

# Purchase Order Terms of DHL Group (DHL) Germany

## 1 Scope of application

These Purchase Order Terms apply to all Purchase Orders (PO) issued by a DHL Group company (Customer) and Supplier agrees to these terms - a notification of acceptance for this PO by Supplier is not necessary. Written individual agreements which deviate from these PO terms shall take precedence over these Purchase Order. In no event the Supplier's general terms and conditions shall become an integral part of the Purchase Order even if the Customer does not expressly object to them.

## 2 Performance

The Supplier performs the contractual services with due care, expertly and in accordance with the respective PO. Supplier ensures that the goods and/or services comply (i) with the contractual specifications (including any SLA) and (ii) with the state-of-the-art, in particular the pertinent legal provisions, norms and the regulations of authorities, employers' liability insurers, trade associations and organizations for standardization.

### 2.1 Supply of Goods

(Delivery of Goods) The Goods shall be delivered on the date, time and at the place stated in the Purchase Order, and in accordance with the instructions specified. If it is apparent that the delivery date will not be met, then without prejudice to Customer's other rights or remedies, the Supplier must immediately notify Customer in writing and take all necessary corrective action that Customer may request at the Supplier's cost.

(Quality) All of the Goods must pass the acceptance tests of Customer's personnel. Customer shall be entitled to reject all Goods which do not conform to the specification of the PO. Defective goods may be returned with the risk and costs borne by the Supplier. The notification of defects - according to § 377 HGB (German Commercial Code) - shall be deemed on time if it is sent off within eight working days of delivery or discovery of an initially unrecognisable defect.

(Packaging) The Supplier shall comply with all requirements of applicable law(s) concerning the manufacture, labelling, packaging, storage, packing, delivery and sale of the Goods. The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach the destination in good condition. To the greatest extent possible, environmentally friendly packaging shall be used. It must be easy to remove and dispose of. The use of one-way pallets is prohibited. The packaging material used must guarantee that shipments ("Gebinde") can be stacked, which is a prerequisite for efficient warehousing, and that they retain their shape and are not damaged even if other shipments are stacked on top of them. It must be ensured that the shipments/boxes are secured in such a way as to prevent them opening or splitting. If items are to be palletised, they shall be transported on DIN 15 146-compliant Europallets. To ensure full capacity utilisation, the shipments to be delivered shall be stacked according to Europallet standards CCG1 (800 x 1200 x 900 mm) and CCG2 (800 x 1200 x 1800 mm), observing the maximum total weight for Europallets.

(Shipment) Where possible, Supplier shall commission an affiliate of Deutsche Post DHL Group for delivery of the ordered Goods to Customer. Each delivery shall be accompanied by delivery notes containing an exact itemisation of the type and quantity of the goods contained. The Customer's full order number, the ordering party, the material number(s) and the delivery address shall be stated on the delivery note.

### 2.2 Supply of Services

(Service standards) The Supplier warrants that the Supplier shall, at all times supply the Services, be using only Personnel who are suitably skilled, trained and qualified to enable the Supplier to supply the Services in accordance with the respective PO.

If a service is not rendered in accordance with the PO or is rendered incorrectly, and the Supplier is responsible for this fact, the Supplier shall be required to render the service in accordance with the PO within a reasonable period without additional cost to the Customer.

(Compliance) The Supplier will ensure in particular that he and his sub-contractors - where applicable - comply with the regulations of the German act on strengthening collective bargaining autonomy (*Tarifautonomieggesetz*), in particular with the duty to pay minimum wages as defined in the German Minimum Wage Act (*Mindestlohn-*

*gesetz*). The Supplier assures that he has not been sanctioned in the past by a public authority or a court as a result of violations of these or other legal obligations (where already applicable to the Supplier) in the area of payment of wages, and in particular that he has never been excluded from public contracts in this context. The Supplier will notify the Customer immediately if such violations or exclusions occur during the term of contract. The Supplier will also conclude identical or at least analogous agreements with his sub-contractors and will pay them remunerations that allow them to pay their employees the minimum wages.

The Supplier will indemnify the Customer against any claims made by third parties under civil or public law that arise from violations of the collective bargaining autonomy act (*Tarifautonomieggesetz*) by the Supplier or a sub-contractor. Such third parties are in particular employees of the Supplier or a sub-contractor.

The Supplier's obligation to indemnify the Customer will also apply to any sanctions, fines or other actions imposed under public law or claims under public law asserted by public law entities and any costs incurred in connection with the legal defense, such as attorney's fees and court costs.

## 3 Ownership & Rights of Use

3.1 For Services specifically rendered or developed for the Customer the following applies:

The Supplier grants the Customer the exclusive, fully-paid-up, royalty-free, irrevocable, unrestricted, worldwide, sub-licensable and transferable right of use for all known, derivable and future types of use to the work products (including -if any- source code and documentation) that are subject to copyright protection or protection of industrial property and which are created under the respective PO. The right of use shall also include the right to any commercial exploitation, publication, development and reproduction as well as the right to onward transmission to third parties for possible follow-up orders. The Supplier waives his right of designation of authorship (*Urhebernennungsrecht*).

3.2 For Services not specifically rendered for the Customer the following applies:

For all other work products that are subject to copyright protection or protection of industrial property and which are contributed or independently developed by Supplier, the Supplier grants the Customer and its Affiliates a non-exclusive, perpetual, fully-paid-up, royalty-free, irrevocable, unlimited, worldwide and transferable right of use for the business operations of Customer and its Affiliates.

3.3 Supply of standard software

In case of licensing of a standard software, the parties agree to also comply with the respective end user licensed agreement ("EULA") of the Supplier relating to such software subject to the following provision: Supplier grants Customer at least a non-exclusive, worldwide, irrevocable, perpetual right of use for Customer and its Affiliates business purpose.

## 4 Prices

The agreed prices (excluding VAT) shall be fixed prices. Subsequent claims shall be prohibited. The agreed prices shall cover all costs incurred until the contract is fulfilled (e.g. for packaging, transport, insurance, customs clearance, installation, excise taxes). VAT is applied at the rate valid on the day it was incurred.

## 5 Delivery periods/Delivery dates

The agreed delivery and performance periods/dates shall be binding.

## 6 Invoices

6.1 Upon completion of the delivery or service, invoices shall be submitted together with all relevant documents to the address indicated by the Customer. The invoice shall contain the same information as the delivery note (Section 2.1 (Shipment): the Customer's full order number, the ordering party, the material number(s) and the delivery address.

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6.2 Further, the invoice shall contain the information required by Section 14 German Sales Tax Act (*Umsatzsteuergesetz*). Applicable VAT shall be indicated including the rate at which it is applied.

6.3 In the event of delivery of goods or performance of services within the EU, in addition to the required information the Supplier's invoice must also contain the VAT ID number of both the Supplier and the Customer as well as a comment on the tax-free status of intra-Community goods and services.

6.4 For invoices for payments on account or for advance payment, Section 6.2 shall apply accordingly.

### 7 Payment, assignment of claims

7.1 If nothing to the contrary has been arranged, payment of the invoice amount shall be effected by bank transfer or by cheque, within 30 days upon receipt of the invoice. The payment period shall commence upon the presentation of the agreed documentation and upon receipt of a full and transparent invoice.

7.2 Assigning a contractual claim of the Supplier vis-à-vis the Customer shall only be valid if the Supplier notifies the office processing unit on the invoice accordingly, (c.f. 6.1), indicating the name, address and account number of the new account payable and effective date of the assignment (subject to Section 407 BGB, German Civil Code).

### 8 Warranty

Customer shall be entitled to full statutory warranty claims.

### 9 Industrial property rights

The Supplier shall ensure that all provided goods and services are not subject to third party industrial property rights. The Supplier indemnifies Customer from and against all actions, costs, claims, demands, expenses and liabilities whatsoever, including without limitation legal costs, resulting from any infringement, and at its own expense will assist in the defense of any proceedings which may be brought in that connection.

### 10 Termination for cause

The Customer shall be entitled to terminate the contractual relationship for cause without notice particularly if

- a) Supplier acts in a manner contrary to the fundamental provisions of the PO and no change ensues even after a written warning - if reasonable and practicable - from the Customer
- b) Supplier or his subcontractors, employ persons for the purpose of contract performance, who are not in possession of a work permit required by the authorities, or
- c) Supplier or his sub-contractors do not pay their employees the minimum wages.

### 11 Confidentiality, Postal secrecy, Data Protection, Data ownership

11.1 The Parties agree to treat as confidential any and all information obtained on the other Party and the subject matter of the respective PO. Each Party shall only use this information for fulfilling its contractual obligations. This shall apply not only to operational and organizational processes but also and particularly to any and all information that is clearly marked or recognizable as confidential or as operational/business secrets. Unless required for the purpose of the agreement, they shall not make any notes and communications to non-affiliated third parties.

11.2 The Parties will comply with all applicable laws/regulations regarding data protection and postal secrecy. As between the parties, Customer retains all right and title in and to Customer Data and the Supplier shall not use or reproduce the same for any other purpose in any manner without the prior written consent. "Customer Data" means all data or records of whatever nature and in whatever form relating to the business, employees or customers of Customer, created, processed or provided to Supplier in the course of provision of Services or Goods. Supplier will use and otherwise process Customer

11.3 Data and/or Personal Data only (1) to provide Customer the contractual Services or Goods in accordance with Customer's documented instructions; (2) as described in a Controller Processor Agreement, if any; or (3) as required by law.

11.4 The Supplier shall ensure that his employees and subcontractors also fulfil the above mentioned obligations.

11.5 The obligations of this Section 11 shall remain in effect, even after fulfilment or the termination of the respective PO.

### 12 Export Control and Sanctions Laws

12.1 Supplier shall ensure compliance with all applicable export control and sanctions laws and regulations. In particular Supplier warrants that

- a) neither the Supplier nor its holding company, agents, vendors and/or other thirds directly contracted by the Supplier for the delivery of Goods (including technology and software), and the Services under the Contract are listed on any applicable sanctions list as a restricted or denied party;
- b) Supplier has obtained all necessary permits, licenses and/or authorizations required for the delivery of Goods and/or Services under the Contract to its destination and the use of the Goods and/or Services in the contract territory; and
- c) Supplier has informed Customer and will inform Customer promptly in writing as far as the Goods and/or Services are or become subject to applicable restrictions related to their import, re-/export, transit or transfer.

12.2 The Supplier shall provide DHL with all information, including permits and licenses that are required by any applicable Laws and Regulations in order to allow DHL and DHL's clients the lawful and contractually agreed use of the Services in any country and territory as required by DHL.

12.3 In the case of a breach of the obligations set forth in this Clause, the Supplier shall indemnify and hold DHL harmless from any claims, penalties and fees that arise or result from such a breach.

### 13 Other provisions

13.1 German law shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

13.2 The language of contract and correspondence shall be English. Should translations be made of this PO, the English version alone shall be authoritative. If the English legal meaning differs from German legal meaning of this Agreement and its terms, the German legal meaning shall prevail.

13.3 The concluded PO's shall remain valid in the event that individual provisions of the PO be or become void. By mutual agreement between the parties, the provision in question shall be replaced by one that comes as close as possible to the original economic and legal purpose.