

**GENERAL TERMS AND CONDITIONS  
OF PURCHASE**  
of  
**DAS Environmental Expert GmbH as  
of 03/2021**

**§ 1  
General**

1. These general terms and conditions of purchase shall apply to the business relationship with entrepreneurs in accordance with §14 of the German Civil Code (BGB), legal persons under public law and public law special funds (hereinafter referred to jointly as "supplier") in order to regulate purchase transactions of **DAS Environmental Expert GmbH** (hereinafter referred to as "DAS") in the course of its worldwide business activities. These form part of the framework contract which regulates the relationship with the supplier.
2. The terms and conditions of purchase of DAS shall apply in an exclusive manner. DAS will only recognise terms and conditions of the supplier which conflict with or deviate from these terms and conditions of purchase if it has expressly agreed to such in writing or text form. The acceptance of goods or services of the supplier (hereinafter referred to as "object of delivery" or "object of service") or their payment does not represent agreement, even if the acceptance or payment takes place in the knowledge of conflicting or supplementary contractual terms and conditions of the supplier. In the same manner, any previously agreed general contractual terms and conditions of the supplier which conflict with or add to these terms and conditions of purchase will no longer be recognised.
3. Should framework contracts or individual contracts be concluded between DAS and the supplier, these shall have priority. These will be supplemented by these terms and conditions of purchase, unless more specific provisions have been concluded therein.

**§ 2  
Conclusion of the contract and contractual  
amendments**

1. Offers, orders, the conclusion of contracts and delivery call-ups, as well as changes and additions to these require written form. Oral agreements of any kind - including subsequent alterations and additions to these terms and conditions of purchase - require the written confirmation of DAS in order to be valid. § 305b of the German Civil Code (BGB) - priority of individually agreed terms - shall remain unaffected.
2. The written form requirement can also be fulfilled by means of fax, remote data transfer or in text form by means of an email.
3. Offers and cost quotations are binding for the period of their validity. These are not subject to remuneration unless expressly agreed otherwise.
4. The supplier shall be obliged to accept orders within a deadline of 3 working days at its place of business and to send DAS an order confirmation. Should the supplier fail to accept the order and delivery call-ups within the deadline following receipt referred to above, DAS reserves the right to revoke these.
5. Goods or components of goods and/or services or components of services which are not listed in the order of the supplier but which are essential for the safe and efficient operation or corresponding use of the goods and/or service shall be deemed to be part of the object of delivery and to be owed by the supplier together with this without any additional remuneration being owed, unless otherwise agreed.

6. The supplier shall provide notification in text form in its offer of any dangers and risks to the environment in connection with the delivered goods, including any special handling which is required.

**§ 3  
Deliveries and services**

1. The specifications and quantities set by DAS in the orders and delivery call-ups which have been accepted must be complied with. Any change to the delivery and service in relation to the agreed specifications and partial, additional or reduced deliveries are only permitted with the prior express agreement of DAS. The agreement must fulfil the text form requirement.
2. Deliveries and services shall take place in accordance with DDP - Incoterms 2020 as a rule, unless otherwise agreed.
3. The values calculated by DAS during the goods-in inspection are decisive in relation to quantities, weights and dimensions.
4. DAS will only accept partial deliveries or services following an expressly concluded agreement. In case of agreed partial deliveries, the remaining quantities must be clearly listed.
5. Should the delivery take place prior to the agreed delivery date, DAS reserves the right to resend the goods at the expense of the supplier or to reject the performance of the service / reject the delivery.
6. DAS is entitled to request a replacement or exchange of the personnel used by the supplier for important reasons. An important reason is present in particular if objective doubts exist concerning the necessary experience and/or qualifications for the bringing about of the contractually owed service results and/or if objective concerns exist that the said personnel are not complying with safety in the workplace or protection of the environment regulations. In such a case, the supplier shall be obliged to obtain a qualified replacement immediately. All costs connected to a change of personnel shall be borne by the supplier. The agreed dates and deadlines shall remain unaffected thereby.

**§ 4  
Change management**

1. Following the conclusion of the contract and prior to full performance, DAS can request changes to the deliveries or services from the supplier at any time (in particular construction and performance) which are logistically and technically reasonable. In such a case, the supplier shall immediately inform DAS of the effects of this change request, in particular in relation to additional and reduced costs, as well as the delivery date. In addition, where necessary, the parties shall agree a reasonable adjustment to the contractual terms in text form.
2. The supplier cannot request a change to the contractual terms in case of minor technical changes and changes which are of minor economic significance to the supplier.

**§ 5  
Dates, deadlines and delay**

1. Agreed dates and deadlines are binding and must be complied with. Delivery and performance dates which are stated relate to the time of handover of the object of delivery at the place of performance specified by DAS.
2. Should the supplier be required to provide material samples, inspection protocols, quality documents or other documents in accordance with the contract or as a secondary obligation, the delivery and/or service will only be deemed to be complete and payments will only become due if the said documents are handed over in full.
3. Foreseeable delivery delays must be notified to DAS by the supplier immediately in text form, stating the reasons for and

- the expected duration of the delay. Following a request by DAS, the supplier shall be obliged to disclose relevant documents in connection with the order. Where necessary, the supplier shall grant DAS the right to contact relevant sub-suppliers of the supplier directly, in order to shorten or prevent delivery and service delays. The above shall not release the supplier from its responsibility in relation to the provision of the delivery and service.
4. The acceptance of a delayed delivery or service without reservation shall not represent any wavering by DAS of the claims to which it is entitled due to the delayed delivery or service.
  5. In case of delivery and service delay, DAS shall be entitled to claim a contractual penalty to the sum of 0.5% of the agreed net price for the delivery for each commenced week where the delivery date is delayed. However, the contractual penalty shall be limited to a maximum of 5% of the agreed net price for the delivery. DAS reserves the right to bring further statutory claims, in particular damages claims, however the contractual penalty will be set off in full against such claims.
  6. In the absence of an agreement to the contrary, DAS is entitled to request a free-of-charge delay to the delivery and/or service of up to 4 weeks. The supplier shall not have any claims against us due to the delivery delay in such a case. During the period of time stated above, the goods to be delivered shall be stored at the risk of the supplier. In addition, DAS shall be entitled to request a further delivery delay of up to 24 weeks, during which the goods will also be stored at the risk of the supplier. In such a case, DAS will reimburse the supplier the proven storage and insurance costs and will provide payment at the latest on the payment date resulting from the original delivery date.

#### § 6

##### **Packaging, transportation/shipping and disposal**

1. Following a request by DAS, the supplier shall inform DAS of the shipping date of the object of delivery in text form prior to its dispatch. In case of freight shipments, the notification of shipping shall take place on the day of dispatch. The supplier shall be obliged to pack the object of delivery and load it using environmentally-friendly materials in such a way that the integrity of the object of delivery is ensured during loading, transportation and unloading. The supplier shall incur liability for damage to the object of delivery which is caused by defective packaging.
2. Following a request by DAS, the supplier must take back transport containers, work tools, aids and all types of packaging, in particular transport packaging. In such a case, the supplier shall bear all costs which are incurred for packaging, loading, transportation to its place of business and unloading. Should waste be generated during the fulfilment of the contract by the supplier, the supplier shall deal with and dispose of this at its own expense in accordance with the applicable laws relating to waste. The ownership, risk and responsibility shall be transferred to the supplier at the time the waste is generated.
3. Should DAS and the supplier have agreed in deviation from the provisions above that DAS will specify the packaging, the supplier will charge for the packaging at cost price. Should it become apparent that the specified packaging is not suitable for packing the object of delivery in a safe and reasonable manner, the supplier shall immediately notify DAS in text form following the specification by DAS.
4. Should the packaging used to ship the goods be charged for separately in accordance with an agreement, DAS shall be free to make it available again in a usable condition, carriage paid, against a credit note of at least 2/3 of the invoiced value, unless DAS has agreed otherwise with the supplier. The supplier shall have the right to provide proof that the returned packaging is of a significantly lower value (>-10%). In such a case, the reimbursement shall be adjusted accordingly.

5. Each delivery/partial delivery must be accompanied by an invoice, a packing slip and a delivery note in duplicate, stating the order and item number and the goods description of DAS, as well as net and gross weights, quantities and quantity units and/or exact quantities. Partial deliveries must be labelled as such.
6. The order number of DAS must be stated in all written correspondence relating to the order as a minimum. Should a failure to comply with the obligation above lead to processing and payment delays, DAS cannot assume responsibility for such.

#### § 7

##### **Billing, payment Assignment/set off**

1. The agreed prices are fixed prices. Price changes and reservations in this respect shall only then be binding if DAS has expressly acknowledged such in writing. The agreed prices include all costs, in particular the packaging, transportation, customs formalities and customs duties (delivery DDP - Incoterms 2020). The place of delivery shall be the place of business of DAS unless otherwise agreed. The applicable value added tax is included in the price, unless the price has been expressly stated as being a net price.
2. An invoice is a necessary prerequisite for payment in accordance with §14 of the German Value Added Tax Act (UstG). The invoice must contain the stated order number as a minimum in accordance with the guidelines of the order. Partial invoices must contain the comment "partial service invoice". Final invoices must contain the comment "final invoice". Should a failure to provide the necessary information lead to processing and payment delays, DAS cannot assume responsibility for such.
3. Invoices which are received will be settled within 14 calendar days of receipt by DAS with a 3% discount or within 30 days net. Should a delivery or service take place prior to the agreed delivery date, this shall not affect the associated payment deadline.
4. Partial payments do not represent an acknowledgement of quantity, price and quality. Legal claims of DAS in this respect shall also remain fully protected even after payment has been made.
5. In case of an incomplete or defective delivery, DAS shall be entitled to withhold payment in full or in part until proper fulfilment has taken place.
6. Should advance payments be agreed, this shall not become due until the supplier has provided DAS with a directly enforceable guarantee from a German credit institution affiliated to the deposit protection fund which secures the advance payment.
7. The assignment of existing claims against DAS is excluded, unless DAS has expressly agreed to such. § 354a of the German Commercial Code (HGB) shall remain unaffected.
8. The supplier shall only be entitled to rights of retention and rights of set off against claims of DAS if the claims have been acknowledged by DAS or have been recognised by a court. Offsetting is also permissible if the counterclaim submitted for offsetting is in synallagma (i.e. in the reciprocal relationship of two performances in the contract concluded with DAS) with the DAS claim.
9. DAS is entitled to rescind the contract in case of the presence of the following alternative circumstances and, should a continuing obligation have been concluded with the supplier, to terminate the contract without notice for extraordinary reasons if:
  - a) The supplier, having submitted an offer price which comes with the option of a unilateral price increase on its part, increases the price for the goods sold or service to be provided by it and/or
  - b) The supplier files an insolvency application, suspends its payments or an application for the opening of insolvency proceedings is rejected due to lack of assets, if in the aforementioned cases, the

supplier culpably breaches an obligation under the contract concluded with DAS at the time of rescission or if we can no longer be reasonably expected to abide by the contract.

In the aforementioned cases, the supplier shall not be entitled to any claims against DAS due to the rescission or termination, in particular it shall not be entitled to any damages or reimbursement of expenses.

## § 8

### Sub-engagements

The contractor is generally entitled to issue sub-engagements, provided that no highly personalised service has been agreed with it. DAS reserves the right to object to the issuing of sub-engagements by the supplier for important reasons, should the interests of DAS be severely impaired as a result of the sub-engagement which has been issued. In such a case, the supplier must perform the engagement itself. An important reason shall be present in particular if an objective consideration comes to the conclusion that the subcontractor cannot provide a guarantee that the order will be fulfilled in accordance with the contract or if the subcontractor has breached operational safety regulations of DAS in the past.

## § 9

### Acceptance

1. Should acceptance of the object of delivery or service have been contractually agreed or should this be mandated by law, the supplier shall notify DAS of its acceptance request at least 2 weeks prior to the agreed acceptance date.
2. A written acceptance protocol will be drawn up in relation to the acceptance. Fictitious acceptance is expressly excluded, should DAS not use the work result for its intended commercial purpose on a permanent basis outside of test purposes.
3. Should the acceptance require an inspection of the services by putting the object of service into operation, the acceptance will not take place until after the successful completion of the agreed function tests. Otherwise, the inspection period shall be 4 weeks after notification of completion, unless otherwise agreed.

## § 10

### Warranty for material defects

1. The object of delivery and service must correspond in every respect to the contractually agreed quality, in particular technical specifications, laws relating to products and protection of the environment, applicable safety regulations, ordinances and regulations of authorities and professional associations, as well as the most up-to-date state of science and technology. The object of delivery and service must also demonstrate the highest level of quality and must be suitable for the use required under the contract, however as a minimum for normal use.
2. Should the object of delivery or service not correspond to the warranty which has been assumed by the supplier, the supplier shall incur liability for all resulting losses, including consequential losses.
3. In case of a material defect in relation to the delivery or service, DAS shall be entitled to the statutory defect claims and defect rights in full. In particular, DAS shall be entitled to request that the supplier chooses between correcting the defect or providing a defect-free replacement delivery within a reasonable deadline.
4. Any approval of product samples, drawings or other technical documents which has been declared by DAS shall not affect the rights of DAS in relation to defects.
5. Should DAS be legally obliged to inspect the delivery and raise a defect complaint (§ 377 of the German Commercial

Code - HGB), this obligation shall be limited to recognisable external damage and identity/quantity deviations, as well as other obvious defects. DAS shall notify the supplier of obvious defects within two weeks of the goods-in inspection and other defects within one week of their discovery. No other inspection or complaint obligations exist.

## § 11

### Defects of title, property rights

1. The supplier is hereby providing a guarantee that no third-party rights are being breached in connection with the delivery and services and that no ownership rights, commercial property rights or copyright of third parties (hereinafter referred to as "property rights") can be claimed in relation to the deliveries.
2. Should a claim be brought against DAS due to a breach of a property right, then regardless of other rights of DAS, the supplier shall be obliged to release DAS from the said claims on first request. The release obligation of the supplier includes all expenses which are necessarily incurred by DAS under or in connection with the third-party claim.
3. According to the choice of DAS, the supplier must either obtain a right of use for the services, alter the services in such a way that property rights are not breached or exchange the deliveries.

## § 12

### Limitation period

1. The limitation period for defect claims is 36 months from the start of the statutory limitation period in case of material defects and 60 months from the start of the statutory limitation period in case of defects of title, unless a longer limitation period is provided for by law.
2. In case of supplementary performance by means of a new delivery / new production or improvement, the limitation period shall start to run again at the time of the delivery of the new delivery / new production or completion of the improvement work. Should acceptance of the supplementary performance be required by law or agreed, the limitation period will start to run again at the time of acceptance.
3. Should a defect complaint take place within the limitation period, the limitation period shall be suspended until agreement has been reached concerning correction of the defect and any consequences. However, the suspension shall end 6 months after the final rejection of the defect complaint by the supplier. The limitation period in relation to defect claims shall commence at the earliest 3 months after the end of the suspension, however under no circumstances prior to the expiry of the limitation period in accordance with § 12.1.

## § 13

### Release, insurance

1. Regardless of other claims, the supplier shall release DAS from all third-party damages claims due to defective deliveries and services, in particular those relating to product and producer liability or due to a breach of property rights in connection with deliveries of the supplier, should the supplier be responsible for the defect or the breach of property rights. To this extent, the supplier shall also be obliged to reimburse DAS the costs of any product recall, the costs of legal defence and administrative and other costs connected to the handling of the claim. Where possible and reasonable, DAS will inform the supplier of the content and scope of recall measures.
2. Regardless of other claims of DAS, the supplier shall be obliged to maintain extended product liability insurance with a reasonable sum insured, however as

- a minimum to the amount of 2,500,000.00 EUR per loss event.
3. The supplier shall be obliged to keep the insurance in place for the full duration of the contractual relationship. DAS is entitled to request relevant proof of the insurance which has been taken out. Should the supplier fail to comply with the request within 7 calendar days, DAS shall be entitled to rescind contracts which have not yet been fulfilled in full or in part.
  4. Otherwise, the supplier shall incur liability in accordance with the statutory provisions.

#### **§14 Rights of use Inventions**

1. Should the service provision of the supplier lead to construction or development results, DAS and all companies of the DAS Corporate Group listed at [www.das-ee.com](http://www.das-ee.com) shall be entitled to the intellectual property in relation to and the exclusive use of such construction or development results without restriction in case of a construction and development engagement. The constructions and developments (in particular the relevant documents and drawings) may not be made accessible to third parties in full or in part and may not be used by the supplier for its own purposes without the express written agreement of DAS. The assignment of the exclusive right of use shall be deemed to be fully and finally settled by means of the agreed price.
2. Should the deliveries or services be copyright protected by the supplier or should this concern standard software of the supplier, the supplier shall grant DAS a non-exclusive assignable right of use which shall be valid worldwide and shall be unlimited in terms of time relating to all types of use, in particular relating to duplication and distribution, as well as the right of exhibition, alteration and processing. The supplier hereby guarantees that it holds the relevant rights of use and sale and will release DAS from any third-party claims which are brought in connection with a breach of such rights.
3. Should the deliveries and services to be provided for DAS by the supplier give rise to copyright-related rights of use, commercial property rights and legal positions equivalent to property rights, as well as other written, machine-readable and other work results, DAS shall be exclusively entitled to these without restriction as part of the service and these shall be deemed to be fully and finally settled by means of the agreed price. The supplier shall be obliged to immediately inform DAS in case of the presence of such an invention and shall agree the subsequent course of action together with DAS. Furthermore, the supplier shall be obliged to claim inventions of its employees and any sub-suppliers at its own expense by means of release in such a way that it can assign the rights in relation to the said inventions to DAS.
4. Within the framework of a contract to be agreed separately, DAS and the supplier shall reach agreement concerning the registration and/or maintenance of property rights, including the costs of these.

#### **§ 15 Replacement parts and readiness for delivery**

1. The supplier is hereby providing an undertaking that the delivery of replacement parts will be guaranteed by it for a period of time which corresponds to normal technical use, however for a minimum of ten years following the acceptance of the final delivery of the object of delivery, unless a different replacement parts availability has been agreed in writing. During this period of time, the supplier shall be obliged to deliver the said parts under conditions which are customary on the market.
2. Should the supplier intend to suspend the delivery of replacement parts following the expiry of the period of time referred to above, it must inform DAS in compliance with a

period of advance notice of at least 12 months. The same applies to suspension prior to the expiry of the period of time referred to above.

#### **§ 16 Provided materials**

1. The documents and operating / auxiliary materials provided by DAS (hereinafter referred to as "provided materials") shall remain the property of DAS and shall be labelled accordingly. The supplier must inform DAS in a timely manner of the documents and materials to be provided by DAS and must place a request, unless the provision by DAS has already taken place. The request must comply with the written form requirement.
2. The supplier shall be obliged to insure the provided materials received by it and in its possession against fire and water damage and theft to the replacement value at its own expense.
3. The provided materials may not be duplicated or made accessible to third-parties without the express written agreement of DAS and may only be used in order to fulfil the order of DAS and not for other purposes. Following a request by DAS at any time, however at the latest at the time of full provision of the service, the provided materials must be returned in flawless condition or, in case these are integrated in data, must be fully deleted following a request by DAS at any time and the deletion must be immediately confirmed in writing.
4. Should the provided materials be processed, the parties are in agreement that DAS will become the co-owner of the products manufactured by processing and using the provided materials to the relationship of the value of the provided materials to the value of the full products and that these will be stored by the supplier for DAS to this extent. DAS reserves the co-ownership in relation to the products manufactured using the provided materials until complete fulfilment of the claims accrued by DAS as a result of the provided materials.
5. The supplier shall be obliged to carry out any necessary maintenance and inspection work, as well as all upkeep and repair work in relation to the provided materials in a timely manner at its own expense and shall provide proof that such work has taken place. The supplier must immediately notify DAS in text form of any defects in relation to the provided materials. Should the supplier fail to do so in a timely manner, DAS shall be entitled to bring damages claims in case of a loss event.
6. Regardless of form, all provided materials shall be subject to the non-disclosure obligation set out in § 18.

#### **§ 17 Software**

1. Should it be agreed between the supplier and DAS that the object of delivery will be provided in the form of software, DAS shall receive the right to use the software across the DAS Corporate Group without any separate remuneration being payable.
2. The remuneration for software will not become due until a formal acceptance procedure has been carried out with a written declaration of acceptance. A fictitious acceptance by means of transfer to real operation is hereby being expressly excluded.
3. In case of the delivery of software, supplementary performance by means of new program versions is only permitted with the written consent of DAS. Should DAS issue its consent, the supplier shall be obliged to instruct the DAS employees in the new program versions at its own expense.
4. Unless otherwise agreed, DAS shall receive rights of use which are unrestricted in terms of time and location in relation to software which is part of the scope of delivery.

## § 18 Confidentiality

1. The supplier shall be obliged to only use commercial or technical information made available by DAS (including characteristics contained in any handed over objects, documents or software or which represent business secrets and know-how - hereinafter "information") for the purposes of the contract and must keep this confidential in relation to third-parties. The supplier may only make the information available to those employees who must necessarily be involved in its use for the purpose of the delivery or service. The information shall remain the exclusive property of DAS. Without prior written agreement, such information may not be duplicated or used commercially, except for deliveries to DAS itself.
2. The following information is excluded from the obligation set out in § 18.1: (a) information which can be proven to have already been known to the supplier at the time of disclosure or which subsequently becomes known from a third-party without a confidentiality agreement, legal regulations or orders of the authorities being breached, (b) information which is already generally known at the time of disclosure or subsequently becomes known, providing that this is not due to a breach of this contract, (c) information which has been developed by the supplier independently without accessing the information of DAS or (d) information which must be disclosed due to legal obligations or following an order of a court or authority.
3. Following a request by DAS, all information, data and objects which have been handed over by DAS and borrowed by the supplier must be returned immediately in full, deleted or destroyed (the destruction must be confirmed in writing), unless the supplier is obliged to retain the said information, data and objects due to an order of a sovereign body, by law or due to the rules and regulations of a stock exchange.
4. The information and/or data handed over to the supplier does not include any licenses or warranties.
5. Products which are created by using documents drafted by DAS or by using the information received may not be used by the supplier itself or offered or delivered to third-parties.
6. The confidentiality obligation referred to above shall continue to apply for a period of 5 years following termination of the contractual relationship.
7. A non-disclosure agreement which is agreed separately between DAS and the supplier shall apply as a priority.

## § 19 Safety provisions

1. The supplier must comply with the safety regulations which apply in the Federal Republic of Germany, the European Union and the country of use notified to it prior to the conclusion of the contract, as well as the current state of technology and/or the agreed technical data or threshold values going beyond this.
2. The supplier shall be obliged to only use materials which correspond to the respectively applicable statutory safety requirements and regulations. The same applies in relation to protective regulations concerning the environment and regulations relating to electricity and electromagnetic fields. The obligation above includes all regulations which apply to the Federal Republic of Germany, the European Union and the country of use notified to the supplier prior to the conclusion of the contract and, if deviating from these, also regulations of the customer countries notified to the supplier either prior to the order or at the time of its placing.
3. Should the delivery objects of the supplier fail to meet the requirements set out in Numbers 1 and 2, DAS shall be entitled to rescind the contract. Any additional damages claims shall remain unaffected.
4. The supplier hereby declares that it is prepared to grant access to its production facilities following a request by the authorities and professional co-operatives who are

responsible for production safety and will provide DAS with all reasonable support in this respect.

## § 20 Quality assurance

1. The contractor shall independently check drawings, calculations, specifications and other instructions of DAS for any errors or contradictions within the framework of its special expertise and specialist knowledge. Any concerns, also concerning suitability for use required in accordance with the contract or intended by DAS shall be notified to DAS by the supplier immediately, so that follow up joint clarification can take place.
2. In the case of safety-relevant and quality-critical parts of the object of delivery which are marked separately in the technical documents, the supplier shall provide records and documents which provide information as to how, when and by whom the objects of delivery were tested and what the results of required quality tests were. The inspection documents must be retained for 10 years and provided to DAS on request. Where legally permitted, the supplier shall place obligations on any sub-suppliers to the same extent.
3. The supplier must maintain a quality management system which complies with the new standards. The supplier shall carry out the quality assurance measures, including the necessary documentation under its own responsibility. The supplier shall provide this documentation to DAS following a request.
4. Prior to delivery, the supplier shall carry out a careful goods-out inspection. Deliveries which have failed this inspection may not be delivered. Following a request by DAS, the supplier must send a goods-out inspection protocol with the delivery.
5. Regardless of the above, the supplier must constantly inspect the quality of the object of delivery. The supplier shall notify DAS of possible improvements within the deadline requested by DAS.
6. If minimum and/or maximum parameter values are specified in an order, the named maximum values may not be exceeded in any area of the object of delivery or product, and the specified minimum values may not be fallen short of in any case.
7. The agreed scope of delivery includes the product-specific or technical documentation, the conformity certificates and other documents, certificates and operating instructions which are necessary for the object of delivery or its use in the German or English language (depending on the choice of DAS), as well as the legally required labelling of the parts, the product and/or its packaging without any separate charges being incurred. The same applies to the submission of quality certificates.
8. The supplier must ensure that exact batch traceability is guaranteed in relation to the objects of delivery.

## § 21 Auditing

1. DAS shall be entitled to carry out an audit of the supplier itself or to have an audit carried out by an expert and/or adviser of its choice. This includes an inspection of the company and quality management system and, if implemented, the environment management system of the supplier and a subsequent evaluation. The knowledge gained during this process will form the basis of the issuing of the issuing of further engagements and will influence the internal classification of the company of the supplier (*rating*).
2. DAS is entitled to carry out announced audits of the ongoing business operations of the supplier and to monitor the quality assurance measures during normal business hours. Should quality problems be present, DAS can carry out an unannounced audit in order to monitor the quality assurance measures.

3. DAS shall have the right to view relevant documents of the supplier, should it be possible to prove a legitimate interest. A legitimate interest shall be present in particular if necessary knowledge can be obtained by viewing the relevant documents which leads to the assessment and handling of complaints.

#### **§ 22**

##### **Operational safety / accident prevention**

1. The supplier must notify DAS in a timely manner if it intends to enter the DAS factory and company premises. The instructions of the specialist DAS personnel must be complied with.
2. The supplier has been informed that all external persons who enter the company or company premises of DAS are subject to the applicable rules of behaviour, including the house rules. DAS reserves the right to expel visitors from the company premises in case of breaches of these regulations.
3. When entering and staying on DAS premises, the supplier must take all measures to prevent workplace accidents which correspond to the provisions of the applicable accident prevention regulations, as well as the other generally recognised safety and occupational health rules. The working guidelines of the professional co-operative responsible for DAS must be complied with.

#### **§ 23**

##### **Force majeure**

1. Force majeure, operational disruptions for which it is not responsible, disturbances, official measures and other unavoidable events shall release DAS from its obligation to accept or take possession on time for the duration of the event concerned. During the events referred to above and within two weeks of their end, then regardless of other rights, DAS shall be entitled to rescind the contract in full or in part, should the said events be of a significant duration and should the requirements on the part of DAS be significantly reduced due to the necessary procurement which takes place elsewhere as a result.
2. The provisions in § 23.1 shall also apply in case of labour disputes.

#### **§ 24**

##### **Closing provisions**

1. The naming of and reference to the business relationship which exists between DAS and the supplier, as well as the use of the logo and word mark of DAS as a reference customer requires the prior written approval of DAS in the individual case.
2. The law of the Federal Republic of Germany shall apply exclusively to the legal relationship between DAS and the supplier to the exclusion of the applicability of the United Nations Convention governing the International Sale of Goods (CISG) in its respectively valid version.
3. Unless otherwise agreed, the place of performance shall be the respective location to which the object of delivery is to be delivered and/or the respective location where the service is to be provided in accordance with the engagement.
4. The place of jurisdiction for all disputes which arise directly or indirectly in connection with contractual relationships concluded on the basis of these terms and conditions of purchase shall be Dresden, Germany. DAS shall be entitled to choose between bringing a lawsuit before the court of its place of business or branch or before the court of the place of performance.

#### **§ 25**

##### **Applicable version**

Should these general terms and conditions also be provided to the supplier in a different language, the German version shall take priority.

#### **§ 26**

##### **Severability clause**

1. Should one of the provisions of this contract be or become ineffective / invalid or should it be or become unenforceable for reasons connected to the law relating to general terms and conditions of business as set out in §§ 305 to 310 of the German Civil Code (BGB), the statutory regulations shall apply.
2. Should a current or future provision of the contract be or become unenforceable for reasons other than the provisions concerning the law relating to general terms and conditions of business as set out in §§ 305 to 310 of the German Civil Code (BGB), the validity of the remaining clauses of this contract shall not be affected thereby, unless the performance of the contract would represent an unreasonable hardship for one of the parties, also taking the following clauses into account. The same shall apply, should a loophole arise in the contract after its conclusion which needs to be filled.
3. Contrary to the principle of the case law of the German Federal Court of Justice (Bundesgerichtshof), according to which a severability preservation clause is, in principle, merely intended to reverse the burden of proof, the validity of the remaining contractual provisions is to be upheld under all circumstances and therefore §139 of the German Civil Code (BGB) is to be waived altogether.
4. The parties shall replace the ineffective/ invalid / unenforceable provision or complete the loophole which requires filling for reasons other than the provisions concerning the law relating to general terms and conditions of business in accordance with §§ 305 to 310 of the German Civil Code (BGB) with a valid clause which corresponds in terms of legal and economic content to the ineffective / invalid / unenforceable provision and the overall purpose of the contract. § 139 of the German Civil Code (BGB) - partial invalidity is hereby being expressly excluded. Should the invalidity of a provision be based on a measure of performance or time (deadline or date) specified therein, the provision shall be reconciled with a legally permitted measure that comes closest to the original measure.