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hereinafter referred to as "STIHL"

General Terms of Purchase of ANDREAS STIHL AG & Co. KG for the Provision of Construction Works, Building Services Equipment and Installations

Provision of the aforementioned services for ANDREAS STIHL AG & Co. KG, Waiblingen (hereinafter referred to as STIHL) by the supplier shall be governed solely by these terms.

1 Order of priority

- 1.1 The following shall apply for the nature and scope of the mutual performances in the following order of priority:
- the legal and technical terms / provisions of the purchase order from STIHL together with its attachments
 - the performance specification stated in the purchase order including the documentation on which it is based (drawings, samples, plans)
 - The General Terms of Purchase of ANDREAS STIHL AG & Co. KG for Provision of Construction Works, Building Services Equipment and Installations consisting of:
 - these terms
 - the General Terms of Purchase for Capital Goods and Services, last revised in May 2009
 - the plant regulations for outside companies
 - all technical regulations pertinent to the project that is the subject matter of the contract and subject-specific guidelines including the standards of the German Institute for Standardization and the European specifications in the version valid at the time of conclusion of the contract
 - the Accident Prevention Regulations of the Accident Prevention and Insurance Association of the Construction Industry as well as the valid occupational health and safety regulations.
- 1.2 If the contract is simultaneously based on plans in addition to a list of supplies and services or a performance specification, the plans shall have priority in the event of a contradiction. For the rest, in the event of contradictions between the documents named in Clause 1.1, said documents shall apply in the stated order of priority.

2 Offer

- 2.1 The supplier shall abide exactly by the performance specification and the text of the cover letter accompanying the offer. If the offer deviates from the purchase order, then this must be pointed out explicitly in the cover letter.
- 2.2 By submitting the offer, the supplier declares that it was possible to determine the prices without doubt on the basis of the available contract specifications and that the supplier had an opportunity to find out about the local circumstances and the feasibility of the performances, in particular with regard to engineering, scheduling and building law.
- 2.3 For extra-contractual additional work, the supplier shall submit a written supplementary offer including presentation of cost accounting documentation immediately after it comes to the supplier's attention. Pricing must be based verifiably on the contractual price level. The effects on the contract dates are to be indicated. Work may not commence until written confirmation by STIHL. If it proves necessary for operational reasons to carry out the work prior to confirmation, approval by STIHL's construction management shall not constitute simultaneous acknowledgement of the supplemental prices. If a supplemental offer has not been submitted yet when the work is carried out, this must be submitted later within 5 working days.

3 Regulations / modalities for execution and performance

- 3.1 The supplier shall take into account the acknowledged rules of engineering and the respectively valid legal and official regulations at the place of construction. In particular, the supplier shall comply with the regulations and rules of the Accident Prevention and Insurance Associations, the "General Regulations" BGVA 1 as well as the generally acknowledged principles of safety engineering and industrial medicine.
- 3.2 Machines and technical working equipment shall be delivered in accordance with the Machinery Directive with a user manual and a declaration of EU conformity. Moreover, they must comply with the standards listed in Indexes A and B of the "General Administrative Regulation regarding the Act on Technical Working Equipment" as well as other rules with safety engineering content and the regulations and rules of Accident Prevention and Insurance Association. Preferably working equipment with the CE symbol shall be delivered. If an approval mark has not been awarded, then compliance with the aforementioned regulations must be proven upon demand by STIHL.
- 3.3 Execution must only be based on documentation that STIHL has identified and approved as intended for execution. The supplier shall review plans, drawings, calculations and other documentation that is provided to the supplier for completeness and conformity with the contract. Any discrepancies and / or discovered or suspected defects / errors shall be reported to STIHL immediately. If the supplier fails to fulfill this obligation, then the supplier cannot derive any additional claims or an extension of the contractual construction period from this.

- 3.4 If it is intended to deviate from contractual stipulations regarding quality standards for makes and materials, the equivalence of the substitute intended for this must be proven by the supplier and a written release must be obtained from STIHL.
- 3.5 STIHL has the right to monitor that work is being performed in accordance with the contract. The persons authorized by STIHL shall be permitted and enabled to access and inspect the building site at any time. Additionally, the client is authorized, without prejudice to the building site management which the supplier is entitled to exercise, to make arrangements that are necessary for performance of the work in accordance with the contract. If the supplier holds STIHL's orders to be unjustified or inexpedient, then the supplier shall assert supplier's doubts, but shall nevertheless carry out the orders upon demand, provided and to the extent that statutory or official regulations do not stand in the way.
- 3.6 Before work commences, the supplier shall designate a project manager who shall be available to STIHL as a constant contact person and obtains the information that is necessary for execution of the work from the supplier as well as seeing to it that decisions at the supplier's that are necessary for the progress of the work are made in writing. Additionally, the supplier shall designate one or several deputies of the supplier's project manager. Replacement of employees used in the project by the supplier must be approved by STIHL in writing in advance. STIHL is not entitled to refuse such consent without reason.
- 3.7 If the supplier has doubts about the intended type of execution, the quality of substances / materials provided by STIHL, or the performance of other contractors, then the supplier shall notify STIHL of said doubts immediately in writing.

4 Supplier's ancillary services

The contractual services that are paid for with the uniform prices or lump-sum remuneration encompass, in particular, unless otherwise recorded in the performance specification, the following ancillary services:

- 4.1 Unloading, storage, safekeeping and supervision of the materials and parts delivered by the supplier including temporary storage and collection if necessary. Cleaning and stacking of packaging or removal of the same from the building site to an approved facility including any fees that may be incurred.
- 4.2 All protection work and preventive measures of the own trade against water, flooding, ground water and seepage, frost and other effects of the weather.
- 4.3 Protection of the building site against unauthorized entry, in particular surveillance and safeguarding of the site's accommodations, work equipment, work clothes etc., used by the supplier or the supplier's subcontractors, even if these objects are on STIHL premises.
- 4.4 The correct sorting according type, legally required removal and expert disposal of the packing material and rubble that accumulates from the work as well as cleaning of the green areas.
- 4.5 Keeping the own building site tidy including snow and ice removal. Measures for the prevention of avoidable environmental pollution and noise abatement as well as cleaning for the handing off of the performance and the construction site in a well-swept and/or clean state.
- 4.6 Facilities for maintaining traffic on all service roads, ways, tracks, etc. leading to the building site, in the form of detours and the like in accordance with official regulations and orders.
 - 4.6.1 Maintenance during the construction period and restoration of service roads, ways, detours, etc. to their original state.
 - 4.6.2 Satisfaction of all third-party claims for compensation arising from failure to comply with these regulations and orders. This also applies to public streets and ways.
- 4.7 If requested by STIHL: The keeping of a construction journal including the necessary documentation. At a minimum, the construction journal must contain the following daily entries:
 - Construction stoppage reports made
 - Temperature (at least in the morning and in the afternoon)
 - Weather situation
 - level measurements, if applicable
 - Start and end of work
 - Personnel level, specified by trade
 - Summary of daily performance (also for subcontractors)
 - Visitors
 - Accidents
 - Heavy and specialized machinery used.Two copies shall be provided to STIHL.
- 4.8 The supplier's cost of training STIHL personnel in operation and servicing of facilities delivered and/or installed by the supplier.
- 4.9 Hiring a third party as a subcontractor is permitted only with the prior written consent of STIHL.

- 4.10 The supplier represents and assures that neither the supplier nor its subcontractors employ workers without valid and proper employment papers. The supplier undertakes to keep copies of the employment papers (social insurance identity card, work permit, residence permit) constantly on file at the building site. The site manager has the right to verify the existence of the employment papers at any time.
- 4.11 The removal of the surface and subterranean parts of the building site equipment. After completion of the construction work, the supplier shall vacate the building site immediately, at the latest, however, after acceptance of the contractual performances by STIHL. If the supplier (or the supplier's subcontractor) fails to heed the request to vacate the building site, then STIHL can have the building site vacated on its own, at the supplier's expense, after setting a reasonable grace period.

5 Additional obligations of the supplier for which the supplier is owed no compensation

- 5.1 The supplier is obligated to inform building site staff of the fact that carrying out work in the vicinity of energized parts of factory equipments is prohibited except with the prior approval and under the constant supervision of a representative of STIHL. This supplier must wait for the representative to arrive before commencing with this work. The representative's instructions must be obeyed at all times.
- 5.2 Upon demand by STIHL, the supplier, as far as this can be reasonably expected of the supplier when taking into account all interests of the affected parties, shall allow other companies to also use the supply and waste disposal lines laid by the supplier and not dismantle them until permission to do so is given by STIHL construction management. If, at STIHL's request, extended provision of the lines becomes necessary after acceptance of the supplier's performance, this shall be compensated separately.
- 5.3 If STIHL uses a health and safety coordinator, the supplier shall carry out the necessary preparatory work and obey the health and safety coordinator's instructions on the building site.

6 Delivery time, implementation and completion dates

- 6.1 The dates of delivery or performance stated in the purchase order are binding. The supplier is obligated to notify STIHL in writing immediately if circumstances occur or come to the supplier's attention from which it follows that the contracted date cannot be met.
- 6.2 The supplier can only plead the defense of lack of documentation that was to be delivered by STIHL if supplier did not receive said documentation within a reasonable period of time despite a written warning.
- 6.3 The supplier is entitled to partial deliveries/ partial performance only with the written consent of STIHL, as far as these are not a result of the nature of the service to be performed.

7 Price bases

- 7.1 The prices are binding and, saving an express agreement to the contrary, are stated including delivery of all necessary building materials carriage paid to the place of use, wages, wage bonuses, provision of all necessary equipment and hoists, tools, devices, machines, portable construction site buildings, etc. Packing charges shall be included in the prices.
- 7.2 The prices are net fixed prices taking into account all reductions and surcharges and shall also be itemized separately according to labor costs and costs of materials for supplemental offers if so requested. They are also valid for identical or equivalent deliveries of other parts, even if they are only included for a specific part in the list of supplies and services.
- 7.3 As a rule, price increases or subsequent charges, in particular those based on increases incurred in wages and the price of materials, are ruled out.
- 7.4 If uniform prices are agreed to, then these contain, in particular:
- 7.4.1 Provision of the responsible supervisory staff with appropriately qualified experts.
- 7.4.2 The cost of performing remaining work at a later date.
- 7.4.3 If not included in special line items of the list of supplies and services: construction site overheads, in particular salaries, releases, travel expenses, further the expense of operating an office at the building site, telephone charges, passenger car expenses, non-wage labor costs of all kinds, such as road tolls, money for trips to and from the construction site, weekend journeys home, and accommodations for non-local employees, etc.
- 7.5 If the subject matter of the contract is executed in modified form and/or quality, the prior written consent of STIHL is required for this. A change in the price and delivery time agreement cannot be derived from said consent.
- 7.6 No compensation shall be paid for unauthorized supererogation by the supplier. No explicit objection by STIHL is required during acceptance. Hourly wage work is only acknowledged if there is an explicit written order from STIHL's local construction management. The hourly wage reports shall be drawn up separately for every working day and must contain the following information: Last name, first name and qualification of the employee, hours worked, time and place of work, type of work performed, type and quantity of materials processed, tools and equipment used.

8 Acceptance

- 8.1 There shall be a formal acceptance for which application must be made to STIHL in writing. A fictitious acceptance is ruled out.

- 8.2 Nevertheless, the supplier's performances shall be deemed to have been accepted if, despite application in writing by the supplier, more than eight weeks pass without acceptance having taken place for reasons for which STIHL is responsible.
- 8.3 Use of the performance for operational reasons already before approval shall not constitute acceptance of the performance.
- 8.4 All performances shall be accepted only after completion of the overall contractual performance, including remedying of substantial defects about which complaints have already been made, and after handing over of the documentation necessary for operation.
- 8.5 Defects detected during acceptance are defects in performance and not defects covered by warranty.
- 8.6 A contractual penalty that has been agreed to can be claimed even if STIHL does not expressly reserve the right to do so when accepting the late performance. A contractual penalty that remains to be paid shall be deducted from the final invoice.

9 Warranty, Liability

- 9.1 The warranty for buildings is five years from acceptance of the overall performance. The warranty obligation for lamps is 6 months, for seals on roofs and parts of a building that touch the ground, the warranty obligation is 10 years. Divergent statements in acceptance certificates have no legal force.
- 9.2 The supplier expressly assumes full liability for supplier's deliveries and services, even if the supplier is not the manufacturer.

10 Insurance

- 10.1 The following minimum insured sums shall apply for the insurance obligation stipulated in the general section:
 - a blanket amount of 2,500,000 Euro for personal injury, property damage and financial losses
- 10.2 The supplier's liability is not limited by the conclusion of insurances and the preceding sums insured.

11 Power of representation

Persons entrusted by STIHL with planning and or supervisory tasks have no general power of representation vis-à-vis the supplier.