

SEPARATE CONDITIONS OF GPC-IT

–HARDWARE –

1. SCOPE

- 1.1 These separate conditions of GPC-IT ("**GPC-IT HW**") apply to the purchase of computers, computer accessories, servers, other accessories and other hardware (referred to jointly as "**Hardware**") from the Contractor in the area of information technology, including telecommunications technology in the version applicable at the time of conclusion of the contract with the general conditions of GPC-IT as a standard contractual component.
- 1.2 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. GENERAL SERVICE OBLIGATIONS, QUALITY AND ORGANIZATION OF THE SERVICES

- 2.1 **Delivery of a system** Unless agreed otherwise, the Contractor shall supply the hardware described in the order, including the accompanying system and operating Software (referred to jointly as "**System**"), including the accompanying Documentation. The installed system and operating Software shall be supplied with systems, which shall also be provided on standard data carriers.
- 2.2 **Documentation.** Unless agreed otherwise, Documentation and instructions must be provided in German form if the hardware is destined for German-speaking countries, otherwise in English.
- 2.3 **Quality and certification** Hardware is certified to the necessary extent and in particular shall carry the CE mark. It shall correspond to the latest state of technology.
- 2.4 **Integration and test operation.** The Contractor shall instruct and support DEKRA, insofar as this is necessary for a test and sample operation or in order to use the hardware. Systems shall be provided and transferred to DEKRA ready to use. In order to achieve readiness for use, the Contractor shall set up, install, configure and integrate the systems. A system is tested for completeness and freedom from defects in a test and trial operation. The Contractor shall support DEKRA in this. If defects are identified during the test and trial operation, the Contractor shall supply another system free from defects.

- 2.5 **Delivery date and location.** Hardware shall be supplied to the agreed location on the agreed date. Agreed deadlines and periods are binding unless agreed otherwise.
- 2.6 **Packaging.** The Contractor shall disposal of the packaging of hardware for DEKRA free of charge. Upon request from DEKRA, the Contractor shall collect the hardware after use and shall dispose of the hardware according to the statutory conditions and at its own cost.

3. RIGHTS OF USE

- 3.1 Upon delivery of the hardware, the Contractor shall grant to DEKRA a non-exclusive, irrevocable, transferable right of use to the system and operating Software that is not restricted in terms of time, location and content. This right of use includes, in particular, the right to edit, manage the system and operating Software, as well as the development of programs that run together with the system and operating Software, also be third parties for DEKRA. This shall apply respectively to patches, updates, upgrades and new versions of the system and operating Software and the accompanying Documentation provided by the Contractor.
- 3.2 DEKRA reserves the right to use system and operating Software on other hardware as well or in virtual systems.

4. REMUNERATION

All services according to no. 2 and 3 of this GPC-IT HW are included in the purchase price and shall not be remunerated separately.

5. GUARANTEE AND LIABILITY

- 5.1 The statutory provisions 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.
- 5.2 **Supplementary performance.** The Contractor shall immediately correct defects within the guarantee, taking into account the interests of DEKRA.
- 5.3 As a short-term measure, a replacement solution or work-around can be provided as a temporary correction or avoidance of the effects of a defect. However, this does not represent a final remedy.
- 5.4 **Legal defects.** If third parties assert claims against DEKRA for breach of commercial property rights or copyrights (hereinafter: "**third-party rights**") through the use of the system and operating Software, and if their use is impaired or prevented as a result, the Contractor shall be liable as follows:

- 5.4.1 The Contractor shall choose at its own cost either to procure the required rights of use or shall change or replace the system and operating Software so that it no longer breaches the third-party rights but still corresponds to the contractually owed system and operating Software. If this is not possible for the Contractor, upon request from DEKRA it shall collect the system and refund the remuneration paid, minus an amount that takes into account the time of use.
- 5.4.2 In addition, the Contractor shall indemnify DEKRA from all third-party claims and asserted claims by third parties due to the breach of third-party rights.
- 5.4.3 Prerequisites for the Contractor's liability are that
 - (a) DEKRA shall inform the Contractor of third-party claims
 - (b) The claimed breach of third-party rights is not acknowledged, and
 - (c) Any dispute, including any out-of-court settlements, shall be the responsibility of the Contractor or shall only be managed in cooperation with the Contractor.
- 5.4.4 Court and legal costs incurred by DEKRA as a result of the legal defense shall be charged to the Contractor.
- 5.4.5 If DEKRA itself is responsible for the breach of property rights, claims against the Contractor are ruled out.

6. PRODUCT LIABILITY

- 6.1 Insofar as the Contractor is responsible for damage on the basis of product liability, it shall indemnify DEKRA from any third-party claims for compensation.
- 6.2 In addition, the Contractor shall reimburse DEKRA for all costs and expenditure incurred by DEKRA in this context, in particular in conjunction with recall campaigns. DEKRA shall inform the Contractor of the type and extent of recall campaigns, where possible and reasonable.
- 6.3 DEKRA reserves the right to assert further claims.

7. EXPORTS

- 7.1 The Contractor shall comply with all export provisions applicable in conjunction with with a delivery of hardware and in particular shall independently obtain all authorizations required under export legislation at its own cost and shall provide DEKRA with all information required.

7.2 Insofar as the Contractor procures the hardware in full or in part from third parties, it shall ensure that it comes from secure sources and has been exported, imported and supplied subject to and in compliance with all applicable provisions of the country of manufacture / shipping under export legislation.

8. MANUFACTURER GUARANTEES

8.1 The Contractor shall forward any manufacturer guarantees to DEKRA. The Contractor shall provide corresponding declarations and documents to DEKRA immediately and without reminder.

8.2 DEKRA reserves the right to assert guarantee claims directly against the manufacturer. Upon request from DEKRA, the Contractor shall assert corresponding claims against the manufacturer.