

With regard to the goods to be delivered by the supplier (hereinafter "SUPPLIER") to DEUTZ AG (hereinafter "DEUTZ"), including software (hereinafter "GOODS"), these "General Terms and Conditions of Non-Production Purchase of DEUTZ AG" shall apply exclusively as amended from time to time, unless these General Terms and Conditions of Non-Production Purchase have been expressly waived by written agreement between the parties. Terms and conditions used by the Supplier shall not apply, even if DEUTZ has not expressly objected to them in individual cases.

1. Basic Provisions:

- 1.1. Any DEUTZ AG Group company (sections 15 ff. of the German Stock Corporation Act (AktG)) may be a Purchaser under these General Terms and Conditions of Non-Production Purchase.
- 1.2. Amendments and additions as well as terms and conditions of sale of the SUPPLIER that deviate from the following terms and conditions shall only be deemed accepted if they have been confirmed in writing by DEUTZ.
- 1.3. The acceptance of deliveries and services or their payment by DEUTZ shall not constitute consent to the SUPPLIER's terms and conditions of sale. By delivering GOODS to DEUTZ, the SUPPLIER accepts these General Terms and Conditions of Non-Production Purchase of DEUTZ without the need for a written declaration by the SUPPLIER.

2. Terms of delivery:

- 2.1. If the SUPPLIER fails to deliver GOODS at the time and place agreed between the parties, DEUTZ shall be entitled, at its sole discretion,
 - (i) To purchase GOODS from other suppliers that are comparable to the GOODS and to charge the SUPPLIER for any difference in cost between the agreed purchase price and the purchase price for the comparable product, and
 - (ii) To exercise all other rights and remedies that DEUTZ may have under the contract or under applicable law.
- 2.2. If the parties have not agreed on Incoterms, DAP DEUTZ factory in Cologne-Porz shall apply.

3. Guarantee / Liability / Insurance:

- 3.1. The SUPPLIER guarantees that the Goods are free from defects, including that they meet the characteristics agreed with DEUTZ and customary for the Goods (any breach of this shall hereinafter be referred to as a "DEFECT"). DEUTZ shall notify the SUPPLIER of DEFECTS in the GOODS within two (2) working weeks after DEUTZ becomes aware of such Defects in the ordinary course of business. DEUTZ shall be entitled, at its own discretion, to demand rectification of Defects free of charge and/or a new delivery of defect-free GOODS free of charge. The SUPPLIER shall reimburse the costs incurred in connection with the repair or replacement, including the costs of inspection, dismantling, reassembly, reworking of the GOODS and/or the affected engine, as well as the associated transport, material, labour and personnel costs.
- 3.2. In urgent cases or if the SUPPLIER is in default with remedial work, DEUTZ shall be entitled to remedy the DEFECT itself or have it remedied by a third party or procure a replacement elsewhere at the SUPPLIER's expense.
- 3.3. In the event that the SUPPLIER is in default with remedial work, or in the event of a DEFECT in one or more GOODS for which the SUPPLIER or its vicarious agents are responsible, the SUPPLIER shall also reimburse DEUTZ for any further expenses and damages incurred. In particular, the SUPPLIER shall reimburse 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 and to be reimbursed by DEUTZ.
- 3.4. If DEUTZ proves that there is a problem with the GOODS, in particular a malfunction or damage of GOODS, the SUPPLIER shall bear the burden of proof that (1) it is not a DEFECT and (2) the DEFECT has not been caused or aggravated by its culpable action or omission.
- 3.5. If specific quantities or sales volumes have been agreed between the parties, DEUTZ shall not suffer any disadvantage as a result of DEUTZ carrying out the work itself and/or procuring a replacement in accordance with the above provisions.
- 3.6. The warranty period shall be (a) thirty-six (36) months from delivery of the GOODS to DEUTZ.
- 3.7. DEUTZ limits its inspection of incoming GOODS – in deviation from Section 377 of the German Commercial Code (HGB) – to externally visible transport and packaging damage, as well as to verifying the identity of the GOODS on the basis of the shipping and delivery documents, whereby any damage or deviations identified in the process must be reported to the SUPPLIER immediately, at the latest within fourteen (14) working days. Furthermore, the SUPPLIER waives the right to object to delayed notification of defects with regard to DEFECTS in the GOODS that are only discovered during installation, functional testing or operation of the GOODS.
- 3.8. The SUPPLIER undertakes to insure itself to supplier appropriate extent against all risks arising from its liability. The SUPPLIER shall provide proof of its insurance cover at the request of DEUTZ.

4. Payment Terms:

Unless the parties have agreed on payment terms, prices are due and payable within thirty (30) calendar days with a 2% discount or sixty (60) calendar days net without deduction from receipt of the SUPPLIER's invoice, but not before DEUTZ receives the GOODS.

DEUTZ is entitled to rights of retention and set-off to the extent permitted by law.

5. Confidentiality:

The SUPPLIER is obliged to keep confidential any information obtained from DEUTZ, in particular technical and commercial data, not to disclose it to third parties and to use it only for the purposes of the quotation to DEUTZ and, in the event of order placement, only for the fulfilment of the SUPPLIER's obligations to DEUTZ.

6. Third-party Proprietary Rights:

The SUPPLIER shall be liable for ensuring that domestic and foreign industrial property rights are not infringed by the manufacture, delivery and use of the GOODS. If DEUTZ is held liable by third parties for infringement of property rights, the SUPPLIER shall be obliged to indemnify DEUTZ against these claims upon first written request. The SUPPLIER's indemnification obligation relates to all expenses necessarily incurred by DEUTZ arising from or in connection with claims by third parties.

7. Force Majeure:

Force majeure, industrial disputes, operational disruptions through no fault of DEUTZ, unrest, official measures and other unavoidable events entitle DEUTZ to withdraw in whole or in part from the contract to which these terms and conditions apply, insofar as they result in a significant reduction in DEUTZ's requirements.

8. Delivery Dates:

- 8.1. If the SUPPLIER realises that delivery dates agreed with DEUTZ cannot be met, it must notify DEUTZ immediately in writing or electronically. Early delivery or performance and partial delivery or performance require the consent of DEUTZ.
- 8.2. In all other respects, the statutory provisions shall apply in the event of failure to comply with due dates.

9. Data Protection:

DEUTZ processes the SUPPLIER's data, including personal data, that is required within the scope of the business relationship and the contracts concluded with the Supplier via IT systems and uses this data for its own purposes within the DEUTZ Group (including domestic and foreign subsidiaries and joint ventures). Personal data is processed in accordance with data protection regulations. Further information on data protection at DEUTZ can be found here: [DEUTZ AG: Privacy Policy & FAQ Data Protection : DEUTZ AG](#)

10. Compliance and Supplier Code of Conduct:

The SUPPLIER undertakes to comply with all German and EU regulations. The SUPPLIER shall set up a Compliance Management System (CMS) in accordance with ISO 19600. This system must be capable of identifying risks of material breaches of rules in a timely manner and preventing such breaches. Any breaches of rules that have or may have a direct or indirect impact on business relations with DEUTZ must be reported to DEUTZ in writing without delay.

The SUPPLIER undertakes to comply with the DEUTZ Supplier Code of Conduct in the attached version. The SUPPLIER shall also check its subcontractors with regard to compliance with the DEUTZ Supplier Code of Conduct.

11. Contract term:

A general agreement to which these terms and conditions apply is valid for an indefinite period and may be terminated in writing with twelve (12) months' notice to the end of a calendar year.

12. Place of jurisdiction:

Place of jurisdiction is Cologne. The contract is governed by the laws of the Federal Republic of Germany, excluding conflict of law provisions. The application of the Hague Uniform Sales Laws, the UN Convention on Contracts for the International Sale of Goods or other conventions on the law governing the sale of goods is excluded.

13. Severability:

A contract concluded under these terms and conditions remains binding in its remaining parts even if individual terms and conditions are invalid. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.