

**General Purchasing Conditions of DINOL GmbH, Pyrmonter Straße 76,
32676 Lügde, Germany (“DINOL”)**

I. Scope

(1) These general purchasing conditions (“Purchasing Conditions”) apply to all business relationships with business partners and suppliers (“Supplier”) of DINOL with regard to the delivery of moveable items (“Goods” or “Product(s)”) and/or services, regardless as to whether the Supplier provides the service itself or buys from vendors. The Purchasing Conditions only apply if the Supplier is an entrepreneur (as per Section 14 of the German Civil Code; “BGB”), a legal entity under public law or a special asset.

(2) The applicable version of the Purchasing Conditions shall also apply as a framework agreement for future contracts governing the sale and/or supply of moveable items and/or services from the same supplier, without DINOL having to refer to it again in each individual case; the current version of the Purchasing Conditions can be found at www.dinol.com or www.dinitrol.com.

(3) These Purchasing Conditions apply exclusively. Any deviating, contradictory or additional General Terms and Conditions of Business issued by the Supplier shall only be deemed contractual components if and insofar as DINOL has explicitly agreed in writing that they apply. This approval requirement applies in all cases, including, for example, if DINOL accepts its deliveries unconditionally in knowledge of the Supplier’s General Terms and Conditions.

(4) Individual agreements made on a case-by-case basis with the Supplier (including subsidiary agreements, supplements and amendments) take precedence over these Purchasing Conditions. A written agreement or written confirmation from DINOL shall be decisive for the content of such agreements.

(5) Lawful declarations and notifications that the Supplier needs to make to DINOL after the conclusion of the agreement (e.g. releases, reminders, declaration of withdrawal) must be made in writing in order to be effective.

(6) All indications of the application of legal regulations are provided exclusively for the purpose of clarification. The legal regulations therefore also apply without such clarification, insofar as they are not amended directly or expressly excluded in these Purchasing Conditions.

II. Conclusion of Contract

(1) An order from DINOL shall begin to apply as binding upon written declaration or order confirmation at the earliest. DINOL can withdraw orders free of charge, insofar as DINOL does not receive the Supplier’s order confirmation within one week. Deliveries for which no written orders have been placed are not recognised. Silence on the part of DINOL in response to quotes, requests or other declarations from the Supplier shall only apply as consent where this has been explicitly agreed in writing. The Supplier must inform DINOL immediately of obvious errors (e.g. writing and calculation errors) and/or incomplete orders or missing order documents so that they can be corrected or completed; otherwise the agreement shall be regarded as not having been concluded.

(2) Insofar as it is not necessary for the Supplier to make any changes to the order with regard to the quantity, price or delivery deadline, DINOL in principle waives the right to receive

a written order confirmation. At DINOL's explicit request, the Supplier shall also undertake to confirm the order in writing within a period of one (1) week or to execute it immediately and without reservation.

Amended or delayed acceptance shall be regarded as a new quote and always require acceptance by DINOL. The same shall apply for acceptance in the event of expansions, restrictions or other changes.

(3) The Supplier's quotes, designs, samples and templates are free of charge for DINOL. At DINOL's request, they will be withdrawn immediately by the Supplier at the Supplier's own expense.

III. Delivery Deadline and Default of Delivery

(1) The delivery deadline specified by DINOL in the order is binding. The Supplier undertakes to inform DINOL in writing immediately if it is foreseeable that agreed delivery deadlines cannot be met, specifying the expected delay and the reasons behind it. Partial deliveries and deliveries may only be made before the agreed delivery deadline, with the prior written approval of DINOL.

(2) If the Supplier does not provide its service or fails to do so within the agreed delivery deadline, or if the Supplier is in default, DINOL's rights – especially with regard to withdrawal and compensation for damages – shall be determined in accordance with the legal provisions.

(3) DINOL's delivery claim shall only be excluded if the Supplier, at DINOL's request, pays full compensation instead of completing delivery. Acceptance of the delayed delivery does not represent a waiver of claims for compensation or contractual penalties.

IV. Delivery, Transfer of Risk, Delay in Acceptance, Packaging

(1) If no agreement to the contrary is made on a case-by-case basis, deliveries shall be "carriage paid" (DDP destination in accordance with INCOTERMS 2010) to the location specified in the order. If the destination is not specified and no agreement to the contrary is made, the delivery must be made to DINOL's registered office in Germany, 32676 Lügde. The destination is also the place of fulfilment (debt to be discharged at creditor's domicile).

(2) The delivery must take place in accordance with the applicable version of DINOL's supplier guidelines; the current version of the supplier guidelines can be found at www.dinitrol.com.

(3) The risk of accidental loss and accidental deterioration of the Goods shall transfer to DINOL upon handover to the place of fulfilment. Should acceptance be agreed, this shall be decisive for the transfer of risk.

(4) The legal provisions shall apply for the onset of the delay in acceptance by DINOL. The Supplier must also expressly offer DINOL its services if a specified or specifiable calendar time has been arranged for action or involvement on the part of DINOL. If DINOL is in default of acceptance, the Supplier may request compensation for its additional expenses in accordance with the legal provisions.

V. Information Duties, Subcontractors, Minimum Wage

(1) The Supplier must inform DINOL promptly by means of written notification of any changes in manufacturing processes, changes in materials or supplier parts for products or services, changes in production sites, changes in the procedures or facilities used to inspect parts, or any other quality assurance measures. Insofar as is necessary, DINOL shall be entitled to check whether the changes in question could have disadvantageous effects on the product. Upon request, the Supplier must provide the necessary documents and facilitate audits to the extent required in order for DINOL to

do this.

(2) The use of subcontractors, freelance employees, sub-suppliers and other third parties (hereinafter jointly referred to as “Agents”) who are not employees of the Supplier in connection with the provision of services owed to DINOL must be communicated to DINOL in writing. In its relationship with the Agent, the Supplier must ensure contractually that all performances are executed completely and properly, that DINOL is able to thoroughly check that the services are provided properly by means of the relevant documentation and regular audits, and that the obligations arising from the contractual relationship with DINOL also apply in the relationship with the Agent.

(3) Agents shall be regarded as vicarious agents of the Supplier. Any losses, delays, disruptions, deficient service or other errors in deliveries and services caused by Agents shall not release the Supplier from its obligation to provide services under the contract concluded with DINOL, regardless of the basis for said losses.

(4) If the Supplier or an Agent is required to provide services on DINOL’s premises, the Supplier shall ensure that the external company agreement presented by DINOL for the provision of services is signed and that both this external company agreement and the remaining provisions of the works agreement are fully observed by the individuals in question.

(5) The Supplier hereby guarantees that it shall always and promptly pay its employees and other beneficiaries at least the statutory minimum wage for their work for DINOL. The Supplier undertakes to demonstrate compliance with this obligation at DINOL’s request – potentially repeatedly and regularly. DINOL is entitled to review compliance with the obligation to pay minimum wage by inspecting the books in the Supplier’s premises at any time with prior warning, or by arranging for such an inspection to be carried out by a person contractually required to maintain confidentiality.

(6) Insofar as they are subject to the German Minimum Wage Act (Mindestlohngesetz; MiLoG), the Supplier must contractually oblige its Agents to pay minimum wage, and must conduct regular and appropriate checks to ensure compliance with this obligation. The Supplier must ensure that its Agents subject their own agents to the same obligations and checks accordingly.

(7) The Supplier undertakes to exempt DINOL from all claims and costs resulting from claims made under Section 13 of the MiLoG due to non-payment of the minimum wage to the employees of the Supplier and the employees of Agents.

(8) If the Supplier culpably violates an obligation from Paragraphs (6) to (7), DINOL shall be entitled to demand a contractual penalty, waiving objection of continuation of offence. The contractual penalty is 5,000.00 EUR for violations of Paragraph (5), and 2,500.00 EUR for violations of paragraphs (6) and (7).

VI. Prices, Invoices, Payment Terms, Set-off and Retention

(1) The price stated in the order is binding. All prices are exclusive of statutory value added tax, even where this is not separately stated. This also applies for any ancillary services to be provided by the Supplier.

(2) Unless agreed otherwise in individual cases, the price includes all services and ancillary services to be provided by the Supplier as well as all ancillary costs (e.g. proper packaging, customs, income duty, and transport costs including any transport and liability insurance).

(3) The original version of invoices must be sent to DINOL, specifying the invoice number, order number, quantity, price and other identifying features (esp. DINOL item number). The invoices are to be sent separately from the delivery of Goods. In the event of deliveries from regions outside the

EU Customs Union, a copy of the invoice or a pro forma invoice must be enclosed with the Goods delivery.

(4) Provided that no individual payment conditions have been specified, payments shall be made, at DINOL's discretion, within 8 days less a 3% discount, within 14 days less a 2% discount, or within 30 days net of receipt of Goods and the invoice. In the case of bank transfers, the payment shall be deemed to have been made promptly if the transfer order from DINOL is received by DINOL's bank before the expiry of the payment deadline; DINOL is not responsible for delays on the part of the banks involved in the payment process. Payment is subject to inspection of the invoice.

(5) DINOL shall not pay any maturity interest. The default interest amounts to five (5) percentage points above the base rate per year. The legal provisions shall apply for the onset of default by DINOL. However, a written reminder by the Supplier is required in all cases.

(6) DINOL shall have rights of set-off and retention, as well as the right to object to the non-fulfilment of the contract, to the extent provided for by law. In particular, however, DINOL shall be entitled to withhold any payments due insofar as it has claims for incomplete or faulty performances against the Supplier.

(7) The Supplier shall only have a right of set-off or retention in the event of lawfully determined or undisputed counterclaims.

VII. Reservation of Title and Provision

(1) The assignment of the goods shall occur unconditionally and regardless of the payment of the price upon handover of Goods to DINOL. However, in individual cases where DINOL accepts from the Supplier a quote for assignment that is subject to the payment of the purchase price, this retention of title shall lapse upon the payment of the purchase price for the delivered goods at the latest. Any prolonged or expanded reservation of title by the Supplier is excluded.

(2) The processing, mixing or combination of objects supplied by DINOL shall be performed for DINOL by the Supplier. The Parties hereby agree that DINOL shall assume co-ownership of the products produced using the objects provided relative to the proportion of the value of the overall product made up by the provisions; the products in question shall be reserved for DINOL until the time of handover by the Supplier.

(3) DINOL reserves ownership and copyright on orders and contracts issued by DINOL and drawings, illustrations, calculations, descriptions and other documents provided by the Supplier. The Supplier is not permitted to make these accessible to third parties, nor to have them used or copied themselves or by third parties, without the explicit consent of DINOL. The Supplier must return these documents to DINOL in full at DINOL's request if they are no longer required for normal business or if negotiations do not lead to the conclusion of a contract. In such cases, any copies of these documents made by the Supplier must be destroyed; the only exceptions to this requirement shall be documents stored in accordance with legally required retention periods and the storage of data for security purposes during the course of normal data backups.

(4) Any tools, devices or models that DINOL supplies to the Supplier, or that are made for contractual purposes and are charged to DINOL separately by the Supplier, shall remain or become the property of DINOL. The Supplier must mark them clearly as the property of DINOL, store them carefully, keep them safe from damage of any kind, and use them solely for contractual purposes. Unless agreed otherwise, the costs of their storage and repair shall be shared 50/50 by the Parties. Insofar as these costs are the result of defects in the objects manufactured by the Supplier or the improper use of said objects by the Supplier, its employees or other vicarious agents, they must be borne solely by

the Supplier. The Supplier shall notify DINOL immediately of all damage to these objects that is not insignificant. Upon request and if it no longer requires them to fulfil the contracts concluded with us, the Supplier shall be obliged to pass the objects on to DINOL in a proper condition.

VIII. Confidentiality, Documents and Reference

(1) Insofar and to the extent that its is not demonstrably publicly known, all business or technical information made accessible by DINOL must be kept confidential from third parties and, in the context of the Supplier's own business operations, must only be supplied to individuals who need to be brought in for the purpose of delivery to DINOL and who are also contractually required to maintain confidentiality.

(2) DINOL retains ownership of and copyrights on all documents given to the Supplier by DINOL in order to satisfy an order, in particular drawings, illustrations, drafts, calculations, descriptions, plans, models, templates, technical specifications, data carriers, other correspondence, tools, parts and materials. Such documents and tools are only permitted to be used for the purpose of contractual performance, and must be returned to DINOL in full (including any copies or records made) following fulfilment of the contract. Products that are produced on the basis of DINOL's documents and tools must not be used by the Supplier itself or offered or supplied by the Supplier to third parties.

(3) Technical documents, documents, drawings, diagrams, schemes, graphics, photographs, layout templates and other documentation made by the Supplier – be they on data carriers, in printed form or in the form of materials to prepare for printing or go to print – shall become the property of DINOL upon handover, as shall all templates, tools, materials and other equipment. Furthermore, DINOL shall acquire all property, usage and exploitation rights to all of the aforementioned copyrightable works, to the extent permitted by law. No separate remuneration shall be paid by DINOL for the transfer of the aforementioned rights; this is fully included in the prices stated in the orders.

(4) Without explicit written consent in advance, the Supplier is forbidden from naming DINOL or the business relationship between suppliers and DINOL as a reference in any way.

IX. Deficient Delivery

(1) Unless otherwise agreed below, DINOL's rights with regard to material defects and defects of title in the goods and other violations of duties by the Supplier shall be subject to the legal regulations.

(2) In accordance with the legal regulations, the Supplier shall bear particular liability for the Goods having the agreed properties. In all cases, those product descriptions that are the subject of the relevant agreement regarding properties or that were included in the agreement in the same way as these Purchasing Conditions – especially those named or referred to in DINOL's order – shall constitute agreements on the properties. It makes no difference in this case whether the product description is provided by DINOL or the Supplier.

(3) In deviation from Section 442(1)(2) of the German Civil Code (BGB), DINOL shall have unlimited entitlement to claims for deficiencies in cases where, as a result of gross negligence, the deficiency in question remained unknown upon the conclusion of the agreement.

(4) The legal provisions (Sections 377 and 381, German Commercial Code; "HGB") shall apply with regard to the commercial duty to examine and give warning, with the following conditions: DINOL's duty to examine shall be limited to such defects as are evident upon external examination (including delivery papers) performed by DINOL as part of the incoming goods inspection and the spot-check quality control performed by DINOL (e.g. transport damage, incorrect and incomplete deliveries).

There is no duty to examine in cases where acceptance is agreed. In general, this depends on the extent to which an examination is feasible based on the circumstances of the individual case and in accordance with the proper course of business.

This does not affect the obligation to report any defects discovered at a later date. In all cases, the report of a defect by DINOL shall be regarded as having been made immediately and on time if it reaches the Supplier within 10 calendar days.

(5) The costs incurred by the Supplier for the purpose of inspection and improvement (including any potential dismantling and assembly costs) shall be borne by the Supplier itself, even if it should transpire that no defect in fact existed. This does not affect DINOL's liability for compensation in the event of unjustified requests for defect rectification; in this respect, DINOL shall only be liable if DINOL recognises – or failed through gross negligence to recognise – that no defects were present.

(6) Should the Supplier fail to comply with its obligation for supplementary performance – by either rectifying the defect (repair) or supplying a flawless object (replacement delivery), at DINOL's discretion – within an appropriate deadline set by DINOL, DINOL can rectify the defect itself and request compensation or a corresponding advance payment from the Supplier for the associated expenses. If supplementary performance by the Supplier fails or does not represent a feasible solution for DINOL (e.g. due to particular urgency, impairment of operational safety or the threat of onset of unreasonable damage), it is not necessary to set a deadline; DINOL shall inform the Supplier immediately of such circumstances, where possible in advance.

(7) If the Supplier satisfies its supplementary performance obligation by means of a replacement delivery, the limitation period for the delivery of the replacement Goods shall start again, unless the Supplier has expressly and applicably reserved for the supplementary performance that the replacement delivery only take place as a goodwill gesture, to avoid disputes or in the interest of continuing the supplier relationship.

(8) Otherwise, DINOL shall be entitled to reduce the purchase price or to withdraw from the contract in the event of a defect of title or legal defect. Furthermore, DINOL shall be entitled to compensation for damages and expenses in accordance with the legal provisions.

(9) Insofar as DINOL-branded products are legitimately returned by DINOL or are not accepted by DINOL, the Supplier must destroy these products and must not sell them on to third parties. For each case of infringement, excluding the continuation of offence, a contractual penalty equal to double the value of the Goods and of a minimum of 15,000.00 EUR shall apply.

X. Supplier Regress

(1) The legally specified regress claims from DINOL within a supply chain (supplier regress in accordance with Sections 478 and 479, BGB) shall be owed to DINOL without restriction in addition to the claims for defects. In particular, DINOL is authorised to request from the Supplier the precise type of supplementary performance (repair or replacement delivery) that DINOL pays to their acceptor in the case in question. This does not restrict DINOL's statutory right of choice (Section 439(1), BGB).

(2) Before DINOL recognises or satisfies a defect claim asserted by its acceptor (including compensation for expenses in accordance with Sections 478(3) and 439(2), BGB), DINOL shall notify the Supplier and request a written statement with a brief summary of the matter. If the statement is not made within an appropriate deadline and if no mutually satisfactory solution can be found, the claim for defects actually asserted by DINOL shall be regarded as owed to its acceptor; in this case, the Supplier undertakes to provide evidence.

(3) DINOL's claims under Paragraph 1 shall also apply if the goods have been further processed further by DINOL a customer of DINOL before being sold on to a consumer, e.g. by means of installation.

XI. Product Liability and Insurance Obligation

(1) In the event of claims being asserted against DINOL on the basis of product liability, the Supplier is obliged to release DINOL from such claims insofar as the damage in question is caused by a defect in the Goods delivered by the Supplier. In cases of fault-based liability, however, this shall only apply if the Supplier is at fault. Insofar as the cause of the damage falls within in the Supplier's sphere of responsibility, the Supplier must demonstrate that it is not at fault.

(2) As part of its exemption obligation, the Supplier shall assume all the costs and expenses that arise from or in connection with a third-party claim, including recall actions initiated by DINOL. Prior to a recall action,

DINOL shall inform the Supplier, facilitate sufficient cooperation with it and discuss with it the best way to ensure efficient execution; this is not necessary insofar as the notification or involvement of the Supplier is not possible due to particular urgency.

(3) Otherwise, the Supplier shall also be liable for any damage that DINOL incurs as a result of appropriate precautionary measures to protect against claims from non-contractual liability that are primarily the responsibility of the Supplier (e.g. public advertising measures).

(4) This shall not affect any further legal claims.

(5) During the contractual relationship with DINOL, the Supplier must always maintain sufficient product liability insurance at the Supplier's own expense. Upon request, the Supplier must provide DINOL with evidence of the conclusion and status of product liability insurance.

XII. Property Rights

(1) In accordance with Paragraph 2, the Supplier shall ensure that the products it delivers do not violate any third-party property rights in countries of the European Union or other countries in which it manufactures products or has products manufactured.

(2) The Supplier undertakes to exempt DINOL from all claims that third parties assert against DINOL due to the violation of commercial property rights specified in Paragraph 1, and to reimburse DINOL for all necessary expenses in conjunction with such assertions. This claim shall not exist insofar as the Supplier demonstrates that it is not responsible for the violation of property rights, nor should it, in application of commercial diligence have been aware of same at the time of delivery.

(3) This shall not affect any further legal claims made by DINOL due to legal deficiencies in the products delivered.

XIII. Limitation

(1) Unless otherwise specified in the following provisions of this clause, the claims shall expire after the statutory period.

(2) Notwithstanding the provisions in Section 438, Para. 1(3) of the BGB, the standard limitation period for claims for defects shall be three years from the transfer of risk. The three-year limitation period applies accordingly for all claims arising from legal deficiencies, whereby the statutory

limitation period for tangible third-party surrender claims remains unaffected (Section 438(1)(1), BGB); claims arising from legal deficiencies shall not otherwise expire insofar as the third party is still capable of asserting the right against DINOL – especially if there is no limitation.

(3) The limitation periods in accordance with the UN Convention on Contracts for the International Sale of Goods shall apply including the above extension – to the legal extent – for all contractual claims for defects. Should DINOL also be entitled to extra-contractual claims for compensation as a result of a defect, the normal statutory limitation periods shall apply (Sections 195 and 199, BGB), providing the application of the limitation periods specified in the UN Convention on Contracts for the International Sale of Goods does not lead to a longer limitation period in the case at hand.

XIV. Export Controls and Customs

(1) The Supplier undertakes to inform DINOL in writing and as far in advance of the delivery deadline as possible of any approval requirements for its goods under applicable German, European (EU) and US trade, customs and foreign trade law, as well as the trade, customs and foreign trade law of the country of origin. When doing so, the Supplier must share the following information and data:

- > The export list number in accordance with Annex AL to the German Foreign Trade Ordinance (Außenwirtschaftsverordnung) or comparable items on applicable export lists
- > The Export Control Classification Number according to the U.S. Commerce Control List (ECCN), insofar as the Goods are subject to the U.S. Export Administration Regulations (EAR)
- > The statistical goods number (HS/KN code)
- > The country of origin (origin under trade policy/non-preferential origin); key for label of origin: D = third country/E = EU/F = EFTA
- > If the country of origin is Germany, the federal state (Bundesland) must also be specified
- > (Long-term) supplier declarations regarding preferential origin (for EU suppliers) or certificates about preferences (for non-EU suppliers)
- > All other information and data required by DINOL for import and export operations, and for further export in the event of resale

The Supplier undertakes to inform DINOL immediately and in writing of all changes to the above information and data.

(2) If the Supplier violates its obligations under Paragraph 1, it shall cover all expenses, damages and other disadvantages (e.g. additional charges for foreign import duties, fines) incurred by DINOL as a result. This shall not apply in cases where the violation of duties occurs through no fault of the Supplier's own.

XV. Compliance with Regulations, Environmental Protection

(1) The Supplier undertakes to comply with the recognised rules of technology (especially DIN norms, VDE provisions, VDI guidelines, DVGW policy) and the statutory provisions regarding product safety (especially the German Product Safety Act; Produktsicherheitsgesetz), with the internationally applicable minimum occupational standards, especially all International Labour Organisation ("ILO") conventions on employee rights, working hours and occupational protection, and with all the applicable legal and official provisions.

(2) DINOL operates an environmental management system in accordance with DIN EN ISO 14001. Environmental protection is very important to DINOL's understanding of quality. The Supplier

undertakes to comply with the applicable provisions governing environmental protection, to introduce an environmental management system in line with DINOL's environmental guidelines, and to work on permanently lowering the disadvantageous effects on humans and the environment that arise as a result of its business. The applicable version of DINOL's environmental guidelines can be found at www.dinitrol.com.

(3) Suppliers shall not, be it actively or passively, directly or indirectly, participate in any form of bribery or corruption, the violation of human rights or discrimination against their employees, forced labour or child labour. In this respect, the Supplier undertakes not to hire any employees under 15 years of age. In countries that fall under ILO Convention 138's exception for developing nations, the minimum age is reduced to 14 years.

(4) The Supplier must ensure that all officers it appoints who are in any way involved in the manufacture of products it delivers to DINOL must observe the obligations listed in paragraphs (1) to (3) above.

(5) Furthermore, the Supplier shall ensure that the products it delivers correspond with the provisions of Regulation (EC) no. 1907/2006 governing the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"). Where required under the provisions of REACH, the substances contained in the Supplier's products are pre-registered or registered after the expiry of the transition periods, insofar as the substance in question is not exempt from registration.

(6) Suppliers who have their registered office in countries outside of the EU undertake to ensure that DINOL does not act as importer; for this reason and in accordance with Art. 8 of REACH, the Supplier shall appoint an Only Representative ("OR") with a registered office in the EU whose name and address must be provided to DINOL. The OR undertakes all of the Supplier's registration and other obligations. Once the OR has completed pre-registration or registration, DINOL must be informed of this, specifying the registration number. In the event of a change in OR or adjustment to the OR's activities, the Supplier must inform DINOL immediately. The Supplier shall ensure that the use of DINOL is included as identified use in the registration file of the raw material manufacturer.

(7) The Supplier warrants that the products it supplies do not contain any substances on the candidate list in accordance with Art. 59(1) and (10) of REACH. The Supplier undertakes to inform DINOL immediately if, for any reason, the products it supplies contain substances from the candidate list; this applies in particular in case of an amendment/addendum to the candidate list. The Supplier shall name the individual substances in question and specify as precisely as possible the percentage they constitute of the overall mass. The Supplier undertakes to actively monitor the Candidate list of Substances of Very High Concern.

(8) If hazardous substances as per the hazardous substances ordinance or products for which the release of such substances cannot be ruled out during use are delivered, the Supplier must provide DINOL or the service provider appointed by DINOL with the data it requires to create the safety data sheet, without being asked to do so.

(9) The Supplier further undertakes to ensure that the products it delivers satisfy all the requirements of Regulation (EC) no. 1272/2008 ("CLP"). In particular, non-EU suppliers must ensure that their OR has made the notification in the classification and labelling directory in accordance with Art. 39-42 CLP.

(10) If the products delivered by the Supplier to DINOL are a construction product in accordance with Regulation (EU) no. 305/2011 (CPR), the Supplier undertakes to provide DINOL immediately and in a suitably permanent form with all the information necessary to create the declaration of performance or with the declarations of performance created by the Supplier, and to attach the CE label or have the CE label attached to these products in accordance with the applicable legal

provisions, in particular the CPR and Art. 30 of Regulation (EU) no. 765/2008. By attaching the CE label, the Supplier guarantees that the construction product in question complies with the declared service and that it observes all the applicable legal provisions in conjunction with the attachment of the CE label.

(11) The Supplier undertakes to comply with the provisions concerning conflict materials (as defined by the Dodd-Frank Act) contained in Section 1502 of the “Wall Street Reform and Consumer Protection Act” (“Dodd-Frank Act”). Should conflict materials be necessary as part of manufacture or for the function of the products supplied by the Supplier, their origin must be disclosed. Upon request, the Supplier must immediately provide DINOL and the companies affiliated with DINOL with the complete documentation required under the Dodd-Frank Act concerning the use and origin of conflict materials.

(12) In the event that the Supplier violates any of the aforementioned obligations, the Supplier must release DINOL, the companies affiliated with DINOL, and their customers from all costs, third-party claims (in particular direct or indirect claims for compensation) and other disadvantages (e.g. fines) arising from the violation of the above provision. This shall not apply in cases where the Supplier is not responsible for said violation of duties. Furthermore, DINOL is authorised to cancel the order in question immediately and to refuse to accept the corresponding delivery, without incurring costs as a result. This shall not affect any claims for compensation. A cancellation or refusal to accept does not waive any claims for compensation.

(13) DINOL is Authorised Economic Operator with the AEO C certificate. In order to keep the supply chain secure, DINOL is obliged to produce, store and load all Goods using reliable staff at secure production sites and shipment points and to protect them from unauthorised access by third parties. The Supplier and the carriers it uses are obliged to take the same measures and ensure compliance with them.

(14) The Supplier must ensure that all products delivered are legally compliant, esp. that they comply with the EU legislation concerning product safety, CLP, Transport (ADR), VOC, detergents, aerosols, biocides, RoHS, CE labelling etc. The Supplier shall provide safety datasheets (including exposure scenarios) which comply with the applicable EU legislation.

XVI. Choice of Law and Jurisdiction

(1) The Law of the Federal Republic of Germany applies to these Purchasing Conditions and all legal relationships between DINOL and the Supplier, to the exclusion of International Uniform Law, especially the UN Convention on Contracts for the International Sale of Goods. If the choice of German law is unpermitted or invalid in accordance with the provisions of the national law of the country where the Goods are located, requirements and effects of the retention of title shall be subject to the laws of the place where the Goods are located.

(2) If the Supplier is a merchant in accordance with Sections 1 et seq. HGB, a legal entity under public law or a special fund under public law, the exclusive – including international – jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the registered office of DINOL at 32676 Lügde, Germany. However, DINOL is also entitled to bring claims at the place of fulfilment of the duty to perform.

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