

General Conditions of Purchase
DKV EURO SERVICE GmbH + Co. KG
(Business address: Balcke-Dürr-Allee 3, 40882 Ratingen)

1. General

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") shall become the content of every contract by which deliveries of goods, services or other performances (e.g. work performances) are ordered by DKV EURO SERVICE GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, or by a company affiliated with DKV EURO SERVICE GmbH + Co. KG within the meaning of §§ 15 ff. AktG (hereinafter referred to as the "Ordering Party").
- 1.2 Conflicting or deviating terms and conditions of delivery or other restrictions of the supplier, service provider or entrepreneur (hereinafter in each case "Supplier") shall not apply without the need for an objection, unless the Ordering Party has expressly agreed to them in individual case in text form pursuant to Section 126b of the German Civil Code (BGB) (fax, e-mail, DocuSign in simple electronic signature, electronic signature) (hereinafter in each case "text form"). This shall also apply if the Ordering Party accepts the Supplier's delivery and/or other service without reservation in the knowledge that the Supplier's terms and conditions conflict with or otherwise deviate from these GTCP.
- 1.3 Individual contractual agreements between the parties shall always take precedence over these GTCP.
- 1.4 These GTCP shall only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

2. Contract Contents

- 2.1 Any agreements and ancillary agreements made prior to the conclusion of the contract shall only be valid with the express consent of the Ordering Party given at least in text form and shall become part of the relevant contract between the parties.
- 2.2 Individual provisions of these GTCP which expressly refer to a specific type of performance (e. g. purchase contracts, contracts for work and materials, contracts for work and materials or contracts for services) (e. g. also by reference to the respective statutory provisions or terms) shall apply exclusively to this respective type of performance. Otherwise, the provisions of these GTCP shall apply to all types of performance.

3. Enquiries and orders, offers of the supplier, conclusion of contract

- 3.1 Insofar as the Ordering Party requests an offer from the Supplier, the request shall be binding for the content of the Supplier's offer. The Supplier must adhere precisely to the enquiry in the offer and expressly point out any deviations. Corresponding requests for quotations are legally non-binding for the Ordering Party. Quotations/cost estimates of the Supplier shall in any case be free of charge and shall not constitute any obligation for the Ordering Party unless the Ordering Party has expressly agreed to a corresponding deviating agreement at least in text form.
- 3.2 Orders and changes to orders shall be made in text form. The parties shall confirm the content of oral agreements and agreements made by telephone regarding orders or changes to orders at least in text form for the purposes of proof and documentation. Each order and change of order shall be confirmed by the Supplier at least in text form.

3.3 The Supplier shall, as far as necessary, inform himself about the given conditions on site before submitting an offer and starting the work. The Supplier shall check each order of the Ordering Party for recognizable errors, ambiguities as well as unsuitability of the specifications chosen by the Ordering Party for the intended use. The Supplier shall inform the Ordering Party without delay of any necessary changes or clarifications to the order. If the Supplier does not notify the Ordering Party of such concerns in due time or does not wait for the Orderings Party's decision after having been informed accordingly, the Supplier shall not be entitled to plead with the Ordering Party that the Ordering Party's specifications were incorrect.

3.4 The Ordering Party is entitled to demand changes to the delivery item even after conclusion of the contract, insofar as this is reasonable for the Supplier. Such a change to the contract shall take appropriate account of the effects on both sides, additional and reduced costs as well as effects on the time schedule. The parties shall thereupon immediately agree on the adjustment of the order caused by the change at least in text form.

3.5 The following information must be included in all communication to ensure traceability of the process: Complete order number, order date and, if available, project name.

4. Delivery dates/period, dates for performance of services, performance of contract

4.1 Agreed delivery dates, delivery periods or periods for the performance of services (hereinafter referred to as "delivery period") are binding; this also applies to any agreed interim periods and dates. Unless another time for the start of the delivery period is expressly agreed in the order, the agreed delivery period shall, in case of doubt, run from the date of the order. Decisive for compliance with the delivery date or the delivery period is the receipt of the goods by the customer or as the receiving point designated by him or the complete performance of the agreed service.

4.2 As soon as the Supplier can recognize that it will not be able to fulfil its contractual obligations in whole or in part or not in due time, it shall notify the Ordering Party thereof without undue delay in writing or by means of text form, stating the reasons and the expected duration of the delay.

4.3 If the Supplier does not fulfil the contract in whole or in part on the agreed delivery date or within the agreed delivery period, the Ordering Party shall be entitled to the statutory rights.

4.4 Insofar as a contractual penalty has been agreed between the Ordering Party and the Supplier in the event of non-performance (§ 340 BGB) or improper performance (§ 341 BGB), a withdrawal from the contract due to non-performance or performance not in accordance with the contract pursuant to § 323 BGB shall not result in the expiration of the forfeited contractual penalty.

4.5 Acceptance of the performance owed by the Supplier shall always be subject to the assertion of any claim for contractual penalties pursuant to Section 341 (3) of the German Civil Code (BGB) as well as rights due to non-compliance with the agreed deadlines or dates (in particular claims for damages due to delay).

4.6 The Supplier may only invoke the absence of necessary cooperation on the part of the Ordering Party if it has expressly reminded the Ordering Party of the cooperation in text form, setting a reasonable period of grace, and this

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period of grace has expired unsuccessfully for reasons for which the Supplier is not responsible.

- 4.7 The Ordering Party reserves the right to refuse acceptance or to return the goods at the Supplier's expense if the Supplier delivers the goods earlier than agreed. Furthermore, the Ordering Party reserves the right to make payment only on the agreed due date even in the event of early delivery.
- 4.8 The Supplier shall only be entitled to make partial deliveries and/or provide partial services if the Ordering Party has granted the Supplier this right at least in text form. In the case of a delivery of goods, the Supplier shall mark the delivery note as a partial delivery and indicate the remaining quantity.
- 5. Shipping instructions, transfer of risk, retention of title**
- 5.1 The Supplier shall send a detailed dispatch note for each individual consignment on the day of dispatch, separate from the goods and invoice. The delivery note and packing slip shall be enclosed with the delivery. The Supplier shall always choose the most favorable and suitable means of transport for the Ordering Party and observe all nationally and internationally applicable regulations for packaging and dispatch. All dispatch notes, delivery notes, packing slips, consignment notes, invoices and the external packaging etc. shall indicate the order reference and details of the place of receipt prescribed by the Ordering Party.
- 5.2 Goods shall be packed in such a way that transport damage is avoided and aspects of environmental protection are taken into account. Packaging materials shall only be used to the extent necessary to achieve these purposes. Calculated packaging, insofar as it is reusable, is to be credited at the full calculated value on return. The Supplier shall take back the packaging in accordance with the statutory provisions.
- 5.3 Insofar as the Supplier does not comply with the aforementioned provisions in accordance with Sections 5.1 and 5.2 the Ordering Party shall be entitled, at its option, to refuse acceptance and/or to return the goods at the Supplier's expense and risk. The Ordering Party shall be entitled to inspect the content and condition of such consignments in order to determine whether the aforementioned provisions correspond to Clauses 5.1 and 5.2.
- 5.4 The Ordering Party shall be entitled, at its option, to refuse acceptance regarding deliveries that do not comply with the requirements of the order as well as regarding quantities delivered in excess and/or to return them at the Supplier's expense and risk.
- 5.5 The delivery item shall be transported free of charge to the place of receipt specified by the Ordering Party at the Supplier's risk (delivery DDP in accordance with Incoterms 2020). The respective place of receipt is also the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 5.6 The risk of accidental loss or damage shall only pass to the Ordering Party upon actual receipt of the goods in accordance with the contract (i. e. after unloading). This does not apply if the Ordering Party carries out the transport himself. In the case of deliveries of goods whose installation or composition is owed by the Supplier, the risk of accidental loss or damage shall only pass to the Ordering Party upon occurred approval by the Ordering Party in text form.

- 5.7 If the order or the law provides for approval of the delivery and/or other service, the Supplier shall apply for such approval from the Ordering Party in text form. An approval report (at least in text form) shall be drawn up on the approval. A performance record shall not replace the approval. If partial performances have been agreed, a separate approval shall take place for each partial performance. In all other respects, the statutory provisions on approval shall apply.
- 5.8 The transfer of ownership of the goods to the Ordering Party shall be unconditional and without regard to the payment of the agreed price. However, insofar as the Ordering Party accepts an offer of the Supplier for transfer of ownership conditional on payment of the purchase price in an individual case, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. The Ordering Party shall remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.
- 6. Remuneration**
- 6.1 Unless expressly agreed otherwise, the remuneration owed according to the order is a binding fixed price and includes all services to be provided by the Supplier, including all costs such as travel costs, expenses, packaging, loading and unloading, transport, insurance, customs duties and taxes, with the exception of turnover tax, which must be stated separately. Subsequent claims are excluded.
- 6.2 If payment is not made at a fixed lump sum price (but e. g. according to measurement, at agreed hourly or daily rates or other unit rates), the Supplier shall prepare detailed performance records - the content of which shall be agreed with the Ordering Party in advance and which present the price calculation in a comprehensible and verifiable manner - and transmit them to the Ordering Party. Unless otherwise agreed, in the case of time-based invoicing, e. g. at agreed hourly or daily rates, the performance shall be evidenced by an orderly list of the days of performance, the activities performed on the respective day and the time spent on them on the respective day as well as the total time spent. Unless otherwise agreed, proof of performance and corresponding invoices shall be issued monthly.
- 6.3 The prices shall always apply free to the delivery address specified by the Ordering Party, including all transport costs and import duties (delivery DDP in accordance with Incoterms 2020).
- 6.4 Additional services that exceed the scope of the order shall only be paid for if they have been ordered by the Ordering Party at least in text form prior to execution. The unit rates must correspond to the price picture of the order.
- 6.5 Should the Supplier reduce his prices or improve the conditions in the period between order and delivery, the prices and conditions valid on the day of delivery shall apply.

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7. Invoice and Payment

- 7.1 Invoices must contain the order number listed in the order and describe the service components in detail. Invoices must also correspond to the order in terms of wording, sequence of invoice items and prices. Any additional or reduced services must be listed separately in the invoice.
- 7.2 Invoices must also comply with the legal requirements. They shall separately state the value added tax in accordance with the respective applicable statutory provisions and contain the information as well as fulfill other requirements which are necessary in accordance with the respective applicable statutory provisions (currently in particular Sections 14, 14a of the Value Added Tax Act), EU directives and administrative instructions for claiming the deduction of input tax.
- 7.3 Payment shall be made on condition of complete delivery 30 days net after receipt of the invoice, unless otherwise agreed in accordance with the provision in clause 7.4 a later date is decisive.
- 7.4 Payment periods run from the agreed date, at the earliest from receipt of goods and invoice. Payment periods are only triggered if all invoicing and goods dispatch requirements have been complied with by the Supplier. Otherwise, they shall be extended by the period of processing resulting from the non-compliance.
- 7.5 In the event of defective performance, the Ordering Party shall be entitled to refuse payment until proper performance.
- 7.6 Payment does not imply acceptance of conditions or prices. The time of payment has no influence on the Supplier's liability for defects and the Ordering Party's right to complain.
- 7.7 Unless otherwise agreed, invoices made out to the respective Ordering Party must be sent by email to the following email address: DMB-FI-Invoice@dkv-mobility.com.

8. Quantity and quality control, notification of defects

- 8.1 Acceptance of goods is always subject to quantity and quality control.
- 8.2 In the event of a mutual commercial transaction concerning the delivery of goods by way of purchase or concerning the delivery of movable goods to be manufactured or produced, the statutory provisions concerning the commercial duties of inspection and notification of defects (Sections 377, 381 HGB) shall apply with the following proviso:
- 8.2.1 The Ordering Party's obligation to inspect shall be limited to defects which become apparent during the incoming goods inspection by means of external examination and during the quality control by means of random sampling. The extent to which a more extensive inspection is feasible in the ordinary course of business shall depend on the circumstances of the individual case.
- 8.2.2 The complaint (notice of defect) shall be deemed to have been made without delay and in good time in the case of defects which become apparent during the incoming goods inspection or during the quality control in the sampling procedure if it is received by the Supplier within two (2) working days ("working days" within the meaning of these GTCP shall be

Monday to Friday, with the exception of any national public holidays in North Rhine-Westphalia, Germany) after delivery.

- 8.2.3 The obligation to give notice of defects for defects not initially recognizable but discovered later (hidden defects) shall remain unaffected. In this case, the complaint shall be deemed to be immediate and timely if it is received by the Supplier within two (2) weeks from the discovery of the defect.

9. Defect Rights, Warranty

- 9.1 The Supplier warrants that all deliveries and/or other services are provided in accordance with the order and are free from defects of title and quality.
- 9.2 The Ordering Party shall be entitled to the contractual and statutory claims and rights in full in the event of defects in the delivery and/or other performance.
- 9.3 Any claims of the Ordering Party arising from a guarantee assumed by the Supplier shall remain unaffected.
- 9.4 The Supplier's liability for defects also extends to the parts, works and other services manufactured or supplied by sub-contractors.
- 9.5 The Supplier shall be liable for ensuring that the goods and/or services owed do not have any material defects or defects of title that impair their value or suitability in accordance with or in corresponding application of §§ 434 ff. BGB (German Civil Code), does not have any material defects or defects of title impairing its value or its suitability, complies with the conditions stated in the order as well as the guaranteed properties, the generally recognized and respectively valid rules of technology, the specifications provided by the Ordering Party, as well as the latest statutory, official and other guidelines and provisions, in particular the Equipment Safety Act, the safety requirements, the occupational health and safety and accident prevention regulations and the requirements of environmental protection.
- 9.6 If the Supplier fails to fulfil its obligation to provide subsequent performance - at the Ordering Party's option by remedying the defect or by delivering a new item - within a reasonable period of time set by the Ordering Party or if the conditions of Section 637 of the German Civil Code (BGB) are met, the Ordering Party shall be entitled to remedy the defect or to have the subsequent delivery made by a third party at the Supplier's expense. If subsequent performance by the Supplier has failed or is unreasonable for the Ordering Party (e. g. due to urgency, risk to operational safety or imminent occurrence of disproportionate damage), no time limit need be set; the Ordering Party shall inform the Supplier of such circumstances without undue delay, if possible before a substitute performance is carried out. The Ordering Party reserves the right to assert other rights, such as compensation for further damage.
- 9.7 The Supplier is obliged to bear all expenses necessary for the purpose of subsequent performance. Subsequent performance shall also include the removal of the defective goods and their re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their type and intended use. The Supplier shall bear the expenses required for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. The Ordering Party's liability for damages in the event of an un-

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justified request to remedy a defect shall remain unaffected; in this respect, however, the Ordering Party shall only be liable if the Ordering Party recognized or was grossly negligent in not recognizing that there was no defect.

- 9.8 The Ordering Party shall be entitled to withhold payment of the remuneration in proportion to the value until proper subsequent performance.
- 9.9 The statutory limitation provisions shall apply unless the parties agree on an extension. A notice of defect shall extend the period of limitation by the period between the notice of defect and the time at which the Supplier remedies the defect or refuses to remedy it. If the delivery item is completely renewed, the limitation period shall begin again; in the case of partial renewal, this shall apply to the renewed parts. It shall be presumed that a defect was already present at the time of transfer of risk if it becomes apparent within the limitation period.
- 9.10 The items complained about based on liability for defects shall remain at the disposal of the Ordering Party free of charge until they are replaced, and the Ordering Party shall be entitled to continue to use them until they are replaced, and they shall become the property of the Supplier upon replacement. In this case, the Ordering Party shall be liable to the Supplier for any compensation for use.
- 9.11 In the event of withdrawal, the Supplier shall bear the cost of taking back the delivered goods or other performance, including dismantling/disposal and return transport, and shall assume disposal. The provisions of this clause 9.11 shall apply accordingly if the Ordering Party claims damages instead of performance due to a defect.
- 9.12 If the delivery item is to be approved by the Ordering Party within the meaning of Section 640 of the German Civil Code (BGB), acceptance shall take place subject to the reservation of all claims for defects, even if the Ordering Party does not expressly reserve claims for defects due to defects known at the time of acceptance.
- 9.13 In all other respects, the Supplier shall be liable in accordance with the statutory provisions. Sections 478, 479 of the German Civil Code shall also apply if the Order Party has not delivered the goods supplied to consumers but to entrepreneurs and the contractual relationship between the Ordering Party and its customer is therefore not to be qualified as a purchase of consumer goods.

10. General Regulation on Liability

- 10.1 Unless otherwise provided for in these GTCP or otherwise in the order, the Supplier's contractual liability shall be governed by the relevant statutory provisions.
- 10.2 Insofar as the Supplier is obliged to compensate the Ordering Party on the merits, the Supplier shall also reimburse the Ordering Party for the expenses and costs incurred by the Ordering Party for the purpose of mitigating, averting and/or eliminating a loss; this shall also apply to the Ordering Party's internal expenses and costs, such as personnel costs and/or travel expenses, incurred in this respect.
- 10.3 The Supplier shall be liable to the Ordering Party for all damage caused by him or his vicarious agents and assistants which the Ordering Party suffers as result of a breach of these GTCP or other agreements.
- 10.4 The Supplier shall indemnify the Ordering Party against claims arising from manufacturer's liability and on basis of

the Product Liability Act, insofar as the Supplier or its subcontractor caused the product defect giving rise to the liability.

11. Termination, Withdrawal, Insolvency

- 11.1 The Ordering Party is entitled at any time to terminate contracts for work and services (§ 631 BGB) and contracts for work and services for non-fungible goods (§ 651 p. 3 BGB) in accordance with § 648 p. 1 BGB. In deviation from the legally regulated consequences of termination, the following shall apply: If the Ordering Party terminates the contract for a reason for which the Supplier is responsible, the Supplier shall only be remunerated for the individual services provided up to the date of receipt of the termination and which are utilized by the Ordering Party; further claims of the Supplier are excluded. The Ordering Party's claims for damages shall remain unaffected; in particular, the Supplier shall reimburse any additional expenses incurred.
- 11.2 The Ordering Party may withdraw from the order for deliveries at any time until the delivery has been handed over. In this case, the provisions of § 648 BGB and the above clause 11.2 shall apply regarding the Supplier's claim for remuneration; the Ordering Party shall acquire title to the partial deliveries already received as well as to the delivery items already manufactured or procured by the Supplier, the delivery of which the Ordering Party requests.
- 11.3 If a provisional insolvency administrator is appointed or if insolvency proceedings are opened against the assets of the Supplier, the Ordering Party shall be entitled to withdraw from the order in whole or in part or to terminate a continuing obligation established by the order with immediate effect. The legal consequences according to clauses 11.1 and 11.2 shall apply accordingly in this case.

12. Force Majeure

- 12.1 If a party is temporarily prevented from performing due to force majeure (e. g. industrial disputes, operational disruptions due to fire, water or comparable external circumstances, war or terrorist conflicts, natural disasters, diseases, epidemics, pandemics, official measures and other unforeseeable, extraordinary events for which the respective party is not responsible), the mutual performance obligations shall be suspended for this period and neither party shall be in default. If the performance of one or both parties is delayed by more than four months as a result, both parties shall be entitled to withdraw from or terminate the respective order. The party affected in each case shall be obliged to inform the other party without delay as soon as circumstances exist which may constitute a case of force majeure in accordance with sentence 1. Statutory rights of withdrawal as well as any claims under § 645 BGB remain unaffected.
- 12.2 In cases of force majeure within the meaning of para. 12.1 the Ordering Party - insofar as the performance of the Ordering Party's principal or ancillary obligations is not only insignificantly impaired thereby - shall alternatively be entitled to postpone the contractually agreed performance dates for the duration of the impairment plus a reasonable lead time. In this case clause 12.1 shall not apply. If performance is delayed by more than four months as a result, both parties shall be entitled to withdraw from or terminate the respective order. The Ordering Party shall be obliged to notify the Supplier without undue delay as soon as circumstances exist which may constitute a case of force majeure pursuant to sentence 1. Statutory rights

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of withdrawal as well as any claims under § 645 BGB remain unaffected.

13. Assignment and Set-off

- 13.1 The Supplier is not entitled to assign its claims against the Ordering Party or to have them collected by third parties without the prior consent of the Ordering Party in text form. The Ordering Party's consent shall be deemed to have been granted if the Supplier has agreed an extended retention of title with its supplier in the ordinary course of business.
- 13.2 The Supplier may only set off claims which are undisputed or have been finally adjudicated or his claims which are in a reciprocal relationship with a claim of the Ordering Party within the meaning of § 320 of the German Civil Code (BGB). This applies accordingly to the assertion of rights of retention.
- 13.3 The Ordering Party is entitled to transfer all rights and obligations arising from the contractual relationship with the Supplier to an affiliated company within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act).

14. Rights to Documents and Objects

- 14.1 All drawings, standards, diagrams, schematics, graphics, photographs, layout templates and other documents or documentation - whether on data carriers, in printed form or as material for print preparation or printing - which are provided to the Supplier by the Ordering Party for the manufacture of the delivery item or the provision of services shall remain the property of the Ordering Party. The documents produced by the Supplier according to the Ordering Party's specifications shall become the property of the Ordering Party upon payment at the latest and may not be used by the Supplier for other purposes, reproduced or made accessible to third parties. Upon request, they shall be returned to the Ordering Party without delay together with all copies and duplicates. The Ordering Party reserves the industrial property rights to all documents handed over to the Supplier. The Supplier shall provide the Ordering Party with all necessary documents required for discussions regarding the delivery item. Such discussions or any other participation of the Ordering Party shall be the sole responsibility of the Supplier and shall not release the Supplier from any liability for defects or from its other obligations.
- 14.2 Documents of all kinds required by the Ordering Party for the use, installation, assembly, processing, storage, operation, maintenance, inspection, repair and upkeep of the delivery item shall be made available by the Supplier free of charge in good time and without being requested to do so.
- 14.3 Moulds, models, tools, films, etc., which have been produced by the Supplier for the execution of the order, become the property of the Ordering Party upon payment, even if they remain in the possession of the supplier. Upon request, the Supplier shall surrender these items.

15. Control Rights

The Ordering Party shall have the right to inspect, at reasonable times, all relevant documents in the Supplier's possession relating to the Supplier's obligations under a Purchase Order or payments required by the Supplier under a Purchase Order, either itself or through its agents. The Supplier shall retain all relevant documents relating

to the Purchase Order for a period of two years after completion of the supplies or services under such Purchase Order.

16. Insurances

- 16.1 The Supplier shall take out sufficient liability insurance at its own expense with conditions customary in the industry for claims of the Ordering Party, in particular due to damage caused by the Supplier, its employees or agents by services rendered, work delivered or objects. The amount of coverage per damage event shall be proven to the Ordering Party upon request.
- 16.2 The Supplier shall bear the risk for property brought in by him during assembly, maintenance, inspections, repairs, etc. Machines, devices etc. provided to the Ordering Party on loan shall be insured by the Ordering Party against the usual risks. Any further liability on the part of the Ordering Party for the destruction of or damage to the machines, devices etc. provided shall be excluded, except in cases of intent or gross negligence.

17. Confidentiality, Data Protection

- 17.1 The Supplier shall treat all information, data, insights, samples and documents obtained as confidential and shall neither exploit them himself nor pass them on to third parties without the express consent of the Ordering Party given in text form. This shall also apply in each case for a period of 5 years after execution of the order. Employees and agents of the Supplier as well as sub-contractors and their employees shall be bound accordingly.
- 17.2 It is only permitted to refer to the existing business relationship with the Ordering Party in information and advertising materials with the explicit permission of the Ordering Party in text form.
- 17.3 The Supplier is aware that during the performance of the contract it may obtain access to data which is subject to data protection provisions. The Supplier undertakes to comply with all European legal standards, in particular the EU Data Protection Regulation (EU-DSGVO) and national implementing laws, as well as all national laws, regulations or other legal standards relating to data protection regarding the data received within the scope of the order and shall take all technical and organizational measures required for this purpose.
- 17.4 The Supplier undertakes to inform all persons involved in the execution of the contract within its sphere of influence that the aforementioned data are subject to data protection. In particular, the Supplier shall point out the consequences under criminal law. The obligation to data protection shall continue to exist even after termination of the business relationship.

18. Subcontractors and Staff

- 18.1 The use of subcontractors and/or temporary workers in accordance with the German Personnel Leasing Act (Arbeitnehmerüberlassungsgesetz) requires the prior consent of the Ordering Party in text form. The Supplier shall impose on the subcontractors all obligations which it has assumed vis-à-vis the Ordering Party and shall ensure compliance therewith.
- 18.2 The Supplier shall oblige the subcontractor in the subcontract agreement to hand over to the Supplier at its request, the required certificates of the latest date from the tax office, the competent social insurance institution and the employers' liability insurance association as well as - if

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required - work permits for submission to the Order Party. Furthermore, the Supplier shall ensure that the employees of the subcontractor identify themselves as subcontractors of the Supplier when entering the Ordering Party's premises and operating sites.

18.3 The Supplier shall ensure and, at the request of the Order Party, provide evidence that

18.3.1 the personnel deployed by him or his subcontractor in the operations/business premises of the Ordering Party are legally employed within the framework of the German tax and social security regulations,

18.3.2 he, as an employer, duly fulfils his payment obligations towards tax authorities and social security institutions,

18.3.3 any collectively agreed and statutory claims of the deployed staff to minimum wages are satisfied,

18.3.4 all legal provisions on the prohibition of illegal employment of labor and on the prevention of undeclared work are complied with, e. g. Temporary Employment Act, Posted Workers Act (e. g. submission of any necessary work permits).

18.4 If the Supplier breaches its obligations under this clause 18 the Ordering Party shall be entitled - without prejudice to other rights - to withdraw from the order or to terminate with immediate effect a continuing obligation established by the order or to withhold payments or services owed and/or to claim damages in lieu of performance.

19. Social Security

19.1 The Supplier warrants that it does not work exclusively for the Ordering Party and does not derive its predominant income from this activity, that it does not exclusively employ employees or family members who are exempt from compulsory social insurance and that it does not itself operate as an entrepreneur on the market. The Supplier shall provide evidence of this at the request of the Ordering Party.

19.2 Should social security contributions of any kind be incurred by the Ordering Party based on the order, the Supplier shall bear these alone in the internal relationship to the extent permitted by law.

20. Rights and protective rights to the work results

20.1 At the time of creation, the Supplier shall grant the Ordering Party the exclusive, transferable and sub-licensable right, unrestricted in terms of space, time and content, to use any work results created within the scope of the execution of the contract for all types of use, in particular for their reproduction, distribution, exploitation and processing. If the sole and unrestricted right of ownership to work results can be established and transferred, the Supplier shall also grant this to the Ordering Party at the time of creation.

20.2 The granting of the rights set out in clause 20.1 or the transfer of the aforementioned rights to the Ordering Party is fully included in the remuneration to be paid by the Ordering Party. The Supplier shall not be entitled to separate remuneration for this.

20.3 The Supplier shall fully indemnify the Ordering Party upon first request against all claims of third parties which are derived from an infringement of third-party property rights by the work results and/or delivered items used in

accordance with the contract. The indemnification obligation shall include all expenses necessarily incurred by the Ordering Party from or in connection with the claim by a third party.

21. Compliance with the Code of Conduct for Suppliers and Service Providers

21.1 As a responsible group of companies, DKV MOBILITY SERVICES Group (DMG), to which the Ordering Party also belongs, is committed to ethical, legally compliant and socially responsible corporate governance. The Ordering Party continuously strives to optimize the social and ecological conditions of its business activities. The Ordering Party also expects this from Suppliers. The Supplier takes note of DMG's "Principles of Conduct for Suppliers and Service Providers" and will observe the corresponding principles. The "Principles of Conduct for Suppliers and Service Providers" can be viewed and downloaded on the Internet at https://www.dkv-mobility-group.com/assets/docs/dmg_coc-suppliers-indirect-materials-services_en_sept-2021.pdf.

21.2 As part of its sustainability management, the Ordering Party shall strive to evaluate existing and new products, services and performances, taking into account their environmental impact and their influence on energy consumption. To implement these sustainability requirements in supplier management as well, the Supplier undertakes, as far as appropriate and economically reasonable:

21.2.1 to manufacture its products/services in an environmentally friendly and resource-conserving manner,

21.2.2 to provide the Order Party with life cycle analyses of its products upon request,

21.2.3 proactively offer products/services with sustainability labels (e. g. Blue Angel, Fair Trade, FSC, GOTS, PEFC) and

21.2.4 to carry out substitution tests and, in the event of a positive result, to present and offer more sustainable alternatives to the Ordering Party.

22. Final Provisions

22.1 The Supplier shall be liable for any damage and shall bear any costs incurred by the Ordering Party because of non-compliance with these terms and conditions of purchase. He is also responsible for their compliance by his subcontractors.

22.2 Should individual provisions of these GTCP and/or of the individual contract be or become legally ineffective or unenforceable or should the provisions contain a loophole, this shall not affect the validity of the remaining provisions. The parties undertake to agree on an appropriate provision in their place which comes as close as possible to the intended economic success. This shall apply accordingly if these GTCP should contain a loophole.

22.3 German law shall apply to the exclusion of the norms of conflict of laws (international private law). The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1980, valid from 01.01.1991, is excluded. Customary clauses shall be interpreted in accordance with the Incoterms.

22.4 Unless otherwise agreed in writing, the exclusive place of performance shall be the registered office of the Ordering Party.

General Conditions of Purchase
DKV EURO SERVICE GmbH + Co. KG
(Business address: Balcke-Dürr-Allee 3, 40882 Ratingen)

- 22.5 The exclusive place of jurisdiction shall be Düsseldorf if the Supplier is a merchant, a legal entity under public law or a special fund under public law. However, the Ordering Party is also entitled to sue the Supplier at his place of residence or business. Statutory regulations, in particular regarding exclusive jurisdiction, shall remain unaffected.