



General Terms and Conditions of Purchase for IT Services for Companies of the Körber Group ("IT Purchasing Terms")

(May 2019)

1. SCOPE AND APPLICATION

1.1. Services of the Contractor to companies of the Körber Group as Client shall be exclusively governed by these General Terms and Conditions of Purchase for IT Services (IT Purchasing Terms) and by other written agreements of the parties.

1.2. These IT Purchasing Terms shall be deemed accepted by the Contractor when an offer has been submitted.

1.3. The General Terms and Conditions of the Contractor shall not become part of the contract even if the Client does not expressly object to them.

1.4. These IT Purchasing Terms shall also apply to all future IT services of the Contractor until revoked by the Client even if they are not expressly agreed again. Agreed deviations apply only to the services for which they are confirmed in writing by the Client.

1.5. Services within the meaning of these IT Purchasing Terms include (i) the granting of licenses to software, (ii) the provision of maintenance services, (iii) Software as a Service (SaaS) services, (iv) other IT services of all kinds, including consulting services and IT infrastructure services.

2. CONCLUSION OF THE CONTRACT

2.1. Services are only provided on the basis of orders of the Client. Orders of the Client are only binding if they are placed by the Client in writing or electronically.

2.2. The acceptance of the order must be confirmed by the Contractor in writing within 7 days.

2.3. Verbal promises, subsidiary agreements, information, etc., are only binding if they are subsequently confirmed by the Client in writing or if the Client has waived the written form in writing.

2.4. The Client's order number must be stated in the entire correspondence including invoices.

3. GENERAL REQUIREMENTS FOR THE PERFORMANCE OF SERVICES

3.1. The scope of services is determined by the order placed by the Client.

3.2. The Contractor shall provide the services personally and may not bind the Client vis-à-vis third parties. The involvement of third parties requires the Client's prior written consent.

3.3. The Contractor shall perform the services and work assigned to it on its own and on its own responsibility. Only the Contractor is authorized to give instructions to its employees.

3.4. The Contractor shall use only carefully selected and qualified employees to provide the services. In doing so, it shall particularly pay heed to the Client's interest in continuity. At the Client's request, the Contractor shall replace the employees who do not have the required specialist knowledge or otherwise impair the fulfillment of the contract. The additional resulting cost shall be borne by the Contractor.

3.5. The Contractor is responsible for compliance with the contractual obligations by its employees (in particular, confidentiality and data protection). The Contractor must point out the relevant provisions to all employees deployed and check their compliance.

3.6. In the case of services within the Client's premises, the Contractor must comply with the safety regulations and information guidelines provided by the Client to the Contractor and applicable there.

3.7. The Contractor is obliged to inform the Client regularly about the progress of the services and shall give the Client immediate written notice of all circumstances which (might) affect the contractual performance. After the services have been fully provided, the Contractor shall account for its services and hand over to the Client everything that it acquired for any reason as a result of providing the service.

3.8. The Client may demand changes to the contractual performance at any time. The Contractor may object to the changes if provision of the services cannot be reasonably expected of the Contractor. The Contractor shall submit a written offer to the Client for additional or further-reaching services. Section 3.1 applies by analogy.

3.9. The Contractor undertakes to use environmentally friendly products and processes as far as economically and technically possible.

4. PROVISIONS FOR THE GRANTING OF SOFTWARE LICENSES

4.1. To the extent that the order involves the granting of software licenses, the following specific provisions shall apply, unless otherwise expressly agreed in the order:

4.2. Insofar as the parties agree on a software purchase within the scope of the order, the following shall apply: the Contractor shall grant to the Client upon completion of the order a worldwide, temporally unlimited, freely transferable and freely sublicensable right in the Contractor's standard software covered by the order, including the user documentation (the "Contract Software"), to use the Contract Software for the contractual purpose agreed in the order.

4.3. Insofar as the parties agree on a software rental within the scope of the order, the following shall apply: the Contractor shall grant to the Client upon completion of the order a worldwide, freely transferable and freely sublicensable right, limited to the term of the rental agreement, in the Contractor's standard software covered by the order, including the user documentation (the Contract Software), to use the Contract Software



for the contractual purpose agreed in the order. The term of the rental agreement is set forth in the order.

4.4. The specification of the Contract Software is set forth in the respective order.

4.5. The Client shall receive a copy of the Contract Software on a data carrier as well as a printed user documentation and installation instructions. If the Contract Software is delivered by means of a download as agreed, the Contractor shall make the Contract Software available to the Client on its website for access. The Contractor shall communicate any password required for the access to the Client immediately. The user documentation must also be made available for download in this case.

4.6. The Client may reproduce the delivered program insofar as the respective copy is necessary for the use of the Contract Software. The necessary copies include, in particular, the installation of the program from the original data carrier onto the mass memory of the hardware used and the loading of the program into the main memory. In addition, the Client may make a copy for security purposes.

4.7. The Client may use the Contract Software on any hardware available to it. Unless otherwise expressly agreed in the respective order, this also includes use of the provided Contract Software within a network or other multi-station computer system, even if this creates the possibility of simultaneous multiple use of the program.

4.8. The reverse translation of the provided program code into other code forms (decompilation) and other types of reverse development of the various manufacturing stages of the Contract Software (reverse engineering), including a program modification, especially for the purpose of error correction or extension of the scope of functions, are only permitted if this is permitted under copyright law.

4.9. The removal of a copy protection or similar protection mechanisms is only permitted if the interference-free program use is impaired or prevented by these protection mechanisms.

4.10. The corresponding acts within the meaning of Sections 4.8 and/or 4.9 may also be entrusted to commercially operating third parties insofar as the Contractor has obliged them to maintain confidentiality.

4.11. If agreed in the individual order, the Contractor shall conclude a trust agreement with a recognized trustee in order to deposit the source code of the Contract Software. The source code must be deposited in a state of the art commented version which is understandable to expert third parties. The terms of the trust agreement must conform to industry standards. The source code must be returned in all cases in the event of insolvency of the Contractor or in the event of discontinuance of its business and in the event of termination by the Client for good cause. The Client shall bear the costs, expenses and fees for depositing the source code.

4.12. The remuneration to be paid for the granting of the license is set forth in the order and is otherwise governed by the provisions of the following Section 14. Un-

less otherwise agreed in the respective order, the Client shall pay a flat fee for a software purchase and an ongoing fee for a software rental.

4.13. The provisions regarding payment are set forth in the order and the payment regime is otherwise governed by the provisions of the following Section 15.

4.14. In the case of material defects of the Contract Software, the provisions of the following Section 17 shall apply, subject to the proviso, in the case of software rental, that the Contractor must maintain the contractual condition of the Contract Software in accordance with the specification during the entire term of the rental agreement.

4.15. In the case of defects of title of the Contract Software, the provisions of Section 18 shall apply.

4.16. Insofar as the Contractor has to make adaptations to the Contract Software for the Client in accordance with the order, the provisions of the following Section 8 shall apply with regard to the rights to such adaptations.

4.17. If the service also includes the supply of software or tools of other manufacturers (collectively "Third Party Software"), the Contractor shall grant the Client rights to the same extent as to the Contract Software and the Contractor shall ensure that the terms of the license agreed with the manufacturer provide for the granting of rights owed the Client. The Contractor shall indemnify the Client on first demand against all claims and costs which the manufacturer asserts against the Client based on the use of the Third Party Software.

5. PROVISIONS FOR THE PERFORMANCE OF MAINTENANCE SERVICES

5.1. To the extent that the order involves the provision of maintenance services, the following specific provisions shall apply, unless otherwise expressly agreed in the order:

5.2. The specification of maintenance services is set forth in the respective order. Unless otherwise agreed in the respective order, the maintenance services shall include the following services:

5.3. Provision of the latest program versions of the software covered by the order (updates, upgrades and new releases). The provision also includes the installation of the software at the Client's site.

5.4. The software must be kept compatible with dependent customary software components, such as operating systems, during the term of the maintenance contract (see Section 5.11).

5.5. The continuous updating of the software documentation. If a considerable change of the functional scope or of the operation of the software takes place, a completely new documentation shall be provided.

5.6. The removal of defects both within the program code and within the documentation (including bug fixing). The response time as well as the recovery time for the removal of defects are set forth in the respective order. The provisions of the following Section 18 shall additionally apply.



5.7. The advice of the Client in case of problems with the application of the software and in case of any program errors.

5.8. The telephone counselling service ("hotline") shall be available to the Client on working days between 8:00 and 18:00 (CET).

5.9. In addition, an electronic ticket system shall be constantly (24/7) available to the Client. If the Contractor does not have a ticket system, it shall ensure that requests of the Client can reach the Contractor by electronic means.

5.10. Telephone inquiries shall be answered immediately during the telephone call. Errors reported and requests for advice made via the ticket system or by electronic means shall be answered by 14:00 of the working day following receipt at the latest.

5.11. The term of the maintenance contract is set forth in the order.

5.12. The remuneration to be paid for the provision of the maintenance services is set forth in the order and is otherwise governed by the provisions of the following Section 14.

5.13. The provisions regarding payment are set forth in the order and the payment regime is otherwise governed by the provisions of the following Section 15. Unless otherwise agreed within the scope of the respective order, the remuneration shall fall due for payment monthly in arrears.

5.14. In the case of defects of the maintenance services, the provisions of the following Section 17 shall apply.

5.15. In the case of defects of title of the maintenance services, the provisions of the following Section 18 shall apply.

5.16. With regard to the rights to software programs provided to the Client within the scope of maintenance services, the Contractor shall grant to the Client those rights which also apply to the provision of the Contract Software in accordance with Section 4. Insofar as the Contractor has to make adjustments to the Contract Software for the Client in accordance with the order or creates other work results for the Client, the provisions of the following Section 8 shall apply with regard to the rights to such work results.

6. PROVISIONS FOR SAAS SERVICES

6.1. To the extent that the order involves the provision of SaaS services, the following specific provisions shall apply, unless otherwise expressly agreed in the order:

6.2. The specification of the SaaS services is set forth in the respective order. Unless otherwise agreed in the respective order, the Contractor shall provide the following SaaS services during the term of the SaaS contract:

6.3. The subject of the contract is the granting of a possibility of using the software specified in the respective order by the Client via internet access as part of a SaaS concept.

6.4. The Contractor shall grant to the Client upon completion of the order a worldwide, freely transferable and freely sublicensable right limited to the term of the

SaaS contract to use the software covered by the order for the contractual purpose agreed in the order.

6.5. The specification of the software is set forth in the respective order.

6.6. The software, the computer performance required for the use and the necessary storage space for data shall be provided by the Contractor or a data centre service provider commissioned by it. The system area assigned to the Client is protected against access by third parties.

6.7. The Contractor shall transmit to the Client the access data required for the software usage for identification and authentication.

6.8. The services to be provided by the Contractor shall be specified in detail with the scope of the order under a Service Level Agreement (SLA). The SaaS services must be available to the Client during its business hours (Mon-Fri from 8:00 to 18:00 CET).

6.9. The term of the SaaS contract is set forth in the order. Upon termination of the contract, the Contractor must provide the Client with the entire data in an industry-standard format and then delete them completely on its site. The deletion must be proven to the Client upon request.

6.10. The remuneration to be paid for the provision of the SaaS services is set forth in the order and is otherwise governed by the provisions of the following Section 14.

6.11. The provisions regarding payment are set forth in the order and the payment regime is otherwise governed by the provisions of the following Section 15. Unless otherwise agreed within the scope of the respective order, the remuneration shall fall due for payment monthly in arrears.

6.12. In the event of defects of the SaaS services, the provisions of the Service Level Agreement (SLA) and, in addition, the provisions of the following Section 17 shall apply.

6.13. In the event of defects of title of the SaaS Services, the provisions of Section 18 below shall apply.

6.14. Insofar as the Contractor has to make adjustments to the Contract Software for the Client in accordance with the order or creates other work results for the Client, the provisions of the following Section 8 shall apply with regard to the rights to such work results.

7. PROVISIONS FOR THE PERFORMANCE OF OTHER IT SERVICES

7.1. To the extent that the order involves the provision of other IT services, such as the provision of consulting services, the following specific provisions shall apply, unless otherwise expressly agreed in the order:

7.2. The specification of the IT services is set forth in the respective order.

7.3. The term of the order for the provision of IT services is set forth in the order.

7.4. The remuneration to be paid for the provision of the IT services is set forth in the order and is otherwise governed by the provisions of the following Section 14.



7.5. The provisions regarding payment are set forth in the order and the payment regime is otherwise governed by the provisions of the following Section 15.

7.6. In the event of defects of the IT services, the provisions of the following Section 17 shall apply.

7.7. In the event of defects of title of the IT services, the provisions of the following Section 18 shall apply.

7.8. Insofar as the Contractor has to make adjustments to the Contract Software for the Client in accordance with the order or creates other work results for the Client, the provisions of the following Section 8 shall apply with regard to the rights to such work results.

8. RIGHTS TO WORK RESULTS

8.1. The work results in any form created by the Contractor or on its behalf by third parties for the Client (including any adaptations of software and any individual developments), all samples or other materials and all rights, including any patent and intellectual property rights thereto shall pass into the unrestricted ownership of the Client solely and irrevocably upon their accrual. The same applies to content and the data generated by means of the software. Furthermore, the Contractor irrevocably grants to the Client the transferable and sub-licensable right unlimited in terms of territory, content and time to use and exploit all the aforesaid copyrightable works in all forms of use and exploitation for the purposes contractually agreed or provided for under the contract. Moreover, for work results individually created for the Client the aforementioned rights of use and exploitation shall be exclusively granted. Insofar as the Contractor provides the Client with a work result which contains rights that existed prior to the provision of the services, the Contractor shall irrevocably grant to the Client a non-exclusive, transferable and sub-licensable right of use and exploitation unlimited in terms of territory, content and time. When providing standard software of the Contractor, the provisions of Sections 4 to 6 shall take precedence.

8.2. The Contractor shall ensure that personnel or auxiliary persons of the Contractor or third parties involved in the provision of services will not assert any rights derivable from moral rights in copyright law or other intellectual property rights. On the first request of the Client, the Contractor shall ensure that the relevant employees submit a necessary consent for the registration of intellectual property rights and/or make a declaration of assignment regarding rights to work results.

8.3. The Contractor is entitled to keep a copy of the work result as proof of the services provided by it. The Contractor is not entitled to any further rights, in particular a right of reproduction or distribution.

8.4. All claims relating to the rights transferred or granted pursuant to this Section 8 shall be deemed fully discharged by the payment of the remuneration pursuant to Section 14.

9. STATUTORY REQUIREMENTS AND QUALITY ASSURANCE

9.1. The Contractor undertakes to comply with the legal requirements applicable to the services at the place of performance and at the place of destination, in particular with regard to accident prevention, occupational safety, machine safety and environmental protection.

9.2. The Contractor shall carry out a state of the art quality insurance suitable in kind and scope and furnish the Client with proof thereof upon request.

9.3. The Contractor shall conclude a corresponding quality assurance agreement with the Client upon request.

If the Client is held liable for infringement of statutory provisions, in particular safety regulations, the Contractor is obliged to indemnify the Client and its customer against all claims to the extent that these are contingent on the Contractor's performance.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1. The Contractor is obliged to treat all information, such as technical, commercial and organizational details, which become known to it through the business relationship with the Client, as a business secret, and to keep such information secret and not disclose it to third parties for the duration and after completion of the service provision. This does not apply to information that is or becomes generally known without infringing this provision.

10.2. The Contractor shall use the information and documents made available to it within the scope of the cooperation with the Client only for the provision of services for the Client. The same applies to the results, data and knowledge arising in connection with this contract.

10.3. The Contractor undertakes to secure all business secrets of the Client using state of the art technology against unauthorized access by third parties. If the Contractor has indications that unauthorized third parties have possibly gained knowledge of business secrets of the Client, it must inform the Client without undue delay and initiate the necessary measures on consultation with the Client.

10.4. The Contractor undertakes to return all information, data, documents and storage media received to the Client after completion of the services. In addition, the Contractor shall remove this information from its data processing systems and, at the Client's option, return physical documents to the Client or permanently delete the data. The Contractor shall prove and confirm in writing the complete return or destruction at the Client's request.

10.5. The Contractor is obliged to comply with all data protection regulations as amended from time to time.

10.6. Insofar as the Contractor processes personal data for the Client, the parties shall conclude an order processing contract in accordance with the provisions of Article 28 GDPR.

10.7. In the event of culpable violation of any of the obligations of this Section 10, the Contractor shall owe the Client a contractual penalty amounting to 5 % of the



respective order value. Claims for damages and the claim for services of the Client remain unaffected by this contractual penalty.

11. DELIVERY DATE, CONTRACTUAL PENALTY AND SUBSTITUTE PERFORMANCE

11.1. Agreed dates and deadlines are binding. Decisive for the observance is the provision of the complete services or, if agreed, the acceptance of the services by the Client at the named place of destination.

Services must be provided during normal business hours. The Client must be asked about its normal business hours.

11.2. Premature provision of the services may only take place with the Client's written consent and does not affect the agreed payment date.

11.3. The Contractor must notify the Client in writing without undue delay of any foreseeable exceedance of the agreed dates and deadlines, stating the reasons and the expected duration of the delay.

11.4. As part of the orders the parties may provide for a separate regime of contractual penalties, in particular within the framework of SLAs. Unless otherwise agreed in the respective order, the following applies: If the Contractor culpably exceeds the agreed dates and deadlines, the Contractor shall be in default without any further reminder and shall owe the Client the payment of a contractual penalty. The contractual penalty amounts to 0.2% of the order value for each commenced working day of the delay, but a maximum of 5 % of the order value having accrued by the time of occurrence of the default. The Client may reserve the right to claim the contractual penalty until the final payment. Claims for damages and the claim for services of the Client remain unaffected by this contractual penalty.

11.5. After the lapse of a reasonable extension granted by the Client, the Client is further entitled to have the services provided by a third party at the Contractor's expense.

11.6. Acceptance of the late services by the Client does not constitute any waiver of claims for compensation.

12. PERFORMANCE INTERRUPTION AND WITHDRAWAL

12.1. If circumstances for which the Client is not responsible result in a closure of or interference with the business of the Client or a customer of the Client for which the services are intended, the right to provide ordered services shall cease to apply for the duration of closure or interference with the business. In this regard, damage claims of the Contractor against the Client are excluded.

12.2. The Client is entitled to withdraw from the order in whole or in part if the services are no longer utilizable from economic points of view due to circumstances for which the Client is not responsible.

12.3. The Client is entitled to withdraw from an order in whole or in part for good cause. "Good cause" shall include, without limitation, natural disasters, import and export restrictions, strike, lockout or other operational disturbances, both at the Client's and Contractor's site.

12.4. The Client is further entitled to exercise the statutory rights of withdrawal and termination.

12.5. If the Client withdraws from the contract in whole or in part, the Contractor's claims for payment shall cease to apply.

13. PLACE OF PERFORMANCE

The place of performance for all services is the registered office of the Client, unless otherwise agreed in writing.

14. REMUNERATION

14.1. The remuneration shall be agreed in the order; the Client shall pay the remuneration either on a cost basis, as an ongoing license or service fee or in the form of a flat fee.

14.2. Unless expressly provided for in the order, no additional fees are owed and all expenses and compensation necessary for the fulfilment of the contract, including insurance, transport, travel and subsistence costs, are deemed discharged by the agreed remuneration.

14.3. If a flat fee and/or an ongoing license or service fee is agreed, this covers all expenses and compensation of the Contractor for all services owed under the respective order.

14.4. Insofar as the services are billed at cost (time and material), the Client may at any time demand a cost limitation from the Contractor, unless such has already been agreed in the order. The cost limitation has the meaning of a binding planning basis for the services to be provided. If it becomes apparent that the cost limitation cannot be met, the Contractor must inform the Client thereof in writing without undue delay, but at the latest when 75 % of the cost limit has been reached. The Client may take all measures that appear appropriate to it to avoid a higher than expected cost, including terminating the relevant order immediately without notice. Exceedances of the cost limit must be renegotiated by the parties and approved by a written order of the Client.

14.5. If a strict cost limit is agreed in the order, this shall have the meaning of a guaranteed maximum price for the services to be provided. Any additional costs arising out of or in connection with the provision of services shall be borne by the Contractor. Additional costs for which the Client is responsible may lead to an adjustment of the cost limit.

14.6. Cost basis services are billed monthly in arrears. The Contractor must prove its cost basis services. Only the acceptance reports signed by the Client or other agreed performance records shall be deemed proof of whether the services were performed.

15. TERMS OF PAYMENT

15.1. The time limit for payment shall begin upon receipt of a proper VAT-compliant invoice.



15.2. A proper invoice must satisfy the legal requirements and the specifications of the order. Improper invoices shall only be deemed to have been received by the Client from the time of rectification.

15.3. Unless otherwise agreed, invoices must be issued in EURO and transmitted electronically to the Client. Online invoices are only permitted with the Client's prior written consent.

15.4. Unless otherwise agreed in writing, payments shall be made 30 days after receipt of a proper invoice less 3% discount or 60 days net. The discount deduction is also permissible if the Client makes a set-off or withholds payments due to defects; the discount period begins after complete rectification of the defects.

15.5. In the event of default in payment, the Contractor is entitled to charge interest of 2.5 % p.a. on the claim.

15.6. Payments by the Client do not imply acknowledgement of the services as being in accordance with the contract. Payments are made subject to subsequent claims.

16. ASSIGNMENT

16.1. The Contractor is not entitled, without the Client's consent, to assign its claims against the Client or to have the sums due collected by third parties.

17. WARRANTY

17.1. The Contractor is liable for ensuring that the agreed services are provided in a careful, correct, punctual and workmanlike manner.

17.2. The Contractor warrants that the services are free of defects, comply with the specifications agreed in the order, the documentation and quality agreements, are suitable for the contractual use, use state of the art science and technology and comply with the relevant national and international legal regulations including the rules and regulations of authorities, employer's liability insurance associations and trade associations. If the Contractor has reservations about the type of execution desired by the Client, it must notify the Client in writing without undue delay.

17.3. The Client shall check the services for externally recognizable quality and quantity deviations within a reasonable period. Any defects discovered shall be notified to the Contractor without undue delay.

17.4. Outwardly not recognizable quality and quantity deviations shall be notified to the Contractor as soon as these have been discovered in the ordinary course of business. The notice shall be deemed timely if it is given within a period of 10 working days after discovery of the defect.

17.5. In the event of defects occurring within the period of limitation, the Client shall be entitled to demand, in addition to the statutory warranty claims, a cost-free rectification of the defective services or to deduct from the agreed remuneration an amount corresponding to the reduced value.

17.6. The Contractor shall bear all expenses incurred in connection with the determination and rectification of defects.

17.7. If the Contractor does not comply with the Client's request to remedy the defect within a reasonable period set by the Client, the Client shall be entitled to take the necessary measures itself at the Contractor's expense or to have them carried out by third parties. If a deadline is unnecessary, the Client shall have this right even without setting a deadline.

17.8. Without prior agreement, measures to remedy minor defects or to prevent disproportionately major damage or to avoid risks to operating safety at the site of the Client or third parties may be carried out at the Contractor's expense by the Client or by third parties commissioned by the Client. The Client shall inform the Contractor immediately of the reason for and nature and scope of these measures. The Contractor's warranty obligation shall not be affected hereby.

17.9. The limitation period for warranty claims begins upon the complete fulfilment of all services agreed under an order.

17.10. For rectified or substitute services or parts thereof, the limitation period of the warranty claims shall recommence at the time of the rectification of the defects.

18. RIGHTS OF THIRD PARTIES

18.1. The Contractor guarantees that the services provided do not violate rights of third parties. The Contractor undertakes to indemnify the Client and its customer against all damages and costs (including lawyer's fees) incurred by the Client and its customer as a result of non-compliance with this guarantee undertaking.

18.2. The Contractor and the Client shall inform each other without undue delay of any known risks of possible infringement and shall counteract corresponding claims by mutual agreement.

18.3. If use of the services in conformity with the contract violates rights of third parties, the Client is entitled to acquire the necessary rights of use from the holder of the rights at the Contractor's expense. The Contractor is obliged to support the Client in any extra-judicial or judicial dispute with the holder of the rights.

18.4. Otherwise, the Client's rights in the event of defects of title shall be determined by the statutory provisions. The limitation period for claims based on defects of title is 10 years.

19. ACCEPTANCE

19.1. If an acceptance of the services has been agreed in the order, the following provisions shall apply.

19.2. If necessary, the parties shall agree on acceptance criteria.

19.3. The execution of the acceptance presupposes that the services provided by the Contractor are ready for acceptance. The Contractor shall inform the Client of the readiness for acceptance in good time before the agreed acceptance date.

19.4. The acceptance test shall be carried out by the Client. The Contractor shall assist the Client with the acceptance to the extent desired by the Client free of charge. During the acceptance test the Client shall check the service for its conformity with the contract. The service will be in conformity with the contract if it is



free of material defects and defects of title (Section 640 of the German Civil Code [BGB]).

19.5. If the service is largely free from defects (Section 640 BGB) or, in the case of defects, despite the existence of which all essential functions are available, the Client shall declare the acceptance in writing. The other insignificant defects shall not prevent the acceptance and must be remedied within the scope of the warranty.

19.6. The parties shall draw up a joint acceptance report upon conclusion of the acceptance test, which shall indicate the nature and extent of any deviations ascertained.

19.7. The Client is entitled to refuse acceptance in the event of significant performance defects. The Contractor shall remedy significant performance defects without undue delay and make available the non-defective service to the Client for acceptance again. The Contractor shall remedy insignificant performance defects within a reasonable period to be agreed with the Client.

19.8. The use of the services by the Client shall not be considered a declaration of acceptance. The acceptance must in each case be expressly declared in writing.

20. EMPLOYMENT AND SOCIAL INSURANCE PROVISIONS

20.1. The Contractor shall ensure that all provisions of the German General Minimum Wage Act (*MiLoG*) and the German Posted Workers Act (*AEntG*) are complied with when providing the services for the Client, in particular that the deployed employees receive the applicable minimum wage or the prescribed minimum wage in the industry. Furthermore, the Contractor shall ensure that all social insurance contributions and contributions to employer's liability insurance associations are duly paid. The Contractor must prove compliance with the aforementioned provisions by suitable documents at the Client's request.

Compliance Notice

We draw your attention to the fact that our employees are required to strictly adhere to all applicable statutory provisions and the values and principles of the Körber Group. In particular, our employees are not allowed to demand, be promised or accept any undue advantages or benefits. Details can be found in our code of conduct under www.koerber.de/compliance.

20.2. The Contractor shall indemnify the Client against all claims of third parties asserted against it due to a breach of the obligations pursuant to Section 15.1.

20.3. If the Contractor uses the services of a subcontractor to provide the services for the Client, the warranty and indemnity obligation pursuant to Sections 15.1 and 15.2 shall also apply to these subcontractors. Section 3.2. remains unaffected. In addition, the Contractor is liable to the Client for any damage suffered by the Client due to non-compliance with the obligations pursuant to Section 15.1.

21. ADVERTISING

21.1. The Contractor may refer to the business relationship with the Client only with the Client's written consent. The Contractor is not entitled to use trademarks, logos, trade names or firm names of the Client.

22. PARTIAL INVALIDITY

If a provision of these IT Purchasing Terms or of the order is or becomes invalid in whole or in part, this will not affect the validity of the remaining provisions. The Contractor and the Client shall endeavour to agree on a valid provision that comes as close as possible to the economic purpose of the invalid provision. If no agreement is reached, the court shall decide.

23. JURISDICTION AND GOVERNING LAW

23.1. The courts at the place of the Client's registered office have exclusive jurisdiction. The Client is also entitled to assert its claims at the Contractor's general place of jurisdiction.

23.2. The legal relations between the Contractor and the Client shall be governed by the laws of the Federal Republic of Germany. The application of the conflict of laws provisions of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.