

# APPENDIX 6 – General Purchasing Conditions

*[German version prevails.  
English version for information purposes only]*

## **1. APPLICABILITY**

(1) The following General Purchasing Conditions (hereinafter referred to as “GPC”) apply to all orders and deliveries of goods for Tele Columbus AG or for any other enterprise affiliated with Tele Columbus AG pursuant to Section 15 of the German Stock Corporation Act [AktG] (hereinafter referred to as the “Client”).

(2) These GPC only apply if the Contractor (hereinafter referred to as the “Contractor”) is an entrepreneur (Section 14 of the German Civil Code [BGB]), a legal entity under public law or a special fund under public law.

## **2. CONTRACTUAL COMPONENTS**

The contractual components are given the following order of priority:

- a) the order (purchase order);
- b) the respective service description or quote;
- c) the Supplier Code of Conduct (TC Supplier Code of Conduct) as amended (available on: [www.telecolumbus.com](http://www.telecolumbus.com)).

## **3. ORDER AND QUOTE**

(1) The Client issues a written purchase order for the respective purchase, if necessary with reference to a quote submitted by the Contractor (hereinafter referred to as “Contractor”).

(2) If the Client’s purchase order confirms a quote submitted by the Contractor, a contract is deemed to have been established with the service content and remuneration stated in the quote. Amendments or additions to the quote submitted by the Contractor are binding if they have been recorded in writing in the purchase order and confirmed by the Contractor.

(3) The Contractor’s quote conditions or other general terms and conditions or preliminary contracts shall not become the subject of the contract. In particular, the Client does not recognise any conflicting or deviating general terms and conditions of the Contractor unless the Client has expressly agreed to their validity in writing.

## **4. OBLIGATIONS OF THE CONTRACTOR, DELIVERY OF GOODS, PACKAGING, TRANSFER OF RISK**

(1) The Contractor must comply with all of the Client’s existing policies. If these are not already available to the Contractor when the order is placed, they shall be communicated to the Contractor by the Client.

(2) The ordered goods are to be packed in a usual and appropriate manner (in accordance with their properties and the mode of transport). The Contractor must take back and dispose of transport packaging at its own expense.

(3) All deliveries must be accompanied by two copies of the delivery note. The delivery note must contain all order data (in particular the order number, product number, order and delivery quantity) and must precisely describe the delivered items in terms of type and scope. If any information is missing, the Client cannot be held responsible for any resulting delay in processing.

(4) The Client must be provided with a precise dispatch note for each delivery/consignment in good time, stating the order number upon dispatch of the goods. Any costs incurred due to failure to comply with the shipping address are to be borne by the Contractor.

(5) Deliveries/services outside the Client’s usual business hours must be agreed with the Client in writing in advance. Any disadvantages resulting from failure to uphold this provision are to be borne solely by the Contractor.

(6) The Contractor bears the risk of loss, accidental destruction or damage to the goods until complete acceptance of the delivery by the Client at the place of fulfilment. The above provision also applies if insurance is

agreed in individual cases at the expense of the Client or if the Client takes out the transport insurance itself.

(7) Early deliveries require the prior consent of the Client. Agreed payment deadlines are not affected by early deliveries.

(8) Trial deliveries/services agreed in writing take place at the sole expense of the Contractor. The Contractor has no claim to a purchase order being issued based thereon.

## **5. CHANGES TO THE SCOPE OF THE ORDER**

(1) The Client is entitled to request modifications to the requirements from the Contractor within a reasonable period. The Client must notify the Contractor accordingly in writing. The Contractor must comply with and execute these requirement changes, except where doing so would be economically unfeasible or where existing delivery schedules prevent such modifications.

(2) In the event of a change in the scope of the order, the parties shall agree new schedules or, in the event of an increase in the scope of the order, agree a separate date for the additional goods to be delivered.

(3) In the event of deviations in requirements requested by the Client, the same agreed conditions shall apply to the costs of the additional services up to 20 per cent of the order amount or the ordered quantity. The same applies to shortfalls in delivery.

## **6. PRODUCT PROPERTIES**

(1) With regard to the goods, the Contractor shall provide the quality specified in the purchase order. Features mentioned in the purchase order are considered guaranteed.

(2) The Contractor bears full responsibility for performing deliveries in accordance with the contract. In doing so, the Contractor must observe trade practices, the generally recognised rules of technology, statutory regulations and regulatory provisions at a minimum.

(3) Any necessary protective equipment must be supplied and is included in the price. The delivered goods must bear the relevant test marks.

(4) The Contractor guarantees that its deliveries/services are free of harmful substances, i.e. free of hazardous substances that are harmful to health.

(5) The Contractor undertakes to use environmentally-friendly delivery methods and packaging materials for its services as far as economically and technically possible.

## **7. PRICES AND TERMS OF PAYMENT**

(1) The prices stated in the quote are binding and exclude subsequent claims of any kind. Costs for packaging and transport to the delivery address or place of use specified by the Client (e.g. at the named premises) are included in the prices. Invoices must state the date of delivery.

(2) The statutory value added tax is included in the price and listed separately at the end of quotes and all invoices. The invoices must comply with the requirements of Sections 14, 14a of the German Value Added Tax Act [UstG]. In particular, the following information must be included in the invoices:

- Name; address and VAT identification number of the respective Client company
- Name, address and tax number or VAT identification number of the Contractor
- Type and scope of service (alternatively reference to supplementary documents, e.g. contract), disclosure broken down by the share of service provision and rights
- Time of service provision (e.g. month)
- Date on which the invoice was issued
- Consecutive invoice number
- Client purchase order number

- Net amount for the service, broken down into taxable – separated according to tax rates – and tax-free amounts
- The tax amount attributable to the net amount must be presented as a separate item
- Reference to the grounds for tax exemption (e.g. delivery abroad)
- Additional information for foreign service providers/Contractor
- Low-value invoices (up to EUR 250.00) must only contain items 2, 3, 5 and 10 and the gross amounts broken down according to tax rates.

(3) Invoices can only be processed by the Client if they – in accordance with the specifications in the purchase order – state the purchase order number shown therein and contain the delivery note. The Contractor bears responsibility for all consequences that arise from failure to comply with this obligation, unless it can prove that it is demonstrably not responsible for them. The Contractor must invoice its services in a verifiable manner. Invoice amounts that are to be paid for changes and additions must be listed separately from the other invoice amounts or specially reference the agreements made. Invoices are to be sent by email to [lieferantenrechnung@pyur.com](mailto:lieferantenrechnung@pyur.com) and must not be enclosed in the delivery.

(4) Unless otherwise agreed in writing, the Client must pay the remuneration at its discretion either within 14 days with a 3% discount, within 30 days with a 2% discount or within 60 days net, calculated from the date of service provision and receipt of the invoice.

(5) To the extent permitted by law, the Client may set off costs and retain payments. In particular, in the event of defective delivery/service, the Client is entitled to withhold payment pro rata until proper fulfilment of the corresponding delivery or service.

## **8. DELIVERY DATE, DELAY, FORCE MAJEURE**

(1) Where the purchase order specifies a delivery date and the Client has a demonstrable special interest in timely delivery, such dates shall constitute binding fixed dates pursuant to Section 376 of the German Commercial Code [HGB]. The Contractor shall be in default if such deadlines are not met without any further grace period being set. The Contractor must compensate the Client for any damage caused by the Contractor's failure to meet deadlines.

(2) The Contractor must immediately notify the Client in writing regarding any foreseeable delivery delays. This notification must include the underlying reasons and, to the extent information is available, the anticipated length of the delay. The validity of the provision under Section 8 (1) is not affected as a result.

(3) The unconditional acceptance of a delayed delivery does not constitute a waiver of the claims for compensation to which the Client is entitled.

(4) The Client is not obliged to accept partial deliveries or partial services. The acceptance of a delayed and/or partial delivery/service does not imply the waiver of further claims.

(5) Force majeure events release the contracting parties from their service provision obligations for the duration of the disruption and to the extent of its effect. Force majeure within the meaning of these GPC refers to an event that is beyond the control of the affected party and could not be foreseen by a prudent party with experience in the industry and could not be overcome with reasonable effort if it occurred.

The Client shall be released from the obligation to accept the commissioned service in whole or in part and shall be entitled to withdraw from the contract if the service can no longer be utilised or is no longer of interest to the Client due to the delay caused by the force majeure – taking into account economic aspects.

## **9. RETENTION OF TITLE AND TRANSFER OF RISK**

(1) Ownership of the goods passes to the Client upon delivery. The Contractor waives any retention of title upon performance of the service or provision of the delivery. The Contractor must notify the Client in writing of any retention of title by third parties when submitting the quote.

(2) Unless otherwise agreed in writing, delivery takes place

free domicile to the delivery address or place of use specified by the Client.

(3) In addition to Section 412 (1) HGB, the Contractor must ensure that suitable vehicles and equipment are used for unloading, if this is necessary, as unloading via a storage ramp is not possible at all locations/delivery addresses or points of use.

(4) The risk of damage or accidental loss passes to the Client upon acceptance of the delivery. The provision of Section 446 BGB remains unaffected by this.

## **10. DUTY TO INSPECT AND NOTIFY DEFECTS**

(1) The Contractor assumes full liability for the quality and suitability of the delivery/service as well as for the fulfilment of guarantees given, including on behalf of its subcontractors.

(2) The Client is obliged to inspect the goods for any deviations in quality and quantity within a reasonable period of time. A complaint shall be deemed to have been made in good time if it is received by the Contractor within a period of 5 working days, calculated from receipt of the goods or, in the case of hidden defects, from discovery.

(3) If the delivered goods are defective, the Client may request the Contractor rectify the defect or make a subsequent delivery, at its discretion. If the second attempt to remedy the defect fails, the rectification process is to be considered unsuccessful. In the event of a replacement delivery, the defective goods must be replaced by the Contractor without delay. The replacement delivery has failed if the goods delivered as a replacement are also defective.

(4) The Client has the right to reject goods that are defective.

(5) The Contractor must reimburse any additional expenses incurred as a result of the inspection and return of defective goods.

(6) The warranty period is 24 months, calculated from the transfer of risk. The warranty period is temporarily interrupted upon receipt of a notice of defect from the Client until the defect has been remedied by the Contractor. In the event of a replacement delivery, the warranty period shall recommence.

(7) The Contractor's liability also includes damages incurred by the Client as a result of third-party claims. The Contractor undertakes to indemnify the Client against any claims by third parties if the claim for damages is based on an event that obliges the Contractor to claim damages from the Client.

## **11. INSURANCE COVER**

The Contractor is obliged to maintain sufficient public liability insurance for personal injury, property damage, transport damage and financial loss in line with the risks associated with the services to be provided and to maintain such insurance during the provision of services. Corresponding evidence must be submitted to the Client upon request.

## **12. TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS**

(1) The Contractor warrants that no third-party rights are infringed in connection with the provision of its services.

(2) If claims are asserted against the Client by a third party, the Contractor is obliged to indemnify the Client against these claims upon first written request. The Client shall not be entitled to make any agreements with third parties, in particular to conclude a settlement, without the consent of the Contractor.

(3) The Contractor's obligation to indemnify relates to all expenses incurred by the Client arising from or in connection with claims asserted by a third party.

## **13. TERMINATION OF THE CONTRACTUAL RELATIONSHIP**

(1) The Client shall be entitled to terminate the contractual relationship for good cause without observing a notice period. Good cause applies in particular if

- the Contractor fails to fulfil essential obligations even after a warning,

- despite receiving a warning, the Contractor continues to breach significant contract terms, particularly through delays in service delivery,
- there is a change of ownership or a significant change in the Contractor's corporate structure ("change of control") that entails the ownership structure of the Contractor's company changing to a degree that the new owner acquires more than 50% of the company shares and/or control options, and this adversely affects the business interests of the Client,
- the Contractor has become insolvent; namely if an application is made to open insolvency proceedings and the other party has either filed the application itself or is insolvent or overindebted or the court has ordered security measures in accordance with Section 21 of the German Insolvency Act [InsO],
- the contract was concluded in breach of the provisions of the German Competition Act.

(2) If the contract is terminated for good cause for which the Contractor is responsible, the Contractor shall only be remunerated for the services rendered up to the date of termination. The Client retains all other rights to make claims, especially those related to compensation for damages.

(3) Notices of cancellation must be submitted in writing to be effective.

#### **14. AUDIT**

(1) The Client has the right to an audit in accordance with the following provisions if it has a legitimate interest and an audit is necessary to verify the proper provision of services. In the event of an audit, the Client or its representatives shall have the right to inspect the Contractor's premises and to inspect the Contractor's records, to audit them and to make copies of them, provided that these records are suitable and necessary to prove the contractual service provision and no third party rights prevent the inspection. The inspection shall take place to a reasonable extent, at the usual location and during normal business hours. The Contractor must co-operate fully and promptly with any inspection or audit conducted by or on behalf of the Client, including answering questions fully and accurately/correctly and providing requested documents.

(2) The Client is entitled to an audit subject to a notice period of 2 working days. The Contractor must immediately provide the Client's employees with appropriate assistance free of charge where necessary to undertake the audit. If the Contractor processes personal data, audits may be carried out without prior notice.

(3) The Client may carry out audits at any time up to 2 years after the end of the calendar year following the end of this contract or the purchase order.

(4) The Client must bear the costs of an audit, unless the audit reveals that the Contractor has breached contractual obligations to a significant extent. In this case, the Contractor must pay all reasonable fees or reimburse the Client. If it transpires that the Client has made overpayments, these overpayments must be refunded immediately with interest.

#### **15. SUPPLY CHAIN DUE DILIGENCE ACT**

(1) The contractual partner undertakes to comply with the human rights and environmental standards and obligations as set out in the Tele Columbus Supplier Code of Conduct. The rights and obligations set out in the Supplier Code of Conduct apply without prejudice to and in addition to this Supply Chain Due Diligence Act clause. The Contractor is responsible for both transferring these obligations to subcontractors and enforcing their compliance through appropriate controls.

(2) If any suspicion arises regarding the Contractor's failure to comply with the requirements set out in clause 1, the Contractor must promptly investigate and report the findings to Tele Columbus. Tele Columbus may conduct its own investigation or engage external parties to do so. This specifically includes examining all pertinent records.

(3) Even in the absence of suspicion, Tele Columbus maintains the right to conduct an inspection as part of its risk assessment or effectiveness verification processes.

(4) If there are concrete indications that a human rights or environmental risk exists at the Contractor's premises or

that such a risk has materialised into a violation, the Contractor is obliged to cooperate in the implementation of the preventive or remedial measures that Tele Columbus is obliged to carry out in accordance with the Supply Chain Due Diligence Act [LkSG] and to tolerate them.

(5) Irrespective of specific grounds for suspicion, the Contractor is obliged to respond to enquiries from Tele Columbus regarding the fulfilment of the obligations under this LkSG clause within a reasonable period of time and in compliance with the specified formalities.

(6) Tele Columbus reserves the right to terminate the contract with the Contractor without notice in the event of a serious breach of the obligations of this LkSG clause and to demand compensation from the Contractor for the damage caused by the culpable breach of one of the above obligations.

#### **16. FINAL PROVISIONS**

(1) The place of fulfilment for the delivery/service is the place of receipt or place of service provision specified by the Client in the purchase order.

(2) These terms are governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) The Contractor may only assign claims against the Client that have arisen or arise in connection with this assignment with the prior written consent of the Client.

(4) The place of jurisdiction for all disputes arising from the assignment is Berlin, insofar as this is legally permissible.