

# General Terms and Conditions of Purchase of Logicalis GmbH

This is a translation of our General Terms and Conditions of Purchase which are governed by and to be construed according to the Laws of Germany. Therefore, this translation is provided for convenience only and will be prevailed by the German version in any case of discrepancy or doubt.

## 1. Scope, form

- 1.1 These General Terms and Conditions of Purchase (hereinafter "GTCP") apply to all business relations of Logicalis GmbH (hereinafter "Logicalis" or "Principal") with our business partners and suppliers (hereinafter "Contractor"), in particular with regard to the delivery of goods or provision of services. The GTCP only apply if the Contractor is an entrepreneur in the sense of § 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
- 1.2 The GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that the managing director or two authorised signatories of Logicalis have expressly agreed to their validity in writing. This consent requirement applies in particular also if Logicalis accepts a delivery or service without reservation in knowledge of the Contractor's general terms and conditions or refers to a letter containing or referring to the Contractor's or a third party's terms and conditions. In all other respects, § 306 subsec. 2 of the German Civil Code shall apply.
- 1.3 Unless otherwise agreed, the GTCP in the version applicable at the time of Logicalis' order shall apply as a framework agreement also for similar future contracts without Logicalis having to refer to them again in each individual case.
- 1.4 Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in Logicalis' order take precedence over the GTCP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5 Legally relevant declarations and notifications by the Contractor with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. This shall also apply to the provisions of this Clause 1.5.

## 2. Conclusion of contract, changes to services

- 2.1 Offers and cost estimates of the Contractor are made free of charge and do not constitute any obligation for Logicalis, unless mandatory by law. The order shall be deemed binding at the earliest upon written submission or confirmation. The Contractor shall point out obvious errors and incompleteness of the order including the order documents to Logicalis for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.
- 2.2 In the event that the Contractor performs services as a subcontractor in the name and for the account of Logicalis for Logicalis' customers, the Contractor is obliged to inform Logicalis and its customers upon request about the status of the order execution and to communicate interim results. Furthermore, Logicalis and its customers may inspect the relevant records/documentation and work results at any time.
- 2.3 Changes to the content of the contract, such as the scope of delivery and services, which prove to be necessary from the Contractor's point of view, will be notified by the Contractor in writing without delay prior to their implementation, with notification of any additional expenses incurred.

Changes as well as their implementation require the prior written consent of Logicalis.

- 2.4 The Contractor undertakes to provide the commissioned services in accordance with the current state of the art and the principle of economic efficiency. Requests for changes by Logicalis shall be reviewed by the Contractor within 7 calendar days after notification with regard to their feasibility and possible consequences and Logicalis shall be informed of the result in writing. In particular, effects on the technical execution, costs and the time schedule shall be pointed out.

## 3. Terms of delivery, place of destination

- 3.1 Deliveries of goods shall be made DDP (delivered duty paid in accordance with Incoterms® 2020) at the destination specified by Logicalis.
- 3.2 If no place of destination is stated in the order, the place of destination shall be the head office of Logicalis current at the time of the conclusion of the contract.

## 4. Use of subcontractors

- 4.1 The use of subcontractors for the performance of the contract or their replacement requires the prior written consent of Logicalis. The subcontractors must demonstrably have the qualification required for the tasks specified in the order. The qualification profile of the Contractor or his vicarious agent shall be submitted to and approved by the Principal prior to commencement of the work.
- 4.2 In case of the use of third parties, the Contractor shall commit them to the same extent as in the contractual relationship with Logicalis to data protection, secrecy, information security or to the observance of compliance regulations, whereby the relevant agreements shall be made available to the third party in text form or in writing with the support of Logicalis. Upon request, the relevant declarations of commitment shall be provided to Logicalis in writing.
- 4.3 If the Contractor is no longer able to perform the service itself and shifts to a subcontractor approved by Logicalis or replaces the subcontractor used by it, any additional expenses incurred as a result of the change shall be borne by the Contractor.

## 5. Pricing and payment conditions

- 5.1 The price includes all services, ancillary services and costs of the Contractor, in particular travel costs and times, expenses, packaging and transport costs, customs duties, levies, foreign taxes or other costs of an import on the occasion of the contract/order as well as insurance tax (net price). The statutory turnover tax is not included and must be shown separately.
- 5.2 The Contractor shall be responsible for all taxes and other levies incurred in connection with the provision of the agreed services to Logicalis, including e.g. value added tax, sales tax, insurance tax or other similar levies. Logicalis shall be entitled to demand proof from the Contractor that the taxes and/or other levies have been duly paid. Should Logicalis nevertheless have to bear the tax liabilities due to tax law requirements (e.g. as a tax debtor or as a liable party), it shall have the right to demand that the Contractor release it from the payment liability or reimburse it of the taxes paid.
- 5.3 The agreement of price adjustment clauses without compliance with the written form requirement is excluded.
- 5.4 The Contractor shall issue an invoice for each order in accordance with the statutory requirements. Corresponding performance records on the type and scope of performance (timesheets, delivery notes, waybills, etc.) shall be enclosed.
- 5.5 Invoices shall be sent in paper form exclusively to the head office of Logicalis current at the time of the conclusion of

the contract. Invoices must be sent by e-mail exclusively to the following e-mail address: [de.kreditoren@logicalis.de](mailto:de.kreditoren@logicalis.de).

- 5.6 Subject to invoice verification, payments shall be made after performance, due date and receipt of invoice within 30 calendar days. The start of the period is the date of receipt of the invoice at the aforementioned invoice receipt office. In case of bank transfer, payment shall be deemed to have been made in time if the transfer order is received by Logicalis' bank before the expiry of the payment deadline; the Principal shall not be responsible for any delays caused by the banks involved in the payment process.
- 5.7 Logicalis reserves the right to pay the submitted invoices with a payment term of 60 calendar days after receipt if the deadline set for invoice submission has expired. If invoicing is delayed for reasons beyond the Contractor's control, the Contractor may request an extension of the submission deadline from Logicalis.
- 5.8 If the Contractor's payment transactions are processed via foreign countries, the fees/charges incurred for this shall be borne by the Contractor.

#### **6. Contractor's duty to inform**

- 6.1 If the Contractor deviates from the agreed performance, the Contractor shall expressly notify Logicalis thereof.
- 6.2 The Contractor is obliged to inform Logicalis about solutions which are economically or technically more suitable in deviation to the agreed performance and to offer these to Logicalis.
- 6.3 As soon as the Contractor realises that it will not be able to comply with its contractual obligations in whole or in part or not in due time, it shall inform Logicalis thereof without undue delay, stating the reasons.

#### **7. Review**

- 7.1 Logicalis is entitled to inspect the Contractor's performance of the contract. For this purpose Logicalis may inspect all relevant documents of the Contractor. If, in addition, an inspection of the Contractor's premises or production sites is required, Logicalis will contact the Contractor in advance for an appointment.
- 7.2 Logicalis shall also be entitled to verify compliance with the regulations pursuant to Clauses 17 and 18.

#### **8. Documents, tools, work equipment**

- 8.1 Illustrations, plans, drawings, calculations, execution instructions, product or project descriptions and other documents of Logicalis or its end customers remain its property. They are to be used exclusively for the performance of the contractual service and, including any copies made, are to be returned to Logicalis without delay and without being requested after fulfilment of the contract. Any copyrights of Logicalis or its end customers remain reserved.
- 8.2 The documents may not be made accessible to third parties without the prior consent of Logicalis.

#### **9. Packaging**

The Contractor is obliged to take back packaging material free of charge and to collect and dispose of it properly. Upon request, a corresponding proof of the disposal in compliance with the law has to be presented. If the Contractor fails to comply with this obligation, Logicalis shall be entitled to have the collection and disposal carried out at the Contractor's expense.

#### **10. Deadlines, delay and contractual penalty**

- 10.1 The delivery and performance dates agreed with Logicalis are binding contractual deadlines. The Contractor is obliged to inform Logicalis immediately in writing if he is not likely to be able to meet agreed delivery times - for whatever reason.
- 10.2 Premature deliveries or services as well as any partial delivery or partial service also require the prior written consent of Logicalis.
- 10.3 If the Contractor fails to perform or fails to perform within the agreed delivery time and is in default, the rights of Logicalis shall be determined in accordance with the statutory

provisions. The provision in Clause 10.4 remains unaffected.

- 10.4 If the Supplier is in default, Logicalis may - in addition to further statutory claims - demand lump-sum compensation for its default damages in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered or services to be rendered late. It reserves the right to prove that higher damages have been incurred. The Contractor reserves the right to prove that no damage at all or only a significantly lower damage has been incurred. The penalty may be claimed up to the final payment. The assertion of further legal claims remains unaffected. The contractual penalty shall be offset against any claim for damages.

#### **11. Transfer of risk, acceptance, inspection for defects**

- 11.1 The statutory provisions shall apply to the transfer of risk and ownership, unless otherwise agreed.
- 11.2 The delivery of services to be manufactured or developed requires written acceptance by Logicalis. With the acceptance the transfer of risk takes place. An implied acceptance by Logicalis by putting the service into use is excluded.
- 11.3 In all other respects, the risk in deliveries shall pass to Logicalis upon arrival of the delivery at the place of performance and countersignature of the delivery note by a person authorised by Logicalis to act on its behalf. Logicalis will inspect the goods upon delivery only with regard to obvious defects (identity, completeness and transport damage). Apart from that, Logicalis is exempt from the obligation to inspect and give notice of defects according to § 377 of the German Commercial Code (HGB).

#### **12. Claims for defects, limitation period**

- 12.1 The rights of Logicalis in case of material defects and defects of title are determined according to the statutory provisions, unless otherwise provided below.
- 12.2 Insofar as acceptance is agreed or provided for by law, the limitation period shall commence upon complete acceptance. § 438 subsec. 1 Nr 1 and 2 of the German Civil Code as well as § 634a of the German Civil Code remain unaffected.
- 12.3 Logicalis is entitled to remedy a defect by way of self-performance and to claim compensation for the expenses associated with self-performance if a reasonable deadline set for the Contractor for subsequent performance has remained unsuccessful. If there is no case of § 637 of the German Civil Code, it is a further prerequisite that the Contractor is responsible for the defect.

#### **13. Product liability**

- 13.1 To the extent that the Contractor is responsible for any damage under the Product Liability Act (Produkthaftungsgesetz), the Supplier shall indemnify Logicalis against any claims for damages by third parties upon first written request.
- 13.2 In addition, Logicalis shall be entitled to reimbursement of all costs and expenses incurred by it in this connection.
- 13.3 Logicalis shall inform the Contractor without delay of the assertion of claims arising from product liability and shall neither make payments nor acknowledge claims without consulting the Contractor.
- 13.4 Further legal claims remain unaffected.
- 13.5 The Contractor shall take out and maintain a public liability or product liability insurance with a coverage of at least € 5,000,000.00 per damage event, unless otherwise agreed. Upon request, the Contractor shall provide Logicalis with a copy of the insurance policy. Sentence 1 of Clause 13.5 does not apply as limitation of liability.

#### **14. Rights of use and exploitation**

- 14.1 Unless otherwise agreed and if the Contractor itself is the owner of all rights, the Contractor grants Logicalis the irrevocable right of use and exploitation, unrestricted in

terms of space, content and time and freely transferable, to all products, plans, drawings, graphics, calculations and other documents in written, electronic or other form relating to the contract. The rights apply to all types of use. Logicalis shall in particular have the right to exploit, reproduce, distribute, modify or further develop such work results in whole or in part, as well as to make them publicly accessible, either itself or through third parties. The contractor may only use work results, documents or parts thereof for himself or third parties with the written consent of Logicalis.

- 14.2 If third party services are encumbered with copyrights or other third party rights and a transfer of the exclusive rights to Logicalis is not possible, the Contractor shall in any case inform Logicalis thereof prior to the creation of the service.

#### **15. Property rights**

- 15.1 If a claim is made against Logicalis by a third party in connection with the performance of the services by the Contractor due to alleged infringements of patent rights, copyrights or other industrial property rights, the Contractor is obliged to indemnify Logicalis against claims of third parties upon the first written request of Logicalis and without prejudice to statutory claims, unless the Contractor is not responsible for the infringement of industrial property rights. The indemnification obligation includes all expenses incurred by Logicalis in connection with the claim by third parties.
- 15.2 The limitation period for the indemnification claim is three years from the date of Logicalis' knowledge or grossly negligent lack of knowledge of the property right infringement. In all other respects, the claim for indemnification shall become statute-barred five years after it arises.

#### **16. Retention of title**

- 16.1 Logicalis does not recognise any extended, forwarded, expanded or downstream retention of title by the Contractor to the ordered goods.
- 16.2 If Logicalis accepts an offer of the Contractor to transfer title conditional on payment of the purchase price (simple retention of title), the retention of title shall expire at the latest upon payment of the purchase price for the goods.

#### **17. Supplier code of conduct of Logicalis**

- 17.1 In order to provide its Contractors with clear behavioural guidelines, Logicalis has published a Supplier Code of Conduct for its Contractors. This can be accessed and viewed on the Internet at <https://www.de.logicalis.com/sites/default/files/2023-07/Supplier%20Code%20of%20Conduct%20der%20Logi-cal%20GmbH.pdf>.
- 17.2 The Contractor is obliged to comply with the principles codified in the Supplier code of conduct of Logicalis and to apply appropriate monitoring systems. In case of non-compliance with the principles of the Supplier code of conduct Logicalis reserves the right to terminate the supply or service contract and the Contractor is obliged to pay damages in case of damage to Logicalis.

#### **18. Set-off, retention, assignment**

- 18.1 The Contractor may only set off such claims that are undisputed or have been legally established.
- 18.2 The contractor shall only have a right of retention due to legally established or undisputed claims.
- 18.3 Assignments of claims against Logicalis require Logicalis' prior written consent, which Logicalis will not unreasonably withhold.

#### **19. Termination of contract**

- 19.1 The termination of the contract shall be determined in accordance with the statutory provisions. Logicalis may terminate the contract for good cause. Any termination must be in writing.

- 19.2 In the event of termination, Logicalis shall, without prejudice to its other rights, only be entitled to remuneration for the services rendered up to the date of termination which are usable for Logicalis on the basis of a valid performance record.

#### **20. Confidentiality, reference**

- 20.1 The Contractor undertakes to keep confidential any commercial, scientific, technical and other information which has become known within the scope of the mutual contract and which is marked as confidential or is clearly recognisable as business or trade secrets for other reasons, as well as the documents of Logicalis or its end customers and to take all reasonable measures to prevent third parties from gaining knowledge thereof and unauthorised use thereof. The Contractor shall impose corresponding obligations on its employees, representatives and contractual partners.
- 20.2 The obligation to maintain confidentiality shall not apply insofar as the information or documentation was demonstrably known to the Contractor prior to the communication, becomes known or generally accessible to the public without the Contractor's involvement or fault, or must be published due to a court or official order. To the extent legally permissible and possible, the recipient obliged to disclose shall inform the other party in advance and give it the opportunity to take action against the disclosure.
- 20.3 The Contractor's duty of confidentiality shall continue for the duration of the contract and for a further period of ten years from the termination of the contract.
- 20.4 The Contractor is only entitled to report on the content of the contract in press releases or other publications or to name Logicalis as a reference with the prior written consent of Logicalis.

#### **21. Data protection**

- 21.1 The Contractor undertakes to observe and implement the provisions of the Federal Data Protection Act and the EU General Data Protection Regulation (Regulation (EU) 2016/679).
- 21.2 If the Contractor processes personal data of Logicalis or its end customers as part of the commissioned service, the Contractor shall additionally conclude a data processing agreement with Logicalis pursuant to Art. 28 (3) GDPR.
- 21.3 If the Contractor or one of its subcontractors processes this data outside a member state of the European Union or a contracting state of the European Economic Area, the Contractor shall state this separately as part of the order processing agreement and ensure an adequate level of data protection using the standard contractual clauses of the EU Commission as amended from time to time.
- 21.4 The Contractor undertakes to collect, process, disclose, make accessible or otherwise use personal data exclusively for the purpose of fulfilling the contract and to store such data for this purpose and thereafter only for the purpose of fulfilling statutory retention obligations.
- 21.5 Upon request, the data protection officers of Logicalis must be provided with all required information, proof of data protection via a data protection concept, if applicable, and the required documents must be handed over.

#### **22. Contractual language, place of jurisdiction, applicable law**

- 22.1 The contractual language is German.
- 22.2 The contract is subject to German law to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- 22.3 All disputes arising directly or indirectly from the contractual relationship shall be brought before the court having jurisdiction for the registered office of Logicalis in Neu-Isenburg, Germany. .

Valid from October 2023