

**ANDREAS STIHL AG & Co. KG – Purchasing Conditions
for the manufacture, delivery, installation and assembly of production equipment
and the provision of services**

A. General

1 Scope, supplementary contract documents

- 1.1 Orders and the provision of deliveries and services of the supplier to ANDREAS STIHL AG & Co. KG or its associated companies as defined in Section 15 of the German Companies Act ("Aktiengesetz", hereinafter "AktG") shall be exclusively governed by the Purchasing Conditions below.
- 1.2 These Purchasing Conditions shall apply even in cases where the supplier, in particular on accepting the order or in the order confirmation, makes express reference to the supplier's own business conditions, unless the said conditions are expressly accepted by STIHL.
- 1.3 The supplier's General Business Conditions shall only apply if STIHL has agreed to them in writing. Consent by fax or e-mail is considered equivalent to consent "in writing".

2 Conclusion of contract

- 2.1 STIHL Inquiries and Invitations to Tender are non-binding requests for the supplier to submit an offer.
- 2.2 Offers must be submitted free of charge to STIHL. Unless otherwise specified by the supplier on presentation, the supplier's offers shall be binding for 90 days as from submission. The offer must expressly draw attention to any deviations from the STIHL inquiries. Where applicable, corresponding drawings must also be provided.
- 2.3 An order from STIHL is only binding when it is drawn up in writing by STIHL or, in the case of a verbal, telephoned or telegraphic order, when it has been duly confirmed in writing by an employee of the Purchasing Department. The term "in writing" in the context of the above clause includes an order generated with the aid of an automatic system that does not include a signature and individual name. STIHL shall not be bound by obvious mistakes, typing errors and incorrect calculations in the order.
- 2.4 If required by STIHL, the supplier must immediately, and at the latest within 1 week of receipt of the order, issue in electronic form as a "PDF" file the "acknowledgment of acceptance" attached to the order in duplicate, expressly mentioning the price and delivery date. Any deviations between the content of the order and subsequent contract modifications shall only be considered as agreed if STIHL has expressly confirmed them in writing. Consent by fax or e-mail is considered equivalent to consent "in writing". If the supplier does not observe any discrepancies, an order confirmation is only required if explicitly requested in the order by STIHL. STIHL orders are considered to be tacitly accepted if the supplier does not contest them within a reasonable time.
- 2.5 Stihl has the right to demand deviations from the agreed scope of performance even after the contract has been concluded. In this case, the effects, in particular changed delivery dates and price changes, must be settled by agreement.

3 Prices, terms of payment, extra charging, withholding tax

- 3.1 The agreed prices are fixed prices excluding the legally prescribed value added tax (VAT). Subject to agreements otherwise, the prices are understood DDP (delivery duty paid) to the head office of the ordering company (ICC Incoterms, version dated 2000). All other duties and charges in connection with performance of the order shall be borne by the supplier.
- 3.2 Payment shall be settled after full receipt of the goods or completion of the service and acceptance, and after receipt of the invoice, and with 3% discount in the case of payment after 14 days, 2% discount for payment after 30 days or net in the case of payment after 60 days. The sending of the required sum of money is sufficient proof of compliance with the agreed lead times. The parties may agree other provisions in individual cases.
- 3.3 The products shall be transferred to the full unencumbered ownership of STIHL at the latest with payment. Payments shall be made only to the supplier. Transfer of the supplier's claims to third parties shall be disallowed without express written consent, which may not be refused without good reason.
- 3.4 The supplier is only entitled to charge extra or to have recourse to withholding rights if the relevant counter-claims have been legally established or are undisputed.
- 3.5 Payments by STIHL do not constitute recognition of due contractual performance by the supplier.
- 3.6 In the event of defective delivery or service and if the supplier fails to provide certificates of equipment inspection and/or origin, STIHL shall be entitled to withhold payments.
- 3.7 Extra services of the supplier deviating from the order shall not constitute grounds for additional claims to payment, including from management without mandate or unjustified enrichment.
- 3.8 Payments in advance shall only be granted against appropriate surety.

- 3.9 All withholding taxes of whatever nature on payments under this Agreement shall be borne by the supplier. If and to the extent STIHL is obliged to withhold any withholding tax on payments under this Agreement according to the applicable tax laws, STIHL shall deduct the amount to be withheld from the payments, unless and to the extent the supplier provides STIHL, prior to the payment, with a properly executed tax exemption certificate, which allows STIHL to refrain from the withholding tax deduction or to deduct the withholding tax at a reduced tax rate. If and to the extent STIHL is obliged to deduct withholding tax, STIHL shall, according to its obligation under the applicable tax laws, confirm the supplier such withholding tax deduction. The supplier shall indemnify and hold harmless STIHL from and against all taxes and other claims of any tax authority in connection with the imposition of withholding tax on payments under this Agreement.

4 Exemption from third party rights

The supplier guarantees that no third party rights are breached in conjunction with the delivery. In particular, the supplier guarantees that the use of the articles delivered by the supplier does not contravene the rights of third parties. If a third party lodges any claim against STIHL for a breach of that party's rights, the supplier is obliged to maintain STIHL exempt from these claims. This exemption obligation relates to all costs necessarily incurred by STIHL in connection with a third party claim. At the choice of STIHL, a legal right of use can be established either by obtaining a license at the cost of the supplier or by means of a workaround that does not breach third party rights. If at the free discretion of STIHL it is decided that no use of the products or services without breaching third party rights can be established at reasonable cost, STIHL shall be entitled to withdraw from the contract without prejudice to any further rights.

5 Provision of services in STIHL premises

The supplier remains responsible for the training and supervision of all persons employed by the supplier in the execution of the contract. When the supplier or persons employed by the supplier in the execution of the contract are active inside STIHL premises, they are subject to the STIHL in-house regulations and safety instructions, in particular the "Plant regulations for external companies". These regulations are available at the gates to STIHL premises or from the STIHL website and must be signed by the supplier every year and spontaneously handed in at the gate of STIHL premises. The persons concerned shall be instructed in these regulations by STIHL personnel before they start their work. In the event of breaches of these regulations, STIHL shall be entitled to ban the relevant employees from its premises and to require the supplier to use other qualified employees. The supplier shall be liable for any damage that the supplier or supplier's employees and assistants culpably cause at STIHL premises.

6 Liability, insurance

- 6.1 In cases of minor negligence, any claims of the supplier for compensation on whatsoever legal grounds shall be disallowed. This rejection of liability does not apply to claims for damages based on a breach of essential contractual obligations by STIHL. Furthermore, it does not apply to cases of injury to life and limb.
- 6.2 In cases of minor negligent breaches of essential contractual obligations by STIHL and in the event of gross negligence by individual employees, the liability for damages is limited to the compensation of the typical damage foreseeable on conclusion of the contract.
- 6.3 To the extent that the liability of STIHL is excluded or limited, this exclusion or limitation also applies to the personal liability of the managers, employees, representatives and other persons employed by STIHL in the execution of the contract.
- 6.4 The supplier must take out a liability insurance policy appropriate to the services to be performed and must provide proof of this insurance to STIHL on request.

7 Trademark rights

The relation between STIHL and the supplier does not grant any rights to the supplier over the brand names and trademarks under which STIHL sells the products manufactured by the supplier. If the supplier acquires rights to the marks, the supplier is obliged to transfer all such rights immediately to STIHL. The supplier undertakes not to register as the supplier's own any of the brands or marks under which STIHL sells the products manufactured or supplied by the supplier, nor to enjoin a third party to register the said brands and marks. The use of the STIHL order/business relations for advertising purposes is only permitted with prior written consent.

8 Software, IPR

- 8.1 If the foreseeable use of the supplied product(s) after the contract requires the use of the supplier's intellectual property of whatsoever nature, in particular patents, utility patents, industrial designs, know-how or software, then STIHL shall be granted, on conclusion of the contract, a non-exclusive, geographically and temporally unlimited right to use this property, with the possibility of granting sub-licenses.
- 8.2 The supplier shall if necessary provide the information required for the maintenance of the software supplied by the supplier, including passwords. At the request of STIHL, the source code of the software developed or otherwise supplied by the supplier shall be stored with a notary designated by STIHL in accordance with a trustee agreement drawn up at the free discretion of STIHL.

9 Transfer of orders to third parties

The supplier may only place subcontracts with the prior written consent of STIHL. Any extra costs thereby incurred shall in all cases be borne by the supplier. The parties may agree other provisions in individual cases. The provision of services by subcontractors is permitted in all cases where the agreement between the parties concerns a service for the product that the supplier offers in the same form to many customers.

10 Confidentiality, data protection

- 10.1 The parties undertake to treat all unpublished commercial, technical and other information that may become known to them concerning the other party and the other party's associated companies or business partners as industrial secrets.
- 10.2 Drawings, models, templates, samples and similar articles may not be handed over or otherwise made accessible to unauthorized third parties. The copying of such articles is only permitted within the framework of operational requirements and copyright provisions.
- 10.3 Subcontractors must be bound by similar undertakings.
- 10.4 The divulging of information by either party in advertising or in other forms of communication to the public or to the authorities concerning the business relation or concerning the other party shall only be permitted with the said other party's prior written consent, unless this information is required by binding legal provisions.
- 10.5 As part of the business relation with the supplier, the handling of personal data is required. The supplier hereby consents to this handling and agrees that STIHL may pass this data on within its group for the purpose of developing and maintaining the business relations.
- 10.6 The supplier must comply with the legal provisions on data protection. Personal data may only be processed to the required extent for the performance of the relevant individual order. The forwarding of personal data by the supplier to third parties (e.g. to subcontractors) is prohibited without the prior written consent of STIHL. Before the supplier shall be permitted to process a large amount of personal data, the supplier must conclude a detailed data protection agreement with STIHL.

11 Items provided by STIHL

- 11.1 If STIHL provides components to the supplier, STIHL reserves ownership of the said products. Processing or conversion of these parts by the supplier is conducted on behalf of STIHL. If the STIHL-reserved product is processed together with articles not owned by STIHL, co-ownership of the new product shall be acquired by STIHL in proportion to the value of the STIHL products (purchase price plus VAT) compared to the other processed products at the time of processing.
- 11.2 If the product provided by STIHL is inseparably mixed together with articles not owned by STIHL, co-ownership of the new product shall be acquired by STIHL in proportion to the value of the STIHL reserved products (purchase price plus VAT) compared to the other mixed products at the time of mixing. If mixing uses a method by which the article of the supplier is considered as the main product, it is hereby agreed that the supplier shall transfer co-ownership to STIHL in due proportion; the supplier shall preserve the sole ownership or co-ownership on behalf of STIHL.
- 11.3 STIHL reserves ownership of samples, models, drawings, printed specifications, technical instructions and production equipment such as tools (hereinafter referred to as samples and production equipment). The supplier undertakes to use the samples and production equipment exclusively for the manufacture of the products ordered by STIHL and is prohibited from passing them on to third parties. The supplier further undertakes to insure the tools, models etc. belonging to STIHL against damage by fire, water and natural elements and against theft, at the supplier's own cost and at their replacement value by equivalent new products. At the same time, the supplier cedes as of now all rights to claim compensation from this insurance; STIHL hereby accepts the transfer of these rights.
- 11.4 If STIHL pays for tools, models etc., these items immediately become the property of STIHL and shall be preserved free of charge by the supplier on behalf of STIHL. These payments shall not fall due until STIHL has performed a sample test and has issued written approval.
- 11.5 The supplier is required to carry out any necessary servicing and inspection of STIHL tools and all maintenance and repairs in good time and at the supplier's own costs. The supplier must immediately notify any faults or damage to STIHL. Culpable failure to do so shall not have any effect on damage compensation claims.
- 11.6 The supplier undertakes to treat all received samples and production equipment and all documents and information received from STIHL as strictly confidential. Third parties may only be informed with the express consent of STIHL. This confidentiality obligation shall remain in force even after termination of the contract. It shall only expire when and to the extent that the manufacturing knowledge obtained from the provided illustrations, drawings, calculations and other documents becomes generally known.
- 11.7 All documents on the construction or manufacture of STIHL products that STIHL has made available to the supplier during purchase negotiations but that have not led to a purchase order must be returned to STIHL on termination of the purchase negotiations.

12 Force majeure, blacklists, minimum wages

- 12.1 If STIHL is prevented from performing its contractual obligations, in particular from accepting the goods, due to force majeure, STIHL shall be exempted from its duties for the duration of the impediment with the addition of a reasonable start-up time, without the supplier having any right to withdraw from the contract or to claim compensation.
- 12.2 Unforeseeable circumstances not imputable to any fault by STIHL, making the performance of its obligations unacceptably difficult or provisionally impossible shall be considered equivalent to cases of "force majeure". Examples of such circumstances include industrial conflict, government action, energy shortage and major operating disturbances such as the destruction of an entire plant or of important departments.
- 12.3 If STIHL, at its own discretion, determines that STIHL for legal reasons (e.g. listing of the SUPPLIER on a legal blacklist) may be prevented from completing this contract, the obligations of STIHL deriving from this agreement shall remain on hold for a trial period. STIHL shall inform the SUPPLIER of this trial period and of its termination without delay.
- 12.4 If these obstructions last for longer than four months, both parties have the right to withdraw from the contract.

- 12.5 In the case of plant services and/or provision of services, the SUPPLIER guarantees that it and its own suppliers or subcontractors pay the statutory minimum wage in effect on time and in full. Should claims be asserted against STIHL by employees of the SUPPLIER or its own suppliers or subcontractors under the German Minimum Wage Act (Mindestlohngesetz), the SUPPLIER shall compensate STIHL for any and all losses as a result. The statutory rights of STIHL vis-à-vis the SUPPLIER remain unaffected thereby. STIHL shall be entitled to demand evidence from the SUPPLIER of payment of the minimum wage by the SUPPLIER and its own suppliers and subcontractors in the form of meaningful documents or certificates. The SUPPLIER shall agree this right of STIHL to demand such evidence in favor of STIHL with its own suppliers or subcontractors. Should the SUPPLIER or its own suppliers or subcontractors fail to furnish this evidence within 2 weeks of being called upon to do so, or if STIHL has reasons to suspect that the SUPPLIER or its own suppliers or subcontractors are not paying the minimum wage, STIHL may terminate the contractual relationship with immediate effect for cause.

13 Withdrawal, cancellation

- 13.1 Without prejudice to other cancellation rights, STIHL is entitled to cancel the contractual relationship with the supplier and to withdraw from ongoing orders if an application for the opening of bankruptcy proceedings concerning the assets of the supplier is registered or if the supplier has suspended payments not only briefly. Other legal rights of withdrawal from the contract are not affected by the above provisions.
- 13.2 The right of STIHL to claim for compensation for damages is also unaffected.

14 Written form, place of performance, applicable law, place of jurisdiction

- 14.1 Changes and/or additions to these conditions must be in writing. This provision also applies to any decision to cancel this obligation for all contract stipulations to be in writing. If individual parts of these conditions are or become invalid, the validity of the remaining provisions shall be unaffected. The invalid provisions shall be replaced by provisions that are judged to come as close as possible to the original economic intent.
- 14.2 The place of performance for delivery and services is the head office of the STIHL ordering plant. The place of performance for payments is Waiblingen.
- 14.3 If the supplier is an individual businessman, the exclusive place of legal jurisdiction shall be Waiblingen. STIHL also reserves the right to lodge complaints before courts having jurisdiction over the head office of the supplier.
- 14.4 All relations between the supplier and STIHL shall be exclusively governed by German law. Application of the provisions of the UN Agreement on International Commerce is excluded.

B. General Conditions for the Manufacture and Delivery of Production Equipment

1 Delivery, packing, shipment

- 1.1 Unless otherwise agreed in individual cases, delivery shall be made at the cost of the supplier and free of charge to STIHL up to the reception point designated by STIHL. If STIHL by way of exception is required to pay for carriage, the supplier must select the method of shipment specified by STIHL or otherwise the most advantageously priced shipment method for STIHL.
- 1.2 The packing must be included in the price. If otherwise agreed in writing in exceptional cases, the packing must be calculated as part of the supplier's cost price. In the event of product returns, at least 2/3 of the calculated value must be credited.
- 1.3 If the return of empty containers or packing material is agreed, the costs of this return shall be borne by the supplier.
- 1.4 The SUPPLIER must enclose a delivery note with the delivery. This delivery must contain the standard information and the STIHL order number and the delivered quantity in the quantitative units specified by STIHL in the order. If STIHL has divided one article over several items in the order, this distribution must be repeated in the delivery note.

2 Transfer of risk, delivery dates and deadlines

- 2.1 The risk is transferred to STIHL only at the point of reception on acceptance by STIHL; in the case of installation or assembly of the delivered goods by the supplier, the risk is not transferred until the equipment is commissioned in the STIHL plant.
- 2.2 The agreed delivery deadlines or delivery dates are binding. Delivery deadlines shall be counted from the date of the order. The goods must arrive at the reception point designated by STIHL within the delivery deadline.
- 2.3 If a day, week or quarter is defined as delivery date, the supplier shall, in the event of non-delivery, be considered to be in default on the first day of the next period, without requiring any reminder.
- 2.4 The supplier may not claim the absence or deficiency of documents or actions required from STIHL, unless requests or complaints regarding the said documents or actions were submitted in good time. In this case the delivery time shall be reasonably extended.
- 2.5 If delays are to be expected, the supplier must immediately notify STIHL of this fact. The decision of STIHL regarding the further procedure shall be notified in writing to the supplier within 1 week from receipt of this information.
- 2.6 If the supplier is in default due to delayed delivery, STIHL has the right to demand a contract penalty equivalent to 1/2% of the ordered value per started week, up to a maximum of 5% of the total order value. The supplier reserves the right to demonstrate that no loss or damage was incurred, or that such loss or damage was substantially less than the fixed penalty. STIHL further reserves the right, even in the event of acceptance of the delayed delivery, to apply the contract

penalty up to final payment. The demand for payment of the contract penalty is without prejudice to further claims for compensation. The contract penalty shall be added to any such further compensation for damages. STIHL is not obliged to declare acceptance before expiry of the delivery date.

- 2.7 If STIHL customer companies through no fault of STIHL are impeded in their production, STIHL shall be entitled to postpone delivery dates in reasonable proportion.

3 Liability for material defects

- 3.1 The delivered product must be made in conformity with normal commercial practice in accordance with the written order of STIHL and with the relevant DIN standards and relevant European standards in the versions valid at the time. If the said standards do not correspond to the valid state of the art for the delivered product, the supplier must at least deliver the supplied product in compliance with the state of the art.
- 3.2 The supplier hereby guarantees that the product conforms to the technical safety regulations applicable at the delivery point at the time of delivery. If the delivered product is an item of technical working equipment as defined in the German Device and Product Safety Act (GPSG), the supplier must guarantee that the product complies with the provisions of the GPSG. If there are concrete indications that the delivered product does not comply with the provisions of GPSG, the supplier must on request provide proof of compliance with the GPSG, e.g. by presenting a test certificate showing that the delivered product was submitted to a type approval test by an independent test body.
- 3.3 The supplier guarantees that the delivered product possesses all properties that were attributed to it in an offer or at any time either verbally or in writing and that it conforms to the relevant recognized state of the art and is free of faults that negate or reduce its value or its suitability for the intended use.
- 3.4 STIHL has legal rights under warranty – including rights to compensation for damages – to the following extent:
- 3.4.1 If individual random samples of a consignment are defective, STIHL may submit claims applicable to the entire consignment or may withdraw from the contract.
- 3.4.2 If the supplier fails to comply with the resulting extended obligations within a suitable lead time laid down by STIHL, then STIHL shall be entitled to remedy the defect itself or to order remedy by third parties, at the cost of the supplier, in accordance with Section 437 of the German Civil Code (BGB) or, in the case of plant services, Section 637 BGB. With the consent of the supplier, STIHL may immediately remedy the problem itself or via a third party without prejudice to any further claims. Any costs hereby incurred shall be borne by the supplier. Minor defects (costs up to 10% of the order value) can be remedied immediately by STIHL either directly or via a third party, even without the supplier's consent, at the cost of the supplier. STIHL shall also have an immediate right of self-remedy in order to prevent any risk to operating safety or in the event of a risk of disproportionately high damage to STIHL or third parties. In such cases, the supplier must be informed immediately.
- 3.4.3 In the absence of any other agreement, the guarantee period shall be 24 months as from handover of the delivered product. In the case of plant services, the guarantee period shall begin on the date of acceptance. Longer legal prescription periods remain unaffected. In all cases, the guarantee period shall end at the latest 60 months after delivery of the article to STIHL.
- 3.5 If claims are made against STIHL by its sales partners in application of Sections 478 and 479 BGB, the supplier shall maintain STIHL exempt from such claims to the extent that they are based on a defect in the product delivered by the supplier. Section 479 shall be applied accordingly.
- 3.6 STIHL shall be considered to have complied with its duty under Section 377 of German Commercial Law (HGB) to register complaints in good time if STIHL notifies the supplier of observable faults within 10 days and, in the event of hidden faults, notifies the supplier within 10 days of their discovery. Receipt of the goods and processing and re-ordering of items not yet observed and protested to be defective shall not constitute approval of the delivery or waiver of claims concerning defects.
- 3.7 Suppliers of machines, vehicles and other articles requiring spare parts must supply STIHL with authentic OEM spare parts, OEM accessories and tools even after expiry of the guarantee period for up to 10 years after commissioning.
- 3.8 STIHL shall be entitled to test the supplied article and, where possible, to put it in trial operation in the supplier's plant before dispatch to STIHL.

4 Product liability, exemption

- 4.1 The supplier is obliged to maintain STIHL exempt from product liability claims by third parties, if and to the extent that the supplier is responsible for the product defects and incurred damage under the principles of product liability law. This provision is without prejudice to further legal claims.
- 4.2 Under this obligation the supplier is further required to reimburse STIHL for any expenses deriving from or related to any product recall action implemented by STIHL. STIHL – insofar as possible and reasonable – shall inform the supplier of the content and scope of future product recalls and shall give the supplier the opportunity to respond.
- 4.3 The supplier must take out and maintain a product liability insurance policy of appropriate scope. The supplier must provide proof of this insurance on request. The supplier shall transfer all claims on insurers to STIHL if the said claims concern deliveries to STIHL. STIHL hereby accepts this transfer.

C. Conditions for the Provision of Assembly, Construction and Other Plant Services

If the agreement between the parties concerns the provision of plant services or construction services, the following rules shall apply:

1 Basis of the contract

- 1.1 The supplier and STIHL work together in a project described in greater detail in the relevant project description. The details of the projects (e.g. aims, project scope and time schedule) are defined in the relevant project description, which shall be an integral part of the order for the relevant project. The contract includes the following parts, in the following order of importance:
- Order document / order
 - Execution drawings
 - Order performance description / Technical specification
 - Technical part of the contractor's offer
 - Supplementary contracts from STIHL
 - The present General Contract Conditions
- 1.2 STIHL shall support the work of the supplier and in particular shall provide the production equipment, operating data, information and documents laid down in the relevant project description, in order to enable the supplier to perform the required services in accordance with the relevant project description.
- 1.3 In the event of any doubt regarding the plausibility / correctness of data supplied by STIHL, the supplier must immediately consult with STIHL. The supplier shall be responsible for checking the correctness and completion of the description of the (sub-)project to be performed by the supplier.
- 1.4 Changes or extensions to the project scope must be laid down in writing as addendum to the relevant project description. STIHL is entitled unilaterally to demand the removal of sub-projects or sub-services from the relevant contract scope if these sub-services are no longer of benefit to STIHL after termination of the contract.

2 Appointment of responsibilities

2.1 Supplier:

Before starting the work, the supplier shall appoint a project manager for the project: this project manager shall be available as permanent contact person for STIHL and shall obtain all necessary information for the supplier to continue the work and shall take all necessary decisions for the progress of the work - in writing in important cases. The supplier shall also appoint one or more deputy project manager(s). Any replacement of employees employed in the project by the supplier must be approved in advance by STIHL in writing. STIHL is not entitled to refuse such consent without serious grounds.

2.2 STIHL:

STIHL shall also appoint a person responsible for the project. This person shall be responsible for technical contact with the supplier. The assessment of the services, the acceptance of the contractual performance and the conduct of all negotiations relating to the contract shall only be carried out by the competent buyer. All contractually relevant agreements or promises made by the said buyer must be in writing.

3 Travel costs

- 3.1 Unless otherwise agreed in individual cases, each party shall bear the travel costs of its own employees.

4 Information

- 4.1 The supplier undertakes to provide STIHL with regular information on the progress of the project. Related details are settled in the relevant project description. As soon as the supplier detects that adherence to the agreed time schedule is in doubt - even if only for one intermediate deadline - the supplier must so inform STIHL immediately in writing. The supplier shall allow STIHL to view already completed samples, documents and recordings.

5 Acceptance

- 5.1 After handover of the required results of the work, STIHL shall be granted the opportunity to verify within a period of 4 weeks whether the services have been duly performed in compliance with the contract. Acceptance is only official if STIHL within this period recognizes by written declaration that the performed service conforms to the contract or if STIHL fails to issue this declaration due to gross negligence or deliberate intent, even though the due performance of the contract is evident. In the event of non-acceptance, STIHL must give notice of the defects observed. Redelivery of the corrected working result will initiate a further 4-week acceptance period. Any presumption of acceptance is prohibited.

D. Conditions for the provision of services

If the agreement of the parties relates to the provision of services, the following additional provisions shall apply:

- 1 The supplier must make sure that only trained and sufficiently qualified technical personnel are employed for the performance of all services. Sufficient specific professional and technical experience is required for all persons employed on STIHL premises.
- 2 The supplier must make sure that the supplier's employees have the necessary knowledge of the systems and site to perform their task and if necessary that they can present the necessary additional qualifications. In addition, the supplier's personnel must have good knowledge of spoken and written German.

- 3 The supplier shall be responsible for compliance with all relevant legal provisions and public authority regulations, in particular the applicable regulations on safety and the prevention of accidents. Moreover, the supplier must if required obtain the necessary approvals for the services under the supplier's own responsibility and at the supplier's own cost.
- 4 The supplier must make sure that all legal obligations on the payment of taxes, social security contributions and comparable charges are duly met. The supplier undertakes in particular to adhere to all legal and public authority provisions for the employment of employees, in particular the registration of the employed personnel with the competent Employer's Liability Insurance Association and the provisions of the Law concerning the posting of employees abroad.
- 5 The employment of subcontractors is only permitted with the prior consent of STIHL. The supplier must oblige any subcontractors to comply with all obligations arising from the present agreement.
- 6 In the event that new employees are employed by the supplier, before they start work, and otherwise once a year, a safety training course must be conducted with written certificate by the trainer. The contents must be documented and shall be supplemented by the specific STIHL training content.
- 7 The supplier's contact person shall provide to STIHL by the last working day of each month the names and photographs of all employees that the supplier intends to employ during the next month, so that an access permit to the site can be issued.
- 8 STIHL company passes must be worn clearly visibly during the performance of services on STIHL premises. Transfer of the passes to third parties is not permitted. The company passes must be kept carefully. Any loss of a pass must be immediately notified.
- 9 The personnel employed by the supplier should only be changed in exceptional cases. This change must be announced in writing to STIHL in advance. In the event of a change of personnel, the supplier must make sure that there is no deterioration in service to STIHL. STIHL shall be entitled to refuse individual employees on explained good grounds.
- 10 The performance of work must be continuously monitored by the supplier, and the results must be documented and kept. These documents must be kept by the supplier for a period of 2 years. At the request of STIHL, the supplier must present this documentation.
- 11 The supplier alone is responsible for the choice of auxiliary equipment and working methods used.
- 12 The supplier shall maintain an operating liability insurance policy of suitable scope and must present evidence of this insurance to STIHL on request.

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