



## STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS / FOR WORK AND SERVICE

### § 1 General

1. These terms and conditions shall govern all existing and future business relationship of the parties. This shall also apply, if DIL does not refer to these Standard Terms and Conditions for future business again. Any terms and conditions of the client are rejected and do not become part of the agreement. This shall also apply in case DIL has knowledge of these terms and conditions of the client or if DIL does not explicitly reject these terms and conditions of the client again, unless DIL explicitly approves of the terms and conditions of the client in writing.
2. These terms and conditions shall apply to businessmen as well as to legal entities of public law and to separate assets governed by public law. Businessmen according to these terms and conditions are all natural and corporate bodies or partnerships having legal capacity, with whom DIL gets into business relationship and who are acting in pursuance of a commercial or self employed professional occupation.
3. These Standard Terms and Conditions shall also apply for assemblage and repair works by DIL.
4. Apart from the following terms and conditions, exclusively the legal provisions, especially those of the BGB (German Civil Code) shall apply.
5. For the interpretation of trade stipulations the Incoterms, latest edition, shall apply in case of doubts.
6. Any agreement being in force among DIL and the client in order to execute this contract, are on record in writing in this contract and these terms and conditions.

### § 2 Offer and formation of Contract

1. Offers are always without obligation. Technical modifications as well as modifications in shape, colour and/or weight are reserved within the frame of reasonableness. Figures, drawings, weights and measures and other data of performance shall only be binding, if this is explicitly agreed in writing.
2. DIL reserves its ownership and its intellectual property rights with regard to estimates of costs, diagrams and other documents. These documents shall not be made accessible to third parties without express written consent of DIL. In case an administrative body demands these documents rightfully, we will give this consent to this passing on.
3. Should a contractual performance be agreed, which depends on the approval by an administrative body, changes to the performance are reserved in order to obtain the approval of the administrative body necessary. Any changes of the contract after the contract had come into force can only be considered, if the additional costs arising from such changes are paid by the client and if the client gives DIL enough additional time for the service it will be obliged to.
4. The contract comes into force by written order confirmation by DIL or by DIL processing the order if such a confirmation is missing.

5. Any changes or additions or collateral agreement to the contract need to be in writing or must be confirmed in writing in order to be valid. Our staff is not entitled to make collateral agreements or to give any assurance, which goes beyond the contents of the written provisions of the contract.
6. Should DIL get the order online, DIL will normally confirm the receipt of the order. This confirmation certifies only the receipt of the order and shall not be a binding confirmation of the order. The confirmation of the order may, however, be joined with the confirmation of receipt of the order.
7. In case the client asks for a binding price of the performance, an offer has to be made in writing. In that offer all work to be done and the materials necessary to achieve the performance have to be stated in particular and the respective prices have to be listed. DIL is bound to that offer for 8 weeks from its submission.
8. Preparational work like the drawing up of bills of quantities, project documents, plans, diagrams etc., requested by the client, a remuneration may be due based on an agreement reached.
9. Should an order be submitted on the basis of an offer, the costs of preparational work billed will be set off from the invoice for the order. The total offered price may only be exceeded upon invoicing if the client approved of it.

### § 3 Prices and Conditions of Payment

1. Unless agreed differently, all prices are ex works in Euro. The legal VAT will be added according to its respective legal rate. Concerning the additional charges we refer to the provisions in § 4 number 1 and 3. Should the delivery be made later than 8 weeks after formation of the contract, the prices of DIL applicable at the date of dispatch will be charged.
2. Invoices are to be paid net, unless otherwise agreed.
3. If several claims are due, DIL reserves the right to use a payment, installment or a deposit first to discharge that claim, which offers the least security, among several claims which are equally secure that one which is the oldest and concerning claims which have the same age, DIL reserves the right to discharge all these claims partially at the same rate.
4. The client is only entitled to setoff counterclaims subject to final judgement or if accepted by DIL. A right of retention may only be exercised, if the particular counterclaim results from the same contractual relationship as the claim.
5. Default of payment is governed by the legal regulations with the provision, that the client will be in default of payment at the time of receipt of a reminder after the claim became due, otherwise 14 days after the claim became due and he received the invoice. During the period of default of payment the client has to pay interest on his debt at an interest rate of 8 % p.a. above the base lending rate of the European Central Bank. The proof and the claim of a higher damage is reserved.
6. Any bill of exchange, cheque or other bond are only accepted on account of performance and after prior written consent. Any costs resulting from the acceptance (e.g. collection and discount fees) have to be reimbursed by the client. The term of bills of exchange is limited to 90 days from the invoice date.
7. Claims of DIL on the remuneration agreed will become time barred after 5 years.
8. The assignment of client's claims against us must be expressly approved by us in writing in order to be valid. DIL is not entitled to refuse the approval if there is not a major reason for it.
9. DIL is entitled to assign claims resulting from this contract to a third party. Furthermore, DIL is entitled to transfer the rights and obligations of this contract onto a third party, if the third party accepts in full the rights and obligations of this contract.

## § 4 Packing and Shipment

1. The costs of packing, shipment, transactions and custom dues are, unless agreed differently, charged additionally to the client. DIL may upon its choice charge a lump sum or the effective costs. The lump sum amount is 5 % of the gross invoice amount. The client may prove that the costs of DIL were less.
2. The way of packing and of shipment will be chosen by DIL discretionarily.
3. Only upon explicit order of the client the goods will be insured against transport damage. The costs of the insurance are charged to the client additionally.
4. If the shipment or the acceptance is delayed due to reasons for which the client is liable, the latter has to bear the costs arising. DIL will upon its choice charge a lump sum or the effective costs. The lump sum amounts to 0,5 % of the gross invoice amount for each month broken. The lump sum is limited to 5 % of the gross invoice amount in total. The client may prove that the costs were less. After expiration of a reasonable deadline, DIL is furthermore entitled to dispose of the goods to be delivered differently and to deliver to the client within a reasonable prolonged deadline.

## § 5 Transfer of Risks and Acceptance

1. The risks in the goods are transferred to the client as soon as the goods are passed on to the person processing the transport or if the goods left our warehouse for the purpose of shipment.
2. If the goods are ready for shipment and the shipment is delayed due to an instruction of the client or due to other reasons the client is liable for, the risk is transferred to the client upon notification of the client that the goods are ready for shipment.
3. If the client does not accept the goods after notification about the readiness for shipment or if the client is in default with another major contract obligation, DIL is entitled to cancel the contract after a reasonable deadline set has elapsed and to claim damages instead of the remuneration. DIL may upon its choice claim the amount of the effective damage or a lump sum of 15 % of the gross invoice amount, unless the client does prove that the damage of DIL is less.

## § 6 Time of performance

1. Date and time of performance are as agreed in the contract. Time of performance or deadlines have to be confirmed in writing by DIL in order to be binding. Complying with the time of performance agreed requires that the client fulfils his own contractual duties and obligations as agreed. In case he does not do so, the time of performance is reasonably extended, unless DIL is liable for that delay.
2. Compliance with the time of performance is subject to the receipt of the materials and goods needed by DIL from its suppliers in the correct way and on time. This only applies if DIL is not liable for the non-delivery, especially in case of a congruent covering order with its supplier. DIL will immediately notify its client about the unavailability of the performance. An eventual consideration paid will be immediately reimbursed.
3. The date and period of performance are reasonably postponed or extended respectively, if we are prevented from performing within the time agreed due to force majeure, e.g. strikes or other circumstances, for which we are not liable. This also applies, if similar circumstances are present at our subcontractors. For damages resulting therefrom DIL cannot be held liable on any legal basis. Should the obstruction continue for more than 3 months, the client is entitled to cancel the contract for the remaining part of the contract which is not fulfilled after having set an appropriate deadline for fulfilment of the contract. In this case, the client does not have any claims for damages.
4. In case of any damage suffered by the client due to a delayed delivery for which DIL is liable, the legal

provisions are applicable. If DIL is liable for damages, this compensation is limited to the typical damage, which could have been foreseen at the time the contract came into force. It amounts for each full week of delay to 0,5 % of the value of that part of the whole consignment which due to the delay could not be used in time or in the contractual manner, but in total to a maximum of 5 % of that value. Any further claims are excluded. This limitation does not apply, as far as DIL is liable in case of a wilful act or gross negligence or in case of death or bodily injury.

5. DIL is at any time entitled to partial deliveries and to performances in part, unless the partial fulfilment of the contract is without use for the client.
6. The client has to accept all goods delivered, even if they have slight defects.

## § 7 Claims of the client due to defects

1. DIL warrants that the goods delivered and the performances done are within a period of 12 months from delivery of the goods or the acceptance of the performance, respectively, free of defects. This short period of warranty shall not be applied, if the rights of the client are with respect to a building or a performance, which lies in the planning or supervision of the construction of a building, if they are in respect of claims due to producer's liability, if DIL acted deliberately or with gross negligence or if death or bodily injuries due to DIL's liability occurred.
2. In general, for the condition of the goods only the description of the product by DIL is agreed. Public comments, extolations or advertisements are not decisive and in consequence not agreed. The client does not obtain any guarantees in the legal sense.
3. In case of defects of the goods delivered we can choose among the repairing of the goods or replacement of the goods (subsequent performance). Should that subsequent performance fail, the client can claim on his choice reduction of the remuneration or cancellation of the contract or compensation for damages in the frame of the limitation of liability (§ 8). Should the default of the contract be only slight, especially if there is only a slight defect, the client shall not be entitled to cancel the contract.
4. Concerning obvious defects, the client has to notify DIL in writing immediately, within a deadline of one week after receipt of the goods at latest. The client is excluded from making any claims due to any defects, if that notification did not happen. In order to keep the deadline, it is sufficient to post the notification within the deadline. The client has to prove all preconditions for making of the claim, especially of the defect itself, the time of detecting the defect and the notification in time.
5. In case the client chooses cancellation of the contract after the subsequent performance due to a defect failed, he shall not be able to claim additionally compensation for this defect. Should the client choose compensation after a subsequent performance failed, the goods will remain with the client as far as it is reasonable. In this case the compensation is limited to the difference between the value of the defective goods and the price agreed in the contract. These restrictions shall not apply, if the violation of the contract is caused by DIL acting deliberately or with gross negligence or if it is liable compellingly for death or bodily injuries.
6. Any liability for ordinary wear and tear and for improper or negligent use of the goods is excluded. Furthermore, any liability for defects shall be excluded, if instructions for maintenance, use or operation are neglected, changes in the design or construction of the products are made, parts are exchanged or expendable material is used, which does not comply with the specifications of the purchased goods unless the client disproves a substantiated contention that due to such reasons the defects have occurred.

## § 8 Liability

1. Claims for damage regardless of the legal basis of the claim are excluded in case of infraction of minor contractual obligations by way of slight negligence. This also applies for infractions of contractual

obligations due to slight negligence by our representatives, vicarious agents and vicarious officers. The liability is limited to the typical average damage foreseeable at time of formation of the contract having regard to the nature of performance. These restrictions shall not apply, if DIL is liable for death or bodily injuries.

2. Claims of the client arising from product or producer's liability are unaffected by these provisions.
3. The liability of DIL is limited to the in the particular case typical and foreseeable average direct damage.
4. Client's claims are time barred one year after delivery of the goods or the acceptance of the performance, respectively. This provision shall not apply only if DIL's liability is due to a wilful act or gross negligence, if major contractual obligations are breached or if it is liable for death or bodily injuries.

## § 9 Retention of Title

1. Notwithstanding any other provisions of these terms and conditions or any other agreement of DIL and the client, the property in the goods shall not pass to the client unless any claims resulting from the business relationship with the client are fulfilled including any balance in current account. As far as the value of all securities resulting from this provision exceed the amount of all claims secured by more than 20 %, DIL will release a respective part of these securities on client's request.
2. The client shall be entitled to resell or process the goods in the ordinary course of his business as long as he is not in default with his payments. The client shall not be entitled to pawn or mortgage the goods. Claims resulting from the reselling or another legal basis (e.g. claim against an insurance, tort) regarding the goods under retention of title, the client already now assigns by way of security in full extent to DIL. The latter accepts this assignment. DIL authorizes the client irrevocably to collect the claims assigned on account of DIL and in his own name. The authorization to collect the claims can only be revoked if the client is in default with any payments due.
3. In case of third parties getting possession of the goods under retention of title, the client shall notify this third party about the ownership of DIL and immediately inform the latter. Furthermore, the client has in such a case to bear all costs arising from recovery of possession of these goods, especially for third-party counterclaim proceedings.
4. In case of breach of contract by the client, in particular in case of default of payment, DIL is entitled to take back the goods under retention of title. The client is obliged to return the goods. In order to collect these goods, DIL is entitled to enter the business premises or other premises of the client. The taking back or the exercise of the retained title or the seizure of the delivered goods by DIL does not mean a cancellation of the contract, unless DIL expressly declared this. DIL is entitled to sell the goods taken back in order to satisfy its claim by using the sales proceeds.
5. In case of shipments outside the Federal Republic of Germany for which the provisions above concerning the securities at goods and the retention of title cannot be validly agreed, such right of security to the goods covering all claims due is deemed to have been agreed which is most similar to the aforementioned security rights and is permissible and legally valid according to the applicable law.

## § 10 Provisions of Data Protection

1. DIL uses personal data of the contract and business relationship only for the processing of the contract, after-sales service, customer relationship, market and opinion research as well as for its own advertising purpose.
2. Data gathered during the processing of and needed for the business relationship with the client are recorded, stored and processed by DIL in its systems for electronic data processing (EDP). As far as it is necessary for the processing of the contract, the data are transferred to third-party businesses, which are commissioned by DIL, being entitled to do so, with the processing of the contract or parts of it.

3. DIL obliges itself to completely delete the personal data after all contractual obligations have been completely fulfilled by both parties.

## § 11 Miscellaneous Clauses

1. This contract shall exclusively be governed by and construed in accordance with the law of the Federal Republic of Germany. The applicability of UN law for international sale (CISG) is in any case excluded, also in case the General Terms and Conditions of the client provide for its applicability.
2. Place of jurisdiction for all disputes arising from the business relationship with the client shall exclusively be our commercial domicile. The same applies, if the client has no place of jurisdiction in Germany or if his domicile or place of residence is not known at the time of initiating court proceedings. DIL however, is entitled to sue the client at his general place of jurisdiction.
3. Place of fulfilment of all obligations resulting from this business relationship is Quakenbrück.
4. If a particular provision of the contract, including these Standard Terms and Conditions for the Purchase of Goods / for Work and Service is in total or in part invalid, the remainder of the contract shall not be affected thereby. The invalid provision shall be replaced by a legally valid provision by which the economic aim of the contract is reached as far as possible.