

General Purchasing Terms and Conditions of Deutsche Post AG (AEB) as of 01.10.2016

1 Scope of application

- 1.1 The following General Purchasing Terms and Conditions shall apply to all contracts pertaining to the fulfilment of requirements regarding supplies and services. Written individual agreements divergent here from shall take precedence over these General Purchasing Terms and Conditions.
- 1.2 The Contractor's general terms and conditions shall not become an integral part of the contract even if the Customer does not expressly object to them. Making use of contractual rights or the fulfilment of contractual duties by the Customer shall not imply recognition of the Contractor's terms and conditions.

2 Orders

In concluding the contract the Contractor acknowledges that he has taken note of the manner of performance and scope of the services and supplies by inspecting the available plans and technical descriptions. Obvious errors, spelling and calculation mistakes in the documents, drawings and plans presented by the Customer shall not lead to any obligation on the part of the Customer. The Contractor will inform the Customer of such errors and mistakes so that the order can be corrected and renewed. This shall also apply in case of missing documents or drawings.

3 Bulk discounts, Amendments to the contract, Subcontracting

- 3.1 The basis for calculating bulk discounts and other discounts shall include the revenue generated by the Contractor with all organisational units of Deutsche Post DHL Group.
- 3.2 The Contractor shall fulfil the Customer's wishes with regard to qualitative and/or quantitative changes to the ordered supplies or services following the conclusion of the contract, insofar as this can reasonably be expected of him and an agreement on possible price changes is arrived at.
- 3.3 Passing on the contract or significant parts of it to third parties (subcontractors) shall not be permissible without the written permission of the Customer.

4 Prices

If nothing to the contrary has been arranged, the following shall apply:

The agreed prices (excluding VAT) shall be fixed prices. Subsequent claims shall be prohibited. The agreed prices shall cover all costs incurred until the contract is fulfilled (e.g. for packaging, transport, insurance, customs clearance, installation, excise taxes). VAT is applied at the rate valid on the day it was incurred.

5 Shipment

- 5.1 Where possible, Contractor shall commission an affiliate of the Deutsche Post DHL Group for delivery of the Goods to Customer.
- 5.2 Should the Contractor, acting in contravention of the foregoing provision, commission a transport company which is a competitor of Deutsche Post DHL Group's organisational units with the transportation of his shipments Customer shall be entitled to refuse delivery. In such a case, the Customer shall also be entitled to terminate the contract without notice and/or to assert other claims, in particular for damages.
- 5.3 Each delivery shall be accompanied by delivery notes containing an exact itemisation of the type and quantity of the goods contained. The Customer's full order number, the ordering party or, in the case of framework contracts, the call-off party, the material number(s) and the delivery address shall be stated on the delivery note.
- 5.4 Should a delivery that does not comply with the contract be refused, the cost and risk of its return shall be borne by the Contractor.

6 Packaging

- 6.1 To the greatest extent possible, environmentally friendly packaging shall be used. It must be easy to remove and dispose of.
- 6.2 The obligation to accept returned packaging is set forth in the relevant statutory regulations. The place of performance for the Contractor's obligation to accept returned packaging shall be the place where the goods were handed over.
- 6.3 The use of one-way pallets is prohibited.
- 6.4 Notwithstanding the provisions regulating the transportation of items, the items shall be packaged in such a way as to prevent any damage to the goods caused by the hazards of transportation. The items must be able to withstand drops from heights of approx. one metre.

The packaging material used must guarantee that shipments ("Gebinde") can be stacked, which is a prerequisite for efficient warehousing, and that they retain their shape and are not damaged even if other shipments are stacked on top of them.

It must be ensured that the shipments/boxes are secured in such a way as to prevent them opening or splitting.

The shipments/boxes shall be marked with material number, material description and quantity of the contents. When stacked, the indications on each shipment/box must be visible.

If items are to be palletised, they shall be transported on DIN 15 146-compliant Europallets. To ensure full capacity utilisation, the shipments to be delivered shall be stacked according to Europallet standards CCG1 (800 x 1200 x 900 mm) and CCG2 (800 x 1200 x 1800 mm), observing the maximum total weight for Europallets.

If delivery to the central warehouse (*Zentrallager Post, ZLP*) is intended, the following packaging measurements must be adhered to: the weight per shipment/box may not exceed 31.5 kg. If stored in live storage racks, the shipments (secondary boxes) may not exceed 570 x 370 x 220 mm (length x width x height). As a rule, the Europallet standard CCG1 should be selected for the pallet height (max. 900 mm), which states a total pallet weight of max. 600 kg per pallet.

7 Delivery periods/Delivery dates

- 7.1 The agreed delivery and performance periods/dates shall be binding.
- 7.2 In the event that a delivery or performance date cannot be adhered to, the party concluding the contract or, in the case of framework contracts, the call-off party shall be informed without delay in writing, giving the reason for the delay and its duration.
- 7.3 By accepting or receiving a culpably late delivery or service the Customer shall not waive his entitlement to assert claims for damages or contractual penalties.

8 Invoices

- 8.1 Upon completion of the delivery or service, invoices shall be submitted together with all relevant documents to the address indicated by the Customer. The invoice shall contain the same information as the delivery note (Section 5.3 (3)): the Customer's full order number, the ordering party or, in the case of framework contracts, the call-off party, the material number(s) and the delivery address.
- 8.2 Further, the invoice shall contain the information required by Section 14 German Sales Tax Act (*Umsatzsteuergesetz*). Applicable VAT shall be indicated including the rate at which it is applied.
- 8.3 In the event of intra-Community supplies and services, in addition to the required information the Contractor's invoice must also contain the VAT ID number of both the Contractor and the Customer as well as a comment on the tax-free status of intra-Community supplies and services.

8.4 For invoices on account or for payment in advance, Section 8.2 shall apply accordingly.

9 Payment, assignment of claims

9.1 If nothing to the contrary has been arranged, payment of the invoice amount shall be effected by bank transfer or by cheque, within 30 days upon receipt of the invoice. The payment period shall commence upon the presentation of the agreed documentation and upon receipt of a full and transparent invoice.

9.2 Assigning a contractual claim of the Contractor vis-à-vis the Customer shall only be valid if the Contractor notifies the office processing unit on the invoice accordingly, (c.f. Section 8.1 (1)), indicating the name, address and account number of the new account payable and effective date of the assignment (subject to Section 407 BGB, German Civil Code).

10 Performance of the supplies/services, Claims based on defects, Statutory limitations

10.1 All supplies and services provided by the Contractor shall be in keeping with the current technologies, the relevant legal requirements and the directives of authorities and trade and professional associations and conform in all respects with the order and agreed specifications.

10.2 The Contractor will ensure in particular that he and his sub-contractors – where applicable – comply with the regulations of the German act on strengthening collective bargaining autonomy (Tarifautonomieggesetz), in particular with the duty to pay minimum wages as defined in the German Minimum Wage Act (Mindestlohngesetz). The Contractor assures that he has not been sanctioned in the past by a public authority or a court as a result of violations of these or other legal obligations (where already applicable to the Contractor) in the area of payment of wages, and in particular that he has never been excluded from public contracts in this context. The Contractor will notify the Customer immediately if such violations or exclusions occur during the term of contract. The Contractor will also conclude identical or at least analogous agreements with his sub-contractors and will pay them remunerations that allow them to pay their employees the minimum wages.

10.3 Under his liability vis-à-vis the Customer, the Contractor will indemnify the Customer against any claims made by third parties under civil law against the Customer as a result of its conduct or that of his vicarious agents. Under his liability vis-à-vis the Customer, the Contractor will indemnify the Customer in particular, upon first written request, against any claims made by third parties under civil law that arise from alleged violations of the collective bargaining autonomy act by the Contractor or a sub-contractor. Such third parties are in particular employees of the Contractor or a sub-contractor.

The Contractor's obligation to indemnify the Customer will also apply to any sanctions, fines or other actions imposed under public law or claims under public law asserted by public law entities due to potential infringements of the German collective bargaining autonomy act by the Contractor or a sub-contractor.

Any costs incurred in connection with the legal defense, such as attorney's fees and court costs, will also be included in the aforementioned indemnification obligation.

10.4 The Contractor shall, within boundaries of its economic and technical capabilities, deliver contractually agreed products and services which are also, whenever possible, environmentally friendly.

10.5 In the event that any delivered goods/performed work are/is defective, the Customer shall be entitled to assert legal claims based on defects.

10.6 Defective goods may be returned with the risk and costs borne by the Contractor.

10.7 If the Contractor has not fraudulently concealed the defect, claims based on defects shall come under the statute of limitations two years following the delivery or acceptance at the plant of the supplies or services.

10.8 As stated in § 377 HGB (German Commercial Code), the notification of defects shall be deemed on time if it is sent off within eight working days of delivery or discovery of an initially unrecognisable defect.

11 Industrial property rights

The Contractor shall ensure that all provided supplies and services are not subject to third party industrial property rights. Upon the first written request, the Contractor shall release the Customer from third party claims and will bear all costs arising from the violation of industrial property rights insofar as the violation is not a result of intent or gross negligence on the part of the Customer.

12 Place of performance

The place of performance shall be the site of receipt (delivery address) or the site where services are performed.

13 Termination for cause

The Customer shall be entitled to terminate the contractual relationship for cause without notice particularly if

- a) Contractor and, if applicable, his subcontractors, for the purpose of contract performance, employ persons who are not in possession of a work permit required by the authorities, or
- b) Contractor or his sub-contractors do not pay their employees the minimum wages, or
- c) a request to open insolvency proceedings concerning Contractor's assets has been filed, or
- d) a request to open insolvency proceedings regarding Contractor's assets has been refused for insufficiency of assets, or
- e) one or more of the subsequent criteria – which indicate a substantial deterioration of Contractor's financial situation – is existent, as e.g. fruitless enforcement measures of creditors, loan cancellation by a cash-lending bank, request for debt waiver or subordination against one or more creditors or partners/shareholders, or
- f) Contractor respectively one of his legal representatives, employees or vicarious agents commits a gross misconduct as defined in subsequent Section 14 of this AEB, or
- g) a relationship in the sense of Section 15 German Stock Company Act (*Aktiengesetz*) is created between the Contractor or a subcontractor and a company which is a competitor of a company belonging to Deutsche Post DHL Group.

14 Integrity

14.1 The contractual parties shall implement all necessary measures to preclude gross misconduct against Competition and Cartel Law. Irrespective of the form of participation (perpetration and participation), gross misconduct is understood to be in particular any infringement of provisions designed to protect, unimpeded competition, inter alia collusive agreements on prices or price elements, profit surcharges, prohibited price, recommendations, involvement in recommendations or collusive agreements regarding the submission or non-submission of bids, the payment of deficiency compensation payments or indemnity payments, and any profit sharing and payments to competitors, terms of payment, delivery or any other conditions directly affecting prices or any other violation of the hardcore restrictions (agreements on price, submissions, quantity, quotas, territories or customers) (each of the aforementioned infringements an "Illegal Restraint of Competition").

If the Contractor or a person mandated by the Contractor or acting on behalf of the Contractor has been proven to have committed an Illegal Restraint of Competition on occasion of the procurement proceeding or unconnected to the procurement proceeding but with regard to the relevant market the Contractor shall pay to the Principal on demand the sum equal to 15% of the contract value as liquidated damages. This does not apply if the Contractor is not responsible for the violation. The right to prove that no damages or damages of different value occurred and the corresponding claims remain unaffected in any case.

14.2 If the Contractor or a person mandated by the Contractor or acting on behalf of the Contractor has been proven to have committed an Illegal Restraint of Competition the Contractor has to hand over to the Principal copies of any communication to competition authorities, including annexes, regarding markets affected by the Illegal Restraint of Competition, in particular any leniency applications and settlement agreements, each including annexes, to the extent permissible under applicable administrative law. All such documents must be surrendered to the Principal without undue delay, and at

the latest within two weeks following the final and binding completion of an antitrust proceeding of the respective competition authority or the final and binding ruling of a court in subsequent judicial proceedings appealing the respective competition authority's decision.

- 14.3 The terms of this Section shall apply irrespective of whether the Contract has been terminated or fulfilled. Any other contractual and statutory rights of the Principal shall remain unaffected.

15 Confidentiality

- 15.1 The Contractor shall undertake to observe secrecy regarding the Customer's internal processes and facilities, if these are not obvious and not in the public domain. Further, he shall undertake to observe postal secrecy and data protection regulations. In particular confidentiality shall also apply to documents and other information that the Contractor has either received or otherwise gained knowledge of. Further, the Contractor shall ensure that his employees and subcontractors also fulfil these obligations. The obligation to observe secrecy shall continue beyond the termination of the contractual relationship.
- 15.2 The contractual parties shall agree that mutually communicated personal data may be stored and processed by the other party, insofar as this is permitted.

16 Other provisions

- 16.1 German law shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 16.2 The language of contract and correspondence shall be English. Should translations be made of this contract, the English version alone shall be authoritative. If the English legal meaning differs from German legal meaning of this Agreement and its terms, the German legal meaning shall prevail.
- 16.3 The concluded contracts shall remain valid in the event that individual provisions of the contract be or become void. By mutual agreement between the parties, the provision in question shall be replaced by one that comes as close as possible to the original economic and legal purpose.