

These "General Terms and Conditions of Purchase of DEUTZ AG for Services and Works" shall apply exclusively to the services or works (hereinafter "SERVICES") to be provided by the Contractor (hereinafter "CONTRACTOR") to DEUTZ AG, unless these Terms and Conditions have been expressly waived by written agreement between the parties. Terms and conditions used by the Contractor shall not apply, even if DEUTZ AG (hereinafter referred "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 the CONTRACTOR that deviate from the following terms and conditions shall only be deemed accepted if they have been confirmed in writing by DEUTZ.
- 1.2. The acceptance of SERVICES or their payment by DEUTZ shall not constitute consent to the CONTRACTOR's terms and conditions of sale. By providing SERVICES to DEUTZ, the CONTRACTOR accepts these General Terms and Conditions of Purchase of DEUTZ without the need for a written statement by the CONTRACTOR.
- 1.3. These terms and conditions only apply to companies in accordance with Section 310 (1) of the German Civil Code (BGB).

2. Service Terms

- 2.1. Unless expressly agreed otherwise in individual cases, the SERVICES shall be provided at the DEUTZ site in Cologne-Porz.
- 2.2. The CONTRACTOR shall be responsible for the correct behaviour of its personnel and subcontractors on the DEUTZ premises. The CONTRACTOR shall ensure that its personnel and subcontractors are familiar with the applicable operating instructions, accident prevention, health and safety and other regulations and comply with them at all times.
- 2.3. The CONTRACTOR is responsible for providing the requisite tools, building materials, consumables and any necessary protective clothing.
- 2.4. If the SERVICES include construction and assembly work that must be reported to the professional association, the CONTRACTOR shall provide DEUTZ with a scan of its report upon request.
- 2.5. Dates set by the parties are binding.
- 2.6. If the CONTRACTOR realises that SERVICE dates agreed with DEUTZ cannot be met, it must notify DEUTZ immediately in text form (e.g. e-mail).
- 2.7. In the event of a delay in performance, DEUTZ shall be entitled to have the SERVICE performed by a third party after the fruitless expiry of a set deadline. The CONTRACTOR shall bear all costs incurred for this. If the CONTRACTOR is responsible for the delay, DEUTZ is additionally entitled to demand lump sum compensation in the amount of 1% of the order value for each full week of delay, up to a maximum of 5%. The CONTRACTOR shall be entitled to prove to DEUTZ in text form (e.g. e-mail) that DEUTZ has incurred less damage or no damage at all. Further, the statutory provisions apply.

3. CONTRACTOR Remuneration; Description of SERVICES

- 3.1. The remuneration is agreed between the parties in relation to the individual contract.
- 3.2. Travel time and other costs not directly related to the SERVICES themselves will not be reimbursed.
- 3.3. Subsequent price changes due to changes in the SERVICES – whether extension or reduction – shall only be effective if the party requesting a price change notifies the other party in writing of the need for a price adjustment and the parties agree on a price change in text form (e.g. e-mail).
- 3.4. Within a reasonable period of time – in case of doubt on a

monthly basis – the CONTRACTOR shall provide DEUTZ with a SERVICE description containing at least the following information: (a) detailed description of the SERVICES rendered, (b) hours/days worked, (c) details of the respective CONTRACTOR's employee, if several are deployed, (d) order number and (e) name and department name of the DEUTZ employee designated by DEUTZ as the contact person. A countersignature by DEUTZ is not required and – if it is nevertheless provided – does not constitute acceptance of the SERVICES as free from defects.

4. Payment terms

- 4.1. Payments shall be made within 60 days, calculated from the end of the month in which the SERVICES were completed (in the case of work services, acceptance replaces completion) and in which the invoice was issued. If DEUTZ pays within 14 calendar days, the CONTRACTOR shall grant a 2% discount on the net amount of the invoice.
- 4.2. Payments do not constitute acceptance of the SERVICES as free from defects.
- 4.3. DEUTZ is entitled to rights of retention and set-off to the extent permitted by law.

5. Guarantee; Liability; Insurance of the CONTRACTOR

- 5.1. The CONTRACTOR guarantees that the SERVICES are free of defects, including fulfilment of the properties and specifications agreed with DEUTZ. The CONTRACTOR shall ensure that the SERVICES comply with the DEUTZ documents underlying the order, the applicable statutory provisions and relevant regulations, rules and guidelines (e.g. accident prevention regulations). DEUTZ shall notify the CONTRACTOR of any defects in the SERVICES 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 new provision of defect-free SERVICES free of charge. The CONTRACTOR shall reimburse DEUTZ for the costs incurred in connection with subsequent performance, in particular the costs of inspection and the associated labour and personnel costs.
- 5.2. In urgent cases or if the CONTRACTOR is in default with subsequent fulfilment, DEUTZ shall be entitled to remedy the defect itself or have it remedied by a third party or procure a replacement elsewhere at the CONTRACTOR's expense. In the event that the CONTRACTOR is in default with subsequent fulfilment, or in the event of a defect in one or more SERVICES for which the CONTRACTOR or its vicarious agents are responsible, the CONTRACTOR shall also reimburse DEUTZ for any further expenses and damages incurred. In particular, the CONTRACTOR shall reimburse DEUTZ for other expenses incurred by DEUTZ as well as costs and damages of third parties for which DEUTZ is liable.
- 5.3. DEUTZ is entitled to further rights due to defects to the extent provided for by law.
- 5.4. Insofar as DEUTZ proves that a defect exists, the CONTRACTOR shall bear the burden of presentation and proof that it is not at fault.
- 5.5. The warranty period shall be thirty-six (36) months from completion of the SERVICES.
- 5.6. The CONTRACTOR undertakes to insure itself to an appropriate extent against all risks arising from its liability. The CONTRACTOR shall provide proof of its insurance cover at the request of DEUTZ.
- 5.7. The conditions of clause 5 continue to apply after termination of the contract.

6. Compliance and Supplier Code of Conduct

The CONTRACTOR undertakes to comply with all German and EU regulations. For this purpose, the CONTRACTOR 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 CONTRACTOR undertakes to comply with the DEUTZ Supplier Code of Conduct in the attached version. The CONTRACTOR shall also check its subcontractors with regard to compliance with the DEUTZ Supplier Code of Conduct. The CONTRACTOR also checks its sub-suppliers for compliance with the DEUTZ Supplier Code of Conduct.

7. Acceptance

In the case of work services, formal acceptance must always take place after notification of completion. A joint written record of the acceptance shall be drawn up, showing the acceptance and any defects to be rectified.

8. DEUTZ's Liability

DEUTZ's liability for damage caused to the CONTRACTOR or its vicarious agents by legal representatives or vicarious agents of DEUTZ shall be limited to intent and gross negligence, except in cases of injury to life, limb or health, liability under the Act on Liability for Defective Products (Produkthaftungsgesetz) and breach of essential contractual obligations. An obligation is essential to the contract if its fulfilment characterises the contract and if the CONTRACTOR can rely on it. In the event of a simple negligent breach of material contractual obligations, DEUTZ shall only be liable for the foreseeable damage typical of the contract.

9. Confidentiality / Restriction of use

The CONTRACTOR is obliged to keep confidential any information obtained from DEUTZ regarding engine technology or other trade secrets, 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 CONTRACTOR's obligations to DEUTZ.

10. Rights of use; Third-party Property Rights

- 10.1. If DEUTZ commissions a SERVICE tailored specifically to DEUTZ, the CONTRACTOR hereby grants DEUTZ a simple right of use to the SERVICES, unlimited in terms of content, location and time. This transfer of rights also includes the right to make changes, the right to transfer to third parties and all exploitation rights.
- 10.2. The CONTRACTOR shall be liable for ensuring that domestic and foreign industrial property rights are not infringed by the manufacture, delivery and use of the Services. If DEUTZ is held liable by third parties for infringement of property rights, the CONTRACTOR shall be obliged to indemnify DEUTZ against these claims upon first written request. The CONTRACTOR's indemnification obligation relates to all expenses necessarily incurred by DEUTZ arising from or in connection with claims by third parties.

11. CONTRACTOR's legal position

The CONTRACTOR works as a self-employed professional for a number of other companies. It is completely free to choose how it performs their services. The CONTRACTOR is not subject to DEUTZ's instructions and in no way integrated into its corporate organisation. The CONTRACTOR is also completely free to determine its place of work and working hours, unless the contract

Requires specific implementation at DEUTZ.

12. Contractor's employees

- 12.1. The CONTRACTOR shall provide the SERVICES with its own personnel. The CONTRACTOR may only deploy persons who are not employees of the CONTRACTOR with the prior consent of DEUTZ. The work must be carried out by suitably qualified specialist personnel.
- 12.2. DEUTZ shall be entitled at any time to exclude the

CONTRACTOR's employees from performing further SERVICES if this is necessary for safety reasons, or if further cooperation with this employee is unreasonable for DEUTZ. The CONTRACTOR shall bear the resulting additional costs.

- 12.3. If the CONTRACTOR plans to replace an employee outside of section 12.1, the CONTRACTOR shall notify DEUTZ of this immediately.
- 12.4. In the event of an accident involving a CONTRACTOR's employee on the DEUTZ factory premises or on the way to and from work, the CONTRACTOR is obliged to submit a copy of the accident report to DEUTZ without request from DEUTZ. The same applies in the event of occupational illness in connection with work on DEUTZ premises.

13. Force Majeure

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

14. Data Protection

- 14.1. The CONTRACTOR is obliged to comply with the applicable data protection regulations when providing the SERVICES.

The CONTRACTOR agrees that DEUTZ may store the data required within the scope of the business relationship and the contracts concluded with the CONTRACTOR in its computer system and use it for its own purposes within the DEUTZ Group (including domestic and foreign subsidiaries and joint ventures). Further information on data protection at DEUTZ can be found at [DEUTZ AG: Privacy Policy & FAQ Data Protection : DEUTZ AG](#)

15. Advertising

The CONTRACTOR may only advertise the contractual relationship with DEUTZ with the prior written consent of DEUTZ. The CONTRACTOR is also only authorised to use DEUTZ trademarks, in particular the logo, with prior written consent.

16. Contract term

- 16.1. The contract to which these terms and conditions apply (such as an individual contract) is valid for an indefinite period and may be terminated in writing with twelve (12) months' notice to the end of a calendar year.
- 16.2. If the CONTRACTOR grossly negligently breaches the confidentiality or data protection obligations or if the personnel deployed do not have the necessary qualifications, DEUTZ shall be entitled to terminate the contract without notice.

17. Place of jurisdiction; Applicable Law

Place of jurisdiction is Cologne. The contract is governed by the laws of the Federal Republic of Germany, excluding conflict of law provisions.

18. 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 contracting parties.