

## GENERAL PURCHASING CONDITIONS FOR IT

### – GENERAL SECTION –

#### 1. SCOPE AND SEQUENCE

- 1.1 The respective current version of the General Purchasing Conditions for IT ("**GPC-IT**") valid when concluding the contract shall apply to deliveries and Services of the Contractor in the area of information technology, including telecommunications technology (jointly: "**Service**" or "**Services**"). However, they only apply if the Contractor is a merchant as defined in s. 14 BGB, a juridical person under public law or a special fund under public law.
- 1.2 Each DEKRA SE company affiliated as defined in sections 15 et.seq. AktG can be a client according to this GPC-IT.
- 1.3 Unless expressly agreed otherwise in the specific case, the following contractual conditions shall apply in the sequence below:
  - 1.3.1 Order from DEKRA
  - 1.3.2 Price list
  - 1.3.3 Separate Conditions of GPC-IT
  - 1.3.4 These General Conditions of GPC-IT
  - 1.3.5 Service descriptions

If and insofar as other DEKRA documents are referred to in the documents named under no. 1.3.1 to 1.3.5 GPC-IT, these shall also apply.

- 1.4 Non-disclosure agreements between the Parties shall take precedence ahead of the conditions of the GPC-IT. This shall also apply to any master agreements, freelance employee contracts and similar agreements concluded between the Parties that refer to the GPC-IT. Moreover, the GPC-IT shall apply exclusively. The general terms and conditions of business of the Contractor are not applicable. This shall also apply if DEKRA places unconditional orders in the knowledge of the Contractor's terms and conditions, accepts, deliveries or other Services or directly or indirectly refers to them in correspondence, etc. which contain the Contractor's or a third party's terms and conditions. DEKRA shall only acknowledge contrary, deviating or supplemental terms and conditions of the Contractor if DEKRA expressly consent to their applicability in writing.
- 1.5 The respective version of the GPC-IT shall apply without requiring a new reference to all future Services from the Contractor. The respective version is available on the DEKRA website <https://www.dekra.com/en/it-procurement>. Upon request, the respective applicable IT-GPCs can also be posted.

## 2. CONCLUSION AND CONCLUSION OF CONTRACT, AND WRITTEN FORM

- 2.1 Only written orders or orders confirmed in writing by DEKRA are binding. Without request, the Contractor shall point out obvious errors (e.g. spelling mistakes and typos) and omissions in the order, including all associated Documentation, so that they can be corrected and omissions rectified before acceptance.
- 2.2 The Contractor can accept orders from DEKRA within the binding period stated therein, otherwise within 5 work days (Monday to Friday) from the date of order by written confirmation. Applicable here is receipt of the acceptance by DEKRA.
- 2.3 Legal declarations and notifications issued by the Contractor after acceptance of the order (e.g. deadlines, warnings, declarations of withdrawal) require the written form in order to be valid. Transmission by fax or e-mail is sufficient for the written form. The order number stated on the order and the name of the ordering party and company, for which they work, must be cited in all correspondence.
- 2.4 The written contract, including this GPC-IT, fully represents all agreements concluded between DEKRA and the Contractor in relation to the object of the contract. Verbal agreements concluded before conclusion of the written contract are not legally binding and are replaced in full by the written contract.
- 2.5 DEKRA does not reimburse expenditures of the Contractor, visits or the preparation of quotations, projects, plans, etc., before the order is awarded or for the detailing of the quotation. DEKRA may change the specifications of the Service, which have not be or not finally be specified at contract closing between the parties, at its reasonable discretion as defined by s. 315 BGB.

## 3. GENERAL SERVICE OBLIGATIONS, QUALITY AND ORGANIZATION OF THE SERVICES

- 3.1 **Service quality.** The Contractor guarantees that the Services owed by it are in accordance with the latest status of technology and the relevant domestic and international regulations, provisions and directives at the time of provision.
- 3.2 The Contractor must perform a quality assurance that is suitable in accordance with the type and scope and the latest state of technology and – on request – must provide proof to DEKRA in an appropriate form, for example, in case of product liability damages.
- 3.3 **Subcontractors.** Without prior written consent from DEKRA, the Contractor does not have the right to engage third parties (e.g. Subcontractor) to provide the Services.
- 3.4 **Open Source Software.** Without prior written consent from DEKRA, the Contractor is not authorized to include so-called "free software" or "open source software" ("**OSS**") in software developments for the purpose of fulfilling the contract. The use of

OSS without prior written consent from DEKRA shall be deemed to be a material breach of contractual duty and shall represent a defect in performance.

#### **4. RIGHTS OF USE**

The contractor shall provide the Services free of legal negotiable rights of third parties. The contractor shall provide DEKRA - irrevocable for all known and future usage types - the content, time and spatial related unlimited and exclusive rights for use and utilization for the works created and other Services based on the order or the provided deliveries including the right to modify the delivery/Service, to further develop it or to destroy it.

#### **5. DEKRA'S DUTIES OF COOPERATION**

- 5.1 DEKRA shall fulfill the agreed duties of cooperation, insofar as they are agreed in the contract.
- 5.2 DEKRA shall provide the Contractor with requested Documentation or information – if available – by the agreed dates. If information or Documentation may not be disclosed because of third-party rights, this shall not represent insufficient cooperation.
- 5.3 The Contractor shall immediately complain of insufficient cooperation by DEKRA in writing. Otherwise, DEKRA shall not be in default. DEKRA is only responsible for insufficient or delayed cooperation if DEKRA is responsible for this.

#### **6. PLACE AND TIME OF SERVICE, OTHER DELIVERY MODALITIES**

- 6.1 The Contractor must package and ship dispatched Services in accordance with the requirements of the Service and according to the statutory provisions. The Contractor shall collect the packaging material upon request from DEKRA at its own cost.
- 6.2 A bill of delivery with two copies must be attached to each delivery, which must list all identifications included in the order, such as order No., part No., batch No. item No. Agreed partial or remaining deliveries must be identified separately. The bill of delivery must be attached in such a way that the content of the delivery can be determined without opening the packing.
- 6.3 "DDP Incoterms (2010)" (based on the delivery address stated in the order or, if a delivery address is not expressly stated, the branch office of DEKRA placing the order) shall apply to all deliveries unless agreed otherwise.
- 6.4 The shipping must be advised to DEKRA in such a way that the DEKRA information about quantities, dimensions and weight is known at the latest at 4:00 PM of the work day prior to the day of delivery. This also applies to possible special regulation for the

handling of the delivery, especially for unloading, transport and storage in our area of operation.

- 6.5 Risk shall only transfer to DEKRA upon handover to us at the place of fulfillment. This shall also apply if sales shipment has been agreed. If acceptance is agreed, risk shall only transfer upon successful acceptance. The statutory provisions regarding the transfer of risk shall remain unaffected by any delayed acceptance by DEKRA.

## **7. DATE OF SERVICE AND DEFAULT**

- 7.1 The date of Service (delivery date or deadline) stated in the order (or otherwise regulated in this GPC-IT) is binding. The Contractor shall immediately inform DEKRA in writing if and for what reason is expects not to be able to adhere to a deadline and how long the delay is expected to last.
- 7.2 If the Contractor does not provide its Services or not within the agreed period or is otherwise in default, DEKRA's rights – notably of withdrawal and compensation – shall be based on the statutory provisions.
- 7.3 If the date, by when the Service must be completed at the latest, is determined on the basis of the contract, the Contractor shall be in default after this date without this requiring a warning. Statutory deadline requirements before a withdrawal or a claim for compensation instead of performance shall remain unaffected hereby.
- 7.4 If the Contractor is in default, DEKRA can demand general reimbursement of our loss due to default of 0.5 % of the net price of the delayed Service per full calendar week – in addition to other statutory claims and performance – but not more than 5% of the net price of the delayed Service. DEKRA reserves the right to prove greater losses and Contractor reserves the right to prove that DEKRA did incurred no or only smaller losses.
- 7.5 The statutory provisions shall apply to delayed acceptance by DEKRA; however contrary to s. 296 sent. 1 BGB the Contractor also has to expressly offer its Service if a time for an action to be performed by DEKRA, but which is not performed promptly, is determined by the calendar. If DEKRA is late with acceptance, the Contractor can demand reimbursement of its additional costs according to the statutory provisions (s. 304 BGB). If the Contract relates non-fungible items manufactured by the Contractor (s. 651 sent. 3 BGB), it shall only be entitled to additional rights (sections 642, 643 BGB) if DEKRA has a duty of cooperation and is responsible for omitting cooperation.

## **8. FORCE MAJEURE**

8.1 Force majeure refers to all events beyond the control of Parties, unforeseeable or unavoidable, which prevents, partially or fully, a Party to this Agreement from performing his/her obligation. Such events include, but are not limited to, natural disasters, epidemics, earthquakes, floods, lightning strikes, fire, storms, nuclear incidents, pandemics, labor disputes, strikes, lockouts, blockades, war or war-like conditions, mobilization, revolutions or riots, sabotage or restrictions by acts, omissions or inventions of communal, municipal or federal state authorities, (including, but not limited to, amendments of laws, import-/export regulations, embargoes, security restrictions, general administrative acts) or other unexpected events beyond the control of the parties, even if these events result from the current Corona-pandemic and were already foreseeable at the time of conclusion of this Agreement.

8.2 The Party who claims force majeure shall, subject to para. 8.4 hereunder, be released from the obligation to fulfill the terms of the Agreement from the time the force majeure occurs, provided such Party has immediately notified the other Party and the claim is sufficiently substantiated, or, in the absence of immediate notification, from the time the other Party receives notification of the existence of the force majeure.

As of the date of the occurrence of Force Majeure, either party may terminate this Agreement by written notice to the other party, thus resulting in releasing the parties from their mutual performance obligations retroactively as of the dates specified in this paragraph.

8.3 The Party claiming force majeure is, from the time of the occurrences mentioned in para. 8.2, released from any claims for damages subject to para. 8.4 hereof.

8.4 In case the force majeure is of limited duration, para. 8.2 and 8.3 shall be valid only for as long as the force majeure prevents the Party invoking it from performing its obligations under the Agreement. In which case, the Party that has invoked the force majeure shall be obligated to notify without delay the other Party upon the cessation of the force majeure.

## **9. PAYMENT TERMS**

9.1 All prices are fixed prices. Unless agreed otherwise, they include all Services and incidental Services (e.g. mounting/installation, assembly, fitting, commissioning, equipping/setting) and all incidental costs (e.g. correct packaging, transport, insurance for the goods) taxes, customs and other charges.

9.2 An invoice with two copies, which must conform to the content on the bill of delivery and the shipping notice, must be sent for each order or individual order after the Service has been provided.

- 9.3 Payments shall be made within 14 days minus a discount of 3 %, otherwise in 30 days net, unless agreed otherwise in the individual case. The payment period starts upon receipt of the auditable invoice that conforms to the agreed requirements, however, not before acceptance of the Services.
- 9.4 DEKRA shall not owe interest upon maturity (s. 353 HGB). Default interest shall amount to 5 percentage points above the base rate. The statutory provisions shall apply to the occurrence of default, whereby a written warning from the Contractor is required in any case.

## **10. ASSIGNMENT, RIGHTS OF OFFSETTING AND RETENTION**

- 10.1 Without prior written approval by DEKRA, the contractor does not have the right to assign receivables against DEKRA or to let third parties collect them.
- 10.2 DEKRA reserves the right of offsetting and retention, as well as the defense of non-performance (s. 320 BGB) to the statutory extent. In addition, DEKRA reserves the right to offset against debts due to Affiliated Companies of DEKRA as defined in sections 15 et.seq. AktG.
- 10.3 The Contractor only reserves the right to assert a right of retention if
- 10.3.1 its counter claim is either undisputed or has been legally upheld, or
  - 10.3.2 a claim made in the courts is ready for decision at the time of the last verbal hearing, or
  - 10.3.3 there is mutuality (synallagmatism) with the main claim.

## **11. GUARANTEE AND LIABILITY**

- 11.1 The statutory provisions and the conditions of this GPC-IT shall apply without restriction to the rights and claims of DEKRA in the case of material or legal defects relating to the Service and in the case of other breaches of duty by the Contractor.
- 11.2 **Duties of inspection and complaint.** The statutory provisions (sections 377, 381 HGB) and the conditions of this paragraph shall apply to DEKRA's commercial duties of inspection and complaint.
- 11.2.1 The duty of inspection is restricted to defects discovered during the goods-in check after an external assessment, including of delivery documents, and during a quality check by DEKRA by means of random samples (e.g. transport damage, incorrect and short deliveries). In this case, defects must be reported to the Contractor within 14 days of receipt of the Service.

- 11.2.2 The duty of complaint for subsequently discovered defects is not affected. In this case, defects must be reported to the Contractor within 14 days of discovery.
- 11.2.3 If acceptance is agreed, there is no duty of inspection.
- 11.3 **Material defects.** If the Service is defective, DEKRA can choose either to demand supplementary performance through correction of the defect (repair) or delivery of a defect-free item (replacement).
- 11.3.1 If the Contractor does not fulfill this obligation within a reasonable period set by DEKRA, DEKRA can correct or arrange correction of the defect itself (self remedy) and demand reimbursement from the Contractor for the costs incurred or a corresponding advance.
- 11.3.2 If supplementary performance by the Contractor fails or is unreasonable for DEKRA because of the specific circumstances (e.g. due to particular urgency, danger to operating safety or anticipated occurrence of greater damages), a – possibly new – deadline is not required. DEKRA shall inform the Contractor immediately of such circumstances, if possible before the self-remedy.
- 11.4 It shall also bear the costs incurred by the Contractor for the testing and supplementary performance – including any removal and installation costs – if it is found that there is no defect. DEKRA's liability for compensation if incorrectly demanding correction of defects shall remain unaffected; however DEKRA is only liable if DEKRA knows or grossly negligently does not know that there is no defect.
- 11.5 **Legal defects.** In accordance with the conditions of this section, the Contractor guarantees that Services supplied by it do not breach third-party property rights in the countries of the European Union (EU) and the European Economic Area (EEA), in Switzerland, the USA, Canada or other countries where it manufactures the Service or has the Service manufactured.
- 11.6 The contractual parties shall immediately inform each other if a third party raises claims against one of the parties. The Contractor shall indemnify DEKRA from all claims made by third parties against DEKRA due to a breach of property rights shall reimburse DEKRA for all necessary costs connected with this claim. This indemnification shall also apply to costs from defense of claims. This entitlement shall not apply if the Contractor demonstrates that it is neither responsible for the breach of property rights nor should have been aware of this, given due care and attention, when providing the Service.
- 11.7 **Contractual penalty.** In case of major contract violations (defects that significantly impair the usability), DEKRA also reserves the right to demand contractual penalty at an amount to be determined at the discretion of DEKRA as defined by s. 315 BGB.

## 12. SUSTAINABILITY AND MINIMUM WAGE

12.1 **Economic responsibility.** DEKRA aims for a fair and partnership based business relationship with its business partners. For this purpose, DEKRA adheres to the respectively valid legal norms and international standards. DEKRA expects the same from its contractors.

12.2 **Ecological responsibility** DEKRA expects the Contractor

12.2.1 to adhere to the environmental protection with respect to the domestic legal norms and international standards,

12.2.2 to continuously develops the use and the optimization of improved approaches in the operational processes and the technologies used and therefore minimizes the environmental pollution and continuously improves the environmental protection, and

12.2.3 to have or establish an environmental management system and that this is applied in the company accordingly.

12.3 **Social responsibility.** DEKRA expects the Contractor

12.3.1 to acknowledge and observe human rights. This includes mainly the recognition of the Universal Declaration of Human Rights (UDHR) of the General Assembly of the United Nations as well as the European Convention on Human Rights (ECHR);

12.3.2 not to discriminate against its employees or other persons based on their gender, their age, their heritage, their race and skin color, their language, their native country and social heritage, their nationality, their beliefs, their religious or political beliefs or their sexual orientation or that they are disadvantaged due to any disability.

12.3.3 to ensure fair work conditions in its supply chain in accordance with the defined ILO core work standards. These are globally recognized social standards to improve the work and living conditions of all human beings. The minimum standards specified in the ILO core work standards are based on a variety of international agreements. They cover subjects such as the ban or the abolition of forced labor or obligatory labor, the protection of freedom of association, the right to collective bargaining, same wages for male as well as female employees, discrimination in employment and jobs, the minimum age for the permission to work as well as the elimination of the worst forms of child labor. The complete lists of the agreements including their official designations can be found, for example, under <http://www.ilo.org/berlin/arbeits-und-standards/kernarbeitsnormen/lang--de/index.htm>.



- 12.3.4 to observe the rights of its employees with respect to occupational health and safety and that the supplier guarantees safe and health conforming work conditions.
- 12.3.5 to acknowledge the content of the DEKRA company directive Compliance Guidelines.

The directive was established with respect to the valid regulations for the responsibility of companies for illegal behavior in commercial relationships. The DEKRA Compliance Guidelines are available for download on the Internet page [www.dekra.de/Nachhaltigkeit](http://www.dekra.de/Nachhaltigkeit). In addition, they are available in printed form on request. The contractor confirms that it provided suitable instructions to its employees to ensure that behavior patterns are precluded and prevented, which violate the intentions and motives

- (a) of the DEKRA Compliance Guidelines,
- (b) of the US Foreign Corrupt Practices Act,
- (c) of the OECD convention against the bribery of foreign office holders in international business relationships,
- (d) of the UN convention against corruption and
- (e) other applicable anticorruption regulations such as sections 298 et.seq. StGB (criminal acts against competition), sections 331 et.seq. StGB (criminal acts in public offices) or s. 130 OWiG (violations of the supervisory obligations in factories and companies).

12.4 DEKRA views adherence to the standards listed in this sustainability declaration as significant for the business relationship and the respective contract relationship.

12.4.1 Based on this background, a culpable violation of this regulation by the contractor gives DEKRA an extraordinary termination right with respect to the affected contract relationship.

12.4.2 In addition, DEKRA reserves the right for damage compensation against the contractor in case of violations.

12.5 The contractor agrees that DEKRA can request suitable proof about the adherence to these sustainability requirements by the contractor and that DEKRA can check the adherence through audits.

12.6 **Minimum wage.** The Contractor shall comply with all obligations of the supplier with respect to the minimum wage law (MiLoG).

12.6.1 The Contractor shall indemnify DEKRA from all claims of third parties (e.g. employees/hired labor in the delivery chain, public authorities, Social Security carriers, etc.) that are based on violations of the obligations based on

MiLoG by the Contractor or by the violations of the obligations based on MiLoG by subcontractors engaged by the Contractor. The indemnity obligation includes especially the prosecution and legal defense costs as well as penalty costs in this connection.

- 12.6.2 The Contractor shall require any subcontractors engaged with providing the contractual Service, to comply with MiLoG and on request shall provide proof to DEKRA. Upon request from DEKRA, the Contractor shall provide proof for the adherence to the obligations in accordance with MiLoG by the supplier as well as the subcontractors in its delivery chain (e.g. by presenting wage payment documents).

### 13. EXPORT RESTRICTIONS AND SECURITY CHECK

- 13.1 **Export restrictions.** The Contractor shall inform DEKRA immediately if a Service in total or in parts is subject to export restrictions in accordance with German or other foreign trade legislation.

- 13.2 **Security checks.** DEKRA expects the security checks to be performed by employees that are permanently present on the factory premises of DEKRA for the purpose of the Service provision. It must be ensured that they do not represent a security risk, that they especially do not have any connection to international terrorism. The contractor is obligated to only assign personnel at DEKRA that is security reviewed and unobjectionable through suitable measures. Suitable measures to this effect can include especially:

- 13.2.1 A comparison of the names of the persons assigned with the sanction lists of the EU in its respectively valid version (see: <http://www.ausfuhrkontrolle.info/ausfuhrkontrolle/de/embargos/index.html> or <http://eeas.europa.eu/cfsp/sanctions/consol-listen.htm>, currently especially the lists in the appendices of the regulations (EU) No. 2580/2001 and (EU) No. 881/2002 and (EU) No. 753/2011 before the first assignment and afterwards at least once annually or

- 13.2.2 If the implemented measures are inadequate in accordance with the assessment of the customs authority responsible for the purchaser, then the contractor will immediately – after a request by DEKRA – initiate measures that satisfy the requirements of the customs administration.

- 13.3 The contractor must provide proof to DEKRA about the implemented measures and the adherence to them at the closing of this contract, on request and otherwise without additional request once per calendar year at the latest at the end of the year in a suitable format.

## 14. CONFIDENTIALITY AND DATA PROTECTION

- 14.1 **Confidentiality.** The following conditions regarding confidentiality shall apply subject to no. 1.4 sent. 1 of this GPC-IT.
- 14.2 All final planning documents, models, samples, drawings, data sheets, tools, etc., which DEKRA communicates or otherwise provides to the Contractor for the provision of the Service, remain the property of DEKRA and must be kept confidential even after the termination of the business relationship and must only be used for the completion of orders from DEKRA.
- 14.3 The Contractor shall treat all information and knowledge – notably business and operating secrets – obtained from DEKRA within the framework of the cooperation, including the existing of a contractual relationship between the Parties, as confidential and shall not use same for the duration of and also after the contractual relationships itself nor shall it make same accessible to third parties.
- 14.4 The duty of confidentiality shall not apply to public information or information otherwise lawfully obtained from third parties or to independent developments by the Contractor outside the Services for DEKRA. Proof of these requirements is the responsibility of the Contractor. Statutory and official duties of disclosure shall remain unaffected.
- 14.5 DEKRA reserves the right to transmit the Contractor's confidential information to Affiliated Companies as defined in sections 15 et.seq. AktG and its vicarious agents.
- 14.6 **Data protection.** The Contractor shall comply with all data protection provisions in the currently applicable version. The Contractor shall inform all employees of the applicable data protection provisions and shall impose data secrecy on them.
- 14.7 In the case of contract data processing by the Contractor, the Parties shall conclude a contract data processing agreement corresponding to the statutory requirements. A contract data processing agreement shall take precedence ahead of this GPC-IT.

## 15. MISCELLANEOUS

- 15.1 The Contractor is not entitled to use the name, company logo or registered trademarks or designs of DEKRA as reference without prior written consent of DEKRA.
- 15.2 Exclusive place of jurisdiction is Stuttgart. DEKRA reserves the right to initiate a lawsuit at the Contractor's general place of jurisdiction.
- 15.3 Only the laws of the Federal Republic of Germany are applicable to the contractual relationship under exclusion of the reference provisions of the International Private Law and under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.4 If conditions of this GPC-IT are or become void or invalid in part or in full, the validity of the remaining conditions shall not be affected thereby. Insofar a conditions have not become part of the contract or are invalid, the content of the contract shall be based primarily on the statutory provisions (s. 306(2) BGB). The Parties shall only agree a valid condition that economically comes as close as possible to the void or invalid conditions otherwise and insofar as a supplemental contractual interpretation is a priority or possible.