

General Terms and Conditions of Purchase Dietzel Hydraulik GmbH

1. Scope

1.1. These General Terms and Conditions of Purchase of Dietzel Hydraulik GmbH ("DIETZEL") apply to the exclusion of all other terms and conditions. Contradictory or different supplier terms and conditions of purchase or general terms and conditions are not recognised by DIETZEL and are hereby refuted. These Terms and Conditions of Purchase also apply if DIETZEL accepts or pays for a delivery by a supplier without reservation in awareness of contradictory or different terms and conditions to the DIETZEL Terms and Conditions of Purchase. The DIETZEL Terms and Conditions of Purchase, as amended, also apply as a framework agreement for all future transactions between DIETZEL and the same supplier without DIETZEL being required to refer to these terms and conditions in each individual case; the amended version of the Terms and Conditions of Purchase can be viewed and downloaded at www.dietzel-hydraulik.de.

1.2 Individual agreements reached between DIETZEL and the supplier in specific cases (including ancillary agreements, supplements and amendments) take precedence over these Terms and Conditions of Purchase. However, a written contract or the written confirmation of DIETZEL is essential for the content of these kinds of agreements.

1.3 Legal declarations and statements, which the supplier is required to submit to DIETZEL after the conclusion of the contract (e.g. deadlines, reminders, withdrawal notice) must be submitted in writing to be effective.

1.4 References to the validity of statutory provisions are provided for clarification purposes only. The statutory provisions apply even without this type of clarification, unless otherwise specifically amended or expressly excluded in these Terms and Conditions of Purchase.

1.5 The entirety of the deliveries and services that the supplier owes DIETZEL is hereinafter referred to as the "product" or "service".

2. Conclusion of the contract and amendments to the contract

2.1. Orders ("order(s)") by DIETZEL are considered binding no earlier than upon their submission. Submission takes place in writing or via an electronic transmission path. Deliveries for which no orders exist are not recognised.

2.2. Supplier offers are provided free of charge for DIETZEL and are binding for the supplier, and have a minimum period of validity of 6 (six) weeks starting from the offer date. Any non-response to supplier offers, requests or other declarations by DIETZEL is only considered consent if this has been expressly agreed in writing.

2.3. Specifications that DIETZEL submits to the supplier are a contractual basis. As long as nothing else is agreed in this connection between DIETZEL and the supplier, the conditions of the quality assurance agreement of DIETZEL are binding for every inquiry and order. The current version of the quality assurance agreement can be viewed and accessed at www.dietzel-hydraulik.de. If the supplier is unable to process the documents and files provided by DIETZEL, it must immediately notify DIETZEL of this circumstance. The products must comply with the agreed quality (specifications, data sheets, drawings, etc.), the statutory provisions and the current state of the art and science. In addition, standards that are referred to and other documents included as the contractual basis must be considered accordingly. Any reference to the supplier's offers as well as references to its material numbers are not an integral part of the contractual basis.

2.4. The supplier is obliged to compare the DIETZEL specifications with the characteristics of the supplier's product. If the comparison identifies a deviation, no delivery is effectively permitted without the written approval of DIETZEL. The supplier must archive DIETZEL's approval for a period of at least 10 years and submit this to DIETZEL upon request.

2.5. In case of obvious errors (e.g. spelling and calculation errors), incomplete orders, missing documents and contradictory bases of an order, the supplier must immediately inform DIETZEL in writing for the purpose of correction and completion.

2.6. If the supplier does not object to an order within 5 (five) working days of receipt, the contract is established based on this order. An objection is only permitted if the acceptance of the order is not feasible for the supplier. Any deviation from the order is considered an objection. Order confirmations are merely considered declaratory to confirm that the supplier has received the order. If DIETZEL can prove that DIETZEL has sent a declaration, it is assumed that the supplier has received this declaration.

2.7. The supplier shall send DIETZEL an order confirmation within 8 (eight) working days of receipt of an order from DIETZEL.

2.8. If the supplier owes a service or delivery, DIETZEL may request amendments and supplements to the order at any time until acceptance, at its reasonable discretion and in consideration of the supplier's interests. If a request for amendment results in additional or reduced costs and/or a longer deadline, the supplier is obliged to immediately notify DIETZEL of this circumstance immediately after receiving the request for amendment, and must submit a corresponding follow-up offer. The amendment takes place based on a written agreement in which the remuneration of the additional costs or the consideration of the reduced costs as well as the schedule are defined. The additional remuneration is determined based on the pricing for the contractual service and the specific costs of the requested additional service.

3. Prices and terms of payment

3.1. The price indicated in the DIETZEL order is binding. The agreed prices are fixed prices and exclude any additional charges. Unless otherwise agreed in writing, the price specified in the order includes delivery (DAP, delivered at place Incoterms 2020) to DIETZEL or the place specified by DIETZEL, the necessary packaging, such as cardboard boxes, containers, pallets or mesh boxes. Low-quantity surcharges and other processing fees and charges as well as customs fees are also included in the agreed prices. Submitted price adjustment requests only become valid upon written confirmation by DIETZEL. Any non-response by DIETZEL in relation to price adjustment requests is not considered approval.

3.2. The supplier's invoices must be submitted to DIETZEL in an auditable form, indicating the order number, order date, item number and the 8-digit customs tariff number as well as a binding indication of origin in accordance with Regulation (EC) no. 2015/2447. If a component is missing, DIETZEL is entitled to reject the invoice. The value added tax must be indicated separately on the invoice in line with the tax provisions. The supplier is responsible for any consequences as a result of non-compliance with this obligation, unless it demonstrates that it is not responsible for these consequences. DIETZEL withholds payment until receipt of an invoice that meets DIETZEL's requirements as well as the associated delivery documents; DIETZEL does not enter into default if these requirements have not been met. The delivery documents include all requested certificates and documentation from DIETZEL's technical order and delivery specifications as well as any necessary and valid declarations of conformity. Terms of payment start no earlier than on the day of receipt of the auditable invoice with the associated delivery, including all the required documents (e.g. shipping documents, delivery notes, test certificates, customs declarations, certificate of origin)

3.3. Unless otherwise agreed in writing, DIETZEL shall pay the remuneration within 14 days less a 3% early payment discount, calculated after receipt of delivery and an auditable invoice, or within 30 days without reduction. If the supplier owes a service or delivery, the payment for the remuneration owed is always only due after acceptance, unless otherwise individually agreed.

3.4. In case of bank transfers, payment is considered to have been made on time, if DIETZEL's transfer order is received by the bank administering DIETZEL's account prior to the expiration of the payment deadline. In the event of a default of payment by DIETZEL, the default interest rate is 5 (five) percentage points above the base rate per annum. The statutory provisions apply in the event of a default of payment by DIETZEL. However, in any event, a written reminder by the supplier is required.

3.5. DIETZEL is entitled to rights of offset and retention to the extent specified by law. The supplier is not entitled to assign receivables from the contractual relationship to third parties without DIETZEL's prior written consent. The supplier only has a right of offset or retention based on legally binding or undisputed counterclaims.

3.6. Payments are always made subject to the result of the inspection of goods and quantities by DIETZEL. Payment prior to the expiration of the inspection and notice of defect deadlines specified in Section 6 does not mean that DIETZEL has inspected the products or quantities delivered by the supplier, is waiving quality or quantity differences or has approved the delivery. Overpaid amounts based on identified quality or quantity differences must be reimbursed by the supplier.

4. Delivery deadlines and delayed delivery

4.1 The delivery deadlines specified in the order or delivery instruction are binding. The receipt of the delivery by DIETZEL or at the place specified by DIETZEL is decisive for compliance with the delivery dates.

4.2. The supplier must automatically inform DIETZEL in writing, providing reasons and the expected duration, if circumstances arise or become apparent, which mean that the agreed delivery time cannot be complied with. The unconditional acceptance of the delayed delivery by DIETZEL does not release the supplier from DIETZEL's rights as a result of the delayed delivery.

4.3. In the event of a delayed delivery, DIETZEL is entitled to assert the statutory claims, especially claims for resulting consequential losses. DIETZEL is entitled to request compensation instead of performance and withdrawal immediately if a delivery date has been agreed or otherwise after the unsuccessful expiration of an adequate grace period. If DIETZEL requests compensation, the supplier is also entitled to establish that it is not responsible for the breach of duty. Partial deliveries are only recognised by DIETZEL after written agreement. In the event of a delayed delivery by the supplier, DIETZEL is entitled to assert a contractual penalty of 1.0% (one) of the agreed net value of the owed scope of delivery per commenced weekday, however to a maximum of 5.0% (five) of the relevant net price. DIETZEL may only assert an additional compensation claim together with proof of the relevant loss amount, in which case the contractual penalty is offset against this amount. The right to demand payment of an agreed contractual penalty and/or compensation is not forfeited by the fact that the contractual penalty/compensation claim was not expressly reserved upon acceptance of the delayed delivery.

4.4 In the event that a delivery is received earlier than agreed, DIETZEL reserves the right to return the delivery at the supplier's expense. If no return takes place in the event of a premature delivery, the products are stored by DIETZEL until the agreed delivery date at the supplier's expense and risk. In the event of a premature delivery, DIETZEL reserves the right to only submit payment on the agreed due date.

4.5 If DIETZEL issues call orders or concludes supplier agreements with target figures, the specified quantities are not binding for DIETZEL and DIETZEL is not obliged to accept the quantities. The quantities actually requested and confirmed by DIETZEL may differ from the target quantities. Drawing parts are excepted from this clause.

5. Delivery, transfer of risk, default of acceptance

5.1. Deliveries take place DAP, delivered at place Incoterms 2020, to DIETZEL or to the place specified by DIETZEL.

5.2. The supplier must ensure adequate and transport-safe packaging (Section 411 of the German Commercial Code ("HGB"). Transport damage that is not recognised by insurers due to inadequate packaging shall be borne by the supplier.

5.3. The risk of accidental loss and accidental deterioration of the service transfers to DIETZEL with the handover at the place of fulfilment. If acceptance has been agreed, this is decisive for the transfer of risk.

5.4. The statutory provisions apply in the event of a default of acceptance by DIETZEL.

5.5. DIETZEL only takes over the ordered quantities. Excess deliveries or delivery shortfalls are only permitted by previous arrangement with DIETZEL. In the event of an excess delivery or delivery shortfall that has not been arranged, DIETZEL reserves the right to return the delivery at the supplier's expense. In any event, excess deliveries are only accepted with compliant packaging.

6. Claims for defects, recourse against the supplier

6.1. The statutory provisions apply for DIETZEL's rights in case of material defects and defects of title in relation to the service and in the event of other breaches of duty by the supplier, unless otherwise specified below.

6.2. According to the statutory provisions, the supplier is particularly liable for ensuring that the product and the service has the agreed quality when risk is transferred to DIETZEL. In any event, the product descriptions, which are an object of the relevant contract or have been integrated into the contract in the same manner as these Terms and Conditions of Purchase – particularly via designation or reference in the DIETZEL order – are considered an agreement of the quality. It makes no difference whether the product description originates from DIETZEL or the supplier.

6.3. In derogation of Section 442(1) sentence 2 of the German Civil Code ("BGB"), DIETZEL is entitled to claims for defects without restriction, even if

the defect remained unknown upon conclusion of the contract as a result of gross negligence.

6.4. The statutory provisions (Sections 377 and 381 HGB) apply for the commercial obligation to inspect and give notice of defects, with the following proviso: DIETZEL's inspection obligation is limited to defects that are clearly discernible by DIETZEL as part of an external examination during the incoming goods inspection, including the delivery documents (e.g. transport damage, incorrect delivery and delivery shortfall). No inspection obligation exists if the supplier owes a contract performance, or if acceptance is agreed in other cases. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business in consideration of the circumstances in the specific case.

6.5. The obligation to give notice of defects for subsequently identified defects remains unaffected. In all cases, DIETZEL's notice of defects is considered to have been submitted immediately and on time, if it is received by the supplier within 10 calendar days of detection of the defect by DIETZEL. The supplier shall waive any objections regarding the delayed notification of defects pursuant to Section 377 HGB in this regard.

6.6. Supplier expenses for the purposes of inspection and subsequent improvement (including any removal and installation costs) shall be borne by the supplier even if it turns out that no defect actually existed. DIETZEL's liability for compensation in case of unjustified demands to remove defects remains unaffected; however, DIETZEL is only liable in this respect if DIETZEL recognises or is grossly negligent in not recognising that no defect existed.

6.7. If the supplier does not comply with its supplementary performance obligation – by eliminating the defect (subsequent improvement) or by delivering a flawless item (replacement delivery) as requested DIETZEL – within an adequate period defined by DIETZEL, DIETZEL may eliminate the defect itself and demand the reimbursement of the associated expenses or the provision of a corresponding advance from the supplier. A deadline does not need to be set if the supplementary performance by the supplier fails or is unreasonable for DIETZEL (e.g. due to particular urgency, risk to operational safety or the threat of disproportionate losses); DIETZEL must immediately inform the supplier of these kinds of circumstances, in advance where possible.

6.8. If the supplier meets its supplementary performance obligation via a replacement delivery, the period of limitation for the service delivered as a replacement restarts after it is delivered, unless, in the event of supplementary performance, the supplier issued an express and appropriate reservation that the replacement delivery is only taking place as goodwill, to avoid disputes or in the interests of the continuation of the supply relationship.

6.9. In all other respects, DIETZEL is entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions in the event of material defects or defects of title. In addition, DIETZEL is entitled to compensation and the reimbursement of expenses in accordance with the statutory provisions.

6.10. DIETZEL is entitled to its legally defined recourse claims within a supply chain (recourse against the supplier pursuant to Sections 478 and 479 BGB) without restriction in addition to the claims for defects. In particular, DIETZEL is entitled to demand exactly the same nature of the supplementary performance (subsequent improvement or replacement delivery) from the supplier, which DIETZEL owes to its customer in each specific case. This does not restrict DIETZEL's statutory right of choice (Section 439(1) BGB).

6.11. Before DIETZEL recognises or satisfies a claim for defects asserted by its customer (including reimbursement for expenses pursuant to Sections 478(3), 439(2) BGB), DIETZEL shall notify the supplier and request a written opinion after providing a brief description of the matter. If an opinion is not provided within an adequate period and no amicable solution is reached, the claim for defects granted to DIETZEL is considered to be owed to its customers; in this case, the supplier is responsible for providing proof to the contrary.

6.12. DIETZEL's claims under clause 6.10 also apply if the service was processed or machined, e.g. by installation, by DIETZEL or a customer of DIETZEL prior to its sale to a consumer.

7. Limitation period

7.1. Unless otherwise regulated in the following provisions in this clause, the claims lapse in accordance with the statutory provisions.

7.2. In derogation of Section 438(1) no. 3 BGB, the general limitation period for claims for defects amounts to 3 years from the transfer of risk. The three-year

limitation period applies accordingly for claims from defects of title, in which case the statutory limitation period for in rem claims to return of third parties (Section 438(1) no. 1 BGB) remains unaffected; claims from defects of title also do not lapse as long as the third party is entitled to assert the right – especially if no limitation period exists – against DIETZEL.

7.3. The limitation periods under the Sale of Goods Act, including the aforementioned extension, apply – within the statutory limits – for all contractual claims for defects. If DIETZEL is entitled to non-contractual claims due to a defect, the regular statutory limitation period (Sections 195 and 199 BGB) applies in this respect, unless the application of the limitation periods under the Sale of Goods Act leads to a longer limitation period in each specific case.

8. Reservation of title

The unconditional transfer of ownership of the product owed by the supplier to DIETZEL must take place without regard to the payment of the remuneration owed by DIETZEL. However, if DIETZEL accepts a supplier offer conditional on the payment of the payable remuneration in a specific individual case, the supplier's reservation of title expires no later than upon payment of the remuneration owed for the relevant product. Any extended or enhanced reservation of title by the supplier is excluded.

9. (Product) liability, indemnification and insurance cover

9.1. The statutory liability provisions apply.

9.2. If the supplier is responsible for product damage it is obliged to indemnify DIETZEL from third-party claims for damages upon first request to the extent that the cause is within its area of responsibility or organisational area, the error can be assigned to the supplier or the supplier itself is subject to unlimited liability in the external relationship.

9.3. Within the scope of the liability for claims, the supplier is also obliged to reimburse all expenses, especially pursuant to Sections 693 and 670 BGB as well as pursuant to Sections 930, 940 and 426 BGB that arise in connection with a recall performed by DIETZEL. DIETZEL shall inform the supplier, to the extent possible and reasonable, of the content and scope of the recall to be performed and give the supplier the opportunity to comment. Other statutory claims to which DIETZEL is entitled remain unaffected.

9.4. The supplier shall maintain product liability insurance with a sum insured of EUR 5.0 (five) million for each case of personal injury/property damage; any additional claims for damages to which DIETZEL is entitled remain unaffected.

10. Performing work

The supplier must ensure that its employees and other third parties it appoints to execute the contract, if they access the DIETZEL factory premises, are familiar with the "Operational Health and Safety Regulations for Employees of External Companies" (available for download at www.dietzel-hydraulik.de) and that it ensures strict compliance with these regulations. Liability for accidents that befall the aforementioned persons on the DIETZEL factory premises is excluded unless DIETZEL is responsible for a grossly negligent or intentional breach of duty, or a mandatory legal liability, e.g. from product liability or due to injury to life and limb, applies.

11. Free-issue equipment

Products, transport equipment and packaging provided by DIETZEL ("free-issue equipment") remain the property of DIETZEL. This free-issue equipment may only be used for DIETZEL parts and orders. The processing, mixing or joining of free-issue equipment by the supplier takes place on behalf of DIETZEL. It is agreed that DIETZEL shall become joint owner of the products manufactured using the free-issue equipment in relation to the value of the free-issue equipment to the value of the overall products, which are stored until the time of transfer from the supplier to DIETZEL.

12. Tools

12.1. Tools paid for by DIETZEL are the sole property of DIETZEL and may only be used by the supplier for orders and the manufacture of products for DIETZEL. Tools paid for by DIETZEL are available for use by DIETZEL at any time in flawless condition and must be clearly marked as the property of DIETZEL by the supplier and stored in a separately marked area.

12.2. The supplier is obliged to insure DIETZEL tools stored on the supplier's premises against property damage and also bears the associated costs. The

supplier hereby assigns all claims for damages from this insurance to DIETZEL.

12.3. Products, which are manufactured with the tools owned by DIETZEL must not be offered or delivered to third parties, and the know-how must not be passed on to any third parties.

12.4. The supplier is responsible for maintaining and servicing these tools and bears the associated costs. The supplier bears the costs for any follow-on tools. The output quantity is therefore unlimited. If the DIETZEL tools are damaged by the supplier, they must be repaired by the supplier in line with the drawings at cost to the supplier.

12.5. All changes to tools must be approved by DIETZEL in writing. Product samples must be submitted for inspection and approval after every change.

12.6. DIETZEL only pays for the tool costs after the inspection and approval of an initial sample delivery.

12.7. Following the payment of the tool costs, DIETZEL makes the tools available to the supplier on a loan basis. DIETZEL remains the sole owner of the tool.

13. Dangerous goods

13.1. The supplier is solely responsible for complying with and applying any applicable provisions on dangerous goods, especially, but not limited to, the Law on the Carriage of Dangerous Goods (GGBeFg), the Ordinance on the Carriage of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB) and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) as well as the IATA air freight regulations. The supplier shall promptly notify DIETZEL of any dangers in writing.

13.2 If hazardous substances within the meaning of the Ordinance on Hazardous Substances or products, for which the release of such substances cannot be excluded if they are used, are delivered, the supplier must automatically provide the data necessary to prepare the safety data sheet to DIETZEL or the service provider appointed by DIETZEL.

14. Force majeure, insolvency

14.1 In cases of serious events such as force majeure that are beyond the sphere of influence of the respective contracting party and have unforeseeable consequences for the provision of services, the contracting parties are released from their main performance obligations for the duration of the effect and its scope of 2 months from the written announcement, insofar as the respective contracting party is completely or predominantly prevented from fulfilling their contractual obligations without being at fault.

Supply difficulties and other obstacles to performance within the scope of the supplier's performance are only considered force majeure if its direct supplier is prevented from providing the service incumbent on him after an event pursuant to Section 14.1 and no other supplier is able to supply the goods. There is no impediment to performance if the use of an alternative supplier is possible even with considerable effort and higher costs. In this respect, the supplier bears the comprehensive procurement risk.

Cases of force majeure include strikes, lockouts, natural disasters, embargoes, epidemics, official orders or similar unforeseeable events. The contractual partners are obliged to inform each other immediately within the scope of what is reasonable and to adjust their respective contractual obligations to the changed circumstances in good faith. If the hindrance lasts longer, DIETZEL is entitled, after setting a reasonable grace period, to withdraw from the contract if the customer can prove that the full or partial fulfillment of the contract that is still outstanding is no longer of interest to him due to the delay.

14.2 DIETZEL is entirely or partly released from the obligation to accept and pay for the ordered service and entitled to withdraw from the contract to the extent that the service is no longer viable for DIETZEL as a result of the delay caused by the force majeure, in consideration of economic perspectives.

14.3 If the supplier files an application for insolvency proceedings or insolvency proceedings are commenced or the commencement of insolvency proceedings is dismissed due to a lack of assets, or the supplier suspends payments, DIETZEL may withdraw from the contract. In this case, DIETZEL is entitled to use the services previously provided by the supplier for appropriate remuneration.

15. Compliance

15.1 In its business relationship with DIETZEL, the supplier shall not offer or grant, request or accept benefits which breach the applicable anti-corruption provisions in the course of trade or in dealings with officials.

15.2 In its business relationship with DIETZEL, the supplier shall not reach any agreements or arrange concerted practices with other companies, for the purpose or with the intent of preventing, restricting or distorting competition pursuant to the applicable antitrust rules.

15.3 The supplier shall comply with the relevant statutory regulations on dealing with employees, environmental protection and occupational health and safety and work towards reducing negative impacts on people and the environment as part of its activities. The supplier shall comply with the principles of the UN's Global Compact Initiative, which primarily relate to the protection of international human rights, the abolition of forced and child labour, the elimination of discrimination in recruitment and employment as well as the responsibility for the environment (www.unglobalcompact.org).

15.4 The supplier gives its assurance that it complies with the relevant applicable laws regulating the general minimum wage and that it has committed its subcontractors accordingly. The supplier must demonstrate its compliance with the aforementioned assurance upon request. In the event of a breach of the aforementioned assurance, the supplier shall indemnify DIETZEL from third-party claims and is obliged to reimburse fines imposed on DIETZEL in this regard.

15.5 In the event of a suspected breach of the obligations from clause 15.1 to 15.4, the supplier must immediately investigate possible breaches and inform DIETZEL of the investigation measures and, in justified cases, disclose the affected supply chain. If the suspicion proves to be justified, the supplier must inform DIETZEL of the internal measures it has taken to prevent future breaches within an appropriate period. If the supplier does not comply with these obligations within an adequate period, DIETZEL reserves the right to withdraw from contracts with the supplier or terminate such contracts with immediate effect.

15.6 In case of serious violations of law by the supplier and breaches of the regulations in clauses 15.1 to 15.4, DIETZEL reserves the right to withdraw from existing contracts or terminate these without notice.

15.7 The supplier maintains and complies with a certified quality system as defined by the ISO 9001 series of standards or a system of an equivalent standard approved by DIETZEL, which is suitable for the orders and deliveries.

16. Confidentiality

16.1. In the event that an individual agreement does not exist, the supplier is obliged to treat all commercial and technical data, documents, samples, models and other documents as well as all information to which it receives access as strictly confidential, without exception, and only make such information available to persons in its own company that need to be consulted for the purpose of delivery to DIETZEL and who are also committed to confidentiality. This information may only be disclosed to third parties with DIETZEL's express written consent. All information and documents (including copies) and samples transmitted by DIETZEL must be returned to DIETZEL in full upon first demand.

16.2. The confidentiality obligation also applies following the execution of this contract. It only expires if and to the extent that manufacturing, product, system or production knowledge contained in the transferred confidential information is or becomes public knowledge without a breach of this confidentiality obligation.

16.3. The disclosure of confidential information and any transmission of documents, samples or models does not establish any entitlements to industrial property rights, know-how or copyrights for the supplier and does not represent a prior publication or right of prior use within the meaning of the German Patents Act and Utility Model Act. The supplier may only use confidential information for the purpose approved by DIETZEL and only within the scope of the agreed cooperation. The supplier shall never have an entitlement to some rights in this respect. If third parties come into contact with DIETZEL's confidential information via the supplier, the supplier must first reach a similar written confidentiality agreement with these third parties and provide evidence of this to DIETZEL upon request.

17. Privacy

The privacy statement and additional privacy information can be accessed and downloaded on the DIETZEL homepage at www.dietzel-hydraulik.de.

18. Place of fulfilment

DIETZEL's registered office in Löbichau, Germany, is the place of fulfilment, unless otherwise indicated in the order.

19. Advertising

The use of DIETZEL requests, orders, correspondence of any kind and order items by the supplier for advertising purposes is prohibited. Any advertising of the business relationship with DIETZEL and any other legal entities associated with DIETZEL is only permitted with DIETZEL's express prior consent.

20. Final provisions

20.1. The law of the Federal Republic of Germany applies for these Terms and Conditions of Purchase and all legal relationships between DIETZEL and the supplier, to the exclusion of international uniform law, especially the UN Convention on Contracts for the International Sale of Goods. The requirements and impacts of the reservation of title are subject to the law at the place at which the products are located, if the agreed choice of law in favour of German law is prohibited or invalid in accordance with the provisions of the national law.

20.2. If the supplier is a merchant within the meaning of Sections 1 et seqq. HGB, a legal person under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes from or in connection with the contractual relationship is Jena, Germany. DIETZEL is not precluded from instituting proceedings against the supplier at any other permissible place of jurisdiction.

The exclusive legal basis is the German version of these General Terms and Conditions of Purchase.