

## General Terms and Conditions of Supply for Dietzel Hydraulik GmbH

### 1. General

1.1. These General Terms and Conditions of Supply for Dietzel Hydraulik GmbH ("Dietzel Hydraulik") apply to the exclusion of all others. Dietzel Hydraulik does not recognise contradictory terms and conditions supplied by the buyer, or terms and conditions that differ from these General Terms and Conditions of Supply, unless Dietzel Hydraulik has expressly consented to their validity in writing. These General Terms and Conditions of Supply also apply if Dietzel Hydraulik executes a delivery to the buyer without reservation in the knowledge of the buyer's contradictory terms and conditions or terms and conditions that differ from these General Terms and Conditions of Supply.

1.2. All agreements reached between Dietzel Hydraulik and the buyer for the purpose of executing the contract are documented in writing. The entirety of the deliveries and services that Dietzel Hydraulik owes the buyer is hereinafter jointly referred to as the "product", "good" or "service/performance".

1.3. These General Terms and Conditions of Supply only apply for contractors within the meaning of Section 310 (1) BGB (German Civil Code).

1.4. The General Terms and Conditions of Supply for Dietzel Hydraulik in the version applicable at the time of conclusion of the contract also apply for future transactions between Dietzel Hydraulik and the buyer.

### 2. Use of the product

2.1. Dietzel Hydraulik products, such as fittings, distributors, pipes and hoses are hydraulic components and are intended to transmit hydraulic energy and hydraulic signals. All the hydraulic components are exclusively approved for hydraulic oils based on mineral oil in accordance with DIN 51524-1. Other media may only be used after written approval by Dietzel Hydraulik. Before installation, commissioning and operation, the buyer must check whether he/she has chosen the correct component with regard to the pressure and temperature range, medium, bending radius and length. Moreover, the buyer must comply with the national safety regulations and standards.

The buyer must pay attention to the technical information and operating instructions ("functional specification") provided by Dietzel Hydraulik. Product brochures, technical information and operating instructions provided by Dietzel Hydraulik can be viewed and downloaded in the download area at [www.dietzel-hydraulik.de](http://www.dietzel-hydraulik.de).

2.2. The information contained in binding functional specifications in accordance with subsection 2.1 conclusively define the properties of the respective services provided by Dietzel Hydraulik.

2.3. Any information other than that contained in the functional specifications in accordance with subsection 2.1, regardless of whether they are present in electronic or any other form and/or are contained in the Dietzel Hydraulik general product documentation as well as in technical information and price lists, is non-binding. This information is exclusively intended to provide a product description and does not contain any details on a certain quality or suitability for a specific purpose.

They do not release the buyer from performing an independent assessment of the possible uses of a Dietzel Hydraulik product. This also applies to explanations by and to Dietzel Hydraulik representatives and/or employees. They only take effect upon written confirmation. The same applies to retrospective amendments and enhancements to the contractual services.

2.4. The qualities and dimensions of the materials machined by Dietzel Hydraulik are exclusively determined in accordance with the German material standards, unless otherwise expressly agreed in writing. Deviations are permitted within the scope of DIN/EN.

2.5. Manufacturing- and process-related tolerances are defined in dH company standard 4.05 (which you can view and download on the Internet at [www.dietzel-hydraulik.de](http://www.dietzel-hydraulik.de)). Compliance with narrow tolerances is only binding if this has been expressly agreed in writing.

### 3. Quotation and contract conclusion

3.1. The buyer is bound to his/her quotation directed to Dietzel Hydraulik. After fully clarifying all legally compliant, technical and commercial matters, Dietzel Hydraulik can accept a buyer's quotation within a period of two weeks by sending a written order confirmation or by providing the contractual service to the buyer within the same period. Explanations provided by Dietzel Hydraulik verbally or over the phone are non-binding, unless otherwise agreed.

3.2. Dietzel Hydraulik reserves its right of ownership and copyright to figures, drawings and other documents. This also applies for written documents that are marked as "confidential". The buyer must obtain Dietzel Hydraulik's express written consent before disclosing these documents to third parties.

3.3. Plans and product descriptions made available to Dietzel Hydraulik, whether they originate from Dietzel Hydraulik or the buyer, remain valid for follow-up and/or new orders, unless the buyer expressly refers to change requests in writing, or visibly highlights these as change requests to Dietzel Hydraulik in plans and product descriptions.

### 4. Buyer duties of cooperation, acceptance

4.1. The buyer is obliged to transfer all documents required to provide the service to Dietzel Hydraulik free of charge and in good time. Unless expressly agreed otherwise, Dietzel Hydraulik is not obliged to check the content of the documents provided by the buyer or check the indicated requirements (specification, functions and technical details) for possible errors or a breach of third party rights as a result of the implementation of the described requirements.

4.2. If the buyer provides in-house services, supplies goods or services are provided by third parties (including deliveries of goods), the buyer is responsible for coordinating the individual workflows as well as for complying with the applicable safety regulations and accident prevention provisions.

4.3. If the buyer does not fully comply with his/her duties of cooperation, or Dietzel Hydraulik is impeded in providing its services due to circumstances within the buyer's area of responsibility, Dietzel Hydraulik is released from the performance obligations for the duration of the disruption and within the scope of its impact and may request adequate compensation for any resulting additional expenses. In this case, Dietzel Hydraulik shall take account of the expenses that it is able to save or is able to offset via other orders. The risk of the accidental loss or accidental deterioration of the performance transfers to the buyer at the time at which he/she enters into default of acceptance.

4.4. If Dietzel Hydraulik owes the buyer project services, the buyer is obliged to accept the delivery within two weeks of the transfer of risk (cf. section 7). If this does not occur, the services are deemed to have been accepted. Acceptance is also deemed to have occurred, if the delivery is in use, potentially after the completion of an agreed test phase where applicable.

4.5 Transgressions of the actual delivery quantity in relation to the contractually agreed delivery quantity do not justify a claim to a

compensatory delivery or price adjustment as long as the actual total delivery quantity (sum of all partial deliveries) does not differ from the contractually agreed total delivery quantity by more than +/- 10%.

### 5. Remuneration

5.1 Unless otherwise agreed, Dietzel Hydraulik prices apply EXW pursuant to INCOTERMS 2020, ex works at the Dietzel Hydraulik location. Packaging costs are not included in the price. Statutory value added tax is not included in the remuneration specified in the contract or the order. It is shown separately on the invoice in the statutory amount applicable on the date of invoicing.

5.2 Unless otherwise agreed to in writing with the buyer, the remuneration for the contractual services is payable within 14 days of the invoice date, without deduction. Payment is only considered to have been effected once the contractual remuneration has been received by Dietzel Hydraulik or in one of the accounts indicated in the invoice. In the event of payment by cheque, payment is only considered to have been received once the cheque has cleared.

5.3 If the agreed delivery period exceeds a period of three months from the conclusion of the contract or if the delivery is delayed by more than three months from the conclusion of the contract for reasons for which the buyer alone is responsible, or which fall entirely in his/her scope of risk, Dietzel Hydraulik is entitled to a price adjustment. The following applies if a price adjustment is permitted: if wages, material costs or the market cost prices (list prices) increase up to the date of the provision of the contractual service, or the exchange rates change, Dietzel Hydraulik is entitled to effect an adequate price increase that corresponds to the increases in costs.

5.4 In the event that the provision of services by Dietzel becomes unreasonable or impossible due to circumstances beyond Dietzel control at the contractually agreed prices, the parties agree to an appropriate and appropriate adjustment of the sales prices.

5.5 The statutory regulations relating to the consequences of delayed payment apply. Moreover, in case of a delay in payment by the buyer, Dietzel Hydraulik is entitled to suspend the provision of further contracted services until the buyer, at the discretion of Dietzel Hydraulik, either makes the payment or produces an irrevocable, indefinite, directly enforceable surety from a major German bank or German Sparkasse.

5.6 If the buyer does not meet his/her payment obligation despite a deadline having been set accompanied by a reminder, Dietzel Hydraulik can withdraw from the contract and demand compensation as defined in the legal provisions, including lost profit. However, Dietzel Hydraulik must also offset whatever it has saved as a result of withdrawal from the contract, or earns from deploying its workforce elsewhere, or would have earned, if it maliciously does not deploy them elsewhere.

Insofar as Dietzel Hydraulik has to offset the expenses it has saved, it is considered to have met its responsibility to prove the magnitude of these savings, if it submits the difference between the expected and actual operational debiting process as derived by an independent tax consultant or equivalent expert with estimated figures that he/she has credibly extracted from the accounts. The buyer remains entitled to prove that the costs actually saved by the termination exceed the agreed lump-sum amount. Dietzel Hydraulik's obligation to offset any substitute income from a possible alternative deployment of its workforce remains unaffected.

5.7 If concerns relating to the buyer's solvency or creditworthiness arise after the conclusion of the contract, with the consequence that Dietzel Hydraulik's claims for payment appear to be at risk, Dietzel Hydraulik is entitled to match payment with delivery or

demand the provision of an irrevocable, indefinite, directly enforceable surety from a major German bank. If the buyer does not comply with this demand, despite the setting of a deadline with a threat of withdrawal, Dietzel Hydraulik may withdraw from the contract without any requirement to recognise the buyer's compensation claims.

5.8 The buyer is only permitted to exercise his/her offset rights if his/her counterclaims are legally binding, undisputed or recognised by Dietzel Hydraulik. In addition, the buyer is entitled to exercise a right of retention to the extent that his/her counterclaim is based on the same contractual relationship.

### 6. Delivery and performance period

6.1 Deadlines and timeframes are non-binding if they have not been expressly agreed as such in writing.

6.2. The start of the agreed delivery deadline requires the clarification of all legally compliant, technical and commercial matters in advance. Compliance with the delivery obligation requires the timely and proper fulfilment of the buyer's obligation. The right to raise an objection due to an unfulfilled contract remains reserved.

6.3. Delivery deadlines are deemed to have been complied with, if the goods have left the Dietzel Hydraulik factory or the readiness for dispatch has been announced.

6.4. Partial performances are permitted and oblige the buyer to pay a proportional remuneration, unless he/she considers the partial performance to be unreasonable.

6.5. If Dietzel Hydraulik services are to be provided when they are called on by the buyer, the buyer must accept partial deliveries in roughly the same quantities, unless otherwise agreed. In all other respects, the entire service for one calendar month is deemed to have been called by the buyer upon the expiration of the deadline agreed for the call or, if no deadline has been agreed, three calendar months after the conclusion of the contract.

6.6. Events of force majeure entitle Dietzel Hydraulik to postpone the service by the duration of the impairment. All circumstances for which Dietzel Hydraulik is not responsible and which make it impossible for Dietzel Hydraulik to provide the service, or makes this provision unreasonably difficult, are considered equivalent to force majeure, such as a lawful strike or lawful lockout, war, import and export bans, a shortage of energy or raw materials, official measures and delayed self-delivery for which Dietzel Hydraulik is not responsible. If the impairment lasts longer than two months, after setting an adequate grace period, the buyer is entitled to withdraw from the contract, if he/she can demonstrate that complete or partial outstanding fulfilment of the contract is no longer of any interest due to the delay.

6.7. Dietzel Hydraulik is liable for a delay in delivery in accordance with the statutory provisions, if this is based on an intentional or grossly negligent breach of contract by Dietzel Hydraulik; any fault of Dietzel Hydraulik representatives and vicarious agents shall be ascribed to Dietzel Hydraulik. If the delay in delivery is not based on an intentional breach of contract for which Dietzel Hydraulik is responsible, the liability for damages is limited to the typical foreseeable losses. Dietzel Hydraulik is also liable in accordance with the statutory provisions, if the delay in delivery for which Dietzel Hydraulik is responsible is based on the culpable breach of a material contractual obligation; however, in this case, the liability for damages is limited to the typical foreseeable losses. In any case, in the event of a culpable breach of a material contractual obligation, Dietzel Hydraulik's liability is limited to 0.5% for every full week of delay, to a maximum of 4%, and for compensation instead of performance, to 8% of the value of the delayed (partial) performance.

6.8. If the buyer is in default of acceptance or culpably breaches other cooperation obligations, Dietzel Hydraulik is entitled to demand the reimbursement of losses that arise in this respect, including any additional expenses. The risk of the accidental loss or accidental deterioration of the contractual object transfers to the buyer at the time at which he/she enters into default of acceptance. If shipment or delivery are delayed by more than one month after notification of the readiness for delivery at the buyer's request, Dietzel Hydraulik may charge storage fees of 0.5% of the price of the objects of the deliveries for every commenced month, but to a total maximum of 5%. Dietzel Hydraulik and the buyer are free to provide evidence of higher or lower storage costs.

### **7. Transfer of risk – dispatch/packing**

7.1. Unless otherwise expressly agreed, delivery is agreed EXW, ex Dietzel Hydraulik works, in accordance with INCOTERMS 2020. The risk transfers to the buyer when the contractual object is transferred to the transporter (i.e. the person executing the transport); this also applies if Dietzel Hydraulik is performing the transport itself.

7.2. At the buyer's request, Dietzel Hydraulik shall take out transport insurance for the delivery; the buyer is responsible for the associated costs.

7.3 Dietzel Hydraulik is entitled to select the type of packaging used, if a separate agreement does not exist. Packaging is charged at cost price. Dietzel Hydraulik does not take back transport and all other packaging in accordance with the packaging regulation. This excludes standardised, reusable Euro Pool pallets as well as reusable containers, if their return has been agreed with Dietzel Hydraulik. The buyer bears the costs for disposing of the packaging.

### **8. Warranty**

8.1. The buyer's claims for defects require that the he/she has properly fulfilled their examination and defect notification obligations in accordance with Section 377 HGB (German Commercial Code).

8.2. If a defect exists in relation to the delivered goods in consideration of the regulation in section 2 of these General Terms and Conditions of Supply, Dietzel Hydraulik is entitled to supplementary performance in the form of defect removal or the delivery of a new defect-free item at its discretion. In the event of the removal of the defect or replacement delivery, Dietzel Hydraulik is obliged to bear all the expenses associated with the supplementary performance, especially transport, travel, work and material costs, unless these increase due to the fact that the goods have been relocated to a location other than the place of fulfilment.

8.3. If the supplementary performance fails, the buyer is entitled to withdraw from the contract or demand a reduction at his/her discretion.

8.4. Dietzel Hydraulik is liable in accordance with the statutory provisions if the buyer raises compensation claims that are based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. If Dietzel Hydraulik is not accused of an intentional breach of contract, the liability for damages is limited to the typical foreseeable losses.

8.5. Dietzel Hydraulik is liable in accordance with the statutory provisions if Dietzel Hydraulik culpably breaches a material contractual obligation; however, in this case, the liability for damages is limited to the typical foreseeable losses.

8.6. If the buyer is entitled to the reimbursement of losses instead of performance due to a negligent breach of duty in all other respects, Dietzel Hydraulik's liability is limited to the reimbursement of the typical foreseeable losses.

8.7. Liability due to culpable death, physical injury or damage to health remains unaffected; this also applies for mandatory liability in accordance with the German Product Liability Act.

8.8. Liability is excluded unless otherwise regulated above.

8.9. The period of limitation for claims for defects amounts to 12 months from the date of the transfer of risk.

8.10 The period of limitation in the event of recourse against the supplier in accordance with Sections 478 BGB (German Civil Code) remains unaffected; it amounts to five years from the date of delivery of the defective item.

### **9. Liability and compensation**

9.1. Any additional liability to provide compensation beyond that provided for in section 8 is excluded, regardless of the legal nature of the claim raised. This particularly applies for compensation claims resulting from culpability upon conclusion of the contract, due to other breaches of duty or tortious claims for the reimbursement of property damage pursuant to Section 823 BGB.

9.2. The limitation under section 9.1. also applies if the buyer demands the reimbursement of wasted expenses rather than performance, instead of claiming reimbursement for losses.

9.3. If Dietzel Hydraulik's liability for damages is excluded or limited, this also applies with respect to the personal liability for damages of Dietzel Hydraulik employees, representatives and vicarious agents.

9.4. Otherwise, Dietzel Hydraulik's liability, insofar as it is legally permissible, is limited to the scope recognised and reimbursed by Dietzel Hydraulik's business liability insurance.

9.5. A reversal of the burden of proof to the disadvantage of the buyer is not bound to the aforementioned provisions.

### **10. Reservation of ownership**

10.1. Dietzel Hydraulik reserves ownership of the goods until all payments from the supply contract have been received. If the buyer acts in breach of the contract, especially in the event of a delay in payment, Dietzel Hydraulik is entitled to take the goods back. Any reclaiming of the goods by Dietzel Hydraulik represents a withdrawal from the contract. After reclaiming the goods, Dietzel is entitled to sell them, while the proceeds from the sale must be credited against the buyer's liabilities, less adequate costs of sale.

10.2. The buyer is obliged to treat the goods with care; in particular, he/she is obliged to adequately insure them against losses caused by fire, water and theft at the replacement value and bear the associated costs.

10.3. The buyer must immediately notify Dietzel Hydraulik of any seizures or other interventions by third parties so that Dietzel Hydraulik can commence legal proceedings in accordance with Section 771 ZPO (Code of Civil Procedure). If the third party is not in a position to reimburse the court and out-of-court costs associated with legal proceedings pursuant to Section 771 ZPO, the buyer is liable for the losses that Dietzel Hydraulik incurs.

10.4. The buyer is entitled to resell the goods during the normal course of business; however, he/she hereby assigns any receivables, to which he/she is entitled from his/her customers or third parties in connection with the resale, to Dietzel Hydraulik in the amount of the final invoice (including value added tax), regardless of whether the goods were resold with or without further processing. The buyer remains entitled to collect these receivables even after assignment. This does not affect Dietzel Hydraulik's right to collect the receivable itself. However, Dietzel Hydraulik shall not collect the receivable as long as the buyer meets his/her payment obligations from the proceeds received, does not default on payment and, in particular, does not apply to commence insolvency proceedings or composition proceedings,

or if payments are suspended. However, if this is the case, Dietzel Hydraulik can demand that the buyer provide information on the assigned receivables and their debtor, that he/she provide all the information necessary for collection, submits the associated documents and informs the debtor (third party) of the assignment.

10.5. The processing or modification of the goods by the buyer is always performed on behalf of Dietzel Hydraulik. If the goods are processed with other items that do not belong to Dietzel Hydraulik, Dietzel Hydraulik shall acquire joint ownership of the new item in proportion to the value of the item (final invoice amount, including VAT) to the other processed items at the time of processing. Apart from this, the same applies for the item created as a result of the processing as is applicable for the goods delivered under reservation of ownership.

10.6. If the goods are inseparably mixed with other objects that do not belong to Dietzel Hydraulik, Dietzel Hydraulik shall acquire joint ownership of the new item in proportion to the value of the goods (final invoice amount, including VAT) to the other mixed objects at the time of mixing. If the items are mixed so that the buyer's item is considered to be the main item, it is hereby agreed that the buyer shall transfer proportional joint ownership to the main item to Dietzel Hydraulik. The buyer shall preserve the sole ownership or joint ownership for Dietzel Hydraulik.

10.7. The buyer also assigns claims to Dietzel Hydraulik to secure Dietzel Hydraulik's receivables in relation to the buyer, which arise by combining the goods with a third-party property.

10.8. Dietzel Hydraulik shall release the securities assigned to Dietzel Hydraulik at the buyer's request once the realisable value of Dietzel Hydraulik's securities exceeds the secured receivables by more than 10%; Dietzel Hydraulik shall select the securities to be released at its discretion.

### **11. Confidentiality, data protection and fiduciary duty**

11.1. The contract partners shall ensure loyal interaction. In particular, they must abstain from poaching individual employees from the other contract partner.

11.2. The contract partners shall treat all data and information from the other contract partner, of which the contract partners become aware either directly or indirectly, in verbal, written or any other form, as confidential, including after the end of the contract and only use this information within the meaning of this contract. This also applies for data and information, which has not been marked or transmitted as confidential, if this data and information must be regarded as confidential. This does not apply, if the data and information are already public and accessible to any third party at the time of disclosure, or if this data and information is transmitted by a third party, which is not subject to the confidentiality requirement, or if the receiving party was demonstrably already lawfully in possession of the confidential information prior to disclosure, or if the disclosure of this data and information is required by law as well as if this data and information is passed on to the respective contract partner's tax and legal consultants for consultation purposes.

11.3. The contract partners shall ensure that all employees and/or third parties assigned to provide the contractual service are also subject to this confidentiality obligation.

11.4. The contract partners shall not raise any compensation claims that result from unauthorised third parties illegally gaining access to the respective data and information of the contract partner. This does not apply, if access was initially made possible as a result of a breach of duty by the contract partner.

11.5. Statutory provisions, in particular the data protection provisions, remain unaffected. The nature and scope of the processing of the buyer's personal data are defined in the Dietzel

Hydraulik privacy policy. This can be viewed and downloaded at [www.dietzel-hydraulik.de](http://www.dietzel-hydraulik.de).

### **12. Other provisions**

12.1. If the buyer is a merchant, Dietzel Hydraulik's registered office is the legal domicile; however, Dietzel Hydraulik is entitled to bring legal action against the buyer at his/her legal domicile.

12.2. Dietzel Hydraulik's registered office is the place of fulfilment, unless otherwise provided by the order confirmation.

12.3. The law of the Federal Republic of Germany applies. The UN Convention on Contracts for the International Sale of Goods does not apply.

12.4. The buyer is responsible for complying with the applicable foreign trade regulations.

12.5. The buyer is informed that he/she must comply with the applicable statutory packaging and shipping regulations when shipping products procured from Dietzel Hydraulik (on-shipment to third parties or return to Dietzel Hydraulik).

The legal basis is exclusively the German version of this publication.