

## General Terms and Conditions of Purchase

### § 1 Scope of application

- 1.1 All purchase orders from CADIS GMBH are exclusively governed by the following General Terms and Conditions of Purchase (hereinafter briefly referred to as “GTC Purchase”). Once these GTC Purchase have been validly included in the contract, they apply to all future transactions entered into with the supplier. The supplier confirms to have read and understood the content of these GTC Purchase. With the acceptance of the purchase order but no later than with the execution of delivery, the supplier accepts these GTC Purchase as binding.
- 1.2 CADIS GMBH hereby rejects any conditions of the supplier that are contrary to, or deviate from, these GTC Purchase. They do not become part of the contract unless CADIS GMBH has expressly consented to their application in writing. Such consent by CADIS GMBH must be given in writing (“Schriftform” acc. to § 126 BGB – German Civil Code) or text form (“Textform” acc. to § 126b BGB– German Civil Code) (e.g. by email). The failure by CADIS GMBH to object to any reference made by the supplier to its own conditions of business in the documents submitted by the supplier and/or acceptance by CADIS GMBH of deliveries from the supplier without reservation shall in no case be deemed to constitute consent by CADIS GMBH to the supplier’s conditions.

### § 2 Contract conclusion

- 2.1 The supplier shall prepare its offers free of charge. CADIS GMBH is entitled at any time to reject the supplier’s offer without stating the reason for the rejection. Any requests for

offers from CADIS GMBH are without engagement and do not create any obligation on the part of CADIS GMBH.

- 2.2 The supplier may only accept a purchase order from CADIS GMBH, which is transmitted to the supplier in writing or text form (e.g. by email), within a period of five working days (“Werktage”) of the date of sending the purchase order. The time of receipt (“Zugang”) of the supplier’s declaration of acceptance by CADIS GMBH shall be decisive for compliance with the said time limit. CADIS GMBH is entitled to cancel the purchase order with no costs until the supplier accepts the purchase order. The cancellation shall be deemed in time if made before the declaration of acceptance is received (“Zugang”).
- 2.3 The supplier is obliged to explicitly point out in writing or text form (e.g. email) any changes subject to which the request for an offer/ the offer from CADIS GMBH is accepted in the way that the changed items must be shown and described in exact juxtaposition with the original items in the request/offer. In this case, the contract shall only be deemed concluded upon approval of the changes by CADIS GMBH in writing or text form (e.g. by email).
- 2.4 If the supplier can propose to CADIS GMBH a more favourable solution in terms of technical implementation or costs, the supplier shall propose this solution as an additional option. In this case, the provisions of para. 3 shall apply.
- 2.5 If the contractor promises to bring about a certain work result (“Werkleistung”) or provide a service (“Dienstleistung”), the

contractor is obliged to perform the work or provide the service by its own personnel and means. Subcontracting shall in any case require prior consent by CADIS GMBH.

- 2.6 CADIS GMBH is entitled to request changes of the ordered goods or services in writing or text form (e.g. by email). The supplier undertakes in this case to prepare an adjusted offer for CADIS GMBH at the supplier's expense within two weeks from receipt ("Zugang") of the change request; the adjusted offer must show the changes in exact juxtaposition with the originally agreed goods and services and describe the consequences which the changes would have on the intended time schedule. The supplier is obliged to take the calculation for the contractually agreed goods and services as a basis for calculating the price of the changes and submit it to CADIS GMBH. The supplier shall start to implement the changes without undue delay ("unverzüglich") after CADIS GMBH has requested the supplier to do so in writing or text form (e.g. by email). Otherwise, any changes of the contractually agreed goods or services shall only become effective with the appropriate purchase order issued by CADIS GMBH in writing or text form (e.g. by email).

### § 3 Contractually agreed time limits

- 3.1 The supplier is obliged to comply with all contractually agreed periods and deadlines ("time limits"). The time of receipt of the goods at the destination indicated by CADIS GMBH shall be decisive for compliance with the agreed time limits except where CADIS GMBH has assumed the responsibility for shipment in writing or text form (e.g. by email).
- 3.2 The supplier shall notify CADIS GMBH without undue delay ("unverzüglich") as soon as circumstances occur or can be foreseen

which might endanger or prevent compliance with any contractually agreed time limits. The supplier is obliged to notify CADIS GMBH in writing of the reasons and presumable duration of the delay and the measures taken to mitigate the impact and consequences to the largest possible extent. CADIS GMBH shall be entitled to the statutory rights and claims for default ("Verzug").

- 3.3 The supplier is obliged to request CADIS GMBH in good time to provide any documents required for the execution of the purchase order.

### § 4 Delivery and passing of risk

- 4.1 Goods must be delivered and services must be provided during usual office hours to the destination or at the place indicated by CADIS GMBH unless otherwise agreed in the contract. Any deviating agreements must be made in writing or text form (e.g. by email).
- 4.2 Consignments must be accompanied by a delivery note and a packing slip as well as by all documents required by law such as proof of identity, certificates etc. All shipment documents as well as the outer packaging must bear the purchase order number and state the quantities, weights, dimensions and the place of unloading, consignment recipient and place of installation in full detail. CADIS GMBH is entitled to reject any insufficiently marked consignments.
- 4.3 CADIS GMBH will accept partial deliveries provided they have been advised in advance and CADIS GMBH has consented to the advised partial delivery in writing or text form (e.g. by email).
- 4.4 Deliveries shall be made DDP unless agreed otherwise in the contract. Any deviating agreements must be made in writing or text form (e.g. by email). At the request of CADIS

GMBH, the supplier shall take out appropriate transport insurance at the expense of CADIS GMBH.

4.5 The ordered goods must be delivered duly packed if their condition requires packaging during transport. The packaging must be safe for transport and correspond to the transport regulations applicable to the mode of transport chosen and the statutory packaging requirements, if any, or the requirements specified in the purchase order from CADIS GMBH. In particular, hazardous goods must be packed, marked, labelled and transported according to the applicable national and international regulations. Additional costs incurred for non-compliance with the applicable transport or packaging requirements shall be borne by the supplier.

4.6 Regardless of the mode of transport chosen, the supplier shall send CADIS GMBH an advice of dispatch on the day of departure of the goods. The invoice shall not be deemed to constitute advice of dispatch. In the case of transport by ship, the name of the shipping company and the name of the ship must be stated, too.

4.7 During shipment and until arrival of the goods at the destination, the supplier bears the risk unless the transport is carried out by CADIS GMBH's own vehicles or by a carrier designated by CADIS GMBH. If, upon arrival at the destination, the consignment packaging is damaged or if the consignment packaging is damaged already upon hand-over to the driver of CADIS GMBH or the carrier designated by CADIS GMBH, CADIS GMBH shall be entitled to reject the consignment without any further inspection of the goods. The cost of return shipment shall be borne by the supplier.

§ 5 **Prices, terms of payment**

5.1 The agreed prices are net fixed prices

including packaging, shipment and - if the supplier is obliged to take out insurance – insurance, import charges and other expenses. The fixed prices shall also include any contractually agreed work and services unless agreed otherwise. Any deviating agreements must be made in writing or text form (e.g. by email).

5.2 The VAT must be shown separately in both the offer and the invoice.

5.3 CADIS GMBH can only process incoming invoices if they contain all purchase order data, the purchase order number or delivery number stated in the purchase order as well as all mandatory statutory information including, without limitation, the value-added tax registration numbers of the supplier. The information in the invoice must correspond to the purchase order in terms of order of the items and prices and item numbers. CADIS GMBH reserves the right to return any non-compliant invoices to the supplier, in particular if they are non-compliant in terms of purchase order information or formal VAT requirements, and request issue of a proper invoice. Invoices should be sent in duplicate with the duplicates being marked as such.

5.4 If requested by CADIS GMBH, the supplier shall provide CADIS GMBH with an electronic invoice according to the requirements set out in para. (3) above, which shall also include all invoice attachments.

5.5 The period for payment is 60 days unless agreed otherwise. Unless agreed otherwise in writing or text form (e.g. by email), the periods for payment shall run from complete flawless delivery or service provision or, in the case of a contract for work (“Werkvertrag”), from formal approval (“Abnahme”) of the work, and receipt (“Zugang”) of a proper invoice according to

the preceding para. (3) and (4).

5.6 If payment is made by CADIS GMBH, this shall not be deemed to imply formal acknowledgement or approval of the deliveries, services or work as compliant with the contract.

5.7 CADIS GMBH shall at any time be entitled to the statutory rights of set-off, retention and withholding without restrictions.

§ 6 **Quality, warranty claims, duty to inspect**

6.1 Unless otherwise agreed in writing or text form (e.g. by email), the supplier warrants that the goods and services comply with the contractually agreed qualities, the applicable statutory provisions and requirements and best state-of-the-art standards and are free from defects. The supplier further warrants that the design, construction and composition of the goods have not been changed compared to previous similar deliveries which were approved as compliant and free from defects unless such changes were made with the consent of CADIS GMBH.

6.2 The supplier warranty described in the preceding paragraph shall also extend to parts and work and services procured from sub-suppliers and subcontractors.

6.3 Unless otherwise agreed in writing or text form (e.g. by email), CADIS GMBH is obliged to inspect the goods for deviations in quality or quantity without undue delay ("unverzüglich"). Any detected deviations or defects must be reported to the supplier within a reasonable period. Any notice of defect that is received by the supplier within ten working days ("Werktage") from knowledge of the defect shall in any case be deemed in time.

6.4 CADIS GMBH shall be entitled to the statutory warranty claims without restrictions.

In any case, CADIS GMBH shall be entitled in its discretion to request from the supplier either subsequent defect remedy ("Nachbesserung") or delivery of a new item ("Nachlieferung") (both options hereinafter also referred to as "subsequent performance" - "Nacherfüllung"). CADIS GMBH shall be entitled to carry out defect remedy itself at the supplier's expense if the supplier is in default of subsequent performance ("Verzug"). If subsequent performance by the supplier has failed or would be unreasonable for CADIS GMBH (e.g. for urgency, danger to operational safety or threatening occurrence of unreasonable damage), CADIS GMBH shall not be obliged to grant the supplier a period for subsequent. CADIS GMBH shall notify the supplier of any defect remedy carried out by CADIS GMBH itself either beforehand or without undue delay ("unverzüglich") thereafter.

6.5 The supplier bears all costs incurred for the subsequent performance ("Nacherfüllung") including, without limitation, any cost of replacement (removal, disassembly, reassembly, reinstallation, transport, repair costs etc.) as well as any costs incurred in connection with the processing of the delivered goods.

6.6 CADIS GMBH expressly reserves the right to claim damages including, without limitation, damages in lieu of performance ("Schadenersatz statt der Leistung"), the right to withdraw from the contract ("Rücktritt") and the right to claim reimbursement of expenses ("Aufwendungsersatz").

6.7 CADIS GMBH shall make the defective goods available to the supplier for defect remedy in the discretion of CADIS GMBH either at the place where the goods are located upon defect detection or at their final

destination. The warranty period shall be suspended for the duration of the subsequent performance.

- 6.8 The limitation period for warranty claims is 24 months from the passing of risk. Any parts repaired or replaced or newly delivered in the context of subsequent performance shall also be subject to the preceding warranty period, calculated from the time of defect remedy.

#### § 7 Audits

- 7.1 CADIS GMBH is entitled to conduct factory audits on the manufacturer's premises. The supplier shall bear its own material and personnel costs incurred in connection therewith; CADIS GMBH shall bear the costs of its own personnel.

- 7.2 Unless already otherwise agreed in writing or text form (e.g. by email), the supplier shall notify CADIS GMBH of its readiness for the audit no later than one week before the audit scheduled by CADIS GMBH and shall agree on an audit date with CADIS GMBH. If the goods, work or services are not ready for audit on the agreed audit date for reasons attributable to the supplier ("zu vertreten haben"), the total amount of costs incurred by CADIS GMBH in connection with the audit date shall be borne by the supplier. If any defects found in the audit require repeated or other additional audits, the supplier shall bear all material and personnel costs incurred thereby.

- 7.3 The supplier shall bear the material and personnel costs incurred for material certificates for primary material.

- 7.4 The audits shall not affect the supplier's warranty obligations.

- 7.5 Material certificates and test records and certificates are part of the scope of delivery

and must be submitted at the time of delivery.

#### § 8 Third-party liability insurance

- 8.1 The supplier shall take out and maintain at its expense sufficient third-party liability insurance for damage that might be caused by the delivered goods or by the supplier, its legal representatives, executives or other vicarious agents or other persons engaged by the supplier in the fulfilment of its obligations ("Erfüllungsgehilfen") in the context of contract execution.

- 8.2 Unless otherwise agreed in writing or text form (e.g. by email), the insurance cover per case of damage to property or personal injury must be sufficient to cover any and all damage that is typically related to the contract and could reasonably be foreseen upon contract conclusion as a possible consequence. The third-party liability insurance must be maintained during the entire contract term – i.e. until the expiry of the respective limitation period for warranty claims. The supplier must furnish proof of the agreed insurance cover per case of damage to CADIS GMBH upon request. The insurance policy and the proof of insurance cover shall in no way restrict or limit the scope of the supplier's statutory liability.

#### § 9 Certificate of origin, export control

- 9.1 Unless explicitly stated otherwise in the order confirmation, all purchase orders, as a rule, only refer to goods which are products of preferential origin ("originating products") as defined by the preferential agreements of the European Community and the European Union. The supplier shall provide CADIS GMBH no later than upon delivery with any necessary proof of preferential origin (long-term supplier's declaration or single supplier's declaration including origin criterion, statement on origin in the invoice: SoO resp. SoO EUR-MED, movement



certificate: EUR1 resp. EUR-MED, certificate of origin form A). The supplier is further obliged at the request of CADIS GMBH to furnish proof of the origin criterion within the aforesaid meaning by submitting information certificates INF 4 which have been confirmed by the customs authority of the member state in which the supplier is established. If and to the extent that the said documents of proof contain general information regarding the origin such as "European Union", the national origin (i.e. the state of origin such as "Netherlands") must be indicated in addition.

- 9.2 If, during the term of validity of a long-term supplier's declaration, any of the supplier's deliveries deviate from the declaration, the supplier shall be obliged to specify the changes in the invoice and, in addition, notify the foreign trade customs department that is responsible for CADIS GMBH of the changes in writing (double notification obligation). It is hereby pointed out that CADIS GMBH does not accept any supplier's declarations containing a disclaimer or exclusion clause because they are not covered by the regulatory content of the Regulation (EC) No. 1207/2001. "Disclaimer" or "exclusion clause" shall be deemed to include any supplement or addition to the prescribed wording of the supplier's declaration which restricts the substance of the declaration by reference to subsequent individual documents (delivery notes, invoices or the like) and any marking or labelling contained therein or the lack of any such marking or labelling.
- 9.3 Any delivery of goods other than products of preferential origin ("originating products") within the meaning of a preferential agreement of the European Community or European union requires prior written consent by CADIS GMBH.
- 9.4 The supplier is obliged, in addition to the

alternative obligations under § 9 para. 1 and para. 3, to submit certificates for all goods to be delivered (certificate of origin, long-term supplier's declaration and single supplier's declaration without origin criterion, duly supplemented statement on origin in the invoice) which evidences the non-preferential origin of the goods. If these documents contain general information regarding the origin such as "European Community", the national origin (i.e. the state of origin such as "Netherlands") must be indicated in addition.

- 9.5 All proofs of origin must be submitted without request together with the delivery at the latest and at the supplier's sole expense.
- 9.6 The supplier undertakes to completely and properly fill in the CADIS GmbH foreign trade questionnaire and the long-term supplier's declaration (according to the Implementing Regulation (EU) 2447/2018 and digitally transmit them by email to [info@cadissoftware.com](mailto:info@cadissoftware.com) no later than five business days of receipt ("Zugang") of the order confirmation. The originals must be sent by post to CADIS GMBH, Abteilung (department): Zoll Export/Import (customs export/import), Gutenbergstr. 5, D-85716 Unterschleißheim, Germany, no later than ten business days of receipt ("Zugang") of the order confirmation. The respective current versions of the forms to be used for this, the CADIS GmbH foreign trade questionnaire and our long-term supplier's declaration will be sent up on request.

#### § 10 Liability of CADIS GMBH

- 10.1 CADIS GMBH accepts unlimited liability for wilful and grossly negligent misconduct. The limitation of liability under sentence 1 does not apply in cases of mandatory statutory

liability.

#### § 11 **Supplier's liability**

11.1 The liability of the supplier is governed by the applicable statutory provisions.

11.2 In case the supplier is in default ("Verzug") with the provision of deliveries or services, the supplier undertakes to pay CADIS GMBH contractual penalty in the amount of 0.5 % of the net order value for each commenced calendar week of default, which shall be without prejudice to any further rights and claims of CADIS GMBH. The contractual penalty shall be limited to a maximum of 5% of the net order value.

#### § 12 **Product liability**

12.1 The supplier is responsible and liable for the substances, material, components of the goods delivered by it to the extent prescribed by law and – to the same extent – for the finished product. The supplier shall indemnify CADIS GMBH from any and all claims for damages and other third-party claims upon first request if and to the extent that the cause of damage lies within the supplier's sphere of control and organizational responsibility and provided that the supplier is itself liable to the third party. CADIS GMBH shall notify the supplier of any third-party claims asserted against CADIS GmbH and give the supplier the opportunity to comment on the third-party claim. The supplier shall render best possible support and assistance to CADIS GmbH in the defence and provide all information required for such purpose.

#### § 13 **Proprietary rights and conformity with the law**

13.1 The supplier warrants that the goods delivered and services provided by it and/or their use do not constitute or cause an infringement of industrial property rights of third parties (such as trademark, patent or

design rights) or other third-party rights (such as copyrights or personality rights) and that the goods and services and their use are in conformity with the applicable law in all other respects, too.

13.2 If claims are asserted against CADIS GMBH by third parties for infringement of proprietary rights or non-conformity of the goods with the law as referred to in para. 1 above, the supplier shall indemnify CADIS GMBH from any and all third-party claims upon first written request. The indemnification obligation shall include all costs and payment obligations which CADIS GMBH necessarily incurs as a result of or in connection with the claim asserted by the third party. The limitation period for the indemnification claim shall be 36 months from the passing of risk.

#### § 14 **Safety and environment protection**

14.1 The deliveries, goods and services of the supplier must comply with the legal requirements including, without limitation, the safety and environment protection regulations.

14.2 The supplier has sole responsibility for compliance with the applicable accident prevention regulations in the context of the deliveries. Manufacturer's instructions, if any, must be made available to CADIS GMBH upon delivery.

14.3 CADIS GMBH does not only evaluate its suppliers by economic criteria but considers a large number of other aspects, too. The expectations of CADIS GMBH regarding its suppliers are laid down in the Code of Conduct and it is important for the suppliers to be familiar with it and act in conformity therewith. The Code of Conduct is available on our website.

#### § 15 **Advertising**

15.1 The supplier is only allowed to make

reference to the existing business relationship with CADIS GMBH with the written consent of CADIS GmbH.

#### § 16 **Incoterms**

16.1 If CADIS GMBH and the supplier agree that certain Incoterms shall apply, the agreement shall be deemed to refer to the respective current version of the Incoterms valid at the time of the agreement.

#### § 17 **Documents, confidentiality**

17.1 The supplier is obliged to submit to CADIS GMBH in good time all documents required to achieve the contract purpose in the form requested by CADIS GMBH as well as the documents required by law. Documents which may need to be revised must be delivered to CADIS GMBH in the requested form and number, free of charge.

17.2 CADIS GMBH reserves all rights in all analogue and digital documents (including, without limitation, calculations, technical records and documentation etc.) and samples which are provided to the supplier in the context of contract conclusion or during contract negotiations regardless of whether the contract is actually concluded. This shall also apply to documents which are prepared by the supplier according to the specifications of CADIS GMBH. The supplier must not use, copy, reproduce or make these documents and samples available to third parties for purposes other than the contractual relationship with CADIS GMBH. The supplier shall return and hand over all documents and samples including any copies and/or reproductions thereof to CADIS GMBH upon request. If no contract is concluded, the supplier shall hand over all documents to CADIS GMBH without request and without undue delay (“unverzüglich”).

17.3 The supplier shall consider the request for

submission of an offer, the purchase order as well as the deliveries or services as business secrets and treat them confidentially.

#### § 18 **Data protection, consent, indemnification**

18.1 CADIS GMBH attaches great importance to compliance with the applicable data protection regulations such as the Bundesdatenschutzgesetz (German Federal Data Protection Act – BDSG) and the General Data Protection Regulation (GDPR). The supplier is hereby made aware that for the purpose of contract negotiation, contract conclusion and contract execution also personal data of the supplier’s employees or agents need to be collected and stored. The supplier shall make sure that the employees, freelancers or other agents engaged by the supplier will expressly consent to the use and processing of their personal data (first name, last name, position in the company and, if applicable, telephone number and email address) for the purpose of contract negotiation, contract conclusion, contract execution and necessary communication in the context of the business relationship with CADIS GMBH. The consent must be documented in writing or text form. The consent to the data processing must be given at least for the time until the end of the business relationship between the supplier and CADIS GMBH. The supplier shall notify CADIS GMBH without undue delay (“unverzüglich”) of the termination of the employment or engagement and/or of any permanent change of the position of the employee or agent within the company. In this case, CADIS GMBH shall adjust the personal data of the person concerned (data subject) or, in the case of termination of the employment or engagement, immediately delete or pseudonymize the personal data.

18.2 The supplier shall provide proof of the consent given by the data subject to CADIS



GMBH without undue delay (“unverzüglich”) upon request.

- 18.3 If a third party or an authority asserts a claim or otherwise takes action against CADIS GMBH because the supplier has culpably (wilfully or negligently) breached the provisions of this § 18 para. 1 sentences 3 to 6 or § 18 para. 2, the supplier shall indemnify CADIS GMBH upon first request from any and claims for damages, other claims, costs (including lawyers’ fees) and fines incurred as a result of the breach. CADIS GMBH shall notify the supplier of any legal action or claim asserted against CADIS GmbH without undue delay (“unverzüglich”) and give the supplier the opportunity to comment on this. The supplier shall support and assist CADIS GMBH in defending itself against the claim or action and shall provide CADIS GMBH with all information and documents which may be required for such purpose without undue delay (“unverzüglich”). Any further rights and claims to which CADIS GMBH may be entitled remain unaffected.

#### § 19 Final provisions

- 19.1 Subject to any individual agreements according to §305 b BGB (German Civil Code), changes and amendments to the contract and/or these GTC Purchase as well as any side agreements must be made in writing (“Schriftform”) or text form (“Textform”) (e.g. by email).
- 19.2 If any provision of the contract and/or these GTC Purchase should be invalid or impracticable in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. The parties shall rather be obliged in this case to work towards the replacement of the invalid or impracticable provision by a valid or practicable one which approximates the economic purpose of the invalid or impracticable provision as closely

as possible. This shall apply accordingly if a regulatory gap is found in the contract and/or these GTC Purchase which needs to be filled.

- 19.3 The place of exclusive jurisdiction and place of performance (“Erfüllungsort”) for all disputes arising out of the contractual relationship is Munich city (München-Stadt). CADIS GMBH shall however be entitled to also sue the supplier at the place of general jurisdiction (“allgemeiner Gerichtsstand”) applicable to it.
- 19.4 The contractual relationship is governed by the law of the Federal Republic of Germany. The application of the Vienna Convention of the United Nations on Contracts for the International Sale of Goods (CISG) and the German Private International Law is excluded.