

# General Terms and Conditions of Purchase

## DANGO & DIENENTHAL Maschinenbau GmbH and DANGO & DIENENTHAL Filtertechnik GmbH (As of: October 2002)

### I. Applicable Conditions

We place orders exclusively based on our General Terms and Conditions, unless expressly agreed otherwise. Other conditions do not become part of the contract, even if we do not expressly object to them. The acceptance of delivery or performance does not imply our agreement with the seller's or supplier's general terms and conditions.

### II. Order

Only orders and agreements issued in writing are binding for us. All agreements made in connection with the placement of orders - especially subsequent modifications and supplementary agreements of any kind - require our written confirmation for their validity. Our written order alone determines the scope of delivery and/or performance. Acknowledgment of orders must be confirmed in writing upon receipt. We do not recognize any conflicting or deviating terms of the contractor from our purchasing conditions unless we have expressly accepted these terms in writing on a case-by-case basis.

Execution of our order is considered acceptance of our conditions. If prices are not agreed upon beforehand in exceptional cases, they must be definitively stated in the order confirmation. We reserve the right of objection and withdrawal.

### III. Prices

The agreed prices are fixed prices and are exclusive of the applicable value-added tax, free to the place of use, including packaging and freight costs. If a price is agreed as "ex works" or "ex warehouse," we only bear the most favorable freight costs. All costs incurred until handover to the carrier, including loading and exclusively roll fees, are to be borne by the contractor. The agreement on the place of performance is not affected by the type of price stipulation. We reserve the right to accept or reject over-deliveries or under-deliveries.

### IV. Trade Clauses

The interpretation of trade clauses is governed by the INCOTERMS in the version valid at the conclusion of the contract.

### V. Subject of Delivery

The delivered item must correspond to the intended use and the latest state of technology. If there are standards for the delivered item and/or its components, they are to be observed in the following order:

DDS factory standards (W.N ...) and manufacturing specifications according to (SN 200) ISO, IEC, EN, DIN, VDE as well as technical regulations by other rule setters.  
VBG accident prevention regulations  
Act on Technical Equipment (Equipment Safety Act)  
Machinery Safety DIN EN 292 and DIN EN 294  
In individual cases where deviations from a standard or the specified hierarchy are necessary, the contractor must obtain our written approval. Our acceptance does not affect the contractor's warranty obligations. Fundamental safety and health requirements for the design and construction of machines according to the valid EC Machinery Directives must be complied with. All required documentation, declarations, inspections, and markings thereafter are also part of our scope of delivery.

### VI. Delivery Dates and Delay

Partial deliveries and/or deliveries before the agreed date require our prior approval. Any additional costs resulting from early shipment or partial delivery, such as freight, etc., are to be borne by the contractor unless these deliveries have been expressly requested by us, and we have expressly agreed to bear the costs. If the contractor realizes that they cannot meet a delivery deadline, they must inform us immediately to allow for alternative arrangements. Agreed delivery dates are binding. In the event of a contractor's delay in performance, after a set deadline, we are entitled, at our discretion, to demand subsequent delivery and compensation for late delivery, or instead of fulfillment, claim damages for non-fulfillment and withdraw from the contract. If the contractor is responsible for exceeding the delivery time or inadequate performance, they are liable to pay a penalty if this has been stipulated in our order. Payment of the penalty does not absolve the obligations for proper performance or reimbursement of further damages.

### VII. Warranty

The contractor guarantees that all deliveries/services comply with the latest state of technology, relevant legal provisions, and regulations and guidelines of authorities, employers' liability insurance associations, and professional associations, and, if provided, comply with our drawings and specifications. If deviations from these regulations are necessary in individual cases, the contractor must obtain our written approval, which does not limit their obligation to rectify the situation. The contractor undertakes to use environmentally friendly products and procedures within their deliveries/services and also in deliveries or additional services from third parties within economic and technical capabilities. The contractor is liable for the environmental compatibility of the delivered products and packaging materials and for any consequential damages resulting from the violation of their legal disposal obligations. Upon request, the contractor will provide a quality certificate for the delivered goods. If the item is defective, the contractor must promptly and at no cost, including all incidental expenses, rectify the defect either by repair or by replacing the defective parts at our choice. In addition, we retain the statutory claims, particularly rights to rescind, reduce the purchase price, demand replacement delivery, and/or claim damages. If the contractor fails to fulfill their warranty obligation within a reasonable period set by us, we may, at our discretion, undertake necessary measures at their expense and risk, regardless of their warranty obligation, or have these actions taken by a third party. In urgent cases, after consulting with the contractor, we may carry out or have a third party carry out the rectification. Minor defects may be rectified by us for the sake of uninterrupted production without prior coordination, and the expenses may be charged to the contractor, without affecting the contractor's warranty obligations. The same applies if unusually high damages are imminent. Unless otherwise agreed in individual contracts, the obligation for rectification ends 24 months after acceptance of the delivered item by us or transfer to the third party designated by us at the specified reception or usage location.

### VIII. Environmental and Accident Regulations

The contractor is obligated to take all necessary environmental and accident prevention measures concerning the delivered item and to consider all official and legal requirements. We have the right to demand a certificate from the relevant employers' liability insurance association, confirming compliance with all accident prevention provisions.

### IX. Shipment

Shipments must comply strictly with our respective shipping instructions and must be notified to us no later than the day of shipment. Unless otherwise agreed in individual contracts, the contractor is responsible for the loading and shipping document labor and material costs as per the pricing stated under IV. Shipments must comply with the freight weights determined by the railway or by our calibrated scales. Specified weights must be indicated in all shipment documents. For call-off deliveries or if stored at our request, proper storage and insurance are to be ensured at the contractor's expense.

Invoices, delivery notes, and shipment notifications must be sent to us in a proper manner. Our order numbers and other notes related to the order must be stated in the shipment notifications, consignment notes, parcel labels, and in the written correspondence.

The contractor is liable for any consequences resulting from incorrect freight declarations. Shipment notifications must be submitted immediately upon dispatch of each individual shipment. If the specified receiving station, department, order number, subject note, or issue note are missing in the shipping documents, all costs resulting from this omission will be borne by the contractor.

### X. Third-Party Intellectual Property Rights

The contractor guarantees that the delivery and use of the delivered item do not infringe on any third-party rights, especially patents, utility models, copyrights, and competition rights, and will indemnify us from any claims brought by third parties.

### XI. Drawings, Design Documents, Models, Tools

Drawings and other documents, devices, models, tools, and other manufacturing equipment provided to the contractor remain our property. Ownership of tools, models, and other manufacturing equipment paid for by us transfers to us. These items may not be scrapped or made accessible to third parties, e.g., for manufacturing purposes, without our written consent. They may not be used for purposes other than those contractually agreed upon, such as delivery to third parties. The contractor is responsible for careful storage of these items at their expense during the contract execution. The maintenance, repair, and partial renewal of the aforementioned items are subject to the agreements made between us and the contractor. We reserve all rights to drawings produced based on our instructions or products as well as to procedures developed by us.

### XII. Assignment, Offset and Retention Rights

Assignment of claims against us is only permissible after we have given prior written consent. This also applies to silent assignments. The contractor is not entitled to offset alleged claims against our company without our prior consent, unless the claim is undisputed or has been legally established. The contractor's right to retention is excluded unless it is based on the same contractual relationship.

### XIII. Place of Performance, Jurisdiction, Applicable Law

The place of performance for the delivery is the specified receiving location by us. The place of performance for payment is the order address specified in the purchase order. Siegen is the exclusive place of jurisdiction for deliveries and payments. The law of the Federal Republic of Germany applies. The application of the Vienna UN Convention on Contracts for the International Sale of Goods dated April 11, 1980 (UN Convention) is excluded. The Vienna UN Convention only applies if expressly agreed upon between the parties.

### XIV. Payment, Invoicing

Payment is made, unless otherwise agreed, at our discretion, 14 days after receipt of the goods and the invoice with a 3% discount or at the end of the month following the delivery without deduction of any discount. We expressly reserve the right to make payments through bank transfer, our own acceptances, or customer bills, at our discretion. For the acceptance of acceptances or customer bills, we compensate at the respective central bank discount rate. The contractor is obliged to attach a tax exemption certificate copy to each invoice for construction services. Should the tax exemption certificate be missing, we will withhold a tax at the prevailing rate from the gross invoice amount.

### XV. Statute of Limitations

Claims against us arising from or in connection with the order expire two years after the date of receipt of the delivery and the invoice.

### XVI. Miscellaneous

Drawings from the contractor concerning machine parts, etc., subject to wear and tear, as well as overview drawings and similar documents, must be provided to us free of charge. This grants us the right to use these drawings for creating spare parts, modifications, and the like, either by ourselves or by third parties contracted by us. Claims arising from the violation of the supplier's rights are in all cases excluded. No compensation is granted for visits, planning work, and the like. Submission of offers is always free of charge. If individual provisions of these purchase conditions are legally invalid, the purchase conditions remain valid in all other respects; the contracting parties are obliged to replace the invalid provision with a valid agreement that comes closest to their economic purpose.