

## General Terms and Conditions for Fulfillment Services

DUVENBECK as contractor  
(Status: 19.12.2023)

### **1. Validity**

1.1. The General Terms and Conditions (hereinafter referred to as "GTC") are the fundamental basis on which the Contractor provides the fulfillment services to the Client.

1.2. These GTC apply to all fulfillment services provided by the Duvemberck Group and affiliated companies (all hereinafter referred to as "Contractor") in the business context of fulfillment services of contracting companies or entrepreneurs (hereinafter referred to as "Client").

1.3. The Client is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), i.e. a sole proprietor, a commercial partnership with legal capacity or a legal entity that wants to order fulfillment services from the Contractor for goods in its legal possession or custody.

1.4. By entering into the business relationship, the parties warrant and represent that they will each comply with all applicable laws, rules and regulations relating to the respective service.

1.5. The legal relationship between the Contractor and the Client shall be governed by these General Terms and Conditions. They shall apply solely and form an integral part of the contractual relationship; terms and conditions that conflict with or deviate from these General Terms and Conditions shall not apply unless the Contractor has explicitly agreed to their validity. They shall also apply if the Contractor accepts the Client's terms and conditions without any reservations in the knowledge that they conflict with or deviate from these terms and conditions.

1.6. Furthermore, they shall also apply to future orders until the validity of new general terms and conditions, even if no separate reference is made to them in individual cases.

1.7. The following terms and conditions shall apply unless otherwise agreed in writing in the contract or in the Contractor's offer.

1.8. The Contractor's agreed offer, on the basis of which the order is placed, shall in any case become an integral part of the contractual relationship between the parties.

1.9. The offer provided by the contractor is valid for the period specified in the respective offer. After expiry of the validity period, the contractor reserves the right to recalculate and renegotiate.

### **2. Scope of services and process changes**

2.1. The fulfillment services shall be provided by the Contractor exclusively in accordance with the offer, the contract and these GTC.

2.2. Any additional services have to be agreed separately between the parties and remunerated individually.

2.3. The Contractor shall perform its services on the basis of the applicable ISO standards. These are an integral part of the contractual relationship and are continuously adapted to the applicable laws and standards as well as the current state of the art. The client is regularly informed about updates in so-called process workshops.

2.4. Contracts of the client with third parties (e.g. purchase contracts) or their execution are not part of the contract.

2.5. The services to be provided by the Contractor as well as the agreed quantity and structural framework will be noted in the agreed offer and form the basis of mandatory planning. Non-binding planned quantities will not be accepted.

2.6. Any special or discount campaigns of the Client deviating from the planned quantity structure must be notified in writing at least 3 weeks before the planned deliveries and shall be remunerated separately according to costs. In the event of non-notification, clause 2.11. shall apply.

2.7. Permanent changes to the agreed quantity structure beyond the usual fluctuations and other changes shall lead to a reassessment of prices, processes and resources by the Contractor.

2.8. In order to ensure the quality and efficiency of the service, the Contractor may, depending on the nature of the goods, engage its affiliated companies, the respective forwarding agents and other third parties at the Client's expense without prior notification of the Client.

2.9. Both parties are aware that certain additional services may be required in connection with the Services. In such a case, the parties shall jointly negotiate the terms and costs for these services.

2.10. Any investment costs will be paid in full by the client over the term of the contract or can alternatively be paid before the start of the service.

2.11. In the agreed offer, the maximum number of storage spaces for order processing is agreed. If this number is reached, the Contractor has the option either of refusing or, if the goods are accepted, of invoicing the Client for the additional storage spaces required after prior agreement (in writing or text form). The cost rates

shall be agreed in writing by the parties in advance. In the event of refusal of acceptance of the goods, the client shall not be entitled to claim compensation, provided that this does not conflict with any mandatory statutory provisions.

2.12. Process changes that are expressly ordered in writing by the Client shall be carried out by the Contractor, provided that these changes are reasonable. If this is the case and if they can be implemented within the required time, the Client shall be obliged to pay the higher costs from the time the process change is implemented. The assertion of higher costs by the Contractor shall also apply in the case of so-called creeping process changes that were not agreed at the time the contract was concluded (e.g. different deliveries or different containers, additional necessary activities). The Contractor shall not be obliged to pay compensation for requested process changes that are either unreasonable or were not announced in good time.

2.13. An obligation to perform the service shall only exist if an effective and complete notification or order has been received in the Contractor's merchandise management system.

### **3. Requirements of the goods**

3.1. The goods are delivered duty paid to the contractor by the client or a third party on his behalf.

3.2. The information on the goods must be truthfully declared by the Client to the Contractor and customs, whereby the Client guarantees the authenticity, correctness and completeness of the declared information.

3.3. The goods shall comply with all laws and regulations applicable at the place of delivery, dispatch,

destination and transit ports as well as the regulations of the relevant associations and organizations.

3.4. The goods shall be properly packed according to their characteristics to ensure that the packaging has the appropriate qualities such as pressure resistance, impact resistance, moisture resistance, leakage resistance, rust resistance, toxic resistance and damage resistance, which comply with the packaging specifications of the relevant carrier for the goods and the requirements of the laws and regulations regarding transportation packaging applicable at the place of delivery to the Contractor, shipment, destination and transit countries. The labels on the packaging and the external marking of the goods must be standardized, identifiable and scannable.

3.5. The goods shall not contain any goods whose transportation is prohibited or restricted, including but not limited to pharmaceuticals, animals, cash, anonymous negotiable instruments, expensive metals and minerals, firearms, ammunition, corpses, pornographic items, illegal narcotics or drugs, dangerous items, items glorifying violence, prohibited items and items whose importation is prohibited by local customs.

3.6. The goods shall comply with the relevant product quality standards and all product specifications and shall not be defective in design, sample or material.

3.7. The Goods shall have all necessary certifications and test reports required by applicable laws and regulations of the Fulfillment Service.

3.8. Any intellectual property rights embodied or contained in the Goods shall not and will not infringe any intellectual property or industrial property rights of any third party, including but not limited to copyrights, licenses, trademarks, service marks, patents, patent

applications, trade dress, trade names, trade secrets or other proprietary rights of any third party. This also includes counterfeit or unlicensed copies of products (brand piracy). The client is responsible for ensuring that there are no legal or official obstacles to the processing of the order.

3.9. The Contractor is authorized to inspect the goods at its own discretion. If the information provided by the Client regarding the goods does not match the result of the inspection, the Contractor is entitled to change the goods information in the system based on the results without prior notification of the Client, to reclaim the difference in costs and to invoice the additional expenses as well as any resulting damages and losses.

#### **4. Storage of hazardous goods**

4.1. The Client is obliged to inform the Contractor in particular if the following goods are to become the subject of the contract:

- Goods that are flammable, explosive, radiant, prone to spontaneous combustion, toxic, corrosive or malodorous, or any goods that could be detrimental to the warehouse and/or other stored goods and/or persons;
- Goods that are subject to rapid spoilage or decay;
- Goods which - such as foodstuffs - are likely to attract vermin;
- items of exceptional value, such as precious metals, jewels, precious stones, money, stamps, coins, securities of any kind, documents, certificates, data carriers, works of art, genuine carpets, antiques, collectors' items;
- living animals and plants;
- Goods that must be stored and handled under special conditions (e.g. humidity, temperature, etc.).

4.2. The storage of the aforementioned goods is only allowed with the consent of the Contractor; the Contractor is not obliged to grant such consent. Any damage caused by failure to comply with the obligation to notify has to be compensated by the client. Should the Contractor grant consent, the additional costs incurred as a result (such as higher insurance premiums or special handling) shall be paid by the Client.

## **5. Obligations of the parties**

5.1. The parties agree that the Contractor can only provide the fulfillment services if both parties comply with the agreed obligations.

5.2. In particular, the parties shall provide each other with the instructions and information required for the performance of the individual services and shall make the necessary decisions or issue the instructions required for the provision of the services in response to inquiries or requests for instructions. Notwithstanding the foregoing, the Contractor shall perform the contractual services independently and on its own responsibility.

5.3. In particular, the Client shall inform the Contractor in good time of all deviations from the usual processes affecting the Contractor. This also expressly applies to special features with regard to the goods to be stored and shipped, as well as their packaging, storability and labeling.

## **6. Obligations of the Client**

6.1. The individual orders shall be placed in a timely, complete and unambiguous manner via the Client's e-commerce system in the Contractor's warehouse management system.

6.2. The Contractor assumes no responsibility for incorrect transmission by the Client's e-commerce system. The service shall be performed on the basis of the data transmitted by the Client's e-commerce system.

6.3. The Contractor shall be entitled, but not obliged, to check the details of the transmitted individual order. Individual orders may be rejected for good cause. Important reasons are in particular capacity bottlenecks, doubts about the correctness of the order and non-compliance with the notification period for special promotions.

6.4. The Client warrants that the goods will at all times comply with the requirements set out in Clause 3 and accepts sole responsibility arising from or in connection with non-compliance with this Clause.

6.5. The Customer shall be responsible for compliance with all obligations under public law, e.g. customs law, foreign trade law (in particular embargoes relating to goods, persons or countries) and security law.

6.6. All costs incurred prior to receipt of the goods by the Contractor, including but not limited to freight costs and customs clearance fees, shall be paid by the Client. Failure to pay the aforementioned costs may result in rejection of the goods by the Contractor, which shall be deemed to be the sole fault of the Client.

6.7. The selection of the respective freight forwarder by the customer shall be deemed as consent to the acceptance of the transportation requirements and restrictions of the respective freight forwarder. These may include, in particular, the Freight Forwarder's specific conditions of carriage. In the event of contradictions between the Conditions of Carriage, these GTC and the contract, the Conditions of Carriage shall apply. Orders must be in accordance with the

conditions of carriage of the freight forwarder chosen by the client. The Client shall compensate the Contractor for the costs incurred by using the services of the respective carrier.

6.8. For items that are subject to a legal age restriction, the Client declares that it has set up reliable control mechanisms that meet the judicial requirements for a two-stage age verification procedure. In this case, the age and identity of the end customer will be checked by the client during the ordering process.

6.9. The Client warrants that the items are not subject to any prohibition on mixed loading or storage, and that the items and packaging do not pose any risk to the environment, people or other property, even in the event of damage.

6.10. The Client is obliged to inform the Contractor in a timely manner of all significant factors known to it which influence the processing of the order and which are attributable to the Client's area of risk. In particular, he is obliged to fulfill the following special obligations to cooperate:

- Forecast preparation, both with regard to the long-term and short-term forecast, preparation of accurate quantity and structural data,
- Notification of all deliveries by EDI prior to receipt of goods in accordance with the offer,
- In the event of a changeover to EDI and IT-supported processing, cooperation in IT linking and electronic data exchange as a whole,
- Timely submission of necessary product lists with additional information such as necessary master data,
- Transmission by the start of the service and updating of a complete list of abbreviations and terms of technical, in particular IT terms or abbreviations for the client's company,
- Granting of instruction rights or powers of attorney, insofar as necessary for the handling of logistics, for

example to carriers commissioned by the client within the scope of the agreed activities,

- Handover of the goods in the agreed packing condition,
- Provision of materials in accordance with the offer,
- the provision of products, materials and equipment, if agreed, in a technically flawless condition and in accordance with the contract, as well as the maintenance of the equipment;
- to inform the Contractor about specific features of the goods and processes and associated statutory, official or trade association requirements and
- where necessary - to train its employees;
- if necessary, to develop and update specifications, process and material descriptions (production instructions, designs and plans) and to check the contractor's compliance with them;
- to inform the contractor of special requirements for fire protection, safety and other technical requirements (temperature, humidity, odor);
- at the Contractor's request, to provide at an early stage all information that is recognizably necessary and attributable to the Contractor's area of risk and that is necessary for the Contractor's planning.

6.11. Prior to the start of the contract, the Client is obliged to provide the Contractor with all relevant registration numbers and evidence relating to the goods or services, such as LUCID number, proof of system participation, EAR register number, automatically but not conclusively.

6.12. Without prejudice to all other legal consequences, the Contractor shall in any case be entitled to reimbursement of all additional expenses incurred by the Contractor as a result of the Client's failure to properly fulfill its obligations to cooperate, provided that the Contractor has requested the Client in writing to fulfill its obligation to cooperate and the Client has not complied with this within a reasonable period of time.

6.13. Insofar as the described acts of cooperation are missing or the results prove to be incorrect or inapplicable or insufficient, the Contractor is obliged to give notice of obstruction and, in the event of imminent danger - this also includes significant cost increases - is entitled and obliged to provide, supplement or correct the cooperation for the Client itself, insofar as possible.

6.14. If applicable, further specific performance and cooperation obligations of the Client are described in more detail in the respective annexes as part of the individual services.

## **7. Obligations of the Contractor**

7.1. The Contractor shall be obliged to provide its services in accordance with the Client's specifications. He is entitled, but not obliged, to check these specifications.

7.2. In the event of known violations of Section 3, the Contractor shall refuse to receive the goods, inform the Client and make the goods available for collection. The costs incurred as a result shall be borne by the client. If the items are not collected despite repeated requests and the setting of a deadline, the goods shall be disposed of at the expense of the client.

7.3. If the Contractor performs the logistics services within the Client's operational organization or at a third party on the Client's instructions (e.g. shelf service), it must follow the instructions of the Client or the third party with regard to operational safety.

7.4. The Contractor is obliged to notify the Client immediately of any objections or irregularities that have arisen during the execution of the contract and to obtain corresponding instructions.

7.5. Obligations to provide information that go beyond the law, e.g. on measures to be taken by the Contractor in the event of disruptions, in particular imminent delays, damage to the goods or other disruptions, require an explicit agreement.

7.6. The Contractor shall assume responsibility for the management of the goods during the period from receipt of the goods until they are handed over to the third party designated by the Client. If the Client or the designated recipient discovers any deterioration or damage to the goods, the Contractor must be notified within seven (7) working days. In the event of an emergency that jeopardizes the safety of the warehouse or other goods, the Contractor may take timely measures to prevent further damage.

## **8. Quality and Warranty**

8.1. In general there are no claims for material defects and warranty claims against the Contractor within the scope of the fulfillment services.

8.2. Should this nevertheless be the case in view of the service, the claims shall be determined in accordance with the applicable statutory provisions.

8.3. The Contractor does not provide any guarantees.

8.4. If the service provided is defective, the Client shall be entitled to subsequent performance. The Contractor shall in any case be entitled to choose between rectification of the defect and new delivery/new performance. If the supplementary performance does not lead to the contractually owed success, the client is entitled to a second supplementary performance. There shall be no further claims for subsequent performance.

8.5. The Contractor shall only provide a warranty insofar as it concerns a deviation from the contractually agreed service, insofar as this is legally permissible.

8.6. The above shall not apply in the event of fraudulent, grossly negligent or intentional acts on the part of the Contractor or injury to life, limb or health or in the event of liability under a mandatory statutory basis for liability.

8.7. Notification of defects must always be made in writing. § Section 305 b BGB remains unaffected.

## **9. Acceptance, Notification of defects and default**

9.1. Insofar as acceptance of the service is to be carried out by the client, this can be carried out by putting the goods into use, resale or further processing of the goods, delivery and handover to the client or to third parties named by the client. If the services are not capable of acceptance, completion shall take the place of acceptance.

9.2. The client is obliged to report obvious defects upon acceptance. The notification must be made in text form. Timely dispatch shall suffice to keep the deadline.

9.3. If the client fails to notify the contractor, the service shall be deemed to be in accordance with the contract, unless the contractor has fraudulently concealed the defect.

9.4. Claims due to the exceeding of performance deadlines shall lapse if these are not notified to the Contractor within 21 days of performance.

## **10. Remuneration**

10.1. The Contractor shall receive remuneration for the services to be provided by it on the basis of the

agreements made in the respective offer. Additional services shall be invoiced by the Contractor in accordance with the offer. The agreed prices are in euro, plus VAT. This will be separately shown in the legally prescribed amount. The basis of calculation shall be specified in the offer.

10.2. Overall, the agreements on prices and services always refer only to the services listed by name and to an essentially unchanged order volume. They assume unchanged data processing requirements, quality agreements and procedural instructions on the one hand and unchanged energy and personnel costs and public charges on the other. The Contractor is entitled to adjust these costs unilaterally, unless otherwise stipulated in the contract.

10.3. Should the costs of the selected transportation service providers/forwarders increase or decrease, the Contractor shall notify the Client of these changes and adjust the costs accordingly.

10.4. Other unavoidable, extraordinary cost increases that occur shall lead to a claim for adjustment by the Contractor with regard to the cost factors affected in the initial or updated cost structure. Extraordinary cost increases are in particular, but not exclusively, those resulting from fiscal or statutory measures.

10.5. In principle, working hours shall be from Monday to Friday. All deviating activities on Saturdays, Sundays and public holidays as well as other deviating activities shall be invoiced in addition to the statutory surcharges customary in the respective countries, which are stated in the agreed offer. Deviating activities are to be commissioned separately by the client and should not be carried out before the client has submitted an order.

## 11. Invoicing, due date, payment

11.1. The Client is obliged to pay the amount invoiced by the Contractor within 30 days of the invoice date without deduction.

11.2. If partial amounts have been disputed with a specific explanation or if they are demonstrably unclear, the above due date shall apply accordingly to the remaining part.

11.3. The client shall be in default of payment if payments are not made after the due date without the need for a reminder.

11.4. Interest shall be charged on claims in arrears from the date of default.

11.5. In addition to the default, a default fee of € 40 shall be due.

11.6. If the Client fails to make payment on time, the Contractor shall also be entitled to take the following steps

- retain the goods and exercise its lien on them;
- adjust the invoicing method;
- request the Client to provide a sufficient bank guarantee;
- suspend all or part of the services to the client.

11.7. In the event of repeated default of payment of at least two times, the Contractor shall be entitled to perform future services only against advance payment.

## 12. Liability

12.1. The statutory provisions shall apply to liability as a whole, unless expressly regulated otherwise in the following or in the contract, in particular with regard to

the limitations of liability of the contractor and insofar as this does not conflict with mandatory law, e.g. the CMR.

12.2. Notwithstanding the statutory provisions, the contracting parties agree on the contractually stipulated limitations of liability for all cases of damage.

12.3. In the event of inventory differences, a percentage value of the stock value is contractually agreed as a permissible deviation.

12.4. In principle, the Contractor shall be liable without limitation for damage caused intentionally or through gross negligence. Likewise for damages resulting from injury to life, body or health, its legal representatives or vicarious agents as well as for damages resulting from the absence of a guaranteed quality or fraudulently concealed defects.

12.5. In addition, unless otherwise stipulated in the contract or offer, the liability limits of the ADSp 2017 in its current version shall apply, insofar as these do not contradict the provisions of these GTC. In international air freight the limitations of the Montreal Convention apply.

12.6. Insofar as the Contractor's liability is excluded or limited, this shall also apply to any personal liability of employees, representatives or vicarious agents of the Contractor.

12.7. The Contractor's liability for damage to goods shall be limited per item to a maximum of the Client's applicable purchasing price, otherwise to the fair market value of goods of the same type and quality. The above limitation does not relieve the Client from the obligation to provide specific proof of the damage, which must always be provided by the Client in accordance with the statutory provisions. The same applies to damage to

goods in delivery and empty containers less the current value at the time of the damage event.

12.8. The agreed exclusions and limitations of liability shall also apply to non-contractual claims against the Contractor and its vicarious agents.

12.9. The Contractor shall only be liable in the event that it is responsible for the damage caused by it, unless this is contrary to mandatory law.

12.10. The Contractor shall not be liable for indirect damages, consequential costs and loss of profit.

12.11. The Client shall indemnify the Contractor and its vicarious agents against all claims by third parties, including its insurer and other costs under the Product Liability Act and other regulations protecting third parties, unless

- the Contractor or its vicarious agents have caused the third party's claim through gross negligence or intent;
- the Client has insured its liability risk under the Product Liability Act with a deductible and has expressly agreed with the Contractor to reimburse this deductible to the Client in the event of a claim.

12.12. In the event of damage or differences in quantity, the Contractor shall notify the Client immediately and inform it of the nature, extent and cause of the damage.

12.13. The transfer of risk begins with the unloading of the truck and ends with the handover of the goods to the third party named by the client.

12.14. If the shipment is delayed due to the Contractor exercising the Contractor's right of retention as a result of the Client's default in payment in whole or in part or for any other reason for which the Client is responsible, the risk shall pass to the Client at the latest from the date

of dispatch of the notification of readiness for shipment and/or performance to the Client.

12.15. The Contractor shall bear the inventory responsibility for the parts in the warehouse to the extent that it checks the incoming goods with regard to obvious damage to the packaging that is readily visible from the outside and completeness of the delivered units at package level (e.g. number of pallets, containers, packages). A receipt issued to the delivering carriers or suppliers for the receipt of the goods relates solely to the number of units delivered and in no way confirms the completeness or integrity of the contents of the units. No further evaluation is required.

12.16. The Contractor shall not be liable for goods delivered too late or not at all if this is outside its control. Proven additional expenses incurred as a result shall be charged to the Client.

12.17. The Contractor is not obliged to check the suitability of the selected packaging for transportation. The Contractor shall not be liable for defective packaging unless the Client has expressly notified the Contractor in writing of special packaging requirements.

12.18. The Client shall be solely liable for the correctness and completeness of the data provided by it for the shipment of the goods and shall indemnify, hold harmless and defend the Contractor against all third-party claims asserted on the basis of incorrect and/or incomplete information and the associated transportation. The Client shall also indemnify the Contractor against all third-party claims if the recipient refuses to accept and/or deliver the consignment, if the recipient cannot be found or if the consignment has been incorrectly and incompletely designated.

12.19. If the Contractor is unable to deliver the goods to the addressee in accordance with the general

transportation regulations or with the general transportation regulations of the contracted company, the Contractor is entitled, at its own discretion, to dispose of the parcel at the Client's expense or to have it returned, charging all costs, duties and fees (including any additional customs clearance costs incurred).

12.20. Insofar as services are provided by the Contractor or by simple vicarious agents which are not covered by the agreed services, any liability shall be based on gross negligence; any liability for consequential damage to goods and financial loss shall be excluded in this respect. This shall not apply if actual liability insurance cover exists or if the parties agree a different liability provision.

12.21. The Client shall defend and indemnify the Contractor against losses, including but not limited to fines, legal proceedings, closure of the warehouse or personal losses, suffered by the Contractor due to the quality, certification, taxation or infringement of intellectual property rights of the Client's goods.

12.22. The Client shall indemnify the Contractor for all losses arising out of or in connection with any failure to comply with the Client's obligations to cooperate or assurances given.

12.23. The Contractor shall use its best endeavors to continue to provide the service in the event of a system failure, loss of data, error or delay.

12.24. In the event of destruction or loss of the goods by the respective freight forwarder, the Contractor shall, depending on the contractual agreement, assert the claim against the respective freight forwarder on behalf of the Client. In such cases, liability is governed by the respective provisions of the selected freight forwarder in accordance with Section 6.7.

### **13. Insurance**

13.1. The Contractor shall cover liability insurance for contractual transport activities (transport liability insurance) and public liability insurance for the business premises risk to an appropriate extent and shall provide the Client with evidence of the existence of the insurance cover on request.

13.2. The Contractor shall not insure the goods.

13.3. The Client shall itself insure the entire stock of goods against natural hazards by way of goods insurance. At the request of the Contractor, the Client shall provide evidence of the conclusion of the insurance.

### **14. Indemnification claim of the contractor**

14.1. The Contractor shall be entitled to reimbursement of expenses which it may consider necessary in the interests of the Client under the circumstances and for which it is not responsible.

14.2. Upon request, the Customer shall indemnify the Contractor against expenses such as maintenance, repair, servicing and disposal costs, customs duties, taxes, fees and other charges imposed on the Contractor, in particular as the person authorized to dispose of the goods or as the owner of third-party goods, if the Contractor is not responsible for them.

### **15. Termination and Investment Costs**

15.1. The term and termination options are governed by the provisions of the contract.

15.2. Both parties have the right of extraordinary termination for good cause. Extraordinary termination is only possible in writing and after two written reminders

and an unsuccessful grace period of 30 days in each case.

15.3. Reasons for extraordinary termination by the Contractor include, but are not limited to

- Repeated default of payment at least twice in succession, whereby unauthorized partial payments shall be counted as default of payment,
- hindrance in the fulfillment of the contract, or
- material breach of statutory provisions.

15.4. Furthermore, the parties may terminate the contract extraordinarily without notice if insolvency proceedings are dismissed for lack of assets or if enforcement measures are taken or threatened against significant parts of the other party's assets.

15.5. The Client shall be obliged to pay the Contractor any unpaid investment costs in the event of premature termination.

15.6. In principle any termination must be in writing.

## **16. Right of transfer, prohibition of set-off and assignment, right of retention and lien, retention of title**

16.1. The rights and obligations arising from the contractual relationship may be transferred by the Contractor to an affiliated subsidiary, sister company or parent company. This also applies to the universal succession of the contractual partners.

16.2. With regard to the Contractor's claims, offsetting, retention and other refusals of performance by the Client against monetary claims of the Contractor are only permitted in the case of undisputed or legally established counterclaims of the Client. Offsetting the Contractor's remuneration against claims disputed by the Client is prohibited insofar as there are no contrary

mandatory provisions. § Section 215 BGB remains unaffected by this.

16.3. If the Contractor has to transfer ownership of objects to the Client when providing the services, these shall remain the property of the Contractor until all claims to which it is entitled against the Client under the contract have been settled.

16.4. The Contractor shall have a right of lien and a right of retention on the goods under its control in respect of all undisputed or legally established due claims to which it is entitled under this contract.

16.5. The Client shall only be entitled to prohibit the exercise of the right of lien and retention if it grants an equivalent means of security to the Contractor with regard to its receivables (e.g. directly enforceable bank guarantee).

16.6. The Contractor shall have the right to sell the goods in a public or private sale at least ten working days after delivery of a written notice to the Client.

16.7. The Client shall be liable for all costs and charges incurred by the Contractor as a result of the lien and the sale of the goods in pledge.

## **17. Non-Exclusivity**

The contract is made between the parties on a non-exclusive basis. The Contractor shall be free to obtain goods from companies other than the Client.

## **18. Reference**

The Contractor is entitled to list the Client's company and logo as well as a brief description of the project in reference lists and to publish and disseminate these on the Internet, in print media, at presentations or

otherwise for factual information. Any further use must be agreed with the client in writing in advance.

## 19. Right of access

The Client shall be entitled, after timely notification, to inspect and remove goods from the Contractor's stock with regard to quality and quantity during the Contractor's normal working or attendance time.

## 20. Force majeure, impediment to performance

20.1. Impediments to performance that are not attributable to the sphere of risk of a contracting party shall release the contracting parties from their performance obligations for the duration of the disruption and the extent of its effect.

20.2. Such impediments to performance include force majeure, civil unrest, acts of war or terrorism, strikes and lockouts, blockades of transportation routes, epidemics or pandemics, failures or restrictions of electronic data exchange caused by third parties, cybercrime by third parties and other unforeseeable, unavoidable and serious events.

20.3. In the event of obstacles to delivery or the temporary partial discontinuation of individual partial services of the contract or closures, the client is still obliged to pay the storage costs, the pro rata rental costs for equipment and the personnel costs.

## 21. Confidentiality, Compliance, Data Protection

21.1. The parties mutually undertake to treat all documents, data, information or other knowledge made accessible or disclosed as strictly confidential, not to make them directly or indirectly accessible to third

parties either in whole or in part and to use them exclusively for the contractually agreed purposes.

21.2. Any further use for own purposes or for third parties is only permitted with the written consent of the contractual partner.

21.3. Accordingly, the parties shall oblige their employees and other auxiliary persons to maintain confidentiality insofar as confidential documents, data, information or knowledge are made accessible to them in the course of the cooperation.

21.4. Documents, data carriers or other information, items or data, including copies, received from the contractual partner must be returned to the contractual partner immediately after termination of the contract or destroyed at the contractual partner's request, insofar as this is legally permissible.

21.5. The provisions on secrecy and confidentiality shall remain effective for 6 months after termination of the contract.

21.6. Offers, presentations, standard interface descriptions, concepts, draft contracts, remuneration models and prices shall also be deemed to be trade and business secrets within the meaning of this clause. Accordingly, negotiations using these documents with other providers in the broad sense are not permitted. The above documents are also subject to the derived copyright of the contractor - for his own purposes.

21.7. The Client shall also comply with the Contractor's "Code of Conduct" within the scope of the business relationship (available at: <https://www.duvenbeck.de/CodeOfConduct>).

21.8. The parties shall process the data necessary for the fulfillment of the contract in accordance with the

provisions of the applicable data protection laws and undertake to take appropriate data and IT security measures. In particular, the parties shall observe the basic principles of data protection law and take appropriate technical and organizational measures to meet the requirements for security and confidentiality of data processing and to ensure protection against unauthorized access by third parties.

21.9. The Contractor shall be entitled to collect, store and process data provided by the Client in connection with the services and to pass it on to other partner companies of the Contractor, including across borders, to the extent and for as long as this is necessary for the provision of the services. The Client hereby declares its consent to the collection and processing of data and to the transfer of such data to government agencies or customs authorities.

21.10. The Client guarantees to comply with its obligations to provide information in accordance with the applicable data protection regulations.

21.11. Both parties undertake to comply with the statutory provisions applicable to their company. They support and respect the principles of the "Global Compact" ("UNGC"), the United Nations Universal Declaration of Human Rights and the 1998 Declaration on Fundamental Principles and Rights at Work of the International Labor Organization in accordance with national laws and practices. In particular, both parties will not

- employ children or use forced labor,
- comply with the respective national laws and regulations on working hours, wages and salaries and other employer obligations,
- comply with applicable labor and health regulations and provide a safe and healthy working environment to maintain the health of employees and prevent accidents, injuries and work-related illnesses,

- refrain from any discrimination based on race, religion, disability, age, sexual orientation or gender,
- comply with international anti-corruption standards as set out in the UNGC and local anti-corruption and anti-bribery laws,
- comply with all applicable environmental laws and regulations,
- request their business partners and subcontractors to base their actions on the aforementioned principles.

21.12. The Client guarantees to comply with all applicable regulations on compliance with due diligence obligations within the supply chain, in particular to implement, comply with and monitor the provisions of the Supply Chain Due Diligence Act (LkSG). The Client shall fully and irrevocably indemnify the Contractor against all direct and indirect third-party claims resulting from the Contractor's failure to implement or insufficient implementation of the measures required by law.

21.13. When entering the Contractor's premises, the Client must inform itself in advance about the hygiene and occupational safety measures and guidelines applicable on site during visiting hours and comply with them.

## **22. Statute of limitations**

22.1. The Client's claims shall become time-barred within one year, provided there are no mandatory statutory provisions to the contrary.

22.2. The limitation period for all claims shall commence at the end of the day of delivery, in the case of services under a contract for work and services at the end of the day of acceptance.

22.3. The above limitation periods shall not apply,

- for qualified fault,
- in the event of injury to life, limb or health,

- insofar as statutory limitation provisions are mandatory.

### **23. Place of jurisdiction, applicable law and place of performance**

23.1. The place of jurisdiction for all legal disputes arising from or in connection with the service relationship shall be Bocholt for all parties involved, insofar as they are merchants or equivalent to merchants. This place of jurisdiction shall apply exclusively to claims against the Contractor.

23.2. The statutory provisions of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

23.3. The place of performance for the deliveries and services of all parties shall be the location of the Contractor's branch at which the service is provided.

### **24. Severability clause**

Should one of the contractual provisions or a provision in the annexes or other contractual components be or become invalid, this shall not affect the validity of the remaining provisions as a whole. This shall apply mutatis mutandis in the event that the parties visibly overlook a certain point and have not or not yet settled it. In this case, by way of a supplementary interpretation of the contract, what the parties would have agreed shall apply if they had recognized the invalidity or the absence and had made an effective provision that comes closest to the economic result and, in particular, taking into account the contractual objectives of both parties.