmbH and/or its affiliated subsidiaries domiciled in Germany (hereinafter referred to as "the Purchaser". A list of subsidiaries is available under <http://dihag.com/de/tochtergesellschaften>.

1.2 The Supplier's General Terms and Conditions of Purchase shall apply only if and in so far as the Purchaser has in express reference declared in writing his agreement thereto. A mere reference in the Supplier's correspondence which mentions or refers to his General Terms and Conditions shall not imply consent to the validity of those General Terms and Conditions. Neither shall they apply if the Purchaser accepts deliveries or services without reservation in the knowledge that the General Terms and Conditions of Purchase are contradictory to or deviate from the General Terms and Conditions of the Supplier.

2. Offers, Orders and Correspondence

2.1 Offers and quotations given by the Supplier shall be without charge and shall not create any obligations for the Purchaser but require the expressed acceptance of the Purchaser in writing.

2.2 In responding to the Purchaser's enquiry, the Supplier shall expressly refer to any deviations in his offer and additionally offer the Purchaser alternatives which compared with the enquiry are technically or economically more favorable.

2.3 The Supplier shall adhere to the specifications and wording of the enquiry. Specific reference must be made to any deviations.

2.4 The order number, date of order and the material name and material number as given by the Purchaser shall be stated on all of the correspondence of the Supplier.

3. Conclusion of contract

3.1 Unless agreed otherwise in writing, the Purchaser's orders shall be exclusively subject to the Terms and Conditions in his orders and subordinately to these General Terms and Conditions.

3.2 Should the order not be accepted within two weeks after the date of order placement by the Supplier in writing, the Purchaser shall be entitled to revoke the same.

3.3 The absence of communication on our part shall not in any case denote consent.

3.4 Any arrangements made with other departments of the Purchaser which lead to agreements which change items defined in the Contract shall require an expressed and written confirmation by the Purchaser's purchasing department in the form of a supplement to the contract.

3.5 No payments or reimbursements shall be made for visits or for the preparation of offers, projects etc.

4. Date of Delivery, Changes in Deliveries / Services

4.1 The Supplier shall adhere to the agreed dates for delivery and provision of services. Where goods are to be delivered, compliance with the delivery date shall be deemed satisfied with the delivery of non-defective goods to the Purchaser during normal business hours together with the required shipping documents to the destination given in the order (hereinafter referred to as Place of Destination). Where delivery plus assembly/services has been agreed, compliance with the date shall be deemed satisfied with the hand-over of non-defective goods following proper assembly / provision of services. Should acceptance be prescribed by law or has been contractually agreed, the time of the acceptance shall be decisive. Any advance delivery / advance performance of services, or partial delivery or partial performance of services shall require the prior written agreement of the Purchaser.

4.2 Should it become apparent to the Supplier that he cannot meet his contractual obligations either in full or partly, or not in time, he shall inform the Purchaser immediately thereof in writing, stating the reason(s) and the estimated duration of the delay. Unreserved acceptance of a delayed (partial) delivery / (partial) service shall not constitute a waiver of the Purchaser's rights or claims due to late (partial) deliveries / (partial) services.

4.3 Changes to delivery items or performance objects shall require the prior written approval of the Purchaser.

4.4 The Supplier shall be obliged to request in good time from the Purchaser any documents or other agreed acts of cooperation required for the performance of the contract.

5. Quality, Sub-contractors, Works Regulations

5.1 When providing the services or deliveries, the Supplier shall take the care required which an experienced supplier would take for the specific works and conditions in order to avoid any delay and to minimize risk and danger to property, person, life and environment (this shall apply likewise to partial work). He shall ensure that the Purchaser and/or third parties do not incur any additional problems, in particular costs or delays resulting from his fulfilling his contractual obligations and shall do everything reasonable to maintain the normal scope of operations and work processes of the Purchaser.

5.2 The Supplier shall be obliged to provide the Purchaser in good time with all information which serves the targets defined under Paragraph 5.1 and at the request of the Purchaser, be actively involved in the planning and coordination of tasks by making any adaptations necessary to work processes, and to demonstrate the required flexibility in his fulfillment of the order.

5.3 The Supplier must maintain a quality management system (e.g. as per ISO 9000) and an energy management system (as per ISO 50001) appropriate for the deliveries and services which are comprehensible and auditable.

The implementation of other management systems by the Supplier such as an environmental protection system (e.g. as per ISO 14001) or an occupational health and safety assessment system is desired (e.g. OHSAS 18001 is an Occupational Health and Safety Assessment Series which is a worldwide recognized British Standard to minimize risks for employees and third parties. Currently OHSAS 18001 is not a standard but may be used voluntarily as a basis for certifying AMS (occupational Protection Management System) and may, depending on the type of delivery and service, be used to assess suppliers and service providers.

The Purchaser shall be entitled to review the systems and their application and compliance by means of quality audits.

5.4 Should the deliveries /services of the Supplier produce waste in terms of the Waste Regulations (in particular the KrWG = the German Waste Management and Recycling Act) he shall recycle or dispose of this waste at his own cost in accordance with the provisions of the Waste Act, subject to any dissenting written agreements. Property, Risk and Responsibility in compliance with waste disposal regulations shall pass over to the Supplier at the time when the waste is generated.

5.5 The Supplier shall brief himself on, and comply with, the respective works regulations which apply to the site (e.g. safety regulations).

6. Assignment of Subcontractors

The assignment and/or exchange of third parties for the performance of the contract (in particular subcontractors of any type) requires the prior written approval of the Purchaser; which however, the Purchaser may not refuse without sound material reasons.

One particular material reason would exist if there were sustainable indications that the third party did not have the required qualifications to fulfil the contract or for other reasons appeared unsuit-able to carry out the tasks assigned to him. Should the Supplier intend from the very beginning to deploy a third party in the contract performance the Supplier shall inform the Purchaser of this when submitting his offer.

7. Delivery, Shipment, Shipping Documents, Packaging, Risk Transfer

7.1 Unless otherwise agreed, delivery shall be made

CIP freight and insurance paid, agreed Place of Destination

(Incoterms 2010). Unless otherwise agreed, the goods shall be accompanied by the delivery note in duplicate, packing note, cleaning certificate and test certificate in accordance with the agreed specifications and other required documents. All shipping documents and the outer packaging of packed goods shall bear in full, in so far as they are known, the order number, gross and net weight, number of packages and type of packaging (one-way, returnable / re-usable), date of manufacture and place of destination (unloading point); projects shall display the job number and place of installation.

7.2 In the case of deliveries to third countries (imports), the shipping documents must state whether the goods are duty paid or duty unpaid.

7.3 The Supplier must submit the following customs documents to the Purchaser for duty unpaid goods:

accompanying documents in transit (e.g. T 1), freight documents, customs invoice or commercial invoice, preference certificates such as Form EUR. 1, A. TR., certificate of origin and if necessary further documents required for customs clearance. The Supplier shall further ensure that the information for the customs advance notification procedure is complete, correct and has been submitted to the responsible authorities in good time in order to avoid any delays in delivery.

7.4 In the case of duty paid goods proof of customs clearance must be noted in the freight documents (e.g. ATC number, tax assessment number).

7.5 The Supplier shall be obliged to inform the Purchaser in detail and in writing of any authorization requirements for (re)-export in accordance with the respective national export regulations and customs regulations as well as the export and customs regulations of the original country of the goods and services if he knows that these are to be (re)-exported.

7.6 The Supplier shall safeguard the interests of the Purchaser when shipping. The goods shall be packed with packaging material which is permitted in the place of destination in such a way as to avoid damages in transit. In accordance with legal regulations, the Supplier shall be held liable for any damage incurred due to improper packaging.

7.7 At the request of the Purchaser, the Supplier shall fetch any re-packaging, transport packaging and sales packaging from the place of destination, or shall have such material fetched by a third party.

7.8 The Supplier shall pack, label and dispatch hazardous products in accordance with pertinent national and international regulations. The Supplier shall meet all obligations pertinent to suppliers (in terms of Article 3 No. 32 of EG Directive 1907/2006/EG (hereinafter referred to as "REACH-VO") in accordance with REACH-VO concerning the delivery of goods. In particular, in all cases prescribed under Article 31, Nos. 1-3 REACH-VO he shall place a safety data sheet as per Article 31 REACH-VO at the disposal of the Purchaser in the language of the recipient country.

7.9 Until the arrival of the contractual goods at the agreed place of destination together with those documents named in Paragraphs 7.1 and 7.2, the Supplier shall assume the risk of loss or damages. Should a delivery with assembly /service have been agreed, the risk shall be transferred following the proper execution of the assembly work/service and hand-over.

7.10 If acceptance is legally required or has been contractually agreed the risk shall be transferred upon acceptance by the Purchaser. If an official acceptance been agreed, risk transfer shall not take place before the acceptance by the Purchaser has been successful and confirmed by the Purchaser in the acceptance report. The payment of any invoice sums shall not substitute an official acceptance.

8. Origin of Goods

8.1 The Supplier shall state the non-preferential origin of the goods (country of origin) in the commercial papers in accordance with the Customs Code and, at the request of the Purchaser shall produce a certificate of origin showing the origin of the goods.

8.2 The goods shall meet the conditions regarding the country of origin of the bi-lateral or multi-lateral preferential agreement or the one-sided origin conditions of the General Preferential Agreement for Beneficiary Countries (GSP) in so far as it concerns deliveries under this goods traffic.

9. Quality of the Delivery/Service, Complaints, Rights in case of Defects

9.1 The Supplier shall ensure that the deliveries and services are free from defects and in particular comply with the agreed product and service specifications and ensure that the contractually guaranteed properties and features are present. The Supplier shall also warrant that all deliveries are state-of-the-art and, where relevant, comply with the generally accepted level of safety technology, occupational medicine and hygiene, and are provided by qualified personnel and comply with all relevant laws. Should the object of the delivery be machinery, equipment or facilities, these must also meet the requirements of those special safety provisions for machinery, equipment and facilities which were in force on the date of contractual performance and carry a CE marking (cf. also Paragraph 21).

9.2 The Supplier shall ensure that all substances contained in the goods meet the relevant requirements of REACH-VO which have been effectively pre-registered, registered (or excluded from compulsory registration) and in as far as appropriate, approved for the applications named by the Supplier. Should the goods be a product in terms of Article 7 REACH-VO the previous clause shall apply to substances emitted by these goods.

9.3 The Supplier shall inform the Purchaser without delay when a component of a product contains a substance in a concentration above 0.1% (weight by weight) which meets the so-called "substances of very high concern" as per Section 57 and 59 REACH-VO. This applies likewise to packaging products.

9.4 Where the commercial obligation of examination and notification of defects applies as per Section 377 HGB (German Code of Commercial Law) notice of complaint given by the Purchaser shall be deemed to be at least in time if it is made within twelve (12) days following delivery; should a defect be later established (Section 377(3) HGB) within twelve (12) days following the identification of the same.

9.5 The Purchaser shall be entitled to demand that defects be remedied in accordance with legal provisions. Where a sales contract has been concluded, the nature of supplementary performance shall be determined by the Purchaser. The Purchaser shall determine where the place for supplementary performance shall be – the place of destination or the place of acceptance – should it be prescribed by law or contractually agreed, or another place of introduction for the goods in so far as this was known to the Supplier when concluding the contract. The Supplier shall be responsible for providing the necessary means for carrying out any supplementary performance. The Supplier shall observe the operational requirements of the Purchaser when executing the supplementary performance. Should the supplementary performance not be executed within a reasonable time, or has failed, or a deadline was unnecessary, the Purchaser may assert further legal claims and rights for defects.

9.6 Should the supplementary performance not be executed within a reasonable time, or has failed, or a deadline was not necessary, the Purchaser is additionally entitled under Paragraph 9.5 to remedy the defect himself or through a third party at the cost and risk of the Supplier and to demand the Supplier to reimburse the necessary costs involved.

No deadline need be set especially if excessive damage is threatened and the Supplier is not available. Apart from this, legal provisions apply. Other statutory rights of the Purchaser resulting from defect liability or from Supplier guarantees remain in full force and effect.

9.7 Should the supplementary performance involve new production or a replacement delivery the statutory period of limitation commences with the expressed or concluded recognition of the obligation to remedy defects and not e.g. as a gesture of goodwill. The statutory period of limitation for defect claims for reworked parts re-commences when the obligation to remedy has been fulfilled in so far as it concerns already remedied defects or defects in the rework and the rework has been made in the expressed or concluded recognition of the obligation to remedy defects and not e.g. as a gesture of goodwill. The statutory regulation as per Section 195 BGB shall apply to the statutory period of limitation for defect claims.

10. Violation of Industrial Property Rights

The Supplier shall ensure that the delivery and/or services and their contractual use do not violate any patent rights, copyrights or other property rights of third parties. Irrespective of other legal claims, the Supplier shall indemnify the Purchaser from all claims of third parties which are asserted against the Purchaser because of violation of the aforementioned property rights should these be based on a culpable breach of the Supplier. Licensing fees, expenses and costs incurred by the Purchaser to avoid and/or remedy protection violation shall be borne in this case by the Supplier.

11. Contractual Penalty

Should a contractual penalty have been agreed and becomes due, the Purchaser may assert claims for this up until such time as the final payment becomes due, without this requiring a reservation as per Section 341(3) BGB.

12. General Liability, Insurance

12.1 Unless otherwise regulated in these General Terms and Conditions of Purchase the Supplier shall be liable according to legal provisions.

12.2 The Supplier shall at his own costs maintain an adequate liability insurance to cover damages caused by himself and his performing and vicarious agents. The coverage per occurrence of damage shall be evidenced to the Purchaser at his request by submitting the insurance policy. The contractual and legal liability of the Supplier remain in full force and effect by the scope and sum of his insurance protection.

13. Price, Invoice, Payment

13.1 The agreed prices are net prices, plus any legally value-added tax owed. The Supplier shall generate invoices for goods delivered and services rendered which shall comply with the respective valid legal requirements for invoices as per the national VAT law of the state under which VAT law the invoices for the deliveries /services are subject. Should a credit note have been agreed, the Supplier shall provide the Purchaser with all data necessary to meet the already listed requirements of the applicable VAT law.

13.2 The Supplier shall create an auditable invoice for each order which must contain all of the prescribed compulsory information under German law. The invoice shall state the full order number of the Purchaser, and if available, the delivery note number of the Supplier. The invoice shall be accompanied by proof of performance and other documents of verification. Invoices shall correlate with the information given in the order; name of goods, price, quantity, order of items and paragraph numbers. The invoice shall be sent to the invoice address stated on the Purchaser's order.

13.3 Unless otherwise agreed, the terms of payment shall commence from the date of receipt of deliveries and services which meet the above requirements; or if a credit note is issued from the date of the creation of the credit note. Payment shall be made subject to verification of conformity with the contract and completeness of deliveries /services.

13.4 Payment shall not imply any recognition of conditions and prices and does not affect the rights of the Purchaser concerning inadequate delivery of goods or performance of services, the Purchaser's right to examination and the right to contest the invoice for other reasons.

13.5 If the Purchaser pays licensing fees to a foreign Supplier, the Purchaser shall be obliged to deduct withholding tax as per Section 50 of the German Income Tax Act. A waiver of deduction of or reduction in withholding tax shall only be possible if the Supplier submits an exemption certificate as per Section 50 d German Income Tax Act.

13.6. Unless otherwise agreed in writing, the purchasing price shall be paid by the Purchaser within 14 days, calculated as from the date of receipt of delivery and invoice; with 3% discount or net within 30 days as from receipt of delivery and invoice.

14. Transfer of Orders, Assignment, Changes in company, Off-setting, Retention

14.1 The Supplier may only transfer the rights and obligations under the contract with the Purchaser to third parties with prior written approval of the Purchaser.

14.2 The Supplier shall inform the Purchaser immediately and in writing of any transition of contract by law and of any changes in his company.

14.3 The Supplier shall only be entitled to offset undisputed or legally determined claims. The Supplier shall only have the right of retention if the claims for which he is asserting the right of retention originate from the same contractual relationship.

15. Termination, Withdrawal

15.1 If the contract is one of continuing obligations, it may be terminated without notice for good reasons. An important reason is given if

– the Supplier has violated his contractual obligations and in spite of a reasonable period stipulated by the Purchaser and threat of termination by the Purchaser, has not remedied the situation; or has been unsuccessfully warned by the Purchaser, or

– the Supplier's financial circumstances have worsened so considerably that it becomes likely that the Supplier cannot fulfill, or cannot fulfill on schedule his contractual obligations, e.g. if the Supplier's credit ranking by recognised assessment agencies such as Moodys,

Fitch etc. has deteriorated so significantly that the Purchaser can justifiably assume that the Supplier will not fulfil or will not fulfil on schedule his contractual obligations. Such a decline is particularly given if the creditworthiness index of the Supplier falls below the credit reform 499 or the rating by international agencies (Moody's, Fitch etc) drop to CCC (or its equivalent) or worse; or

– further contractual performance is, or becomes, totally or in part inadmissible due to legal or official provisions.

Further legally intended rights of the Purchaser and the Supplier concerning termination, termination for good reason or withdrawal from the contract remain unaffected by this provision.

15.2 Should the Supplier have requested documents, papers, plans and drawings from the Purchaser in respect of the contractual cooperation or for the purpose of execution, he shall in case one of the contracting parties terminates the contract return these without delay to the Purchaser. This applies accordingly in case of a withdrawal from the contract.

16. Supplier's Evacuation Obligations on Termination of Contract

On termination of the contract for whatever reason the Supplier shall, without delay, arrange at his own cost the disassembly and removal of his facilities, tools and equipment in so far as these were set up or stored at the Purchaser's for the purpose of contract performance. Any waste and building rubble incurred by the Supplier's work must also be removed and professionally disposed of at his cost without delay. Should the Supplier fail in this obligation, the Purchaser may, after the fruitless expiry of an appropriate period, do this work himself or arrange for this work to be done by a third party and invoice the Supplier for the costs incurred.

17. Records, Non-disclosure, Rights of Use

17.1 The Supplier shall hand over the agreed number of owed plans, calculations and other records in due time to ensure compliance with the contractual performance deadline.

17.2 Examination of the documents by the Purchaser does not affect the responsibility of the Supplier.

17.3 Models, samples, drawings, data, materials and other documents which the Purchaser has made available to the Supplier (hereinafter referred to as "Purchaser documents") remain the property of the Purchaser and must be returned to the Purchaser at any time on his request. The Supplier's right to retain Purchaser documents is excluded. The Supplier shall observe the copyright of the Purchaser to the Purchaser documents.

17.4 Subject to legal, judicial and official disclosure requirements, the Supplier shall be obliged to keep secret all technical, scientific, commercial and other information which directly

or indirectly concern the Supplier under the contract, in particular the Purchaser documents (hereinafter referred to as "confidential information"), not to make commercial use of them, not to make them the object of industrial property rights, not to pass them on to a third party or make them accessible to third parties in any form whatsoever. The Supplier shall be entitled to pass on Confidential Information to subcontractors approved by the Purchaser in so far as such information is urgently required for contractual performance.

Confidential Information may not be used for any other purpose other than the execution of the contract. The previously mentioned non-disclosure obligation shall be valid for a period of ten (10) years after termination of the contract.

17.5 Excluded from this non-disclosure obligation is information which at the time of being made available by the Purchaser was already in the possession of the Supplier, had already entered the public domain or had been legally acquired by third parties.

Further excluded from this non-disclosure obligation is information which has been revealed to persons who are subject to an obligation to secrecy whereby the Supplier shall undertake not to release these persons from their secrecy obligations. The Supplier shall bear the burden of proving the existence of this exception.

17.6 By means of suitable contractual agreements, the Supplier shall ensure that the personnel and other vicarious agents he deploys in each case for contract performance are likewise obliged to comply with the previously mentioned non-disclosure provisions. The Supplier shall confirm compliance with these obligations in writing on request.

17.7 The Supplier shall undertake to take all precautions and measures necessary to ensure that the Confidential Information is at all times effectively protected against loss and unauthorised access. This includes in particular the procurement and maintenance of suitable and necessary access precautions for rooms, receptacles, IT systems, data carriers and other information carriers upon which, or in which, confidential Information exists. He shall also ensure that persons who in accordance with this Paragraph handle such Confidential Information are suitably instructed. The Supplier shall undertake in writing to inform the Purchaser in writing should such loss of and/or unauthorise access to Confidential Information occur.

17.8 The obligation to safeguard the confidentiality of sensitive business information in terms of the German Energy Act and the obligation to disclose information without discrimination which might be of economic advantage in terms of the German Energy Act remain unaffected by these regulations.

17.9 The Supplier shall undertake to pay a contractual penalty of € 50,000.00 for each single culpable breach of these non-disclosure obligations to the Purchaser. The assertion of further-reaching claims for damages or other types of claims, in particular default, with the Purchaser taking the contractual penalty into account remains unaffected. The contractual penalty, should it become due under this contract, shall in all cases be limited to a maximum sum of € 250,000.00.

17.10 The Supplier shall grant the Purchaser in terms of time, space and content unlimited rights of use and exploitation of all plans, drawings, graphics, calculations and other documents which concern the contract and which the Supplier has either created himself or has had created by a third party in all known forms of the media including electronic media, Internet, Online media and all vision, sound and data carriers for the contractually agreed or designated purpose of the contract.

17.11 Furthermore, the Supplier shall grant the Purchaser an exclusive right of use and exploitation to work results which the Supplier has created individually for the Purchaser or has had created by a third party and shall obtain a granting of rights by third parties if necessary. Existing rights of the Supplier or of third parties remain unaffected.

18. Statutory National Minimum Wage (MiLoG), German Law on the Posting of Workers (AEntG), Prohibition of Illegal Employment.

18.1 The Supplier shall ensure that personnel deployed by him, or his subcontractors or recruitment agencies for the purpose of contractual performances for the Purchaser are paid the statutory national minimum wage as per MiLoG or, if the services to be provided fall under the AEntG, the respective prescribed minimum wage for the industry. He shall likewise ensure that mandatory obligations concerning the payment of contributions to the social insurance agencies, employers' liability insurance associations and other institutions such as those mutual institutions of the parties to the collective agreement named in Section 8 AEntG are met.

18.2 The Supplier shall check his choice of sub-contractors and service providers to meet the prerequisites as in Paragraph 18.1 and shall oblige them to confirm their compliance in writing. These shall also confirm in writing that they also require any sub-contractors or service providers commissioned by them to confirm their compliance in writing.

18.3 In the event that claims are justifiably asserted against the Purchaser by an employee of the Supplier or by the Employee of a sub-contractor, irrelevant of the grade, or a service provider as a guarantor for payment of the statutory minimum wage or minimum industry wage or by one of the of the collective bargaining parties named under Section 8 AEntG for payment of contributions, the Supplier shall indemnify the Purchaser from such claims.

18.4 The Purchaser shall be entitled to terminate the contract with the Supplier without observing any notice period in so far as the claims have been justifiably asserted against the Purchaser under his liability as guarantor as per MiLoG and/or AEntG.

18.5 Furthermore, the Supplier shall be liable to the Purchaser for any damages, which the Purchaser incurs due to culpable non-compliance with obligations as per Paragraph 18.1 and 18.2.

18.6 Illegal employment is not permitted.

19. Limitation of Liability for the Purchaser

19.1 The Purchaser shall be principally liable only for willful intent and gross negligence on his part and on the part of his legal representatives and vicarious agents. The liability of the Purchaser and his legal representatives and vicarious agents in cases of slight negligence are therefore excluded, in so far as they do not concern the following:

- a.** violation of material contractual obligations,
- b.** violation of obligations in terms of Section 241(2) BGB,
- c.** loss of life, physical injury, damage to health,
- d.** assumption of a guarantee for the quality of a service or for the existence of a successful performance,
- e.** fraudulent intent,
- f.** initial impossibility and
- g.** claims under the Product Liability Act or other cases of mandatory statutory liability.

"Material contractual obligations" shall mean those obligations which form the nature of the contract and in which the Supplier can place his confidence.

19.2 As long as the Purchaser cannot be accused of willful intent or gross negligence in violating his obligations, or there is no case of loss of life, physical injury or damage to health or other cases of mandatory legal liability, the Purchaser shall only be held liable for typical and foreseeable damages.

19.3 Further liability on the part of the Purchaser for compensation for damages other than what is provided for in the aforementioned paragraphs shall be excluded – without regard for the legal nature of the claim asserted. This applies in particular to claims for compensation resulting from faults when concluding the contract, or other violations of obligations or tortious claims for compensation for material damages as per Section 823 BGB.

19.4 Liability exclusions and/or limitations as per Paragraph 19 to 19.3 shall apply in equal scope to executive and nonexecutive employees and other vicarious agents as well as the Purchaser's sub-contractors.

19.5 A reversal of the burden of proof is not associated with the aforementioned provisions.

20. Advertising Material

The Supplier shall only be permitted to refer to his business relationship with the Purchaser in information or advertising material with the prior and expressed approval of the Purchaser.

21. CE Declaration of Conformity / Manufacturer's Declaration/Certificates

Delivery items must comply with all the provisions, guidelines and standards which apply to the respective goods and shall be delivered accompanied by the prescribed certificates and confirmations. Should the goods require a manufacturer's declaration or a CE-declaration of conformity, the service provider shall prepare these and on request and at his own cost place them at immediate disposal. Should the delivered goods/parts be subject to export limitations the Supplier shall indicate this to us prior to conclusion of the respective individual delivery contracts

22. Compliance

22.1 The Purchaser points out the valid code of conduct which is to be seen on the Internet under <http://dihag.com/de/>

The Supplier is expected to observe this Code of Conduct, the Code "Minimum Standards of the UN Global Compact" and "Core Labour Standards of the International Labour Organisation" (ILO).

22.2 The supplier shall be obliged not to commit, and to refrain from committing any actions which might result in a punishable offence. He shall comply with all laws and regulations which affect him and his business relationship with the Purchaser.

Irrelevant of all other claims, the Purchaser shall be entitled to the right of withdrawal and right of termination without notice for all existing legal transactions with the Supplier should he e.g. breach the law against illegal employment, or commit fraud or disloyalty or crimes of competition, bribery and corruption.

22.3 The Supplier shall undertake to comply with the respective regulations governing the handling of employees, environmental protection and occupational safety and he shall endeavor in his actions to minimize detrimental effects on persons and environment. Furthermore, he shall observe the principles of the UN Global Compact Initiative which mainly concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the abolition of discrimination in recruitment and employment of personnel, responsibility for the environment and prevention of corruption. Further information on Global Compact can be seen under www.unglobalcompact.org.

22.4 Should a Supplier be engaged in illegal conduct and/or in spite of an appropriate notice repeatedly behaves in an illegal manner and he cannot provide evidence that the breach of law has been remedied as far as possible and that suitable measures have been taken to avoid future breaches of law, then we shall reserve the right to withdraw from existing contracts or to terminate such without notice

23. REACH Clause

23.1 The Supplier shall ensure that no goods are delivered to the Purchaser which contain or can emit substances which as per Ordinance EG No. 1907/2006 dated 18 December 2006 (REACH-VO), including any future supplements and amendments at the time of delivery to the Purchaser require a registration or approval, but are not registered or approved. Should substances in terms of Section 1 as such in preparations or in products require no registration for reason of the transitional provisions under REACH –VO for phase-in substances at the time of delivery to the Purchaser, the Supplier shall ensure the Purchaser that he has himself either preregistered them in due form and time or that he has made certain that these have been preregistered in due form and time. Furthermore, the Supplier shall ensure that the Purchaser shall be informed immediately if it becomes apparent to him that a preregistered substance as per Section 2 will not be registered within the pertinent transitional period for that respective substance and in this case, at the latest from expiry of the pertinent registration period no goods containing such substances will be delivered to the Purchaser.

23.2 Furthermore, the Supplier shall ensure that he shall maintain and execute a preregistration, registration or approval in accordance with REACH-VO substances contained in or emitted from goods delivered to the Purchaser during the duration of the delivery relationship. Should the Supplier not have pre-registered, registered or approved the respective substance himself he shall ensure that he will make certain that he is informed immediately should preregistration, registration or approval become unnecessary. The Supplier further shall ensure that after learning of the cessation of any required pre-registration, registration or approval for a substance delivered to the Purchaser, he shall immediately inform the Purchaser and from then onwards shall not deliver any goods to the Purchaser which contain or emit such substances.

23.3 The Supplier shall ensure the Purchaser that each delivery is accompanied by a current, complete safety data sheet meeting the requirements of the REACH-VO irrelevant of whether this is mandatory or not and is to be made only on request. Should the Supplier need to carry out a safety assessment for the substance, he shall further ensure that the safety data sheet is checked for compliance with the safety assessment for the substance, and, where necessary, has been adapted. If the provision of a safety data sheet according to the requirements of REACH-VO is neither mandatory nor need be provided only on request, the Supplier shall ensure the provision of information on the registration number (if available), any approval obligations and information on any granted or rejected approvals, information on limitations and other available and relevant information required for the preparation and application of suitable risk management measures (safety information), either in written form or electronically. Amendments to safety data sheet / safety information must be communicated immediately to the Purchaser and marked in the updated safety data sheet/Safety information accompanying the initial delivery.

23.4 Should the Supplier be obliged to carry out a substance risk assessment for a substance contained in or emitted from goods delivered to the Purchaser and to prepare a substance safety report in particular where the Purchaser has named the application of a substance, the Supplier shall ensure that this assessment and consequences are included in the safety data sheet or in the safety information.

23.5 The Supplier shall ensure that where goods have been delivered to the Purchaser containing one or more substances with a concentration of more than 0.1 weight-by-weight that these substances meet the criteria of Section 57 of the REACH Directive (i.e. in which substances requiring approval may be included in the list) and as per Section 59(1) of the REACH Directive have been ascertained (i.e. have been included in the "list of candidates") adequate information will be provided concerning their safe application.

23.6 Meeting the aforementioned obligations under Paragraphs 1-5 constitute the main obligations of the Supplier.

23.7 Should the Supplier violate his obligations stated under Paragraphs 1 and 2, the Purchaser shall be entitled to demand withdrawal from the contract if the delivered goods do not, or no longer meet the requirements of REACH-VO. Where Paragraphs 3, 4, and 5 have been violated, the Purchaser shall be entitled to withdraw from the contract if the Supplier does not remedy the breach within a determined and reasonable period of time. Other claims for compensation remain unaffected

23.8 Should claims be made against the Purchaser by a third party who has bought delivered goods from the Purchaser because the said goods do not meet the REACH-VO requirements the Supplier shall be obliged to hold the Purchaser harmless from such claims in so far as they are due to a violation of Supplier obligations stated in the aforementioned paragraphs 1 to 7. The Purchaser shall not be entitled to conclude any agreements with the third party, in particular any settlements. The Supplier's obligation to indemnify shall refer to all expenses necessarily incurred by the Purchaser through, or in connection with, the claims made by the third party; in particular costs for legal defence and administration as well as all costs for required replacements.

24. Radioactivity

24.1 The Supplier shall guarantee that all products, raw materials or commercial goods are free of radioactively contaminated substances.

24.2 Furthermore, the Supplier shall warrant that all material delivered has been checked for radioactivity in state-of-the-art measuring systems. The Supplier shall deliver only material for which, within the range of measuring accuracy there are no indications of ionizing radiation higher than that of the natural background radiation. The threshold values given in the valid and strictest legal provisions and/or guidelines shall be met (including Guideline 96/29 EURATOM).

24.3 However, should radioactively contaminated material be found, the Supplier shall be held liable for all costs and damages incurred in connection with contamination; in particular for disposal costs. In so far as this is legally permissible, the Supplier shall take back the contaminated material.

24.4 Should radioactively contaminated material be found at the Purchaser's, the Supplier shall be held liable for all consequential damages, loss of orders and earnings, default penalties and other penalties. He shall likewise be liable for farreaching consequential damage caused by production downtime and/or works closure, personal injury and their subsequent costs.

25. Sustainability

25.1 The Purchaser shall conform to the principle of sustainable development and shall observe internationally recognised and basic standards for labour safety, health protection, environmental protection, (hereinafter referred to as “ESG Standards” =environment, social and governance). The Purchaser has described his understanding of the ESG Standards in a Conduct Code for suppliers and service providers <http://dihag.com/de/>. The Purchaser expects that the Supplier complies with ESG Standards, and requests him to instruct his subcontractors and outsourced companies to comply with these standards. Following the announcement of such, the Purchaser shall be entitled to check by himself or through third parties that these standards are adhered to.

25.2 During contract performance, the Supplier shall fulfil the provisions as defined by the Purchaser regarding labour safety, health and environmental protection.

26. Advertising Ban, Written Form, Applicable Law, Legal Venue

26.1 The Supplier may only draw attention to his existing business relationship with the Purchaser with the prior written approval of the Purchaser, or if it is essential for contract performance.

26.2 Verbal subsidiary agreements, amendments and/or additions to the contract between the Supplier and the Purchaser and these purchasing terms and conditions shall only be effective if they have been confirmed by the Purchaser in writing. In derogation thereof informal amendment or additions shall be effective if they are individual agreements in terms of Section 305b BGB. To facilitate evidence, these individual agreements shall be put in writing retroactively.

26.3 The contract is subject to the material law of the Federal Republic of Germany under exclusion of (i) CISG = United Nations Convention on Contracts for the International Sale of Goods, dated 11 April 1980 and (ii) the conflict of law rule applicable in Germany.

26.4 The exclusive legal venue shall be the court at the registered seat of the Purchaser.

DIHAG HOLDING GmbH

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