

EasyClean² - Contractual Provisions

The Customer, instructs Motorenfabrik Hatz GmbH & Co. KG (hereinafter referred to as "Hatz") with the performance of the following service:

(1) Option: Cleaning Diesel Oxidation Catalyst (DOC) / Cleaning the Diesel Particulate Filter (DPF)

Dismantling and packing of the DOC/DPF shall be carried out by the Customer in accordance with the assembly and packing instructions made available. Hatz will clean the DOC/DPF sent by the Customer with delivery DAP Hatz Hamburg (Incoterms 2020), taking into account manufacturer-specific specifications, by carefully removing oil, soot and ash. Dismantling of sensors or other attachments necessary to prepare the DOC/DPF for cleaning is not part of the cleaning service. After cleaning, Hatz will return the DOC/DPF to the Customer with delivery CPT Customer address (Incoterms 2020).

(2) Option: Replacement with a cleaned Diesel Oxidation Catalyst (DOC) / Diesel Particulate Filter (DPF).

In exchange for its DOC/DPF, the Customer will receive from Hatz a DOC/DPF identical in construction, cleaned in accordance with Hatz's procedure. For this purpose, Hatz will ship a replacement DOC/DPF to the Customer in accordance with delivery CPT Customer address (Incoterms 2020). Within 6 weeks after receipt of the exchange DOC/DPF, the Customer will properly pack its DOC/DPF in accordance with the packaging instructions made available and send it to Hatz using the UPS return label sent along with the DOC/DPF. For shipment, Customer shall use the packaging used by Hatz for sending the exchange DOC/DPF.

(3) Quality Control

The DOC/DPF sent in by the Customer, with clearly readable typeplates, is subject to an incoming inspection. In addition to a visual inspection with regard to externally visible damage (in particular dismantling damage, oiling, moisture or liquid damage, mechanical damage to the ceramic surface, damage to the sealing surfaces of the sensor system, damage to the housing, presence of soot on the outlet or outlet side, recognizable self-cleaning attempts), a pressure/air resistance measurement is carried out in order to determine any damage on the basis of the measured values. If the filter sent in is damaged or if it is not possible to clean the DOC/DPF again (for example, if the filter is expected to have a maximum service life of four cleanings), Hatz will inform the Customer of this immediately. Hatz may in this case:

- a. in case of a cleaning order, refuse to carry out the ordered cleaning and return the DOC/DPF to the Customer un-cleaned and charge the lump sum cost of 150.00 EUR net and retain it from the total amount paid (plus VAT), or
- b. in case of an exchange order, finally retain the security deposit. If requested, the DOC/DPF sent in by the Customer will be returned to the Customer against payment of a lump sum cost of EUR 150.00 net, otherwise it will be disposed of by Hatz.
- c. In both cases, the Customer must keep track of the frequency of previous cleanings and thus of the maximum service life. Hatz will not carry out a comparison with orders already placed in the past.

(4) Warranty

Any defects in the cleaning work which are demonstrably due to improper work will be remedied at Hatz's discretion by rectification of defects. Claims for defects become time-barred one year after the cleaned DOC/DPF has been returned or the replacement DOC/DPF has been delivered.

(5) Application of Hatz General Terms of Service

In addition to the above Contractual Provisions, the Hatz General Terms of Service (www.hatz-diesel.de/agb), which hereby become an integral part of the Contractual Provisions, shall expressly apply..

This contract and future deliveries and services are subject to the express reservation that the fulfillment of the contract is not hindered by national or international export control regulations, embargoes or other restrictions.

Motorenfabrik Hatz GmbH & Co. KG

(Date: 01.03.2021)