

General Terms and Conditions of Purchase of DEUTZ AG (as of March 2021)

Concerning the delivery parts (hereinafter "PARTS") to be delivered by the supplier (hereinafter "SUPPLIER") to DEUTZ AG (hereinafter "DEUTZ"), these "General Terms and Conditions of Purchase of DEUTZ AG" shall apply exclusively, unless these General Terms and Conditions of Purchase have been expressly waived by written agreement of SUPPLIER and DEUTZ (together hereinafter the "PARTIES", individually a "PARTY"). General Terms and Conditions used by SUPPLIER shall not apply, even if DEUTZ has not expressly objected to them in individual cases.

1. Basic Provisions:

1.1 Amendments and additions, as well as terms and conditions of sale of SUPPLIER deviating from the following terms and conditions shall only be accepted if they have been approved in writing by DEUTZ.

1.2 The acceptance of deliveries and services or their payment on the part of DEUTZ does not imply any consent to SUPPLIER's terms and conditions of sale. By the delivery of PARTS to DEUTZ by SUPPLIER, SUPPLIER accepts the General Terms and Conditions of Purchase of DEUTZ without the need for a written declaration by SUPPLIER.

2. Delivery Terms:

2.1 SUPPLIER will receive delivery schedules for each PART from DEUTZ concerning the operational planning (hereinafter "DELIVERY SCHEDULES"). DELIVERY SCHEDULES may be submitted in written or electronic form. Each DELIVERY SCHEDULE shall include a period of at least twelve (12) months with quantity and date specifications. The delivery dates stated in the DELIVERY SCHEDULE represent the expected date of arrival of the PART at DEUTZ. The binding delivery date for the SUPPLIER for the PARTS (depending on the Incoterms clause agreed with the SUPPLIER) is calculated by deducting from the delivery date stated in the DELIVERY SCHEDULE a number of days specified by DEUTZ as the average transport time.

2.2 The quantities of PARTS specified in the DELIVERY SCHEDULE for weeks 1 and 2 are agreed as unchangeable fixed orders to be adhered to by both PARTIES (obligation of SUPPLIER to deliver on time and obligation of DEUTZ to make the payment on time) and cannot be amended by either PARTY. However, the quantities specified for week 2 in the individual DELIVERY SCHEDULE apply only subject to the condition that these quantities match the quantities specified for week 3 in the previous DELIVERY SCHEDULE.

2.3 The quantities of the PARTS specified in the DELIVERY SCHEDULE for weeks 3 through 8 (including the transport time specified by DEUTZ in accordance with § 2.1) can be amended by DEUTZ within a range of plus/minus twenty percent (+/- 20%) based on the relevant sum of the total quantity of PARTS for weeks 3 through 8 (inclusive) specified in the DELIVERY SCHEDULE. Taking this range of variation into account, the quantities of PARTS specified in the DELIVERY SCHEDULE for weeks 3 through 8 (inclusive) are binding for both PARTIES in so far as the quantity of PARTS specified for week 3 is agreed as a fixed order in the following DELIVERY SCHEDULE based on week 2 in accordance with § 2.2.

2.4 The quantities of PARTS specified in the DELIVERY SCHEDULE from week 9 (inclusive) are non-binding planning figures.

SUPPLIER is entitled to object to the quantities of PARTS specified in the DELIVERY SCHEDULE for week 9 (including the transport time specified by DEUTZ in accordance with § 2.1) within two (2) working days (excluding Saturdays) after receipt of the DELIVERY SCHEDULE, if SUPPLIER would not reasonably be able to deliver the quantities stated by DEUTZ on the delivery date (future weeks 1 and 2, see § 2.1 and § 2.2). In this case, the quantity of PARTS specified for week 9 in the previous week's DELIVERY SCHEDULE takes the place of the quantities specified by DEUTZ in the DELIVERY SCHEDULE for week 9 to which SUPPLIER has objected.

If SUPPLIER does not object to a DELIVERY SCHEDULE, the PART quantities specified in the following DELIVERY SCHEDULE for week 8 (plus the shipment time specified by DEUTZ pursuant to § 2.1) that correspond to the quantities specified by DEUTZ in the previous DELIVERY SCHEDULE for week 9 are binding for both PARTIES in accordance with § 2.3.

2.5 Should SUPPLIER deliver the PARTS earlier than 5 days before the date specified in the DELIVERY SCHEDULE, DEUTZ will charge SUPPLIER with the pro rata expense resulting from increased storage ranges (buffer storage) at DEUTZ. In case SUPPLIER over-delivers the quantity of the applicable DELIVERY SCHEDULE and/or deliver without an existing DELIVERY SCHEDULE and if there are no immediate follow-up DELIVERY SCHEDULES with which DEUTZ can settle the delivery, DEUTZ will repack the deliveries at goods inward and return the over-delivered quantity to SUPPLIER with a test report. In addition, SUPPLIER will be charged as follows for the additional expense incurred by DEUTZ: administration fee of EUR 50.00 per delivery; costs of goods inward inspection EUR 80.00 per delivery. The right of SUPPLIER to provide evidence that DEUTZ has suffered a smaller loss remains unaffected.

2.6 If SUPPLIER does not deliver PARTS or spare parts at the time and place agreed between the PARTIES, DEUTZ will be entitled, at its discretion,

(i) at DEUTZ's option either to demand costs from SUPPLIER so that it can use expedited delivery methods for the completion and delivery of the PARTS or to require SUPPLIER to effect expedited delivery itself at its own expense, and

(ii) to allocate or reroute SUPPLIER's deliveries to certain places designated by DEUTZ; or

(iii) to buy PARTS from other suppliers that are comparable to the PARTS, and to invoice SUPPLIER for the cost difference between the agreed purchase price and the purchase price for the comparable product, and

(iv) to exercise all other rights and remedies that DEUTZ may have in connection with the contract or under applicable law.

2.7 SUPPLIER shall ensure adequate identifiability of the PARTS by using transport labels that conform to VDA

Standard 4902 for each container and shall ensure adequate batch labeling of the PARTS. SUPPLIER shall notify DEUTZ of the deliveries, so far as technically possible, using electronic data interchange pursuant to VDA Standard 4913. Shipping documents issued must cover only the goods in one DELIVERY SCHEDULE unless the use of aggregated delivery notes in accordance with VDA Standard 4912 has been agreed. The annual order number and item number must always be stated. The same applies, with the necessary modifications, to invoices.

The PARTS are to be shipped exclusively in accordance with the special DEUTZ packing instructions or the packing instructions specified in the description of the PARTS. Freight payer for empties is the one who pays the full freight. Subject to proof of greater damage, disregard of the packaging instructions for which the SUPPLIER is responsible will be charged to the SUPPLIER with EUR 50.00 per transport unit. The SUPPLIER's right to prove that DEUTZ has incurred a lesser expense remains unaffected.

2.8 Unless otherwise agreed, the pay-off of deliveries shall be carried out by an automatic matching and booking procedure on the basis of the prices stored at DEUTZ and booked incoming goods quantities in accordance with VDA standard 4908. In this case invoices of the SUPPLIER are not required.

2.9 Documents to be completed by SUPPLIER as evidence of the origin status of the PARTS delivered by SUPPLIER:

2.9.1 PARTS with preferential origin status (delivered from EU countries)

For all PARTS delivered to sites of DEUTZ in Germany, SUPPLIER will at the request of DEUTZ issue a **long-term supplier declaration for goods with preferential origin status in accordance with Regulation (EC) No. 1207/2001**. In its long-term declaration, SUPPLIER must indicate its DEUTZ business partner number, the DEUTZ part number of the PARTS, and the applicable HS product codes for the PARTS. SUPPLIER agrees to notify DEUTZ without undue delay of any change of the origin of the PARTS and to send a new long-term supplier declaration. The new declaration need only list the PARTS whose origins have changed. Upon request, SUPPLIER must provide evidence of the information supplied on the origin of the PARTS by way of a **data sheet affirmed by the applicable customs office**.

2.9.2 PARTS without preferential origin status (delivered from EU countries)

If SUPPLIER delivers PARTS to DEUTZ that have no preferential origin status pursuant to Regulation (EC) No. 1207/2001, SUPPLIER agrees to issue an **officially certified certificate of origin** to DEUTZ for each shipment containing such PARTS and will send it to DEUTZ immediately after the dispatch of the PARTS, indicating the DEUTZ business partner number of SUPPLIER as well as the invoice number of the relevant shipment. German suppliers may instead opt for a "(long-term) declaration according to IHK standards for non-preferential origin status pursuant to Regulation (EU) No. 952/2013 (Customs Code) and Regulation (EU) No. 2015/2447 (Customs Code Implementing Regulation)" and to have it certified by the appropriate local chamber of industry and commerce (IHK).

2.9.3 PARTS delivered from non-EU countries

If SUPPLIER delivers PARTS from non-EU countries to DEUTZ, SUPPLIER agrees to issue to DEUTZ for each delivery either an **"EUR.1" or "A.TR." movement certificate cleared by the applicable customs office or a "declaration of origin on the invoice" (if the value of the PARTS exceeds EUR 6,000.00, valid only with customs office approval number) or an officially certified "Form A" certificate of origin or an officially certified "certificate of origin", of the type customary in the country of dispatch**, and deliver it to DEUTZ enclosed with the shipment.

2.9.4 Due dates and shipment address

The documents specified in § 2.9.1, 2.9.2 or 2.9.3 that are not enclosed with the shipment are to be sent to the following address within 14 days of the request or the dispatch of the PARTS:

DEUTZ AG
Customs Office
Ottostrasse 1
51149 Cologne
Germany
Email: customsoffice.de@deutz.com

SUPPLIER will be charged a flat-rate administration fee of EUR 100.00 per occurrence in the event of delayed delivery of the documents, after a reminder has been sent by DEUTZ. This does not affect the duty of SUPPLIER to issue the documents and send them to DEUTZ.

2.9.5 Costs

The costs of issuing and sending the documents referred to in § 2.9.1, 2.9.2 or 2.9.3 shall be borne by SUPPLIER. If the documents "Declaration of origin on the invoice / EUR.1 / A.TR. / Form A" referred to in § 2.9.3 are not supplied, DEUTZ will charge SUPPLIER the import duty levied for the PARTS upon proof of the amount of such charge.

3. PART Marking / Tools / Spare Parts:

3.1 SUPPLIER undertakes to mark PARTS and spare parts with the trademarks and/or other identification markings and/or designations, and/or brand labels specified by DEUTZ. SUPPLIER acknowledges that it has no rights to the trademarks and/or identification markings and/or other designations, and/or brand labels specified by DEUTZ.

3.2 DEUTZ has the right to label the PARTS and/or spare parts as genuine DEUTZ PARTS and to market them in its own packaging.

3.3 To ensure that it is always able to supply PARTS and spare parts, SUPPLIER will not modify or scrap the TOOLS, particularly dies, models, and other devices required to manufacture the PARTS and/or spare parts, or otherwise surrender possession of them, except with the prior written consent of DEUTZ.

3.4 During engine series production and for another five (5) years after the end of engine series production, DEUTZ shall receive the same prices for the spare parts requirements of the SUPPLY PARTS (hereinafter referred to

as "SPARE PARTS") as for SUPPLY PARTS for engine series production. This also applies to components of the PARTS and/or spare parts.

SUPPLIER shall ensure the availability of the PARTS and the spare parts. SUPPLIER guarantees the continued supply of spare parts in order to meet DEUTZ's demand for a period of fifteen (15) years starting when DEUTZ ceases to use the PART in the relevant DEUTZ engine series. In reasonable time prior to the expiration of the availability period for spare parts, but not less than twelve months in advance of that date, SUPPLIER will notify DEUTZ of the expiration date so as to allow DEUTZ to order sufficient stocks. DEUTZ is entitled to purchase the SPARE PARTS directly from sub-suppliers of SUPPLIER. This provision remains in force for a maximum of fifteen (15) years after the end of the engine series delivery legal relationship between SUPPLIER and DEUTZ.

4. Warranty / Liability / Insurance:

4.1 SUPPLIER guarantees that the PARTS are free of FAULTS including the achievement of the properties agreed with DEUTZ and the usual properties for the PART. DEUTZ shall notify SUPPLIER of any FAULTS in the PARTS within two (2) working weeks of DEUTZ becoming aware of such FAULTS in the ordinary course of business. DEUTZ is entitled to demand at its own choice free-of-charge rectification of the FAULT and/or free-of-charge replacement with fault-free PARTS. SUPPLIER shall reimburse the costs of checking, dismantling, reinstalling, and reworking the PART and/or the engine, so far as these costs are incurred by DEUTZ, plus any associated transportation, material, labor, and staff costs.

4.2 In urgent cases or if SUPPLIER is in default with the rectification of FAULTS, DEUTZ shall be entitled to rectify the defects itself or to have them rectified by third parties or to procure replacements elsewhere at SUPPLIER's expense. Failures after DEUTZ has delivered the engine to its customer are always classified as urgent cases.

4.3 In the event of the SUPPLIER's delay in rectifying the defect or in the event of a defect in one or more PARTS for which the SUPPLIER or its vicarious agents are responsible, SUPPLIER shall also compensate DEUTZ for any further expenses and damages incurred. SUPPLIER shall compensate DEUTZ for other expenses incurred by DEUTZ as well as costs and damages incurred by DEUTZ's customers or third parties in connection with the defect which are to be compensated by DEUTZ.

4.4 If DEUTZ can show that there is a problem with the PART, particularly a malfunction or damage to a PART, the burden of adducing evidence to show that (1) this is no FAULT and (2) the FAULT has not been caused or exacerbated by SUPPLIER's culpable act or omission rests on SUPPLIER.

4.5 If a FAULT in the PARTS is identified by DEUTZ at the DEUTZ plants, SUPPLIER shall pay - without prejudice to the other claims of DEUTZ - the sum of EUR 160.00 per FAULT notification as compensation for internal expenses. SUPPLIER has the right to provide evidence that DEUTZ has suffered a smaller loss.

4.6 If certain quantities or revenues have been agreed between the PARTIES, DEUTZ will not suffer any disadvantage as a result of DEUTZ repairing the PARTS itself and/or procuring repairs or replacements in accordance with the above provisions.

4.7 The warranty period is (a) thirty-six (36) months from installation of the PART in the DEUTZ engine or (b) forty-two (42) months from delivery of the PART to DEUTZ, whichever is the later of (a) or (b).

4.8 In deviation of § 377 of the German Commercial Code (HGB), DEUTZ's goods inward inspection is limited to checking for externally visible transportation and packaging damage and confirming by means of the shipping and delivery documents that the PARTS delivered match those ordered; any damage or deviation identified shall be reported to SUPPLIER without undue delay, within no more than fourteen (14) working days. In respect of FAULTS that do not become apparent until the PARTS have been installed or are being function-tested or are in use, SUPPLIER waives the right to reject claims on the grounds that the FAULT was not reported within the specified period.

4.9 SUPPLIER is obliged to insure to a reasonable extent against all risks that its liability entails. It shall provide evidence of its insurance coverage upon DEUTZ's request.

5. Payment Terms:

5.1 For PARTS delivered FCA SUPPLIER's plant, the prices are due and payable within sixty (60) calendar days with 2 percent discount or ninety (90) calendar days net without discount from the date on which receipt of the PARTS is posted by DEUTZ. DEUTZ will post receipt of the PARTS on the Thursday of the calendar week in which the PARTS (previously) arrived in goods inward at the agreed DEUTZ recipient plant (or at DEUTZ's logistics provider). If the PART was received by goods inward at the agreed DEUTZ recipient plant (or at DEUTZ's logistics provider) on a Thursday or Friday, receipt of the PART will be posted in the following calendar week. SUPPLIER will receive a credit advice from DEUTZ.

DEUTZ will make payments without an invoice from SUPPLIER. SUPPLIER is not permitted to submit invoices.

5.2 If the PARTIES have agreed on a different incoterm, the prices shall be due and payable within sixty (60) calendar days with 2% discount or ninety (90) calendar days net without any deduction from the date of receipt of SUPPLIER's invoice, but not prior receipt of all DELIVERED PARTS by DEUTZ.

6. Quality:

6.1 The PARTS must comply with the DEUTZ documents and DEUTZ standards on which the order is based, the technical specifications agreed with DEUTZ and the respective applicable statutory provisions (e.g. the Equipment Safety Act), the relevant ordinances, regulations and directives (e.g. the VDE regulations), the DIN standards and other recognized state-of-the-art rules. SUPPLIER shall carry out suitable quality controls and shall apply a quality management system according to the latest state of the art.

6.2 SUPPLIER undertakes to comply with the PART planning, development, and production principles pursuant to the currently applicable version of the "Advanced Product Quality Planning (APQP) and Control Plan" published by

the publishers of the APQP.

6.3 DEUTZ is entitled to review the quality assurance system of SUPPLIER at any time by means of system, process, and product audits.

6.4 If SUPPLIER plans to make any of the following changes, it must submit an engineering process change request (EPCR) without undue delay): modifications to PARTS, the processes used at SUPPLIER, the technical data, materials, quality criteria, production facilities or subcontractors, in particular any change to the SPECIFICATION. The EPCR form is available on the DEUTZ website. The completed document is to be sent to purchasing.quality.de@deutz.com or to SUPPLIER's named contact in the DEUTZ Purchasing Quality Management department. The consent of DEUTZ is valid only if given in text form (e.g. e-mail).

7. Product Liability:

In the case that claims are asserted against DEUTZ by third parties on the basis of product liability, SUPPLIER is obliged to indemnify DEUTZ against such claims if and to the extent that the damage was caused by a defect in one or more PARTS. SUPPLIER shall in such cases bear all costs and expenses including the costs of any legal action or recall action. In all other respects, the statutory provisions shall apply.

8. Confidentiality / Restrictions on use:

SUPPLIER is obliged to keep information which SUPPLIER obtains from DEUTZ, such as samples, drawings, models and other data, secret, not to make them available to third parties and to use them only for the purpose of the offer to DEUTZ and, in the case of an order, only for the fulfillment of SUPPLIER's obligations towards DEUTZ. SUPPLIER may not offer or deliver to third parties PARTS which are manufactured according to drawings, samples or models originating from DEUTZ. SUPPLIER may only have PARTS manufactured by third parties with the written consent of DEUTZ.

9. Industrial Property Rights:

SUPPLIER gives an assurance that no third-party industrial property rights anywhere in the world will be infringed by production, delivery, and operation of the PARTS and that no industrial property rights will be asserted. In the event of an infringement of third-party industrial property rights through the production, delivery, or operation of the PARTS, SUPPLIER shall indemnify DEUTZ from third-party claims and reimburse DEUTZ at first request for the costs and losses incurred by DEUTZ in this respect.

10. Force Majeure:

Force majeure, such as fire or natural occurrences, labor disputes, unrest, action by the authorities, and other events outside the influence of the PARTIES will release the PARTIES from their obligations under the contract to which these Terms and Conditions apply for the duration of and to the extent of its effects. This also applies if these events occur at a time when the PARTY affected is already in default. The PARTIES are obliged to take all reasonable measures to provide the necessary information without undue delay and to amend their undertakings to the changed circumstances in good faith.

11. Delivery dates:

11.1 If SUPPLIER recognizes that delivery dates agreed with DEUTZ cannot be met, it shall immediately notify DEUTZ thereof in writing or in electronic form. Early delivery or performance and partial delivery or performance require the consent of DEUTZ.

11.2 In all other respects, the statutory provisions shall apply in the event of failure to comply with due dates.

12. Data protection:

DEUTZ processes SUPPLIER's data required in the context of the business relationship, which may include personal data, via electronic data processing and uses the data only for its own purpose within the DEUTZ-Group (including domestic as well as foreign subsidiaries and Joint Ventures). All personal data will be processed in accordance with the data protection legislation. Further information about data protection at DEUTZ can be found here:

<https://www.deutz.com/datenschutzerklaerung/>

13. Compliance and Supplier Code of Conduct:

13.1 SUPPLIER undertakes to comply with all German and EU regulations. SUPPLIER shall set up a compliance management system (CMS) in accordance with ISO 19600 for this purpose. This system must be capable of identifying risks of serious compliance violations in good time and preventing such compliance violations. DEUTZ must be informed in writing without undue delay of compliance violations that have or could have a direct or indirect impact on business relations with DEUTZ.

13.2 SUPPLIER undertakes to comply with the DEUTZ Supplier Code of Conduct as amended from time to time. DEUTZ shall publish new versions on its website and inform SUPPLIER of the change. As far as SUPPLIER considers the amendments reasonable, it will comply with the respective current version of the Supplier Code of Conduct. SUPPLIER shall also review its subcontractors in respect of compliance with the DEUTZ Supplier Code of Conduct.

Environmental requirements:

14.1 SUPPLIER shall comply with all existing, modified and upcoming environmental laws worldwide. As guidance, we recommend the use of GADSL (<https://www.gadsl.org/>). Complying with worldwide laws is a joint initiative of DEUTZ and its subcontractors that is intended to foster DEUTZ's vision of an eco-friendly future.

14.2 SUPPLIER is responsible for selecting materials that are suitable for the components of the PARTS in a manner that ensures compliance with international environmental laws.

14.3 SUPPLIER must fulfill all resulting obligations such as those pertaining to the restriction and/or prohibition of substances and certain of their uses in order to ensure compliance with the latest versions of the relevant national and international environmental laws including, but not limited to, the following:

- Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment as amended.
- EU regulation 1907/2006 - REACH - Registration, Evaluation and Authorization of Chemicals:
 - o Use of substances listed in Annex XIV of the regulation, including its amendments, is strictly prohibited without authorization.
 - o If technically feasible, the use of substances of very high concern listed in the Candidate List must be avoided.
 - o The necessary information according to Article 33 (1) of EU regulation 1907/2006 (REACH) shall be provided to DEUTZ. Information for packaging products is to be reported via email to reach@deutz.com.
 - o DEUTZ and its affiliated companies in the EEA shall not be regarded as, and will not act as, an importer (according to Article 3.11 REACH regulation) of chemical substances or preparations under REACH. Therefore, suppliers who supply chemical substances or preparations from outside the EEA to DEUTZ companies within the EU shall appoint an Only Representative (<https://echa.europa.eu/support/getting-started/only-representative>) to take over the tasks and responsibilities of importers for complying with REACH within the EU.
 - o SUPPLIER is responsible for registration and, where necessary, authorization or notification of chemical substances contained in PARTS in accordance with the statutory requirements that apply to the relevant market (e.g. according to Regulation (EC) No. 1907/2006 (REACH), EU), in the event that a chemical substance being imported falls within the area of applicability of a relevant law.
- Biocidal Products Regulation EU 528/2012 (BPR Regulation)
- Regulation (EC) No 850/2004 of the European Parliament and of the Council of 29 April 2004 on persistent organic pollutants and amending Directive 79/117/EEC (POP)
- Stockholm Convention to protect human health and the environment from persistent organic pollutants
- U.S. Toxic Substances Control Act (TSCA) and its amendment, Frank R. Lautenberg Chemical Safety for the 21st Century Act
- California Proposition 65
- List of Substances for Metal Working Fluids (VKIS - VSI - IGM - BGHM - https://www.dguv.de/medien/fb-holzundmetall/sachgebiete/masch_anlagen/dokumente/vkis_vsi_igm_substances_kss.pdf), CLP Regulation (EC) 1272/2008, Chemical Prohibitions Ordinance (ChemVerbotsV) and Regulation (EU) 528/2012 (applicable to chemicals and mixtures for use in manufacturing and maintenance)
- Packaging and Packaging Waste Directive 94/62/EC, Directive 76/769/EEC and Resolution 2009/251/EC (applicable to packaging materials used in production)

14.4 SUPPLIER assumes responsibility inter alia for all obligations under the international environmental laws specified above and all associated expenses.

14.5 International Material Data System (IMDS) / Compliance Data Exchange System (CDX): SUPPLIER shall, without additional costs for DEUTZ, register in the CDX (DEUTZ Org. ID: 18523) and/or IMDS (DEUTZ Org. ID: 485) system and send to DEUTZ the information about the substances of the material used in the PARTS (material data sheets) through this/these system(s). This shall happen at the latest two weeks prior to the agreed sampling date. Then, DEUTZ will approve the material data sheet or reject it (e.g. because of formal mistakes or non-conformity with environmental laws) and notify SUPPLIER through the CDX/IMDS system(s). In case of rejection, SUPPLIER shall correct the material data sheet or, if the rejection was because of a non-conformity, assess whether it can supply PARTS that are in conformity instead.

DEUTZ needs SUPPLIER's information in the CDX/IMDS system(s) in order to approve initial samples. In case DEUTZ rejects the material data sheet and SUPPLIER cannot correct the problem within an appropriate time frame, DEUTZ reserves the right to decline approval of the initial sample.

SUPPLIER shall allow DEUTZ to transfer material declarations available in IMDS to other reporting systems such as CDX or CAMDS systems, based on IMDS Terms of Use (6) (b) and (7) (c).

In case PARTS contain an article with a substance on the REACH Candidate List in a concentration above 0.1%, and in case SUPPLIER has its seat in the EU, SUPPLIER will enter these PARTS into the database "Substances of Concern in Articles, as such or in Complex Objects / Products" ("SCIP"). In addition, SUPPLIER - regardless of where its seat is - will provide DEUTZ through IMDS or CDX with all data required for DEUTZ's own entry in the SCIP database.

15. Duration of the contract:

The contract to which these terms and conditions apply (e.g. frame contract) will remain effective for an indefinite period and may be terminated in writing with a period of twelve (12) months to the end of the calendar year.

16. Choice of law:

The contract to which these Terms and Conditions apply is governed by the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and other provisions of law governing sales contracts or contracts for work based on international agreements. The courts of Cologne have exclusive jurisdiction. Pending litigation does not exempt the PARTIES from the obligation to comply with their obligations under these Terms and Conditions.

17. Severability:

The ineffectiveness of a provision of these General Terms and Conditions does not affect the validity of the other provisions of a contract concluded under these General Terms and Conditions. This shall not apply if adherence to the contract would mean unreasonable hardship for one of the PARTIES.