

# General Purchasing Conditions for Deliveries and Services

As of: September 2022

## 1. Scope of application

**1.1** These General Purchasing Conditions (hereinafter “GPC”) apply to all legal transactions between the companies named in Section 20 hereof (hereinafter respectively the “Company”) with its supplier (hereinafter the “Supplier”), provided that such is a company, a legal entity under public law or a special fund under public law. Conditions of the Supplier which conflict with these GPC are expressly excluded; this exclusion shall also apply in the case that the Supplier has stipulated a specific form of objection thereto. Acceptance of deliveries and services as well as payment shall not constitute acceptance of the Supplier’s terms and conditions. This shall also apply for the case that the Supplier states that it shall only deliver subject to its own terms and conditions. Dispositive statutory law shall take the place of conflicting terms and conditions in the case that an objection is precluded. Deviating, conflicting or supplementary terms and conditions of the Supplier shall only become a component part of the contract if and to the extent that the Company has expressly agreed to their validity in writing. This consent requirement applies in any case, e.g., also in the case that the Supplier refers to its general terms and conditions in the context of the order confirmation and the Company does not expressly object thereto.

**1.2** Amendments to the GPC and ancillary agreements must be made in writing to be legally valid; the same shall apply for waiver of this written form requirement. No ancillary agreements have been concluded.

## 2. Orders

**2.1** Orders for deliveries or services or calls for goods already ordered (“Delivery Call-offs”) are legally binding requests by the Company to the Supplier to provide a product or service.

**2.2** Orders and Delivery Call-offs of the Company as well as amendments and additions

connected therewith must be in writing. The requirement of written form is fulfilled by a transmission via e-mail, telefax, e-procurement system and EDI. The Company’s orders must be accepted by the Supplier within fourteen (14) calendar days. Delivery Call-offs by the Company are binding for the Supplier if the Supplier does not object thereto within two (2) working days of receipt. The timeliness of all declarations by the Supplier shall be determined by the date of receipt by the Company.

**2.3** The Company can request changes to the delivery item or the agreed service insofar as reasonable for the Supplier. The effects thereof shall be taken into account appropriately, in particular, with regard to the additional or reduced costs as well as the delivery and service dates.

**2.4** The Supplier shall only be entitled to render partial deliveries or partial services with the written consent of the Company. In this case, the remaining quantity must be stated on the delivery note.

**2.5** All correspondence of the Supplier must be addressed to the Company’s purchasing department employee stated in the order and specify the SAP order number – where available.

## 3. Prices

**3.1** Unless otherwise agreed in writing, prices shall include all ancillary costs (transport, packaging and customs clearance, travel expenses, costs for ancillary materials and supplies, overtime, weekend and public holiday surcharges, loading times) and are free to the point of receipt, exclusive of VAT. Should the Supplier make general price reductions after entering into the contract but prior to delivery, the Company shall also benefit from said reductions. Cost estimates are binding and shall not be remunerated unless otherwise expressly agreed.

**3.2** No price adjustment clauses, escalation clauses or comparable instruments shall apply.

#### 4. Delivery, packaging, proof of origin, services

- 4.1** Delivery must be made at the agreed delivery date at the place of performance. The Supplier shall only be entitled to deliver and provide services before expiry of an agreed period with the Company's consent.
- 4.2** The Supplier is obligated to use environmentally friendly products and processes for its deliveries and services within the framework of economic and technical possibilities. Pertinent rules of technology, European and German as well as all laws and regulations applicable at the place of performance, in particular, environmental protection, fire protection, hazardous substances, hazardous goods and accident prevention regulations must be observed. Generally recognized safety, technical and occupational health rules are to be observed.
- 4.3** The Supplier must enclose all necessary delivery documents with the delivery. The delivery address, SAP order numbers (where available), the numbers of the order items, the name of the Company's purchasing department employee, delivery quantity, weight as well as other delivery-related information must be listed in the delivery documents. Incorrect or incomplete delivery documents shall entitle the Company to refuse acceptance. Should a machine be delivered as defined in the Machinery Directive (Directive 2006/42/EC), such shall require that the Company also be provided the risk assessment stipulated by said Directive.
- 4.4** Deliveries are to be packaged appropriately and in a manner customary in the trade. If possible, environmentally friendly packaging materials are to be used. In the case of separate packaging instructions by the Company, the Company shall be entitled to refuse acceptance if such instructions are not observed. Transport packaging is to be taken back by the Supplier at its own expense. Product packaging must be designed in such a way that it can be disposed of by the Company without additional costs. Where possible, reusable packaging should be used. If such packaging is used, the Supplier must point this fact out and clearly label the reusable packaging material as such. Provision and return delivery of reusable packaging material shall be at the expense and risk of the Supplier. The Company can return sepa-

ately charged packaging to the Supplier carriage paid for a payment equal to 2/3 of the invoiced packaging costs, provided the packaging is in a reusable condition.

- 4.5** The statutory provisions apply to the commercial obligation to inspect and give notice of defects, with the following proviso: the Company's obligation to inspect is limited to defects that become apparent during an external inspection of the incoming goods including the delivery documents (e.g. damage in transit, incorrect and short deliveries) or are recognizable during quality control in random sample procedures. If a service capable of acceptance is provided, no obligation to examine such shall exist.
- 4.6** Acceptance can also be refused in the case of immaterial defects.
- 4.7** If goods are intended for export, the Supplier must submit a written declaration in accordance with customs law of the origin of the goods using the proper forms. This declaration is to be sent to the Company at the latest with the first delivery. The Supplier shall guarantee that the delivered goods are in accordance with all relevant legal provisions. In the case of deliveries to a country other than the country of origin, this shall apply also with such provisions of the destination country.
- 4.8** Delivered goods are transferred to the ownership of the Company when they are handed over to it. Any extended and/or expanded retention of title rights are expressly excluded.

#### 5. Acceptance

- 5.1** Insofar as such are services that are capable of acceptance, the Supplier must notify the Company in writing of the completion of its services, hand over the services to the Company or make such available for acceptance. An acceptance date must then be agreed. Services capable of being accepted are those which, due to their technical complexity, require an examination of the existence of the agreed parameters.
- 5.2** Acceptance of individual, self-contained parts of the services (partial acceptances) shall only take place if this has been previously agreed in writing. Insofar as no partial acceptance has been agreed, joint determination of the condition of parts of the ser-

- vice by the Company and the Supplier in the course of project progress (performance determination) or use (commencement of operation) does not constitute acceptance in a legal sense. Service assessments are fundamentally subject to acceptance in a legal sense. The result of the performance determination is to be recorded in writing in a protocol to be signed by both contracting parties.
- 5.3** Acceptance shall take place within four (4) weeks of receipt of the notification of completion by the Company and handover/ provision of the services, insofar as no other date has been agreed. Should the review of the Supplier's services require a commencement of operation or use for test purposes, acceptance will only take place after the tests have been successfully completed. The result of an acceptance is always to be recorded in writing in a protocol to be signed by both contracting parties.
- 5.4** Acceptance can also be refused if there are several immaterial defects insofar as such are to be equated with a material defect.
- 5.5** Payments made by the Company do not imply that the services have been accepted by the Company by way of partial or final acceptance or that a waiver hereof has occurred.
- 6. Maintenance and inspection services (work services)**
- 6.1** Maintenance serves to maintain the functionality and operational safety of a maintenance item ("Maintenance Item") and is intended to delay the progression of wear and tear or, in the best case, to prevent it entirely. Maintenance services on the Maintenance Item are carried out on hardware (mechanical and electrical) and, if existing, software in accordance with the maintenance instructions and specifications of the manufacturer of the Maintenance Item. For this purpose, the Supplier shall ensure that the intervals are planned and carried out correctly in terms of duration and intensity. All recurring work and safety measures shall be documented in a maintenance plan or protocol. Test runs must be carried out after all maintenance work.
- 6.2** The Supplier is responsible for the cleaning work on and in the immediate vicinity of the Maintenance Item, e.g. in the work areas, in the areas behind protective grills, on the fire protection grills. If floors are cleaned in hazardous or restricted areas, the Supplier will secure this area for the Company's cleaning staff to enter and clean. In principle, dust, deposits from equipment, dirt and the like and waste on serviced parts of the technical system are to be removed during cleaning.
- 6.3** Services for the inspection of the Maintenance Item serve to check and determine the condition of the Maintenance Item. The functioning of all components, assemblies and equipment shall be examined, for example, by visual inspections, wear and tear measurements or corrosion tests, and compared with the normal target condition. The inspection intervals shall depend on the duration and intensity of the Maintenance Item. The Supplier shall ensure that the intervals are planned and carried out correctly in terms of duration and intensity.
- 6.4** Maintenance work and inspections shall be generally carried out outside of the defined working hours of the Company unless this is expressly otherwise defined in the order.
- 6.5** If, during maintenance and/or inspection work, a defective part or a need for repair or another performance deficiency is determined/discovered, the Supplier must: (1.) report this finding to the Company without undue delay and (2.) check whether there is still a warranty for this part/component/service and (3.) inform the Company of any costs for the necessary repairs, replacement, provision of the service (cost estimate). Insofar as the Company agrees to the cost estimate, the Supplier shall provide the services specified in the cost estimate as soon as possible after consultation with the Company.
- 6.6** The Supplier shall maintain a stock of spare parts usually required for maintenance in order to completely carry out the maintenance in a timely manner.
- 6.7** The Supplier must carry out the services in such a way that the safety of the Maintenance Item is maintained. Operational readiness is to be maintained during the provision of services, insofar as possible. The statutory provisions, in particular, accident prevention regulations and generally recognized rules of technology must be observed.
- 6.8** The Supplier is obligated to provide and/or deliver all aids (e.g. measuring devices and tools) and auxiliary materials (e.g. lubricants

and cleaning agents) required to provide the services. Materials and auxiliary materials that the Supplier uses in connection with the provision of the service must be disposed of by the Supplier within the scope of the services in accordance with the statutory provisions. The Company will only provide auxiliary persons following timely agreement thereto.

- 6.9** For interpretation of the terms and the services, the contractual parties shall be guided by DIN 31051 (2019) and DIN EN 13306 (2018) or their successor standards in their German language version, unless otherwise expressly regulated.
- 6.10** All prices for maintenance and inspection are fixed prices (cf. Section 3.1 hereof).

## 7. Repair services

- 7.1** Performance of repair work must be agreed with the Company. The Supplier shall coordinate all necessary services with the Company in a timely manner in advance. The provision of services must be planned in such a way and as far as possible so that the normal course of business of the Company as a whole is not impaired.
- 7.2** Within the scope of the repair, the Supplier can only charge for services and deliveries that the Company has agreed to in writing in advance. Should additional, unforeseeable costs and expenses arise, the Supplier must inform the Company directly in the form of a cost estimate before the service or delivery is carried out. Insofar as the Company agrees to the cost estimate, the Supplier will provide the services specified in the cost estimate as soon as possible following consultation with the Company.
- 7.3** The Supplier must prepare a protocol of the measures taken and transfer this to the Company together with a detailed and verifiable invoice.

## 8. Employees

- 8.1** In principle, the Supplier shall render its deliveries and services using its own employees. When providing the service owed, the Supplier shall only use employees in accordance with the statutory provisions who have a valid work permit for the Federal Republic of Germany or, if the service is not

provided in Germany, a valid work permit for the country in which the performance is rendered. Persons employed by the Supplier shall be properly registered with the German social security authorities or the authorities of the country in which the place of performance is rendered and whose services, including the applicable taxes and other duties, are correctly paid. All taxes and social security contributions incurred will be paid in full and on time by the Supplier to the relevant collection points (social security agency, tax office, etc.). Employees shall have a valid employment contract with the Supplier and be paid according to the applicable regulations. Employees shall have been instructed by the Supplier to strictly comply with the regulations of occupational safety, general youth work protection and applicable legal or official requirements. Compliance with the above specifications shall be continuously monitored by the Supplier.

- 8.2** The Supplier may only sub-contract a service and/or delivery, in whole or in part, to a suitable and reliable sub-contractor with the prior written consent of the Company. In this case, sub-contractors shall agree in writing to confidentiality and data protection in accordance with the agreements between the Supplier and the Company. The Company's consent shall neither limit the Supplier's obligations nor constitute a basis for any rights to be claimed by the sub-contractor.

## 9. Default, contractual penalties

- 9.1** Agreed response times, deadlines and dates must be observed. In the event of non-compliance for which the Supplier is responsible, **a contractual penalty shall become due of 0.15 % of the order value per working day but a maximum amount of 5 % of the order value.** Further claims arising from default remain unaffected and shall be determined according to the statutory provisions. The Company shall be informed without undue delay regarding a foreseeable delay. The unconditional acceptance of and payment for a late delivery or service shall not constitute a waiver of the claims to which the Company is entitled due to the late delivery or service.

## 10. Provision of services, statute of limitations, quality control, warranty, duty to provide information

**10.1** The Supplier is obligated to provide the services in such a way that said services have the properties described in the order or in the Delivery Call-off together with the annexes and are not defective in a manner that would eliminate or reduce the value or suitability for the usual or contractually required use. The services are to be provided on the basis of the current state of the art of science and technology and in compliance with the care customary in the trade but at least with the care of a prudent businessperson. Relevant statutory and official regulations must be observed. The status at the time of execution of the respective services is decisive.

**10.2** In cases of deliveries with digital elements or other digital content, the Supplier shall be responsible for providing and updating the digital content to the extent that this results from a quality agreement or other product descriptions from the manufacturer or on its behalf, in particular, on the Internet, in advertising or on the goods labels.

**10.3** Should the Supplier have concerns about the intended type of execution or about the materials, studies, preparatory work or documents made available by the Company, these concerns must be communicated to the Company without undue delay in writing. The same shall apply if the Supplier recognizes or should recognize that other information or requirements of the Company are incorrect, incomplete, ambiguous or unsuitable for execution. Insofar as changes or improvements are identified to be appropriate or necessary in the performance of the service, the Supplier shall inform the Company without undue delay in writing and obtain a decision regarding a possible change in the services.

**10.4** The use of free and Open Source Software ("OSS") that triggers a copyleft effect for software newly developed or already existing within the scope of the contract is excluded. Apart from that, OSS may only be used by the Supplier within the scope of deliveries or work-related services following prior written approval by the Company.

**10.5** The warranty period begins with the transfer of risk and is two (2) years for technical

machines/systems and (spare) parts and five (5) years for steel products. Otherwise, the warranty period is three (3) years. This period also applies if the claims are not related to a defect. Insofar as acceptance has been agreed, the limitation period shall begin with acceptance. The statute of limitations period begins anew with regard to the defect bringing about subsequent performance upon completion of the subsequent performance measures. Longer statutory periods of limitation remain unaffected as do further provisions on the suspension of expiration, suspension and the restart of periods.

**10.6** A defect must be remedied within a reasonable period of time set by the Company. The statutory provisions shall apply to the rights of the Company in the event of defects in quality and title and in the event of other breaches of duty by the Supplier. This shall also apply to any reimbursement of expenses and damages.

**10.7** The Supplier shall bear the expenses required for the purpose of inspection and subsequent performance, in particular, transport, travel, labor and material costs as well as any disassembly and assembly costs, even in the case that it turns out that no defect in fact existed. The Company's liability for damages in the event of an unjustified request for remedy of defects remains unaffected; in this regard, however, the Company shall only be liable if it did not recognize or failed to recognize through gross negligence that no defect existed.

**10.8** In cases of particular urgency, the Company shall be entitled to carry out subsequent performance itself or to have such carried out at the expense of the Supplier if the Supplier does not commit to subsequent performance without undue delay (maximum five (5) working days).

**10.9** If safety or occupational health and safety regulations have to be taken into account in connection with deliveries and/or services, the Supplier must expressly point this out in writing.

**10.10** Persons who work on the Company's premises shall be required to comply with the provisions of the respective company regulations and instructions of the respective works safety regulations or authorized employees of the Company.



## 11. Liability

**11.1** The Supplier shall be liable for wrongful intent and any kind of negligence, including that of its representatives, agents, auxiliary and vicarious agents and shall bear, in particular, the procurement risk. Liability cannot be limited in terms of amount.

## 12. Invoicing and payment terms, set-off

**12.1** Invoices from the Supplier must be submitted in duplicate, stating the order item number, the name of the person responsible for purchasing at the Company, the quantities delivered and prices as well as the respective SAP order number – where available. All payments will be withheld by the Company until submission of invoices which comply with the provisions of the German Value Added Tax Act (*Umsatzsteuergesetz, UStG*). At the request of the Company, the credit note procedure can be used instead of the invoice in accordance with the provisions of the UStG.

**12.2** Insofar as billing is made on the basis of time and materials, invoices to be issued monthly must contain details about the number of employees who have provided the billed services, the number of working days worked by each of these employees, the daily rate of the employees whose services have been billed, originals of all work activity reports to be created and signed, as well as a description of the expenses charged. Expenses will only be reimbursed to the extent agreed in the order and, if no flat rate has been agreed, only against proof.

**12.3** The Supplier agrees to submit invoices via the Bertelsmann Invoicing Portal: <https://www.invoice.bertelsmann.com/Registration>

**12.4** If and insofar as not otherwise agreed, payment shall be made in the customary commercial manner with a 3 % discount if paid within 14 days or net within 60 days. The place of performance is the Company's registered office.

**12.5** The Company shall not owe any interest payable as from the due date.

**12.6** The Company shall be entitled to a right of set-off and retention as well as the defense of non-fulfillment of the contract to the extent permitted by law. In particular, the

Company shall be entitled to withhold payments that are due as long as it is still entitled to claims from incomplete or defective services against the Supplier.

**12.7** The Supplier shall only have a right of set-off or retention on the basis of counterclaims established with final *res judicata* effect or which are undisputed.

**12.8** The Company shall be entitled to set-off against claims of the Supplier with all claims of the Company's group affiliated companies as defined in §§ 15 et seq. German Stock Corporation Act (*Aktiengesetz, AktG*).

## 13. Rights of use

**13.1** In principle, the Company shall be entitled to all results arising from the Supplier's contractual services (including test and development reports, proposals, ideas, drafts, designs, suggestions, samples, models, drawings, CAD data sets and other documents). Unless otherwise agreed, the Company shall receive free, exclusive, irrevocable, transferable and sub-licensable rights of use to all contractual services of the Supplier that shall be unrestricted in terms of time, place and object. Insofar as the Supplier engages sub-contractors, it shall ensure through appropriate contractual agreements that the sub-contractors also make the stated results and rights of use available to the Company. Use of the services by the Supplier or third parties shall require the prior written consent of the Company.

**13.2** The Company is irrevocably entitled to the exclusive, free of charge and transferrable right of use for all known and unknown types of performance results and developed software capable of copyright. The Supplier's disposal rights over introduced or developed models, methods, components/modules, etc. remains unaffected. Unless otherwise agreed, the right of use shall also include the right to economic exploitation, publication, reproduction as well as the right to pass such on to third parties for any follow-up orders.

**13.3** Insofar as innovations arise during provision of the services (this includes, in particular, inventions, technical improvement proposals, know-how, but also other individual intellectual and creative achievements), the Supplier shall be obligated to inform the

- Company hereof and to submit all documents to the Company required to evaluate the innovations. The Company alone shall be entitled to file intellectual property rights applications. The Supplier shall claim such innovations from its employees in a timely manner and without restriction and will support the Company in obtaining the intellectual property rights, in particular, making the necessary declarations. Should the Company waive the application right in writing to the Supplier, the Supplier shall be entitled to file the application for the relevant intellectual property right at its own expense. The Company shall be entitled to a non-exclusive, free of charge, transferable right of use that is unrestricted in terms of time, place and content for the intellectual property rights then granted to the Supplier. The Company and the Supplier shall each bear the employee invention remuneration only for their own respective employees.
- 13.4** Insofar as intellectual property rights of the Supplier which already existed at the time of entering the contract are required for the creation or exploitation of the services, the Company shall receive an irrevocable, non-exclusive, free of charge, transferable and sub-licensable right of use which is unrestricted in terms of time and place to exploit the services by it or any commissioned third parties. Prior to starting work, the Supplier shall give notice which of its intellectual property rights are significant for the services.
- 14. Force majeure**
- 14.1** Supplier and Company shall be entitled to suspend the fulfillment of their contractual obligations to the extent that this fulfillment is made impossible or unreasonably difficult by circumstances that are not dependent on the will of the party. "Circumstances" are any non-company, external circumstances. This applies, for example but not exclusively, to labor disputes and circumstances independent of party will, such as fire, war, general mobilization, uprising, sabotage, earthquakes and other natural disasters. The parties respectively shall transfer without undue delay a statement regarding the beginning and cause and, as far as possible, the expected effects and duration of the delay.
- The parties will provide each other with the information required hereafter within the scope of what is reasonable and adjust their obligations to the changed circumstances in good faith. If the force majeure is of considerable duration, the Company can withdraw from the contract if its requirements are significantly reduced.
- 14.2** The Company shall be released from its acceptance or approval obligation and shall be entitled to withdraw from the contract if the deliveries or services can no longer be used by it due to the delays caused by force majeure or the labor dispute.
- 15. Security in the supply chain**
- 15.1** The Supplier declares, if and to the extent necessary, that it is a certified Authorized Economic Operator (AEO) and shall prove this by transfer of a copy of the official certification at the latest by the time an agreement is signed.
- 15.2** Should the Supplier not be a certified Authorized Economic Operator, it agrees to sign the customs security declaration ([www.zoll.de](http://www.zoll.de)) and to take the precautions contained therein and to comply with the regulations contained therein.
- 15.3** Should the Supplier violate the precautions and/or regulations contained in the customs security declaration, in whole or in part, or if it fills out the annex "Security Declaration" incorrectly, the Company shall be entitled to terminate the respective contract immediately without notice.
- 15.4** In addition, the Supplier shall indemnify the Company to the extent permitted by law – for whatever legal reason – against all third party claims that arise as a result of non-compliance with the Supplier's obligations agreed in the customs Security Declaration – in particular, vis-à-vis public authorities. Any further claims for damages and any other claims and/or rights remain unaffected therefrom.
- 15.5** The Supplier shall bear all costs incurred by the Company as a result of the defectiveness or non-fulfillment of the individual requirements from the customs Security Declaration, including the costs of immediate termination without notice.

## 16. Minimum wage

- 16.1** The Supplier is obligated to pay the statutory minimum wage to its employees. At the request of the Company, the Supplier shall notify it within fourteen (14) days of the fulfillment of this obligation during the entire contract period up to six (6) months after the end of the existing contractual relationship by submitting suitable documents (in particular, documents according to § 17, para. 1 German Minimum Wage Act (*Mindeslohngesetz, MiLoG*), clearance certificate from the responsible social security fund or vacation fund, etc.).
- 16.2** Upon first demand, the Supplier shall indemnify the Company against all claims by third parties (in particular, employees of the Supplier, customers of the Company, the German Federal Employment Agency (*Bundesagentur für Arbeit*)) in connection with violation of the obligation to pay the statutory minimum wage.
- 16.3** The Supplier is obligated to impose the commitment on any sub-contractor to demonstrably pay the statutory minimum wage and indemnify the Company to the same extent as its obligation itself according to para. 1 and para. 2. hereof. Should the sub-contractor in turn use sub-contractors, the Supplier must ensure that all sub-contractors are also so obligated accordingly.
- 16.4** The Supplier is liable to the Company for all third party claims arising from violation of the obligation to pay the statutory minimum wage by sub-contractors.

## 17. Supplier Code of Conduct

- 17.1** The Supplier is obligated to comply with all relevant legal provisions and regulations regarding accident prevention, employee safety and protection and environmental protection in the case of services and deliveries. Irrespective of other obligations, it will observe the principles of the Supplier Code of Conduct of Bertelsmann SE & Co. KGaA which is freely accessible on the following website:  
<https://www.bertelsmann.com/media/unternehmen/grundwerte/geschaeftspartner/supplier-code-of-conduct-de.pdf>

<https://www.bertelsmann.com/media/unternehmen/grundwerte/geschaeftspartner/supplier-code-of-conduct-en.pdf>.

## 18. Procurement of energy services, products, equipment and energy

- 18.1** When procuring energy services, products and equipment that have or could have an impact on the main use of energy, products and services shall be evaluated with regard to their energy efficiency by central purchasing or the procuring unit. In this respect, energy efficiency becomes a decisive factor. Other things being equal, energy services, products and facilities are preferred when their energy efficiency is higher.

## 19. Final provisions

- 19.1** The contracting parties shall treat all non-public commercial and technical details as well as all information that becomes known to them as a result of the business relationship as business secrets and shall treat such as strictly confidential, in particular, by not making such accessible to third parties. The same shall apply to information and documents. Sub-contractors shall be respectively obligated in writing. Third parties within the meaning of the aforesaid are parties which are not group affiliated companies of the Company as defined in §§ 15 et seq. AktG. The documents mentioned here are to be returned to the Company without undue delay after the end of the contract at the expense of the Supplier.
- 19.2** Rights and obligations, with the exception of the assignment of monetary claims in transactions as defined in § 354a German Commercial Code (*Handelsgesetzbuch, HGB*), can be transferred to third parties by the Supplier only with the written consent of the Company. Third parties in this sense are not group affiliated companies of the Company as defined in §§ 15 et seq. AktG. Place of jurisdiction for all disputes arising from or on the basis of the contract and these GPC is the registered office of the Company and, in addition, for legal actions filed by the Company, at the registered office of the Supplier.



**19.3** The respectively most recent version of the Incoterms shall apply for interpretation of trade clauses.

**19.4** The law of the Federal Republic of Germany shall apply exclusively. Should one or more provisions of these GPC be or become invalid, in whole or in part, the legal validity of the remaining provisions of these GPC shall remain unaffected therefrom. A reasonable provision shall replace the invalid provision which comes closest economically to what the contractual parties intended or would have intended if they had considered the invalidity of the regulation. The same shall apply respectively in the event that these GPC should contain a gap.

## **20. List of companies**

- Arvato Supply Chain Solutions SE
- Arvato direct Services GmbH
- Arvato distribution GmbH
- Arvato media GmbH
- European SCM Services GmbH
- Verlegerdienst München GmbH