

General Terms and Conditions of Purchase – Non-production materials –

1. Scope

1.1 These Conditions of Purchase shall apply to all contracts regarding the purchase of goods, rights, services and works (hereinafter, “delivery”) in the area of non-production materials between Gemeinnützige Werkstätten und Wohnstätten GmbH or another member of the so-called affiliated companies (hereinafter, “GWV” or “Group”) and the supplier. The following companies are members of the Group:

- Gemeinnützige Werkstätten und Wohnstätten GmbH;
- Femos gGmbH;
- Stiftung ZENIT;
- 1a Zugang Beratungsgesellschaft mbH.

1.2 As part of a long-term business relationship regarding non-production materials between GWV and the supplier, these Conditions of Purchase shall also apply to similar future contracts, even if GWV does not separately point out the application of these Conditions of Purchase in each single case.

1.3 Terms and conditions of the supplier that conflict with, supplement or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by GWV in writing. These Conditions of Purchase shall apply even if GWV receives a delivery from the supplier without reservations while being aware of the supplier’s conflicting or deviating terms and conditions.

1.4 Agreements which supplement or deviate from these Conditions of Purchase and which are made between the supplier and GWV for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement of the written form.

1.5 Any rights beyond those provided for in these Conditions of Purchase to which GWV is entitled by law shall remain unaffected.

2. Formation of contract

2.1 Purchase orders, as well as changes or additions to purchase orders, and any other agreements made at the time of formation of the contract shall not become binding until placed or made by GWV in writing or in text form or, if purchase orders are placed orally or by telephone, until confirmed by GWV in writing or in text form. Purchase orders placed by GWV in online shops shall not require subsequent confirmation. If GWV does not respond to offers, requests or other declarations from the supplier, this shall not be deemed a legally binding declaration. To the extent that a purchase order contains obvious mistakes, misspellings or calculation errors, it shall also not be binding upon GWV.

2.2 The supplier must, without undue delay and in any case within no later than three (3) calendar days after the receipt of the purchase order, issue an order confirmation in which the price and the delivery date are expressly confirmed. This deadline is met if the order confirmation is received by GWV within the aforesaid period of time. Late acceptance by the supplier shall be deemed a new offer that needs to be accepted by GWV. If the order confirmation deviates from the purchase order, the deviations shall not be deemed agreed unless and until they are expressly confirmed in writing by GWV.

3. Delivery

3.1 Any time periods and deadlines agreed for delivery or performance (hereinafter, “delivery time”) shall be binding. Delivery periods shall commence on the day the purchase order is issued.

3.2 As for compliance with the delivery time, the following shall be decisive:

- a) where movable items (including software on DVDs or other data storage media) are purchased, the delivery of the goods to GWV (if delivery “free domicile” or DPP, as defined by Incoterms®2020, has been agreed) or (if delivery “ex works” – EXW, as defined by Incoterms® 2020, has been agreed) the timely provision of the goods at the supplier’s place taking into account the time needed to load and ship the goods, as agreed with the forwarding agent;

- b) where rights are purchased, the creation of the right for, or its transfer to, GWV, as applicable;
- c) where services are provided, the complete performance of the services ordered;
- d) where works are provided, the acceptance of the work by GWV;
- e) where software is downloaded, the point in time the software is available for download and GWV is so notified.

3.3 If it becomes apparent to the supplier that the delivery time cannot be met, the supplier must notify GWV without undue delay in writing, stating the reasons for and the expected duration of the delay. If the supplier is in default with the performance of its obligations, GWV may rescind the contract after a reasonable grace period has expired without performance of the supplier’s obligations. This shall not affect any further claims of GWV.

3.4 In the event that the supplier is in default, GWV may claim a contractual penalty in the amount of 0.5% of the net order value for each commenced week of delay, but no more than 5% of the net order value in total. This shall not affect any further claims of GWV. The contractual penalty shall be credited against the damage caused by default which the supplier is liable to compensate. GWV’s claim for delivery shall only be excluded once the supplier has paid damages in lieu of the delivery following a corresponding request from GWV. Acceptance of a late delivery shall not constitute a waiver of claims for damages.

3.5 Delivery before the agreed delivery time shall only be permitted with the prior written consent of GWV. GWV may return any goods that are delivered early at the supplier’s expense or store them at the supplier’s expense until the agreed delivery date.

3.6 Partial deliveries and excess or short deliveries are not permitted, to the extent not otherwise agreed. GWV reserves the right to recognise such deliveries in individual cases.

4. Transfer of risk; shipment

4.1 If the contract regards the purchase of movable items (including software on DVDs or other data storage media), the following provisions shall apply with regard to the transfer of risk and shipment:

- a) The supplier shall bear the risk of accidental loss or destruction or accidental deterioration of the goods until GWV takes delivery of the goods (“free domicile” or DDP, as defined by Incoterms® 2020). If the supplier is obliged to install or assemble the goods at GWV’s premises, the risk shall not pass to GWV until the goods have been put into operation.
- b) Each delivery must be accompanied by a delivery note containing the order and material number, a list of the batches supplied, a description of the goods, the quantities supplied and the weight. If the supplier fails to comply with this documentation duty, it shall be liable to compensate GWV for any resulting damage.
- c) The goods must be packed in such a manner as to avoid damage in transit. Packaging materials may only be used to the extent required for this purpose. Only environmentally friendly, recyclable packaging materials may be used.

4.2 If the contract regards the purchase of rights, the creation of the right for, or its transfer to, GWV, as applicable, shall be decisive for the transfer of risk.

4.3 If the contract regards the download of software, the point in time at which the software is available for download and GWV is so notified shall be decisive for the transfer of risk.

4.4 If the contract regards the provision of works, acceptance shall be decisive for the transfer of risk. Acceptance shall take place upon completion of the overall work and must take the form of formal acceptance. Any oral or fictitious acceptance or acceptance implied by conduct shall be excluded. Furthermore, if GWV uses the work or any part thereof because of operational necessities, this shall not replace acceptance.

5. Software, rights of use

- 5.1 For software that is included within the scope of the delivery, including the pertinent documentation, the supplier shall grant GWV a right of use as provided below:
- When providing standard software, the supplier shall grant GWV a non-exclusive, transferable right, unlimited in geographic scope and content, to use the software. If the standard software is purchased, GWV shall be granted the right of use for an unlimited period of time; if the standard software is leased, GWV shall be granted the right of use for the contractually agreed term. The right of use shall particularly include the right to use, or cause to be used, the software in connection with the installation, initial operation, testing and operation of the software and to sub-license the software to companies of the GWV Group.
 - For software developed or adjusted in accordance with GWV's individual requirements (work), the supplier shall grant GWV the exclusive, transferable right, unlimited in time, geographic scope and content, to comprehensively use and exploit such software in an unmodified or modified form, whether at GWV, any of the companies of the GWV Group or by transferring the software to third parties, regardless of whether this transfer is made for consideration or free of charge, for all known and unknown types of use, provided that the preceding provisions shall not affect the right of revocation under Section 31a German Copyright Act. The right of use shall also include the right to make, or instruct third parties to make, any changes or additions whatsoever to the software without obtaining the supplier's consent. In addition, GWV shall have the right to grant third parties simple or exclusive rights of use in respect of any or all of the rights granted to GWV, whether for consideration or free of charge, or to transfer the acquired rights in whole or in part to third parties, in each case without obtaining the supplier's consent. The supplier shall additionally be obliged to transfer ownership of the source code of the software. The source code shall include not only the mere programme code but also the documentation describing and explaining the programme code, such documentation to be of a minimum scope which allows the structure of the software and the way it works to be understood after a reasonable familiarisation period.
- 5.2 The supplier shall further be obliged to inform GWV in timely manner, at the latest when confirming the order, whether its delivery will contain open source software. For the purposes of this clause, open source software shall mean software made available by the rights holder to any user on the basis of a royalty-free licence or other contractual arrangement (e.g. GNU General Public License (GPL), GNU Lesser GPL (LGPL), Apache License, MIT License) granting the user the right to edit and/or distribute the software. If the delivery contains open source software, the supplier must provide GWV upon confirmation of the order with the following:
- the source code of the open source software used, to the extent that the applicable open source licence terms require the disclosure of this source code;
 - a list of all the open source files used, along with information about the licence applicable in each case and a copy of the complete wording of the licence;
 - a written declaration stating that the use of the open source software in accordance with the relevant terms will not result in the delivery being subject to any copyleft effect. For the purposes of this clause, "copyleft effect" shall mean the requirement under the open source licence terms that the delivery and any works derived from the delivery may only be distributed under the conditions of the open source licence terms, for example, only in conjunction with the disclosure of the source code. If the supplier does not advise GWV until after the receipt of the purchase order that its delivery will contain open source software, GWV shall have the right to revoke the purchase order within 14 (fourteen) days after receiving such notice and being provided with all the information set out in the above paragraph.
- 5.3 Any software or parts of software provided by GWV, or by third parties at the request of GWV, may only be used for the performance of the delivery or as otherwise specified by GWV and may only be passed on to those employees of the supplier who have a legitimate interest in being provided with this software. The supplier must ensure that no third parties are given unauthorised access to this software or any parts thereof.
- 5.4 In the event that the supplier creates any other work result that is protected by copyright, the supplier shall, at the time the relevant rights arise, grant GWV the exclusive, transferable and irrevocable rights of use, unlimited in time, geographic scope and content, for all known and unknown types of use (subject to the right of revocation under Section 31a German Copyright Act), as well as the sole and absolute ownership right to those work results in respect of which such an ownership right can be created and transferred. This shall, in particular, include the right to reproduce, edit and process, publish, distribute, publicly display, present or commercially exploit such work results in an unmodified or modified form. GWV shall have the right to grant sub-licences and to transfer all rights of use granted, in whole or in part, whether for consideration or free of charge, without obtaining the supplier's consent. These rights shall include any interim results, drafts and other documents and aids.
- 5.5 To the extent that any work results are created that are capable of being protected by industrial property rights, the supplier shall be obliged to so notify GWV without undue delay in writing. GWV shall be free to have these property rights registered in its own name. The supplier shall assist GWV comprehensively in doing so. The supplier shall be prohibited from carrying out a corresponding registration in its own name or in the name of a third party, or assisting any third party directly or indirectly in doing so.
- 5.6 The compensation for any rights of use granted in accordance with the preceding provisions shall be deemed fully included in the contractually agreed remuneration. No additional remuneration shall be payable in this respect.
- 6. Prices and payment**
- 6.1 The price stated in the purchase order (fixed price, hourly or daily rate) shall be binding. If the contract regards the purchase of movable items, all prices shall, unless otherwise agreed in writing, be "free domicile", duty paid (or DDP, as defined by Incoterms@2020), including packaging and further including any incidental costs.
- 6.2 The statutory VAT is not included in the price stated and shall be stated by the supplier separately when issuing the invoice, in the amount then applicable.
- 6.3 Travel expenses, if any, will not be paid separately and shall be deemed included in the price stated in the purchase order. Travel expenses shall only be reimbursed separately if this has been expressly agreed in writing. In this case, the supplier shall be obliged to keep the travel expenses to a minimum. Except to the extent otherwise agreed, GWV will reimburse travel expenses only upon presentation of proof and only up to the following amounts, as a rule:
- when travelling by car, EUR 0.30 per kilometre and 50% of the agreed hourly rate, if any;
 - when travelling by train, the price of a second-class ticket;
 - for overnight accommodation, up to EUR 65.00 per night, with up to 4 nights per week.
- 6.4 The supplier's invoices shall state the details of the purchase order (SAP order number, purchaser, date of the purchase order, quantity and price) and, when movable items are purchased, the delivery note number. Otherwise, the invoices cannot be processed properly and, therefore, shall be deemed not to have been received. Copies of invoices must be marked as duplicates.
- 6.5 Unless otherwise agreed, payment shall be made upon the transfer of risk and receipt of the invoice within thirty (30) days with a 2% discount, or within sixty (60) days net. Payment shall be made subject to review of the invoice. If a delivery contains defects, GWV may withhold payment until the supplier has properly performed its obligations, without GWV

forfeiting its right to rebates, discounts or similar price reductions. The time allowed for payment shall not commence until all the defects have been fully remedied. In the event of early delivery, the time allowed for payment shall only commence upon expiry of the agreed delivery time.

- 6.6 Ownership of movable items shall be transferred to GWW free of any encumbrances when the items are paid for, at the latest. All payments shall be made to the supplier only. Extended or prolonged retention-of-title clauses shall not be permitted.
- 6.7 Counterclaims of the supplier shall only entitle the supplier to make a set-off or assert a right of retention if these counterclaims are undisputed or have been established in a judgment that cannot be appealed against.

7. Warranty and claims for defects

- 7.1 Unless otherwise agreed, the statutory warranty rights shall apply.
- 7.2 The supplier warrants that the delivery corresponds to the agreed specifications, the latest state of technology, the applicable provisions of law and any regulations and guidelines issued by public authorities, employers' liability insurance associations and professional associations.
- 7.3 If the contract regards the purchase of goods that require refrigeration, the supplier guarantees that the appropriate temperature will be maintained in each particular case and the cold chain not interrupted during the storage, transport and delivery of the goods. If there are indications that the goods were not adequately refrigerated on a continuous basis, GWW shall have the right to refuse to take delivery.
- 7.4 In the event of a delivery of movable items, GWW shall examine without undue delay after taking delivery of the goods whether the goods received correspond to the purchase order in terms of quantity and type and whether any damage has been sustained in transit that can be identified externally, to the extent that this is feasible in the proper course of business. If a defect becomes apparent during these inspections or later, GWW shall so notify the supplier without undue delay after the inspection or after discovering the defect, as applicable, to the extent that this is feasible in the proper course of business.
- 7.5 GWW's approval of drawings, calculations or other technical documents of the supplier shall not affect the supplier's responsibility for defects or the supplier's liability under any guarantee it has given.
- 7.6 If a delivery contains defects, GWW may, without prejudice to its statutory claims for defects, demand subsequent performance by the supplier in the form of the removal of the defects or, at the option of GWW, the delivery of goods that are free from defects or the creation of a new work, as applicable. The supplier shall bear all the necessary expenses for subsequent performance.
- 7.7 Except in cases of fraudulent intent, claims for defects shall become time-barred within 3 years. The limitation period shall commence at the time of transfer of risk according to clause 4 above.
- 7.8 If the supplier fulfils its subsequent performance obligation by making a replacement delivery or creating a new work, the limitation period shall commence anew for the goods supplied as a replacement or the newly created work upon receipt/acceptance, as applicable.
- 7.9 Suppliers of goods for which spare parts are needed shall be obliged to supply GWW upon expiry of the limitation period for another ten years with the required spare parts, accessories and tools.

8. EU REACH Chemicals Regulation

- 8.1 The supplier must comply with the provisions of the EU REACH Chemicals Regulation (Regulation (EC) No. 1907/2006; hereinafter, "Regulation").
- 8.2 In particular, the supplier shall be obliged to provide GWW with a safety data sheet under the conditions set out in Article 31 Regulation and to update it as appropriate.

9. Third-party property rights

- 9.1 The supplier warrants that the delivery and use of the goods or the right do not infringe any patents, licences or other third-party property rights.
- 9.2 If, due to the delivery and use of the goods or the right, GWW is held liable by a third party for infringement of any such rights, the supplier shall be obliged to indemnify GWW against these claims. This duty to indemnify shall apply to all costs and expenses which are incurred in connection with GWW being held liable.

10. Provision of items by GWW

- 10.1 If and to the extent that GWW provides the supplier with samples, models, drawings, print templates, tools or other items, GWW will retain title to these items. The supplier shall be obliged to use these items exclusively for the performance of the delivery or as otherwise specified by GWW. Such items may not be made available to any third party. If the items are no longer needed, the supplier must return them to GWW without undue delay, and without waiting for a request, at the supplier's own expense.
- 10.2 Any processing or alteration by the supplier of the items provided shall be carried out on behalf of GWW. If such items are processed together with other items which do not belong to GWW, GWW shall acquire co-ownership of the new item in proportion to the ratio of the value of the item provided by GWW to the value of the other processed items at the time of processing.
- 10.3 The supplier shall be obliged to handle and store all items provided with care. The supplier must insure the items provided at its own expense at replacement value against damage by fire, water and theft. The supplier hereby assigns to GWW all claims for compensation arising from such insurance. GWW hereby accepts this assignment. The supplier shall be obliged to carry out all necessary servicing and inspection work and all maintenance and repair work in relation to the items provided in a timely manner at its own expense. The supplier must notify GWW without undue delay of any damage.
- 10.4 Goods manufactured by the supplier in whole or in part in accordance with the requirements of GWW, or using the items provided by GWW, may only be used by the supplier itself or offered, supplied or otherwise made accessible to third parties with the prior written consent of GWW. This shall also apply to goods which GWW has legitimately refused to accept from the supplier. The supplier must pay GWW a contractual penalty in an adequate amount for any violation of these provisions. This shall not affect any further claims of GWW.

11. Responsibility; instructions

- 11.1 If GWW commissions the supplier to provide services or works, the supplier shall provide these services or works under its own direction and on its own authority. In particular, the supplier shall be responsible for ensuring that the provision of the works or services will not result in any of the staff employed by the supplier being integrated at GWW.
- 11.2 Before starting to provide any work or services, the supplier shall designate a contact person who is competent and responsible for receiving declarations. Only this contact person shall have the authority to receive instructions from GWW and give instructions to the supplier's own staff. The same shall apply if the supplier uses subcontractors in accordance with clause 13 below to provide any services or work.
- 11.3 All people who carry out work on GWW's premises in the performance of the contract must comply with the provisions of GWW's works rules applicable from time to time. All liability for accidents suffered by these persons on the premises shall be excluded, except to the extent that these accidents were caused by a wilful or grossly negligent breach of duty by GWW's legal representatives or vicarious agents.

12. Employees

- 12.1 The supplier undertakes as part, and within the scope, of its contractual relationship with GWW to comply with all the requirements under employment law that apply to the supplier vis-à-vis its employees, in particular the requirements under the German Minimum Wage Act.
- 12.2 The supplier must grant its employees the minimum wage – as well as any agreed supplements, including social insurance and employment promotion contributions and social security expenses – determined by the statutory and collectively agreed rules, in particular by the German Posting of Workers Act and the applicable collective bargaining agreements.

13. Subcontractors

- 13.1 The supplier is not authorised to entrust any subcontractors with the provision of the services or works, in whole or in part, without first obtaining GWW's prior consent. Such consent may be revoked if there is good cause in the person of the subcontractor. Good cause shall be deemed to exist, for example, if it turns out that the subcontractor is an employee, or if this appears to be likely.
- 13.2 The supplier shall be obliged to impose on any subcontractors it uses obligations which correspond to the supplier's own obligations to GWW, in particular with regard to the minimum wage and confidentiality.
- 13.3 The supplier shall be liable to GWW for any wilful misconduct or negligence on the part of the subcontractors and vicarious agents employed by the supplier in the same manner that it would be liable for its own wilful misconduct or negligence.

14. Force majeure

- 14.1 If an event of force majeure prevents GWW from performing its contractual obligations, in particular from taking delivery of the goods or accepting the work, as applicable, GWW shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being liable to the supplier for damages. The same shall apply if unforeseeable circumstances for which GWW is not responsible, in particular, official acts, energy shortage, epidemics, pandemics or significant disruptions of operations, make it unreasonably difficult or temporarily impossible for GWW to perform its obligations. This shall also apply if GWW is affected by industrial action.
- 14.2 GWW shall be entitled to rescind the contract if an impediment such as those described in clause 14.1 above lasts longer than four months and the performance of the contract is no longer of interest to GWW as a result of the impediment. At the request of the supplier, GWW shall declare upon expiry of the aforesaid time period whether it will make use of its right to rescind the contract or take delivery of the goods within a reasonable period of time.

15. Confidentiality

The supplier shall be obliged to keep all information received through GWW which is designated as confidential, or which can be identified as a trade or business secret according to other circumstances, confidential for an unlimited period of time; the supplier may neither record nor disclose or exploit such information, except to the extent that such recording, disclosure or exploitation is required for the delivery to be made to GWW. By entering into suitable contractual arrangements with the employees and agents working for it, the supplier shall ensure that these persons, too, refrain at least for the duration of the business relationship from any exploitation, disclosure or unauthorised recording of such trade and business secrets for their own purposes.

16. Social responsibility; environmental protection; quality management

- 16.1 The supplier undertakes to comply with the respective regulations on how to deal with employees, the protection of the environment and safety at work and to work towards reducing the long-term effects of its activities on human beings and the environment. For this purpose, the supplier shall implement a management system according to ISO 14001 and further develop such system, to the extent possible. Furthermore, the supplier shall observe the principles of the Global

Compact initiative of the United Nations. These principles essentially concern the protection of international human rights, the right to collective bargaining, the elimination of forced and compulsory labour and the abolition of child labour, the elimination of discrimination in employment and occupation, environmental responsibility and the prevention of corruption. Further information about the UN Global Compact initiative is available at www.unglobalcompact.org.

- 16.2 If GWW requests this separately in writing in any particular case, the supplier shall additionally be obliged to implement a quality management system according to ISO 9001:2015 or a similar quality management system in order to meet GWW's quality requirements.

17. Governing law and agreement on place of jurisdiction

- 17.1 The legal relations between the supplier and GWW shall be governed by the laws of the Federal Republic of Germany.
- 17.2 The exclusive place of jurisdiction for all business relations with businesspersons and legal persons under public law shall be the place of GWW's registered office. However, GWW may also bring a lawsuit at the place of the supplier's registered office or at any other permissible place of jurisdiction.

18. Miscellaneous

- 18.1 The supplier is not authorised to have any purchase order, or material parts of a purchase order, carried out by a third party unless the supplier has obtained the prior written consent of GWW.
- 18.2 Rights and obligations of the supplier may only be assigned or transferred to a third party with the written consent of GWW.
- 18.3 The contractual language shall be German.
- 18.4 The place of fulfilment for all obligations to be performed by the supplier and by GWW shall be the registered office of GWW.