

## General Terms and Conditions of Purchase for the Purchase of Goods by SITA IPS GmbH

### 1 Scope of application

**1.1.** These General Terms and Conditions of Purchase (GTCP) for Purchase Orders apply to all purchase orders by SITA IPS GmbH, Vosskuhle 37, D-44141 Dortmund (hereinafter referred to as SITA IPS GmbH). They shall apply to all orders and purchase contracts placed with contractors (Suppliers). Construction work is expressly excluded from the scope of these GTCP.

**1.2.** Any conflicting or additional terms and conditions of the Supplier are hereby rejected. They shall only apply if SITA IPS GmbH has expressly agreed to them or parts thereof in writing.

**1.3.** Individual written agreements made with the Supplier in individual cases (such as framework supply contracts, written collateral agreements, supplements and/or amendments) shall in any case take precedence over these General Terms and Conditions of Purchase. A written contract or written confirmation by SITA IPS GmbH is required for such agreements to be effective.

**1.4.** References to the validity of statutory provisions shall only serve as clarification. Even without such clarification, therefore, the statutory provisions shall apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase.

### 2 Conclusion of the contract

**2.1.** The contract is only concluded when the Supplier confirms or accepts the order placed by SITA IPS GmbH in writing. Should this written confirmation by the Supplier contain deviations from the original order, the Supplier must expressly point these out. An acceptance deviating from the order will be considered as a new offer. The preparation of an offer is always free of charge for SITA IPS GmbH. A contract will only be concluded after written acceptance of the changed conditions by SITA IPS GmbH.

**2.2.** The contracting parties are obliged to work towards the completeness and clarity of the service specification. If in the course of the performance of the contract it becomes

apparent that the description of the services to be provided contains defects or omissions, the Supplier shall immediately inform SITA IPS GmbH of these and the consequences thereof.

**2.3.** Insofar as SITA IPS GmbH refers to target quantities in the order, these are non-binding demand forecasts which do not constitute an obligation to accept on the part of SITA IPS GmbH.

**2.4.** Changes occurring after the conclusion of the contract (e.g. deviation from specifications, changes in material and/or dimensions, changes in the production method or place of manufacture) will only be accepted if SITA IPS GmbH has given its prior written consent to the respective change. If the Supplier violates any of the aforementioned provisions of this Clause 2(6), SITA IPS GmbH shall be entitled to its statutory rights, in particular, SITA IPS GmbH shall be entitled to rescind the contract and/or claim damages in accordance with the statutory provisions.

**2.5.** Subcontracting is only permitted with prior written consent from SITA IPS GmbH. If the Supplier uses subcontractors without prior written consent, SITA IPS GmbH has the right to withdraw from the contract and/or to claim damages. In addition, the statutory provisions shall apply.

**2.6.** The Supplier shall bear the procurement risk for its supplies and services unless otherwise agreed in individual cases (e.g. sale of goods in stock).

### 3 Compliance with regulations, the Code of Conduct, Quality Management System and the reporting of concerns

**3.1.** The Supplier shall guarantee current technical standards and observe the applicable statutory and official regulations as well as the operational rules and regulations of SITA IPS GmbH.

**3.2.** In addition, the Supplier shall neither actively nor passively, directly or indirectly participate in any form of bribery, violation of the basic rights of its employees or

- 3.3.** use child labor. It is responsible for the health and safety of its employees and will observe the relevant environmental protection laws.
- 3.4.** Furthermore, the Supplier is obliged to comply with the regulations of the SITA IPS GmbH Code of Conduct. This will be sent to the Supplier free of charge upon request.
- 3.5.** Where applicable, the Supplier shall maintain a quality management system, e.g. in accordance with DIN ISO 9001. The Supplier's products must be manufactured and tested in accordance with the regulations of this quality management system. SITA IPS GmbH has the right to check compliance with the quality management system by the Supplier in its production facilities after prior written notice and during normal business hours.
- 3.6.** The Supplier is obliged to test the products to be delivered in accordance with generally applicable German industrial standards and to make the test results available to SITA IPS GmbH on request. Alternatively, SITA IPS GmbH may also test the products. The performance of a test shall not be deemed to be acceptance of the goods or service.
- 3.7.** Supplier's services and deliveries must be carried out in compliance with Directive 2011/65/EU ("RoHS") on the restriction of the use of certain hazardous substances in electrical and electronic equipment and in compliance with Regulation 2006/1907/EU ("REACH"). Furthermore, the Supplier undertakes to deliver only such products that do not contain any tin, tantalum, tungsten or gold from the Congo or neighboring countries - the so-called D.R.C. region.
- 3.8.** If the relevant laws, regulations or the technical standards change between the conclusion of the contract and its fulfilment and if this has an influence on the contractual performance, the Supplier shall inform SITA IPS GmbH immediately in writing of the change and the associated consequences in terms of deadlines and costs. SITA IPS GmbH shall decide on the changes within a reasonable period of time. In the event of approval, the parties shall agree on a mutually agreed cost arrangement based on the order and adjust the contract in writing. If SITA IPS GmbH © SITA IPS GmbH V001-115IPSe - 1.0 - 20200508 confidential 2/ 6 General Terms and Conditions of Purchase for the Purchase of Goods by SITA IPS GmbH does

not accept the changes, both parties are entitled to terminate the contract.

#### **4 Terms of delivery**

- 4.1.** Unless otherwise agreed, deliveries shall be made in accordance with the dangerous goods regulations specified by the IATA (International Air Transport Association) and DDP (Incoterms 2010) to the location designated by SITA IPS GmbH and shall include all packaging and ancillary costs such as fuel surcharges, freight or customs charges. Upon request, the Supplier shall take back packaging material from SITA IPS GmbH. SITA IPS GmbH does not accept any reservation of title by the Supplier.
- 4.2.** The most favorable means of transport for SITA IPS GmbH shall be selected, unless specific transport regulations have been expressly agreed. The goods are to be packed in such a way that damage during transport is avoided.
- 4.3.** The respective goods or services supplied by the Supplier shall be accompanied by detailed documentation in accordance with current standards.
- 4.4.** If the Supplier provides goods or services not from Germany but from another country, it must provide SITA IPS GmbH with proof of origin without being requested to do so. Furthermore, in accordance with the relevant statutory provisions, the Supplier must state the country of origin on the product and/or its packaging.
- 4.5.** Each delivery shall be accompanied by a delivery note in duplicate. The delivery note shall bear the order, article and supplier numbers. If the Supplier does not indicate the order, article or supplier number, SITA IPS GmbH shall not be responsible for delays in processing.
- 4.6.** Before dispatch of the goods, SITA IPS GmbH must be informed in writing of the value, weight and the date of dispatch.
- 4.7.** Insofar as the supplier has to provide material samples, test reports, quality documents or other paperwork, the completeness of the delivery and service also requires the handing over of these documents.
- 4.8.** The Supplier guarantees the availability of spare parts for a period of at least 10 years

after the goods or service have been provided.

**4.9.** If the Supplier has assumed responsibility for installation or assembly and the parties have not agreed to the contrary, the Supplier shall bear all necessary ancillary costs (e.g. travel expenses) and provide the tools free of charge.

**4.10.** Partial deliveries or services are only permitted with the prior written consent from SITA IPS GmbH; in the case of permitted partial deliveries, these must be noted as such on the delivery documents. The same applies accordingly if the Supplier delivers too much or delivers the goods before the agreed date. If the Supplier culpably violates any of the above provisions of this clause, M SITA IPS GmbH shall be entitled to return the goods at the expense and risk of the Supplier or to store them with third parties.

## **5 Acceptance of the goods or service(s)**

**5.1.** In the case of a contract for products or services, SITA IPS GmbH will formally accept the services or goods within the agreed period of time; if no acceptance period has been agreed, SITA IPS GmbH will accept the goods or services within 30 working days.

**5.2.** Implicit acceptance, e.g. by SITA IPS GmbH putting the contractual goods into use, is excluded.

## **6 Service period**

**6.1.** The delivery dates stated in the order are fixed deadlines, unless expressly agreed otherwise.

**6.2.** The Supplier is obliged to inform SITA IPS GmbH immediately in writing if circumstances occur or become apparent which indicate that the agreed deadline cannot be met. The obligation to meet the originally agreed deadlines remains unaffected.

## **7 Delays**

**7.1.** Delays by the Supplier: If the contractually agreed times are exceeded, the Supplier will be in default without a reminder. The Supplier must inform SITA IPS GmbH in writing without delay if circumstances occur or are foreseeable which indicate that it will

not be able to meet the contractually agreed delivery time. If SITA IPS GmbH accepts a delayed delivery or service by the Supplier without reservation, this shall not constitute a waiver of any claims for damages, contractual penalties or other claims which SITA IPS GmbH may assert on account of the delayed delivery or service.

**7.2.** In the event of a delay by the Supplier, SITA IPS GmbH shall be entitled to the statutory claims. SITA IPS GmbH is entitled to claim damages instead of the goods or services and/or to withdraw from the contract.

**7.3.** In the event of delay on the part of the Supplier, SITA IPS GmbH shall be entitled to a contractual penalty of 0.1% of the net order value for each completed day of delay, but not more than 5% of the net order value. The contractual penalty can also be claimed after receipt of the goods or service until final payment, without the need for a reservation. The contractual penalty shall be set off against the total damages caused by delay. The Supplier shall be entitled to prove that no damage or considerably less damage has been caused by the delay.

**7.4.** Delay in acceptance: The occurrence of a delay in the acceptance of the goods or services on the part of SITA IPS GmbH shall initially be governed by the statutory provisions. Notwithstanding the foregoing, however, the Supplier must expressly offer its services to SITA IPS GmbH even if a specific or determinable calendar period has been agreed for an action or cooperation by SITA IPS GmbH (e.g. provision of material). If SITA IPS GmbH is in default of acceptance, the Supplier may demand compensation for its © SITA IPS GmbH V001-115IPSe - 1.0 - 20200508 confidential 3/ 6 General Terms and Conditions of Purchase for the Purchase of Goods by SITA IPS GmbH additional expenses in accordance with the statutory provisions (see Section 304 BGB [German Civil Code]). If the contract relates to an unacceptable item to be manufactured by the Supplier (custom-made product), the Supplier shall only be entitled to further rights if SITA IPS GmbH has undertaken to cooperate and is responsible for the failure to cooperate.

## **8 Transfer of risk**

**8.1.** The Supplier warrants that the goods comply with the submitted specifications, relevant standards and the current state of the art. Insofar as the Supplier is required to provide

quality certification, documentation, manuals or other paperwork, the completeness of the delivery and/or service requires the receipt of these documents.

- 8.2. The dimensions, weight and quantities of a delivery shall be determined by the information provided at the time of the incoming goods inspection.
- 8.3. The risk shall not pass to SITA IPS GmbH until the delivery is handed over. This also applies if SITA IPS GmbH has assumed the costs of shipment in individual cases on the basis of a separate contractual agreement or if the delivery is made "ex works".
- 8.4. In all other respects the transfer of the performance risk shall be governed by the statutory provisions, unless otherwise agreed.

## 9 Notification of defects

- 9.1. If the purchase is a commercial transaction for both parties, the following applies: SITA IPS GmbH will inspect the goods immediately upon receipt for any discrepancies in quantity, incorrect deliveries and externally visible damage. The inspection for compliance with the quantity and identity of the delivered goods shall be carried out at least on the basis of the delivery documents. Defects that cannot be detected in the course of this inspection shall be deemed hidden defects. The notification of defects is considered to be in time if it is sent to the Supplier within 15 calendar days of receipt of the goods or, in the case of hidden defects, of their discovery.
- 9.2. In the case of larger quantities, the examination of the goods by SITA IPS GmbH shall be limited to spot checks. Defects which are not discovered in this process are considered hidden defects.

## 10 Claims for defects

- 10.1. The Supplier warrants that the goods have the express characteristics or, if no characteristics have been agreed upon, that they are suitable for the contractually stipulated or otherwise customary use and have a quality which is customary for goods and services of this type and which SITA IPS GmbH can expect for such goods and services.

- 10.2. SITA IPS GmbH shall be entitled to the full statutory warranty claims. In particular, SITA IPS GmbH may, within the framework of rectification, at its own discretion, demand that the defect be remedied or that a defect-free item be delivered or that a new piece of work be produced.

- 10.3. If the Supplier fails to comply with its obligation to provide rectification within a reasonable period of time set by SITA IPS GmbH, SITA IPS GmbH may remedy the defect itself and demand from the Supplier reimbursement of the necessary expenses or a corresponding advance payment. If the rectification by the Supplier has failed or is unacceptable to SITA IPS GmbH (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; SITA IPS GmbH will inform the Supplier of such circumstances without delay, if possible in advance. In all other respects, the statutory provisions shall apply.

- 10.4. The Supplier warrants that no rights of third parties are infringed in connection with the goods or services. The Supplier shall indemnify SITA IPS GmbH against all justified claims asserted by third parties against SITA IPS GmbH on account of defects of title. The obligation to indemnify shall not apply if the Supplier is not responsible for the defect of title.

- 10.5. If specifications from SITA IPS GmbH in the description of the goods or services, in the associated drawings, technical specifications or other documents defining the goods and services can lead to the infringement of industrial property rights, the Supplier is obliged to inform SITA IPS GmbH of this in advance.

- 10.6. In the event of withdrawal, SITA IPS GmbH shall be entitled to continue to use the goods or services from the Supplier free of charge until a suitable replacement is obtained. In the event of withdrawal, the Supplier will bear the costs of installation, deinstallation, removal, return transport and disposal.

- 10.7. Contractual claims for defects are generally subject to a limitation period of 36 months. The limitation period begins in each case with the delivery of the goods. If the law prescribes longer limitation periods – e.g. in the case of Section 438 para. 1(1) BGB – these shall take precedence. Furthermore, claims arising from defects of title shall not be subject to time limitations under any

circumstances as long as a third party can still assert the right – in particular in the absence of a limitation period – against SITA IPS GmbH. The limitation regulations in this clause exclusively apply to contractual claims.

- 10.8.** Insofar as SITA IPS GmbH is also entitled to noncontractual claims on account of a defect, the regular statutory limitation period (see Sections 195, 199 BGB) shall apply to such claims, unless the application of the limitation periods mentioned above in Clause 9.7 leads to a longer limitation period in individual cases.

## **11 Product liability**

- 11.1.** If a customer or a third party asserts a claim for damages against SITA IPS GmbH due to a product defect, the Supplier is obliged to indemnify SITA IPS GmbH from such claims if and to the extent that the damage was caused by a product defect in the product © SITA IPS GmbH V001-115IPSe - 1.0 - 20200508 confidential 4/ 6 General Terms and Conditions of Purchase for the Purchase of Goods by SITA IPS GmbH delivered by the Supplier. In cases of fault-based liability, however, this only applies if the Supplier is at fault. Insofar as the cause of the damage lies within the Supplier's sphere of responsibility, the Supplier shall bear the burden of proof in this respect. In such cases, the Supplier shall bear all costs and expenses, including the costs of any appropriate legal action or recall campaign. SITA IPS GmbH will inform the Supplier of the nature and scope of the recall campaign, unless this is not appropriate for the Supplier. In addition, the statutory provisions shall apply.
- 11.2.** With regard to liability, statutory provisions shall apply.
- 11.3.** The Supplier undertakes to take out and maintain a company liability insurance policy and a product liability insurance policy with a cover sum of €5 million per person or material damage case. Upon request, the Supplier shall provide SITA IPS GmbH with written proof of this. Further claims by SITA IPS GmbH against the Supplier remain unaffected.

## **12 Waste disposal**

- 12.1.** Insofar as waste is produced in the course of the Supplier's performance of the contract,

the Supplier shall recycle or dispose of the waste at its own expense in accordance with the provisions of waste law, unless otherwise agreed in writing. Ownership, risk and the responsibility under waste law are assigned to the Supplier at the time the waste is generated.

## **13 Prices and invoicing**

- 13.1.** The prices stated in the order are binding and – including all discounts, surcharges, insurance, packaging, freight, customs, installation and instruction costs – fixed prices plus statutory value added tax. Should the parties agree otherwise, the following shall apply: The Supplier must ship the contractual items at the lowest possible cost, unless SITA IPS GmbH has specified a particular mode of transport to the Supplier. Additional costs due to non-compliance with shipping instructions shall be borne by the Supplier. The same applies to additional costs incurred due to an express delivery to meet a delivery date.
- 13.2.** Invoices to be issued in duplicate shall be sent to the invoice address stated in the order after fulfilment of the contract, separately for each order. Order numbers shall be indicated. All relevant invoicing documents must be enclosed, e.g. signed time sheets, proof of transport etc.
- 13.3.** Invoices for agreed partial services shall bear the note "partial service invoice", final invoices shall bear the note "remaining service invoice".
- 13.4.** General price increases up to the delivery time can only be imposed if they are provided for in the contract.

## **14 Terms of payment**

- 14.1.** Unless otherwise agreed, payments are due within 30 days with a 3% discount or within 60 days net.
- 14.2.** The payment period shall only commence when and insofar as the delivery or service has been completely and properly provided, the delivery date has been met and the proper invoice has been received. Insofar as the Supplier has to submit material tests, test reports, quality documents or other documents, the completeness of the delivery or service also presupposes the receipt of these documents.

- 14.3.** Discounts may also be deducted if SITA IPS GmbH offsets or withholds payments of an appropriate amount due to defects; the payment period shall begin after the defects have been completely rectified.
- 14.4.** Payments do not constitute recognition of the delivery or service as being in accordance with the contract.
- 14.5.** SITA IPS GmbH will only be in default if no payment is made in response to a reminder from the Supplier which was sent after the due date. The Supplier may demand a maximum default interest of 5% per annum above the base rate. SITA IPS GmbH shall not owe any interest from the due date.
- 14.6.** If advance payments have been contractually agreed, such advance payments shall not be due until SITA IPS GmbH has received a directly enforceable guarantee from the Supplier, which secures such advance payments and is due on first demand, from a major German bank, cooperative bank or public savings bank for the sum of the advance payment.

**15 Offsetting/ retention rights/ assignment/ insolvency**

- 15.1.** SITA IPS GmbH is entitled to offset all due and enforceable claims that a company in the SITA Group has against the Supplier against claims arising from the individual orders. Upon request of the Supplier, SITA IPS GmbH will inform the Supplier which companies belong to the SITA Group.
- 15.2.** Assignments as well as other transfers of rights and obligations of the Supplier outside the scope of application of Section 354 a) HGB (German Commercial Code) are excluded.
- 15.3.** Insolvency of the Supplier: If the Supplier ceases payments, if a provisional insolvency administrator is appointed or if insolvency proceedings are applied for, opened or rejected due to lack of assets, SITA IPS GmbH shall be entitled to withdraw from the contract in whole or in part or to terminate the contract. In this case, SITA IPS GmbH may use the equipment supplied for the continuation of the work or previously made deliveries or services from the Supplier against payment of the agreed remuneration. If no remuneration has been agreed, SITA IPS GmbH shall owe a reasonable remuneration.

**16 Rights of use and industrial property rights**

- 16.1.** The Supplier grants SITA IPS GmbH a non-exclusive, unlimited, freely transferable, sublicensable, worldwide and irrevocable right of use of the service or supplied goods for the purpose of manufacturing (including integration into other products, quality assurance, data management, etc.), using and selling SITA IPS GmbH products.
- 16.2.** Insofar as the goods or services or the documentation have been created and paid for on behalf of SITA IPS GmbH, the Supplier grants SITA IPS GmbH the exclusive, unlimited, freely transferable, sublicensable, worldwide and irrevocable right of use of the goods and results of the services arising from this contract and the accompanying documentation. The rights of use referred to in 15.1. sentences 1 and 2 shall also entitle SITA IPS GmbH to make changes to the subject matter of the contract and shall also include illustrations, drawings, specifications, data sheets, calculations, methods of analysis, formulations or other works produced or developed by the Supplier in the course of the production of the subject matter of this contract.
- 16.3.** The Supplier must inform SITA IPS GmbH in good time – at the latest upon conclusion of the contract – whether the subject matter of the contract contains “open source software” and provide the following information in this respect:
- source code of the software, insofar as the licence conditions of the author of this software provide for this;
  - a list of all open source files used, with reference to the respective applicable license together with a copy of the complete license text,
  - written declaration that through the intended use of the open-source software neither the products nor the services from the Supplier nor SITA IPS GmbH products are subject to a Copyleft effect. Copyleft in this context means that the open source conditions stipulate that certain products and services from the Supplier as well as works derived therefrom may only be redistributed under the stipulations of the open source license conditions, e.g. by disclosing the source code.

- If the Supplier informs SITA IPS GmbH only after conclusion of the contract or if SITA IPS GmbH only becomes aware at a later date that the Supplier's goods and services contain "open-source software", SITA IPS GmbH may rescind the contract within 14 days of receipt of the information. In addition, the statutory provisions shall apply.

**16.4.** The Supplier guarantees that the rights of third parties do not conflict with these provisions and in this respect releases SITA IPS GmbH from all justified claims. Statutory claims shall remain unaffected.

## **17 Retention of title / provision / tools**

**17.1.** If SITA IPS GmbH provides parts to the Supplier, SITA IPS GmbH reserves the right of ownership of these parts. Processing or transformation by the Supplier will be carried out for SITA IPS GmbH. If the reserved goods are processed with other items not belonging to SITA IPS GmbH, SITA IPS GmbH will acquire co-ownership of the new item in the ratio of the value of their proprietary item (purchase price plus VAT) to the other processed items at the time of processing.

**17.2.** If the item provided by SITA IPS GmbH is inseparably mixed with other items not belonging to SITA IPS GmbH, SITA IPS GmbH will acquire co-ownership of the new item in the ratio of the value of their proprietary item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Contractor's item is to be regarded as the main item, it is agreed that the Contractor shall transfer proportional co-ownership to SITA IPS GmbH; the Contractor shall keep the sole ownership or co-ownership for SITA IPS GmbH.

**17.3.** Insofar as the Supplier is contractually obliged to manufacture tools, the tools shall become the property of SITA IPS GmbH upon completion and payment of the manufacturing costs. If the tools for the production of parts remain with the Supplier, the handover of the tools will be replaced by the fact that the Supplier holds the tools for SITA IPS GmbH and SITA IPS GmbH obtains indirect ownership. The tools are handed over to the Supplier by SITA IPS GmbH for production purposes only. SITA IPS GmbH is entitled to demand the return of the tools from the Supplier at any time. In

addition, the provisions set forth in paragraph 4 above shall apply.

**17.4.** SITA IPS GmbH retains title to the tools made available to the Supplier. The Supplier is obliged to use the tools exclusively for the production of the goods ordered by SITA IPS GmbH. In addition, the Supplier is obliged to take out a property insurance for the tools belonging to SITA IPS GmbH at replacement value, which includes an all-risk cover. At the same time, the supplier hereby assigns to SITA IPS GmbH all claims for compensation under this insurance; SITA IPS GmbH accepts the assignment. The Supplier shall be obliged to carry out any necessary maintenance and inspection work on SITA IPS GmbH tools as well as all other maintenance and repair work at its own expense and in good time. The Supplier shall notify SITA IPS GmbH immediately of any malfunctions; if they culpably fail to do so, claims for damages shall remain unaffected.

**17.5.** To the extent that the security interests to which SITA IPS GmbH is entitled pursuant to paragraph 1 and/or paragraph 2 exceed the purchase price of all reserved goods not yet paid for by SITA IPS GmbH by more than 10%, SITA IPS GmbH shall be obliged to release the security interests at SITA IPS GmbH disposal upon request of the Supplier.

**17.6.** All documents handed over by SITA IPS GmbH will remain the property of SITA IPS GmbH. The documents handed over by SITA IPS GmbH may not be copied or used commercially without prior written consent. They may not be made accessible to third parties and © SITA IPS GmbH V001-115IPSe - 1.0 - 20200508 confidential 6/ 6 General Terms and Conditions of Purchase for the Purchase of Goods by SITA IPS GmbH must be returned to SITA IPS GmbH completely, unsolicited and without delay after execution of the contract. Special experts and sub-contractors engaged by the Supplier shall not be deemed to be third parties if they have undertaken to maintain secrecy vis-à-vis the Supplier in the same manner. The Supplier shall be liable for all damages incurred by SITA IPS GmbH as a result of the breach of this obligation, unless the Supplier is not responsible for this.

## **18 Export control regulations**

**18.1.** Upon request, the Supplier shall provide SITA IPS GmbH free of charge with a long-

term supplier's declaration, a certificate of origin or any other documents required by the customs authorities or any other authority. The Supplier shall indicate the European customs tariff numbers (HS codes) in its order confirmations, delivery notes and invoices.

**18.2.** The Supplier shall comply with all requirements of the applicable national and international foreign trade laws. The Supplier undertakes to inform SITA IPS GmbH in good time in text form (in written form including email, fax, SMS text message), stating the respective export list number, if the contractual items are included in the appendices of the EU Dual-Use Regulation (EU Regulation No. 428/2009), the German export list or the US export list or are subject to US re-export regulations.

**18.3.** Upon request by SITA IPS GmbH, the Supplier shall provide SITA IPS GmbH, free of charge, with the technical parameters, preferential origin, mode of operation and material compositions required for checking the entry in the export lists.

**18.4.** If the Supplier culpably violates any of the above provisions of this Clause 17, it shall compensate SITA IPS GmbH for all damages, expenses and costs arising therefrom.

## **19 Non-disclosure and data protection**

**19.1.** The Supplier is obliged to treat all information received in the course of the execution of this contract as confidential without restriction. The Supplier must also impose this obligation on all persons entrusted by them with the execution of the contract. The above provisions shall not apply to information which was already known to the Supplier at the time of receipt of the information or to knowledge that was otherwise obtained (e.g. from third parties without reservation of confidentiality or through their own independent efforts).

**19.2.** The Supplier is obliged to observe the statutory provisions on data protection. The Supplier must also impose this obligation on all persons entrusted by them with the execution of the contract.

**19.3.** The Supplier expressly agrees that its data related to the contract, in particular the name, business address, telephone number, e-mail address of employees and subcontractors, may be processed, used

and transmitted to companies affiliated with SITA IPS GmbH in internal systems for the purpose of implementing the business relationship between SITA IPS GmbH and its subcontractors. The Supplier can revoke this consent at any time.

**19.4.** The Supplier is entitled to use contractual items that have been manufactured according to documents designed by SITA IPS GmbH (e.g. drawings, models) or according to confidential information provided by SITA IPS GmbH or with tools manufactured by SITA IPS GmbH itself or with copied tools, solely for SITA IPS GmbH; the Supplier may neither offer nor deliver them to third parties.

## **20 Publication / advertising**

**20.1.** An evaluation or disclosure of the business relationship existing with SITA IPS GmbH in publications or for advertising purposes is only permitted with the express prior written consent of SITA IPS GmbH.

## **21 Miscellaneous**

**21.1.** The place of performance for the respective service or supply of goods is the place of delivery indicated by SITA IPS GmbH. For payments the registered headquarters of SITA IPS GmbH is agreed as the place of performance.

**21.2.** The contractual relationship shall be governed by German law with the exception of the Conflict of Law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Customary commercial clauses shall be interpreted in accordance with the respective Incoterms.

**21.3.** Amendments or supplements to these General Terms and Conditions of Purchase, including amendments to the written form requirement, must be made in writing. The same shall apply to legally relevant declarations and notifications which the Supplier makes to SITA IPS GmbH after conclusion of the contract (e.g. setting of a deadline, reminder, declaration of withdrawal). With the exception of the provisions in Clause 2 of these GTCP, the following shall apply: The sending or receiving of e-mails is not sufficient for compliance with the written form requirement.



- 21.4.** Insofar as the Supplier is a merchant in the sense of the German Commercial Code, a legal entity under public law or a special fund under public law, Dortmund shall be the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. In addition, SITA IPS GmbH is entitled, at its own discretion, to sue the Supplier at the court of its registered office or branch office or at the court of jurisdiction of the place of performance.