

## 1. Definitions

**1.1** The **customer** (hereinafter referred to as "**customer**") is Burda Procurement GmbH or the affiliated company of Hubert Burda Media Holding Kommanditgesellschaft pursuant to Sections 15 ff. of the German Stock Corporation Act (AktG), which commissions corresponding services specified as orders.

**1.2** The **contractor** (hereinafter referred to as "**contractor**") is the company accepting the order.

**1.3** The **party** is either the customer or the contractor, or jointly the parties.

Order means a binding request for delivery and service by the customer.

## 2. Scope of the GTCP

**2.1** The GTCP shall also apply to future contracts with the contractor without the customer having to refer to them in each individual case if they have been submitted to the contractor and the contractor has acknowledged them.

**2.2** These GTCP of the customer apply exclusively. Any terms and conditions of the contractor that contradict or deviate from these GTCP are hereby expressly rejected. The GTCP of the customer shall also apply even if the customer accepts the contractor's deliveries and services without reservation in the knowledge of the contractor's conflicting or deviating terms and conditions. The principles concerning the commercial letter of confirmation do not apply.

## 3. Orders / Conclusion of contract

**3.1** The parties agree that the eProcurement system used by Burda (e.g. Coupa) can be used for orders. The customer is entitled to place an order via the eProcurement system. The contractor has created the technical prerequisites for being able to accept orders via the eProcurement system.

**3.2** The contractor is obliged to expressly declare the acceptance of an order. Orders placed by the customer via the Coupa eProcurement system must be accepted by the contractor via Coupa.

**3.3** With the acceptance of the order, the contract is considered concluded. The unconditional implementation of an order shall be deemed to be acceptance even without an express declaration.

**3.4** If reference is made to other documents (e.g. order/offer, framework agreement, IT GTCP), the following ranking shall apply in the interpretation of the contract:

- Order/individual contract
- Framework agreement
- Present GTCP
- Offer

## 4. Prices / Terms of payment

**4.1** Agreed prices are binding. All prices are exclusive of statutory value added tax, unless otherwise agreed in writing. If a price is not noted on the order, the contractor will charge the lowest market price or its production price. The right to negotiate prices between the parties at a later date is reserved.

**4.2** Unless otherwise agreed in individual cases, the price shall include all services and ancillary services owed by the contractor and all ancillary costs (e.g. packaging, transport, insurance).

**4.3** The agreed price is due for payment within 30 calendar days, calculated from complete and defect-free delivery and performance or acceptance, if such is agreed or provided for by law, and receipt of a proper and verifiable invoice. If payment is made within 14 calendar days, the contractor shall grant a 3% discount on the net

amount of the invoice. Payments shall be deemed to be on time if the payment order is made within the time limit.

**4.4** If, contrary to Section 4.2, something else has been agreed upon and if the invoicing is based on time and/or material expenditure on the basis of proof to be acknowledged and signed accordingly by the customer on a daily basis, based on the agreed charge rates, this must be verifiably stated on the invoice.

**4.5** In the case of services for which acceptance was planned, the written acceptance confirmation countersigned by the customer shall be attached to the invoice.

**4.6** Invoices are to be sent by e-mail in PDF format to [kreditoren.rechnung@burda.com](mailto:kreditoren.rechnung@burda.com). Invoices by the contractor which refer to a Coupa order (43rd order) must be issued and transmitted via the Coupa Supplier Portal. For a correct assignment, they must contain the organisational indicators of the order, such as order number, delivery location, and so on. The customer shall receive correspondingly marked partial invoices for agreed partial payments. The value added tax is to be shown separately.

**4.7** The contractor shall only have a right of set-off or retention on the basis of counterclaims that have been legally established, acknowledged by the customer or are undisputed. The customer is entitled to the statutory rights of set-off and retention.

**4.8** The contractor's claims arising from the contract may not be assigned to third parties, either in whole or in part, without the customer's written consent.

## 5. Examination / Notification of defects of goods

**5.1** Insofar as the commercial duty to examine and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB) applies, the customer shall carry out the examination within 7 days after delivery of the goods. Otherwise, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The investigation is initially aimed at defects that become apparent under external assessment and by random sampling of essential product characteristics.

**5.2** The notice of obvious defects or hidden defects occurring at a later date shall be deemed to have been made in good time if it is received by the contractor within 7 working days of the discovery of a defect.

**5.3** Insofar as acceptance by the customer is provided for by law or agreed, an inspection shall be carried out as part of the acceptance.

## 6. Defect rights / Liability for defects

**6.1** The contractor shall be responsible for material defects and defects of title in the deliveries and services owed (including incorrect and under-deliveries, as well as improper assembly, deficient assembly or operating instructions or manuals) in accordance with the statutory provisions, unless otherwise provided for below.

**6.2** Insofar as drawing parts are manufactured, the delivered parts must be manufactured according to the drawing.

**6.3** The costs incurred by the contractor for the purpose of inspection and rectification of defects shall be borne by the contractor even if it turns out that no defect existed in the case of a complaint. The customer shall only be liable for these if it has recognised in advance, or not recognised through gross negligence, that there was no defect.

**6.4** If the contractor fails to fulfil its obligation to provide supplementary performance within a reasonable period of time set by the customer, the customer may, if this is provided for by law or contractually agreed, remedy the

defect itself and demand compensation from the contractor for the expenses required for this purpose or a corresponding advance payment. If supplementary performance by the contractor has failed, or if setting a deadline is unnecessary or unreasonable according to legal regulations (e.g. due to particular urgency, if the contractor cannot be reached and operational safety is at risk or the occurrence of disproportionate damage is imminent), no deadline need be set; the customer shall inform the contractor of such circumstances without delay.

**6.5** Electrical systems must comply with VDE regulations and VDE special regulations.

**6.6** If TÜV (German Technical Inspection Association) acceptances are prescribed, the contractor shall create the respective preconditions so that the regulations of the accepting TÜV can be observed and fulfilled.

**6.7** Fire protection equipment shall be designed in accordance with the regulations of the Association of Property Insurers (Verband der Sachversicherer).

**6.8** The legal rights of recourse for a supplier regress arising from Sections 478, 479 BGB (German Civil Code) in the case of the purchase of consumer goods shall be available to the customer in full.

## **7. Delivery dates and deadlines / Default**

**7.1** Agreed delivery dates and deadlines for deliveries or services are binding. The contractor is obliged to inform the customer in writing without delay if, for whatever reason, the contractor is unlikely to be able to adhere to them. Decisive for compliance is, in the case of deliveries, the receipt of the goods at the place of destination, and in the case of services, their completion at the place of performance. If acceptance is provided for by law or agreed, the time of acceptance shall be decisive.

**7.2** If the contractor is in default, the customer may demand a contractual penalty of 0.25% of the invoiced amount per completed calendar day of default, but not more than 5% of the invoiced amount in total. The right to assert further damages in accordance with the statutory provisions is reserved. If a contractual penalty has been incurred, the customer has the right to declare the reservation of the contractual penalty until the final invoice has been paid.

**7.3** The contractor shall bear the procurement risk for marketable goods and supplier parts.

## **8. Delivery / Transfer of risk / Default of acceptance**

**8.1** Deliveries shall be made "DDP Place of Destination, Incoterms® 2010" to the respective place indicated. Insofar as acceptance is provided for by law or agreed, performance shall only commence upon acceptance by the customer.

**8.2** If the place of destination is not regulated when the contract is concluded, but the right to determine it has been transferred to the customer, the contractor shall ask immediately after receipt of the order where the delivery is to be made. The respective destination is also the place of performance of the contract (obligation to be performed at the place of performance).

**8.3** If it has been agreed that shipping costs shall be borne by the customer, the most cost-effective shipping method shall be selected in each case, unless a separate agreement has been made on the shipping method or carrier.

**8.4** For dispatch, all deliveries shall be handed over to the carrier sufficiently and securely packed for transport, together with the necessary accompanying documents (consignment notes etc.).

**8.5** A single copy of a delivery note shall be enclosed with the delivery, stating the date (issue and dispatch), the contents of the delivery (item number and quantity), as well as the order identifier (date and number) and code number. If the delivery note is missing or incomplete, the customer is not responsible for any resulting delay in the processing and payment of the delivery. In

this case, obligations to examine and give notice of defects, as well as payment and discount periods, shall be extended by the duration of the delay. If the origin or assignment of a delivery is not possible, the customer also has the right to refuse to accept the delivery.

**8.6** Partial deliveries and partial services that have not been agreed require the prior consent of the customer in text form. This shall not result in payment entitlements falling due prematurely.

**8.7** The contractor shall take back packaging material at the customer's request.

**8.8** The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery at the place of performance. Insofar as acceptance is provided for by law or agreed, this shall be decisive for the transfer of risk.

**8.9** If an action or cooperation by the customer (e.g. provision of material, handing over of documents) is required for the performance of the contract by the contractor and a certain or determinable calendar time has not been agreed upon, the contractor has to request such action or cooperation early enough that no delays in the performance occur.

**8.10** The contractor shall insure itself sufficiently against transport damage at its own expense. If it is agreed that the customer shall take out the transport insurance, the contractor shall inform the customer in good time of the date of dispatch, the method of dispatch, the value of the consignment, the weight, the number of colli, and the dimensions and weights of the largest collo.

## **9. Assembly / Installation**

**9.1** In the case of delivery of machines with an assembly or installation obligation, the contractor shall carry out the installation at its own risk.

**9.2** Prior to commencing work at the installation site, the contractor's supervisor must find out whether any other special regulations are to be observed during the performance of the work in addition to the existing operational, regulatory and generally known accident prevention regulations of the Employers' Liability Insurance Association (Berufsgenossenschaft).

**9.3** The contractor shall ask to have the currently valid construction site and assembly regulations handed over to it in good time before commencement of the work on the customer's premises and shall confirm these in writing, unless it is already familiar or must be familiar with them from previous projects. For fire-causing work, a release certificate must be obtained from the company fire brigade.

**9.4** The storage of building materials and materials and the erection of construction cabins shall only be carried out after a place has been allocated by the customer's property management.

**9.5** The guarding of the contractor's own accommodation, the safekeeping of work equipment, work clothing, materials etc. of the contractor or its vicarious agents – even during breaks in work – is the responsibility of the contractor.

**9.6** The construction and assembly sites used by the contractor must be kept in an accident-proof condition at all times and must be left tidy and clean every day after the end of work.

## **10. Changes to services**

**10.1** The customer shall be entitled, at any time, to demand changes in performance in writing or in text form. The contractor undertakes to take instructions and requests for changes into account during implementation of the order.

**10.2** In the event of a demand for a change in performance, the contractor shall inform the customer in writing or in text form within 5 working days as to whether the change in performance is possible and what effects it would have on the contract, in particular taking into ac-

count the time schedule, additional expenditure, the amount of remuneration and the obligations to cooperate. If it is not possible to prepare an offer within 5 working days due to the complexity or the extent of the change request, the contractor shall notify the customer of this immediately and the parties shall subsequently agree on a reasonable period of time.

**10.3** Within a further period of 10 working days, the customer shall inform the contractor in writing as to whether the claim for a change in performance is to be maintained or whether the contract is to be continued under the old conditions.

**10.4** If the customer accepts the contractor's offer to change the services, this shall be recorded in a change log and attached to the contract as an appendix.

**10.5** The contractor shall only be entitled to make changes to services with written consent. In particular, a change in performance by one of the contractor's suppliers does not constitute a right to provide a changed service.

**10.6** The parties agree that insignificant changes and additions (those which do not deviate by more than +/- 10% from the offer or order value) are included in the agreed remuneration.

### **11. Involvement of third parties**

The contractor is not entitled to transfer the performance owed by it in full to third parties. It is also not entitled to have parts of the service provided by third parties (e.g. subcontractors) without the prior written consent of the customer.

### **12. General liability / Insurance**

**12.1** The contractor's contractual and non-contractual liability shall also be governed by the statutory provisions in cases other than those listed in Sections 6 and 7.

**12.2** The contractor undertakes to maintain a business and product liability insurance with a coverage of at least €5 million per personal injury/property damage and to provide the customer with copies of this insurance upon request. A higher minimum insurance sum can also be agreed in individual contracts.

### **13. Limitation period**

**13.1** The period of limitation for the customer's claims for defects of quality and defects of title shall be 3 years from the transfer of risk, unless a longer period of limitation is provided for by law. Insofar as an acceptance is provided for by law or agreed, the limitation period shall commence with the acceptance.

**13.2** Insofar as the customer is also entitled to non-contractual claims for damages due to a defect, the regular statutory period of limitation shall apply to these.

### **14. Secrecy**

**14.1** The parties undertake to treat as confidential all confidential information belonging to the other contracting party obtained in the course of the performance of the contract and to use it only for the purpose of the contract. This includes, in particular, technical as well as non-technical information, data, ideas, inventions, trade secrets and/or expertise, as well as other information that is designated as confidential or is recognisable as such.

**14.2** The parties undertake not to use confidential information received and, in particular, not to apply for property rights. No ownership, usage and utilisation rights to confidential information, the associated expertise or any property rights registered or granted thereon shall be granted. The provision of the confidential information does not constitute a right of prior use for the receiving party.

**14.3** The internal disclosure of confidential information is only permitted to the extent that this is necessary for the purpose of the contract (need-to-know) and it is ensured

that only those employees receive the confidential information who have or have had obligations comparable to those contained in these GTCP imposed on them within the scope of legal possibilities.

**14.4** The parties undertake not to make any confidential information available to third parties and to protect it by appropriate secrecy protection measures. The reproduction of such confidential information, insofar as it does not exclusively serve the fulfilment of the contract, is not permitted. All confidential information received and copies made thereof must be returned to the respective party immediately upon request or destroyed / deleted. This obligation does not apply to routinely made back-up copies of electronic data traffic, nor to confidential information and copies thereof which the receiving party is required to keep under applicable law. However, such copies and retained confidential information shall otherwise continue to be subject to the provisions of these GTCP.

**14.5** The parties undertake, in particular, not to reverse engineer confidential information received without the express written consent of the other party and not to examine it for composition and/or manufacture (prohibition of reverse engineering).

**14.6.** The above-mentioned obligations shall not apply to confidential information (i) which was already in the public domain at the time of disclosure or which enters the public domain thereafter without any failure to comply with the foregoing provisions being a contributory cause thereof, (ii) which was already in the possession of the receiving party prior to disclosure, (iii) which is subsequently disclosed to the receiving party by a third party without an obligation to maintain confidentiality, unless the disclosure of such third party violates an obligation to maintain confidentiality, as far as the receiving party is aware, or (iv) which was independently developed by an employee of the receiving party without knowledge of the disclosed confidential information. If, and to the extent that, the receiving party is required by court or governmental order to disclose confidential information, the receiving party shall be entitled to disclose such confidential information to the extent required by such an order, provided that it promptly notifies the disclosing party to the extent permitted by law so that the latter may exercise its rights.

**14.7** The above obligations shall apply indefinitely, in particular also after termination of the cooperation.

### **15. Retention of title**

**15.1** The customer reserves all proprietary rights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents (materials). This also applies to substances and materials (e.g. software, finished and semi-finished products), as well as to tools, templates, samples and other items (objects) which the customer provides to the contractor for production. Such objects – as long as they are not processed – must be stored separately at the expense of the contractor and insured to an appropriate extent against destruction and loss.

**15.2** The materials referred to in 15.1 must be returned after fulfilment of the contract. This shall also apply to the objects mentioned in 15.1, as long as they have not been processed.

**15.3** Any processing, mixing or combination (further processing) of provided objects by the contractor shall be carried out for the customer. The same shall apply if the customer processes the delivered goods further. The latter shall be deemed to be the manufacturer and shall acquire ownership of the processed or newly created

object, at the latest, upon further processing in accordance with the statutory provisions.

**15.4** The contractor shall inform the customer without delay of any enforcement measures or other access by third parties to the documents and objects owned by the customer.

**15.5** The customer objects to all of the contractor's retention of title regulations that go beyond a simple retention of title.

#### **16. Data protection**

**16.1** If the contractor obtains access to personal data in the course of providing the contractual services, it shall observe the applicable data protection regulations and, in particular, shall process personal data exclusively for the purpose of providing the contractual services (intended purpose), obligate its employees in writing to maintain data secrecy and instruct them about the data protection regulations to be observed and provide proof of this upon request.

**16.2.** If order processing takes place on the part of the contractor, the contractor is obliged to conclude an order processing agreement.

**16.3** The customer shall be entitled to store and process the data provided to it by the contractor upon conclusion of the contract for the purpose of executing contracts in compliance with the respective applicable statutory provisions on data protection, insofar as this is necessary for the contractual purposes. The contractor shall comply with the provisions of data protection law for the data provided to it by the customer. The privacy policy is available at [www.burda-procurement.com](http://www.burda-procurement.com).

#### **17. References**

The contractor is only permitted to use the customer as a reference with the express written and revocable consent of the customer. In particular, the customer reserves the right to use its names, company logos, registered trademarks or samples.

#### **18. Compliance**

**18.1.** The contractor undertakes not to offer, grant, demand or accept advantages within the business relationship, either in business dealings or in dealings with public officials, which violate applicable anti-corruption regulations.

**18.2** The contractor undertakes not to enter into any agreements or concerted practices with other companies within the business relationship which have as their object or effect the prevention, restriction or distortion of competition in accordance with the applicable antitrust laws.

**18.3** The contractor assures that it will comply with the applicable laws governing the general minimum wage and will place subcontractors engaged by it under the same obligation to the same extent. Upon request, the contractor shall provide evidence of compliance with the above assurance. In the event of a breach of the above assurance, the contractor shall indemnify the customer from claims by third parties and shall be obliged to reimburse any fines imposed on the customer in connection with this.

**18.4** The contractor shall comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety.

**18.5** If there is a suspicion of a violation of the obligations under Sections 18.1 to 18.4, the contractor shall immediately investigate possible violations and inform the customer of the investigation measures taken. If the suspicion turns out to be justified, the contractor must inform the customer within a reasonable period of time about the internal measures it has taken to prevent fu-

ture violations. If the contractor does not fulfil these obligations within a reasonable period of time, the customer reserves the right to withdraw from contracts with the contractor or to terminate them with immediate effect.

**18.6** In the event of serious violations of the law by the contractor and violations of the provisions in Sections 18.1 to 18.4, the customer reserves the right to withdraw from existing contracts or to terminate them without notice.

#### **19. Final provisions**

**19.1** The written form in the sense of these General Terms and Conditions of Purchase shall also be maintained by using a documented electronic signature tool (the technical requirements for the electronic signature in the sense of the eIDAS Regulation must be fulfilled), whereby a simple electronic signature is sufficient for this purpose. The use of an eProcurement tool (in particular, Coupa or SAP) used by Burda is also considered sufficient. E-mail, however, does not maintain this form.

**19.2** The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the provisions of international private law.

**19.3** Should individual provisions of these GTCP be invalid or unenforceable or become invalid or unenforceable after the conclusion of the contract, the validity of the rest of the contract shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective which the parties had pursued with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete.

**19.4** The place of jurisdiction for all legal disputes arising from or in connection with this contractual relationship is Munich (Local Court or Regional Court Munich I), subject to mandatory deviating statutory places of jurisdiction. The customer reserves the right to take legal action at other courts with statutory jurisdiction. Arbitration procedures have not been agreed.