

## **General Terms of Purchase of ANDREAS STIHL AG & Co. KG for the Provision of Programming and Consultancy Services**

For the provision of programming or consultancy services, the following terms shall apply by way of supplementation to the General Terms for the Purchasing of Capital Goods and Services, whereby the General Terms for Provision of Programming and Consultancy Services shall have priority in the event of contradictions.

### **1 Manner of performance of services**

- 1.1 The supplier shall provide supplier's services according to the principles of proper professionalism and in compliance with the respectively acknowledged rules of engineering, using the most current knowledge and experiences.
- 1.2 The supplier itself shall ensure compliance with the respectively valid statutory provisions and official 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.
- 1.3 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.
- 1.4 The supplier warrants that the services provided by the supplier are not encumbered by third-party rights. The supplier shall indemnify and hold STIHL harmless from all claims asserted by third parties who argue that their rights have been infringed upon. The supplier warrants that supplier is not barred from working for STIHL by any agreement with a third party or parties and that supplier shall not enter into any such obligation for the duration of this business relationship.

### **2 Supplier's employees**

- 2.1 The supplier shall use only qualified employees. These employees are to be selected in a manner which ensures that they have the education and knowledge necessary for their respective assignments.
- 2.2 The persons used by the supplier should be changed only by way of exception during the business relationship. This change shall be reported to STIHL in writing beforehand. The supplier shall ensure with each change that no disadvantages arise for STIHL. In justified cases, STIHL has the right to refuse individual employees.
- 2.3 The supplier is responsible for ensuring that supplier's employees receive a safety briefing with written confirmation by the person briefed before the start of the project, otherwise once a year, if the employee in question works on STIHL's factory premises. The content is to be documented and shall be supplemented by the briefing contents that are specific to STIHL.
- 2.4 STIHL company 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.

### **3 Activity confirmations**

When invoicing on the basis of activity confirmations, the supplier shall keep complete, exact and easy-to-understand records for the respective individual job. This activity confirmation shall be reviewed and countersigned by contact persons at STIHL prior to invoicing. The supplier shall enclose a copy of the countersigned activity report with the invoice.

### **4 STIHL's rights of use**

- 4.1 If the supplier provides programming services for STIHL, then after acceptance, upon request by STIHL in each case, the supplier shall deposit the source code and the program documentation of the licensed software on suitable data media in a place of deposit to be agreed upon. STIHL shall bear the costs of the deposit.
- 4.2 STIHL can demand that the place of deposit hand over the data media containing the source code, including documents, if
  - a petition is made for institution of insolvency proceedings in the supplier's assets,
  - the supplier's company is liquidated and struck from the commercial register,
  - one of the aforementioned cases exists at a legal successor to the supplier.
- 4.3 In so far as the supplier provides programming services to STIHL, the supplier shall use the computer language stipulated in the performance specification – if not otherwise stipulated, a common advanced computer language.
- 4.4 STIHL shall be granted exclusive, irrevocable rights of use, unlimited in terms of time, location or objective restriction, to all copyrighted results which have originated on the occasion of the provision of services by the supplier. In particular, this shall encompass software together with documentation, workshop documents, documentation of any intermediate results and final reports. STIHL can assign these rights to STIHL's affiliated companies. STIHL is permitted to re-use any source code handed over without limitation for STIHL's own purposes at STIHL or affiliated companies, in particular also to change and modify it in any manner.

## **5 Training services**

5.1 In so far as the supplier's services include the holding of seminars or workshops, these services also include, in each case, even without special commissioning:

- Preparation including clarification of the expectations by the training department and/or the affected specialist department in connection with the respective event,
- Production and provision of training documentation for each participant, which enables the participant to be able to comprehend the training content again even after time has passed,
- Production and provision of training documentation in electronic form for the training department and, if necessary, the affected specialist department,
- Wrap-up including feedback to the training department about participant feedback and ascertained need for adaptation of the respective event,
- Production of minutes and all other ancillary tasks in connection with the services.

## **6 Acceptance of work results**

In so far as the supplier's delivery is to produce a specific result, STIHL shall review, within a period of 4 weeks after transfer of the work results to be produced, whether delivery has been made in accordance with the contract. Acceptance exists only if STIHL acknowledges that the delivery is in accordance with the contract through a written declaration within this period or fails to make such a declaration through gross negligence or malice although it is evident that delivery has been made in accordance with the contract. In the event of refusal of acceptance, STIHL shall notify the supplier of the defects found. The renewed transfer of the corrected work results shall start an additional period of 4 weeks.

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