

ANDREAS STIHL AG & Co. KG  
Postfach 1771 71307 Waiblingen  
Phone (07151) 26-0  
hereinafter referred to as "STIHL"

**General Terms of Purchase of ANDREAS STIHL AG & Co. KG  
for the Provision of Maintenance Services**

By way of supplementation to the General Terms of Purchase for Capital Goods and Services, the following terms shall apply for servicing of hardware for ANDREAS STIHL AG & Co. KG. In the event of contradictions between these terms and the General Terms of Purchase for Capital Goods and Services, these terms shall have priority.

- 1** The supplier shall use only trained and sufficiently qualified personnel to provide the maintenance services. The supplier shall ensure that the personnel used by the supplier are sufficiently knowledgeable about the hardware to be serviced.
- 2** STIHL can require replacement of personnel used if STIHL, according to STIHL's reasonable discretion, is of the opinion that said personnel are not sufficiently knowledgeable.
- 3** The supplier shall designate a contact person before work begins. This contact person shall obtain the information necessary in order to carry out the work and, if necessary in order for the work to progress, bring about necessary decisions at the supplier's.
- 4** The supplier shall perform the services according to contract completely and by the agreed dates. If it turns out after awarding of the contract that STIHL has an interest in completion before the contracted point in time, the supplier shall take all reasonable actions through use of additional personnel or comparable measures to realize the desired early completion.
- 5** The supplier shall provide the maintenance services according to the principles of proper professionalism and in compliance with the acknowledged rules of engineering, using the most current knowledge and experiences.
- 6** If the use of supplier's intellectual property in whatever form, especially patents, utility models and registered designs, know-how or software, is necessary for the use of services presumed according to the contract, upon conclusion of the contract, STIHL shall be granted a non-exclusive license to use said property, unlimited in terms of territory and time, with the possibility of granting of sublicenses.
- 7** If the supplier delivers software in fulfillment of supplier's obligations to provide maintenance service, then the supplier shall provide to STIHL all information, including any passwords, required in order for STIHL to make reasonable use of this software or to carry out settings in it.
- 8** Saving an express agreement to the contrary between the parties in an individual case, the supplier shall provide, on its own and its own expense, all tools, raw materials and supplies necessary for providing the maintenance services.
- 9** The supplier shall present written activity confirmations to STIHL's technical contact for countersignature promptly, at the latest within one week after provision of supplier's services. STIHL is entitled to refuse payment of invoices in so far as the services invoiced there are not documented by such activity confirmations.
- 10** Each party shall bear the travel expenses of its own employees itself.
- 11** The supplier itself shall ensure compliance with the respectively valid statutory provisions and official regulations, especially the respectively applicable safety and accident prevention regulations. Furthermore, the supplier shall obtain all permits necessary for the services on the supplier's own responsibility and at the supplier's own expense.
- 12** The supplier represents and assures that the supplier will properly fulfill supplier's legal obligations to pay taxes and contributions to all social insurances and comparable institutions. The supplier undertakes in particular to comply with all legal and official regulations for assignment of employees, in particular reporting of the staff used to the respectively responsible Accident Prevention and Insurance Association as well as the provisions of the Employee Assignment Law.
- 13** The supplier is responsible for ensuring that supplier's employees receive a safety briefing with written confirmation by the person briefed before appearing for work for the first time on STIHL's factory premises and, if deployed periodically, once a year. The content is to be documented and shall be supplemented by the briefing contents that are specific to STIHL.
- 14** Sub-contractors may only be used subject to the prior consent being granted by STIHL. The Supplier shall oblige any sub-contractors he may use to undertake to comply with all the obligations in this agreement. In addition to this, the Supplier shall be responsible for ensuring that the sub-contractors have been instructed in safety-related matters in accordance with No 13 of these terms and conditions. The Supplier shall also continue to be responsible for the performance being rendered even if sub-contractors are appointed.
- 15** STIHL visitor IDs are to be worn in plain view during performance of the services on STIHL premises. They must not be transferred to third parties. The company IDs are to be kept in safekeeping. Any loss must be reported immediately.
- 16** The supplier shall maintain adequate business liability insurance coverage and provide proof of this to STIHL on demand.