

Supplementary Terms of Purchase of Equipment

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(hereinafter referred to as "MEHLER/LINDNERHOF", "we", "us")

§ 1 General

For the provision of goods and services in relation to investment goods, in particular technical equipment and machines ("equipment") the following conditions (**Supplementary Terms of Purchase of Equipment**) apply in addition to the General Terms of Purchasing between Mehler Vario System GmbH ("MEHLER/LINDNERHOF", "we", "us") and our supplier. The Supplementary Terms of Purchase of Equipment apply as a supplement or, in the event of deviations from or contradictions to the General Terms of Purchasing of MEHLER/LINDNERHOF, with priority over these.

§ 2 Delivery and performance periods

- 2.1 Time points for the beginning of the delivery and performance period, handover of binding working drawings, beginning of assembly, ending of assembly, commissioning, beginning and ending of trial period are to be expressly agreed between MEHLER/LINDNERHOF and the supplier and specified in the contract, unless terms deviating from this are regulated in these Supplementary Terms of Purchase of Equipment.
- 2.2 All materials are to be procured in a timely manner that ensures punctual replacement delivery in the event of defects.
- 2.3 If the scope of supply cannot be accepted at the time desired by MEHLER/LINDNERHOF due to urgent operational reasons, the supplier shall undertake free intermediate storage for the period of two (2) months.
- 2.4 MEHLER/LINDNERHOF shall establish the prerequisites to enable unhindered commencement of assembly according to schedule. If these prerequisites are not fulfilled, the schedule shall be adapted appropriately.
- 2.5 MEHLER/LINDNERHOF is entitled at any time to request interruption of contractual fulfilment due to urgent operational reasons. The time point for resumption of contractual performance shall be determined by MEHLER/LINDNERHOF, taking account of the justified interests of the supplier.

§ 3 Scope of supply and performance

- 3.1 The supplier commits himself to ensure that the supply and/or performance provided by him corresponds to the respectively applicable laws, directives, norms and standards, in particular Product Safety Act (ProdSG), Ninth Decree of the Product Safety Act (9th ProdSV), Accident Prevention Regulations (UVV), Ordinance on Industrial Safety and Health (BetrSichV), Ordinance on Hazardous Substances (GefStoffV), regulation (EU) no. 1907/2006 (REACH), Electrical and Electronic Devices Act (ElektroG), Electromagnetic Compatibility Act (EMVG), volume 19.2 of the German Association of the Automotive Industry (VDA volume 19.2: Technical Cleanliness in Assembly - part 2), Safety Equipment Guidelines of VdS Schadenverhütung GmbH

(VdS guidelines), Guidelines of the Association of German Engineers (VDI guidelines), norms (including DIN, EN, IEC and VDE) as well as all statutory obligations regarding the export and placing on the market of the equipment (e.g. observance of requirements for assessment, labelling and packaging of hazardous goods). If the supplier is unable to observe the applicable laws, guidelines, norms and standards, he shall notify MEHLER/LINDNERHOF of this without delay. MEHLER/LINDNERHOF shall decide whether and to what extent the contractual relationship shall be continued. Failure to observe constitutes a breach of primary performance obligations on the part of the supplier.

- 3.2 The supplier shall create new, complete and functional equipment that comprises all components required for contractual use. In addition, the supplier shall provide the performance regulated in these Supplementary Terms of Purchase of Equipment.
- 3.3 Moreover, the supplier shall also ensure that the equipment is operationally safe and that all parts of the equipment are co-ordinated with one another in an economically and technically optimal manner.
- 3.4 The supplier commits himself to ensure the supply of MEHLER/LINDNERHOF with replacement and spare parts for the equipment supplied to MEHLER/LINDNERHOF for a period of at least fifteen (15) years after acceptance of the equipment at reasonable, normal commercial conditions. Should the supplier intend to discontinue production of replacement and/or spare parts for the equipment supplied to MEHLER/LINDNERHOF, this shall be communicated to MEHLER/LINDNERHOF without delay following the decision regarding discontinuation. This decision must be – subject to clause 1 – at least six (6) months prior to discontinuation of production.
- 3.5 Even where individual devices, parts, fixtures and performance are not expressly named, they are to be provided without separate billing if they are required within the specified supply performance limits for completeness of the entire equipment and its faultless function.
- 3.6 The performance of the supplier also includes the design of devices, office, warehouse, refrigeration units, sanitation, break rooms etc. including heating, industrial health and safety equipment and clothing as well as the establishment of telecommunications connections and other technical systems. The workshops and sanitation facilities of MEHLER/LINDNERHOF shall only be available to the supplier following written agreement.
- 3.7 The lines for the auxiliary supplies to be provided by MEHLER/LINDNERHOF are to be laid from the point of delivery to the point of use by the supplier, connected and later removed, in accordance with the local building regulations.
- 3.8 The supplier shall ensure an accident-free construction site and sufficient workplace lighting. The warehouse and workplaces used by the supplier are to be kept clean. Should the supplier fail to meet these obligations in spite of being asked to do so, MEHLER/LINDNERHOF may undertake or have this work undertaken at the expense of the supplier.
- 3.9 The supplier is obliged, at the request of MEHLER/LINDNERHOF, to make utility lines that he has created available to other companies for joint use, so long as this does not hinder the supplier in his work. Remuneration is to be clarified directly with the user.
- 3.10 The supplier shall undertake construction and groundwork for construction site and assembly facilities at his own expense.

§ 4 Implementation and quality assurance

- 4.1 The supplier commits himself to draft, at the latest following acceptance of the order, a description of his quality assurance system and to forward this to MEHLER/LINDNERHOF in good time for inspection and approval. The supplier shall also include his subcontractors and sub-suppliers in the system. The interfaces are to be displayed and defined. The description shall summarise how and by whom the requirements for the order are to be fulfilled and confirmed as having been fulfilled.
- 4.2 The supplier shall provide MEHLER/LINDNERHOF with the name of a qualified co-ordinator for the undertaking of the quality assurance measures.
- 4.3 MEHLER/LINDNERHOF reserves the right to participate in inspections and measurements. For this purpose, MEHLER/LINDNERHOF and the third parties assigned by MEHLER/LINDNERHOF shall have access to the workplaces, workshops, storage rooms and other premises where the contractual performance is provided or the components designated for this are stored. On request, all documents shall be presented to MEHLER/LINDNERHOF and/or the third party assigned by MEHLER/LINDNERHOF for inspection and corresponding information provided.
- 4.4 MEHLER/LINDNERHOF reserves the right to conduct construction and assembly supervision as well as accompanying inspections. In these cases, the supplier shall ensure that MEHLER/LINDNERHOF is informed of planned night, weekend or public holiday work in good time.
- 4.5 The supplier is responsible for the implementation of the inspections stipulated in the pre-inspection documents (i.e. the specifications sheet in particular). Additional inspections require the prior written agreement of MEHLER/LINDNERHOF. The supplier shall enable MEHLER/LINDNERHOF and the third party assigned by MEHLER/LINDNERHOF to participate in the inspections ordained by the authorities or inspections otherwise agreed or provide information at the request of MEHLER/LINDNERHOF.
- 4.6 The supplier shall name to MEHLER/LINDNERHOF the persons assigned with the pre-inspection, construction monitoring, welding and inspection supervision as well as the compiling and checking of the documentation.
- 4.7 The time point of the inspections shall be communicated to MEHLER/LINDNERHOF and the inspector for domestic orders at least three (3) working days prior to the beginning of inspections, for orders abroad at least six (6) working days prior to the beginning of inspections.
- 4.8 On request, the supplier shall provide MEHLER/LINDNERHOF with evidence of which subcontractors and sub-suppliers the necessary materials have been ordered from and for which dates.
- 4.9 MEHLER/LINDNERHOF and the third party assigned by MEHLER/LINDNERHOF have the right to obtain insight into the schedule situation and degree of completion from the supplier at any time. The supplier shall oblige subcontractors and sub-suppliers to grant MEHLER/LINDNERHOF and the third party assigned by MEHLER/LINDNERHOF insight into the schedule situation and degree of completion at any time. Culpably incurred additional assembly expenses for related and subsequent assembly that are not caused by schedule postponements communicated in good time shall be borne by the supplier.
- 4.10 The supplier is obliged to inform himself adequately of the local circumstances of the place of performance and to co-ordinate the beginning of the contractually owed performance with the local construction supervision. Costs incurred by the culpable failure to observe this duty shall be borne by the supplier.

- 4.11 The supplier shall guarantee the correct selection of materials to be used, the correct realisation, the faultless function of the equipment/ component, achievement of the agreed technical performance and characteristics as well as operational suitability for continuous operation.
- 4.12 The supplier shall agree all key design and construction decisions with MEHLER/LINDNERHOF. Place and time of the co-ordinating discussions are to be communicated to MEHLER/LINDNERHOF with advance notice of fourteen (14) calendar days.
- 4.13 The supplier shall examine the materials provided by MEHLER/LINDNERHOF without delay and communicate any defects determined to MEHLER/LINDNERHOF without delay. This also applies for defects that the supplier recognises at a later point in time. Independently of this, the supplier is obliged to examine the suitability of the materials or parts provided and to notify MEHLER/LINDNERHOF in writing of any objections without delay. If the lack of suitability is due to an incorrect or incomplete specification of the supplier, the supplier shall bear all subsequent costs. MEHLER/LINDNERHOF shall assign claims for defects against suppliers/manufacturers of the materials or parts provided to the supplier.
- 4.14 The supplier shall notify MEHLER/LINDNERHOF in good time and unprompted, in writing, of the time point by which necessary decisions are to be made by MEHLER/LINDNERHOF and necessary documents provided to the supplier.

§ 5 Personnel

- 5.1 The supplier shall ensure that he has the work relating to the equipment undertaken by personnel that are qualified to provide this performance.
- 5.2 The supplier commits himself to only assign qualified, instructed personnel who have been subjected to an occupational health examination relating to the tasks to be carried out in accordance with the principles of the accident prevention and insurance association, who are hired and insured according to the statutory regulations. Corresponding up-to-date proof of qualification and examination is to be presented at the request of MEHLER/LINDNERHOF. MEHLER/LINDNERHOF is entitled to request the replacement of personnel of the supplier for cause. This applies in particular where there is justified doubt of the necessary experience or qualifications, or where industrial health and safety and/or environmental protection specifications fail to be observed. The supplier commits himself to ensure qualified replacement in such cases. The agreed performance dates and performance times are not affected by this.
- 5.3 The supplier is obliged to only change assigned personnel after taking careful account of the interests of MEHLER/LINDNERHOF. All additional expense (e.g. for familiarisation, transfer of knowledge and lost productivity) shall be borne by the supplier.
- 5.4 Assessment of persons assigned to higher qualification classes by the supplier during the contractual period shall not affect the remuneration obligations for contractual performance.
- 5.5 The supplier commits himself to release MEHLER/LINDNERHOF from all loss and costs (including costs for legal action) that result from a breach of legal norms for which the supplier or one of his employees or subcontractors are solely responsible.

§ 6 Co-operation of the parties, integrity and compliance, industrial health and safety

- 6.1 Regarding the agreed equipment, the supplier guarantees that he has comprehensive expertise and experience in the use of the equipment for the contractual purpose, on which MEHLER/LINDNERHOF may rely.

- 6.2 Integrity and compliance are of particular significance for MEHLER/LINDNERHOF. MEHLER/LINDNERHOF also places great value on social responsibility within the scope of commercial activities. This being said, the supplier commits himself to undertake all necessary measures to avoid corruption and other criminal actions and to refrain from participating neither actively nor passively in any form of bribery, breach of the fundamental rights of his employees or child labour, to assume responsibility for the health and safety of his employees in the workplace and to observe environmental protection laws (together “**code of conduct**”). The supplier shall oblige his employees and his subcontractors that he assigns in relation to the fulfilment of his contractual obligations towards MEHLER/LINDNERHOF to oblige the code of conduct. On request, the supplier shall furnish proof to MEHLER/LINDNERHOF of the obligation of his employees and subcontractors.
- 6.3 In addition to the company rules and regulations of MEHLER/LINDNERHOF, the supplier shall observe in particular the generally acknowledged safety and occupational health regulations.
- 6.4 The supplier commits himself to observe all statutory terms for the protection of the employee, in particular all, applicable for him, national terms for payment of the minimum wage and deduction of social security contributions (e.g. according to the Employee Assignment Act (**AEntG**) and the Minimum Wage Act (**MiLoG**)) as well as the terms of the accident prevention and insurance association and collective agreement terms relevant to his company. The supplier also guarantees that his subcontractors and sub-suppliers shall fulfil these requirements. On request, the supplier shall furnish proof of observance of these conditions to MEHLER/LINDNERHOF. In the event of the supplier breaching the aforementioned obligations or failing to observe the duty to furnish proof within a reasonable time period set by MEHLER/LINDNERHOF, MEHLER/LINDNERHOF shall be entitled to terminate the contract with immediate effect. The supplier shall release MEHLER/LINDNERHOF from all possible claims that could be enforced against MEHLER/LINDNERHOF due to culpable breach of the supplier or his subcontractors or sub-suppliers of the applicable national terms regarding payment of minimum wage and deduction of social security contributions as well as any other liability under statutory terms.
- 6.5 Where performance is provided in the business premises of MEHLER/LINDNERHOF, the following applies: MEHLER/LINDNERHOF records accidents in the workplace and on the way to work of its own employees and third parties providing service on its behalf. This recording serves to improve occupational safety. If a service provider assigned by the supplier or his subcontractors has an accident on the way to or from the place of performance (accident on the way to work) or at the place of performance within the scope of the agreed activity (occupational accident), the supplier shall notify the safety officer of MEHLER/LINDNERHOF on site of this and further details in writing. The above accident report to MEHLER/LINDNERHOF does not release the supplier from his existing statutory duty to report, such as duty to report to the accident prevention and insurance association.
- 6.6 Regardless of whether they are assigned to MEHLER/LINDNERHOF for an extended time, the service providers remain the organisational responsibility of the supplier or his subcontractors. Only the supplier is entitled to issue instructions to his service providers, he manages his service providers independently. The service providers do not enter into any employment relationship with MEHLER/LINDNERHOF, even where they provide their services on his premises.

§ 7 Technical documents

- 7.1 All drawings, planning, design, inspection and manufacturing documents as well as other technical documents (“**technical documents**”) are to be supplied in DIN formats and DIN scales. Technical documents that do not correspond to the required conditions may be rejected by MEHLER/LINDNERHOF without inspection. Binding general layouts are to be submitted to MEHLER/LINDNERHOF for agreement prior to

implementation. Design drawings are to be presented to MEHLER/LINDNERHOF prior to workshop implementation, on request.

- 7.2 All technical documents are to be made available to MEHLER/LINDNERHOF free of charge, in the respectively required quantity and language (in any case in the German language) and, unless MEHLER/LINDNERHOF requests otherwise, in electronic form.
- 7.3 The supplier shall ensure that all of the technical documents drawn up in the scope of contractual fulfilment are labelled according to the specifications of MEHLER/LINDNERHOF.
- 7.4 The supplier shall supply MEHLER/LINDNERHOF with the quality documentation described in the specifications in five copies.
- 7.5 The supplier shall inform MEHLER/LINDNERHOF without delay of necessary changes to technical documents, in particular of design, inspection and manufacturing documents, as well as deviations from specified manufacturing and inspection processes as well as quality characteristics.
- 7.6 Irrespective of the viewing of the technical documents by MEHLER/LINDNERHOF, responsibility for the scope of supply and performance remains solely with the supplier. All costs incurred as a result of incorrect technical documents shall be borne by the supplier, including where the associated changes do not concern his own scope of supply, and where the supplier is responsible for the inaccuracy.
- 7.7 The supplier is obliged to submit the required technical documents to MEHLER/LINDNERHOF in good time. Costs incurred due to technical documents being culpably submitted late or incorrect or incomplete technical documents shall be borne by the supplier. The supplier shall notify MEHLER/LINDNERHOF of changes to the technical documents in written form. Sending of the technical documents with revision marks is not sufficient. Costs incurred by culpable failure to observe this duty shall be borne by the supplier.
- 7.8 Documents for discussion must be presented to MEHLER/LINDNERHOF by the supplier at least two (2) working days prior to the discussion date. The supplier shall draw up minutes of each discussion and forward these to MEHLER/LINDNERHOF within ten (10) working days.
- 7.9 Following acceptance, the supplier shall draw up all technical documents as conclusive drawings for MEHLER/LINDNERHOF, taking account of all changes made and depicting the actual design. For later revision work the supplier shall provide MEHLER/LINDNERHOF with the necessary technical documents and details for orderly realisation of dismantling and assembly. At the request of MEHLER/LINDNERHOF the technical documents and parts lists required for the procurement of replacement and spare parts are to be handed over.
- 7.10 All technical documents are to be handed over without specific request at the agreed dates or in good time to ensure that construction and other works are not delayed. If these are technical documents for which a statement, decision or inspection by MEHLER/LINDNERHOF is necessary, presentation must be timely enough to allow a reasonable period for inspection and for necessary changes to be taken into consideration.
- 7.11 The supplier shall supply operating instructions and maintenance instructions for the scope of supply in the respectively required quantity (in any case, however, as ten copies) as well as in the respectively required language (in any case, however, in German) free of charge at the agreed date, at the latest, however, four (4) weeks prior to commissioning. In addition, the supplier shall also make the operating instructions and maintenance instructions for the scope of supply available to MEHLER/LINDNERHOF in electronic form within the aforementioned time period. Operating instructions and maintenance instructions are to be bindingly reworked by the supplier prior to acceptance of the scope of supply, with the findings arising from

commissioning and test operation. The timely and correct provision of the operating instructions and maintenance instructions by the supplier is an essential prerequisite for acceptance of the equipment.

§ 8 Assembly

- 8.1 Assembly comprises the ready-for-use assembly of the scope of supply, including any parts provided by MEHLER/LINDNERHOF, under the full responsibility of the supplier.
- 8.2 Assembly also includes the unloading, correct storage and transport of the scope of supply on the construction site to the place of use. In the event of limited storage options, in agreement with MEHLER/LINDNERHOF only those parts are to be stored that are required to be installed directly.
- 8.3 Prior to the beginning of assembly, the supplier shall check construction dimensions, for example for foundations, openings and room dimensions, for compliance with the drawings approved by MEHLER/LINDNERHOF and notify MEHLER/LINDNERHOF of any deviations without delay.
- 8.4 Additional costs incurred by the supplier as a result of the beginning and/or realisation of the assembly work being delayed at the instigation of MEHLER/LINDNERHOF are to be reported without delay. The supplier shall inform MEHLER/LINDNERHOF of the amount of the additional costs and furnish MEHLER/LINDNERHOF with evidence of the additional costs.
- 8.5 Assembly comprises the provision of the entire assembly personnel including management, supervisory and auxiliary personnel as well as all necessary tooling, hoisting and assembly tools, work tools and auxiliary equipment.
- 8.6 The supplier bears responsibility for the entire assembly personnel and shall name construction management and commissioning personnel prior to the commencement of the work.
- 8.7 All costs for travel and commuting, expenses, allowances and other ancillary costs for the personnel of the supplier are contained within the assembly costs.
- 8.8 Agreements are to be reached regarding the remuneration of any skilled and auxiliary workers to be provided by MEHLER/LINDNERHOF prior to the commencement of their work.
- 8.9 At the request of MEHLER/LINDNERHOF the supplier shall provide overtime, night, weekend and public holiday work to the statutorily permissible extent and obtain official permission to do so where necessary. The additional costs actually incurred shall only be remunerated by MEHLER/LINDNERHOF where this has been agreed in writing beforehand.
- 8.10 If performance of the supplier also includes work on the company premises of MEHLER/LINDNERHOF, the supplier shall report entering and driving on the company premises of MEHLER/LINDNERHOF to MEHLER/LINDNERHOF in good time and inform himself about the stipulations of MEHLER/LINDNERHOF regarding conduct on the company premises (in particular regarding instructions for third-party firms) in good time prior to entering and driving on the company premises, and shall also observe the instructions of MEHLER/LINDNERHOF personnel on the company premises. In particular, the supplier shall observe road traffic regulations. Moreover, during the course of his work the supplier shall take all precautionary measures to prevent personal or material damage. The supplier shall compensate MEHLER/LINDNERHOF and exempt MEHLER/LINDNERHOF from all loss, costs and expense caused by the work of the supplier on company premises, unless the supplier has no culpability for this.
- 8.11 To the extent that the supplier is required to undertake welding work, prior to the commencement of work the supplier shall furnish MEHLER/LINDNERHOF with the valid welding certificates or welding permits for

certified welders for employees that are to conduct the welding work. Welding work may only be commenced following presentation of the valid welding certificates or welding permits. The supplier shall be solely responsible for any delays in performance as a result of the supplier culpably failing to present welding certificates or welding permits in good time.

§ 9 Commissioning

- 9.1 The time point of commissioning is to be agreed with MEHLER/LINDNERHOF. If multiple interacting equipment parts are to be commissioned, MEHLER/LINDNERHOF or a third party assigned by MSV shall coordinate overall commissioning.
- 9.2 The supplier shall undertake commissioning of his scope of supply under his own responsibility and management. The necessary equipment and operating personnel shall be provided by MEHLER/LINDNERHOF without charge.
- 9.3 The supplier shall take account of the instructions of MEHLER/LINDNERHOF. As co-ordination of independent equipment parts requires time, the supplier shall allow an adequate amount of time for this.
- 9.4 Orderly commissioning is deemed to have been completed where the faultless function of the equipment including all safety and auxiliary features has been demonstrated in 24-hour, uninterrupted operation with the performance specified by MEHLER/LINDNERHOF and where corresponding checks have displayed no defects.

§ 10 Test operation

- 10.1 Test operation commences with the conclusion of commissioning.
- 10.2 The test operation conducted under the responsibility and at the risk of the supplier with qualified personnel of the supplier has the purpose of furnishing proof of the unlimited operational ability of the scope of supply.
- 10.3 MEHLER/LINDNERHOF shall provide the necessary equipment for test operation without charge. During the course of the test operation the supplier shall train and instruct the operating personnel of MEHLER/LINDNERHOF both theoretically and practically so that, following the ending of the test operation, they are familiar with all functions and details of the equipment as required for the independent and correct operation of the equipment by the operating personnel of MEHLER/LINDNERHOF.
- 10.4 MEHLER/LINDNERHOF is entitled to specify the daily times of operation. Any other use of the personnel of the supplier requires the prior, written authorisation of MEHLER/LINDNERHOF. In the event of MEHLER/LINDNERHOF specifying daily operational times that extend beyond the duration of one shift, the supplier shall provide the personnel for an alternate shift.
- 10.5 If errors occur during the test operation, the supplier shall rectify these at his own expense without delay.
- 10.6 The supplier shall keep a record of the progress and outcome of the test operation, to be signed by both parties. In particular, the record must provide information regarding defects determined, the current state of performance and the date for completion of contractual fulfilment.
- 10.7 Beginning and duration of the test operation shall be specified in the contract. If no beginning and/or duration of the test operation is stated in the contract and also not agreed elsewhere, the duration of the test operation shall comprise four (4) calendar weeks and begin with the successful conclusion of commissioning of the equipment.

- 10.8 The required during test operation for maintenance work and improvements by the supplier shall be calculated as interruptions, so long as no fundamental defect is present that can only be rectified with reconstruction of the equipment and that does not exceed an interruption duration of twenty four (24) hours. This work is to be reported to MEHLER/LINDNERHOF without delay. The test operation shall be extended by the interruption time caused by the supplier.
- 10.9 The test operation is interrupted and is halted where (i) the supplier requires more than three (3) interruption periods, (ii) no immediate notification of MEHLER/LINDNERHOF occurs or (iii) the entire interruption period amounts to more than twenty four (24) hours. With the abandonment of the test operation, the agreed test operation period commences again following rectification of all malfunctions.
- 10.10 MEHLER/LINDNERHOF reserves the right to extend the test operation by up to four (4) weeks at its own expense.
- 10.11 If the conclusion of the test operation is delayed due to circumstances for which MEHLER/LINDNERHOF is responsible, the parties shall amend the contract accordingly.

§ 11 Acceptance

Conducting of acceptance and acceptance certificate

- 11.1 Following successful test operation, acceptance is conducted by MEHLER/LINDNERHOF or a third party assigned by MEHLER/LINDNERHOF. The equipment is accepted when all contractual performance has been fulfilled, in particular where proof of the specific characteristics has been provided by the supplier and the supplier has provided MEHLER/LINDNERHOF with the operating instructions and maintenance instructions for the scope of supply as regulated in these Supplementary Terms of Purchase of Equipment. Acceptance is to be recorded in writing. A record of the acceptance is to be drafted using the "Acceptance Certificate" pre-printed form.
- 11.2 To the extent that proof of the specific characteristics or the complete functional readiness occurs after acceptance, this is also to be recorded in an acceptance certificate.
- 11.3 At the request of the supplier MEHLER/LINDNERHOF shall accept partial deliveries and performance if these cover an independent part or if they cannot be checked at a later time due to further implementation. A record of the partial acceptance is to be drafted using the "Partial Acceptance Certificate" pre-printed form.
- 11.4 MEHLER/LINDNERHOF is entitled to use the goods and services of the supplier prior to acceptance where urgent operational grounds necessitate this. This use in no case constitutes acceptance.
- 11.5 Lack of proof of the specific characteristics or complete functional readiness of the equipment shall not stand in the way of acceptance where this is due to circumstances for which MEHLER/LINDNERHOF is responsible. The lack of proof is to be recorded in the acceptance certificate.
- 11.6 If official decisions are required for the use of the equipment created, these shall be deemed to be prerequisites for acceptance. The existence of such a decision does not give rise to a claim for partial acceptance. If a decision is delayed or fails to be made due to reasons for which MEHLER/LINDNERHOF is not responsible, the supplier shall bear the costs that arise from this.

Acceptance tests and/or measurements:

- 11.7 MEHLER/LINDNERHOF shall grant the supplier the opportunity to examine the equipment for its orderly condition prior to the commencement of acceptance tests and/or measurements. The supplier is not authorised to replace parts of the equipment solely for the acceptance tests and/or measurements without the agreement of MEHLER/LINDNERHOF.

- 11.8 Defects determined during acceptance tests and/or measurements are to be rectified by the supplier free of charge, unless the supplier is not responsible for them.
- 11.9 MEHLER/LINDNERHOF shall bear the costs incurred for equipment required for acceptance tests and/or measurements. The supplier shall bear the costs incurred for the provision of acceptance personnel and measurement devices, including installation and removal.
- 11.10 If, in the event of dispute, a neutral assessor is required to assess the measurements and tests conducted and/or the conducting of repeat testing and/or measurements, the costs of these services shall be borne by the losing party in the dispute. The costs for own performance incurred shall be borne by each party themselves.
- 11.11 MEHLER/LINDNERHOF is entitled to provide inspectors for the acceptance tests and/or measurements at its own expense.
- 11.12 Should it become apparent during the acceptance tests and/or measurements that promised values cannot be achieved and that the supplier is subsequently required to undertake amendments or improvements to the equipment or parts thereof, the acceptance tests and/or measurements shall be repeated following conclusion of this work on request. The costs shall be borne by the supplier, including where characteristics better than the specific characteristics are achieved.
- 11.13 MEHLER/LINDNERHOF shall grant the supplier opportunity to furnish proof of the specific characteristics within six (6) months of successful test operation. In the event of acceptance tests and/or measurements not proving possible within six (6) months of successful test operation, the time period shall be extended appropriately. Acceptance tests and/or measurements are to be undertaken in agreement with MEHLER/LINDNERHOF or its appointed agents.

§ 12 Further developments, maintenance, customer service

- 12.1 To the extent that the supply of the equipment also includes an operating system, for example for the control of the equipment, the supplier commits himself to the provision of further developments (e.g. updates, upgrades) at regular intervals, whereby MEHLER/LINDNERHOF is not obliged to add these further developments. In particular, the supplier is obliged to make available to MEHLER/LINDNERHOF a free update for a newer version of the operating system where a security risk to MEHLER/LINDNERHOF exists through the operating system provided.
- 12.2 The scope of maintenance for the machine is to be quantified by the supplier. MEHLER/LINDNERHOF expects to receive low-maintenance equipment.
- 12.3 In the event of a malfunction, customer service must be available via telephone at the local rates and during the standard working hours of MEHLER/LINDNERHOF. To the extent technically possible, the supplier shall offer remote maintenance. The supplier shall also guarantee that the customer service is at the location of the equipment within 24 hours of awareness of any damage.

§ 13 Claims for defect

- 13.1 Unless otherwise specified, the statutory terms apply for the rights of MEHLER/LINDNERHOF with regard to material and legal defects in the equipment as well as other breaches of duty by the supplier.
- 13.2 The supplier shall guarantee that all goods and services provided by him, correspond in particular
- a) to the agreed characteristics, i.e. including product descriptions, agreed specification,

- b) are free from design, manufacturing and material defects,
 - c) correspond to the state-of-the-art of scientific knowledge at the time of acceptance,
 - d) correspond to the applicable statutory, official, industry-specific standards and requirements applicable to the goods and services at the time of acceptance, in particular safety relevant, environmental law, construction law, hazardous substance, hazardous material and accident prevention regulations as well as the quality assurance specifications of MEHLER/LINDNERHOF,
 - e) are suitable for the contractually agreed purpose or purpose identifiable for the supplier and
 - f) meet the requirements documented in the technical specifications and/or specifications sheet - where available.
- 13.3 The claims for defects also extend to the goods and services of subcontractors and sub-suppliers of the supplier. They also apply where MEHLER/LINDNERHOF stipulates a specific brand to the supplier for exclusive use.
- 13.4 The claims for defects are not limited by the inspections, instructions and design specifications undertaken by MEHLER/LINDNERHOF. To the extent that the supplier considers the inspections, instructions and design specifications of MEHLER/LINDNERHOF to be inappropriate, the supplier shall be obliged to notify MEHLER/LINDNERHOF of this in writing and to supply suggestions for improvement.
- 13.5 Supplementary performance is to be undertaken as soon as possible in agreement with MEHLER/LINDNERHOF. In urgent cases, this is to be undertaken in 24-shift operations at the request of MEHLER/LINDNERHOF. Should immediate supplementary performance not prove possible, the supplier shall establish a provisional solution without delay, in agreement with MEHLER/LINDNERHOF. The costs of this shall be borne by the supplier.
- 13.6 The supplier shall also bear construction-related costs, for example for dismantling, transport, assembly, planning and documentation services that are incurred during supplementary performance.
- 13.7 MEHLER/LINDNERHOF is entitled, at the expense of the supplier, to undertake supplementary performance itself or by third parties if the supplier fails to meet its duty to undertake supplementary performance within a reasonable time period stipulated by MEHLER/LINDNERHOF. Liability for defects is not affected by this, unless the work is carried out in an unprofessional manner. MEHLER/LINDNERHOF shall be entitled to the same rights if continuous operation is not possible, the supplier is unable to furnish proof of the complete functional readiness of the equipment within the limitation period, although MEHLER/LINDNERHOF has created the prerequisites for the furnishing of proof. If supplementary performance on the part of the supplier fails or cannot reasonably be expected of MEHLER/LINDNERHOF (e.g. due to particular urgency, risk to operational safety or the threat of disproportionate damage), no period is required to be set; we shall communicate such circumstances to the supplier without delay, where possible in advance.

§ 14 Limitation period

The limitation period comprises three (3) years, calculated from the day of acceptance, so long as the law does not stipulate a longer period.