General Purchasing Conditions of DACHSER Group SE & Co. KG for all Supplies and Services

§ 1 Scope of application

1.1 The General Purchasing Conditions are applicable in the course of business with entrepreneurs, corporate bodies under public law and legal entities under public law. These General Purchasing Conditions shall apply to every legal relationship between DACHSER Group SE & Co. KG or its associated subsidiaries (hereinafter referred to as DACHSER) and the supplier / service provider. They apply to all current orders for goods or services which have been placed by DACHSER and which have not yet been completely processed by both parties, as well as to all future orders for goods and services placed by DACHSER.

1.2 The General Purchasing Conditions apply exclusively; DACHSER recognises general trading conditions of the supplier that oppose or deviate from its own purchasing conditions only insofar that DACHSER has agreed to them explicitly in writing. The acceptance of goods and/or services of the supplier (in the following: subject matter of the contract) or their payment does not constitute an agreement.

§ 2 Conclusion of Contract

2.1 Remuneration for visits, the preparation of offers, cost estimates, projects etc. are not granted, unless explicitly otherwise agreed upon in writing. The supplier / service provider's binding offer must comply exactly with the request as regards type, quantity, condition and implementation. The supplier / service provider must expressly point out any deviations. DACHSER shall only be bound to deviations if DACHSER has expressly consented thereto in writing.

2.2 Only orders placed in writing shall be legally binding. Orders placed orally or by telephone require a subsequent written confirmation to become legally valid. The same applies to oral collateral agreements and changes to the contract.

2.3 Order number and item numbers are to be clearly and visibly specified in all documents concerning the orders such as confirmation of order, dispatch and delivery notes, invoices etc.

2.4 If the supplier / service provider does not accept the order within two weeks after receipt, then DACHSER shall be entitled to revoke the order. Release orders in the context of a blanket order become binding, if the supplier / service provider does not object to the order within three working days of delivery.

2.5 If DACHSER amends the goods or quantity ordered or the agreed service after the contract has been concluded, the supplier / service provider is obliged to accept such contract amendment. The supplier / service provider can object to the requested amendment in writing, if it is unreasonable for him to carry out the contract amendment. If, due to a change, it is necessary to adapt the supply contract, in particular regarding the delivery dates or the additional costs or reduced costs, then the contracting parties will regulate this appropriately by mutual agreement. Any adaptation of the contract shall be in writing.

§ 3 Delivery and Performance Time

3.1 The delivery and performance deadlines stipulated in the contract are binding. If the supplier's / service provider's offer does not contain any particulars regarding deadlines for delivery and performance, the delivery dates and deadlines stipulated in the order shall be binding.

3.2 In the event of any non-compliance DACHSER must be notified without delay and simultaneously informed about the delivery date.

3.3 The supplier / service provider shall be solely liable for any damage incurred as a consequence of the failure to comply with the delivery time as well as for any increased handling costs incurred for the same reason - without prejudice to any other of DACHSER's rights.

3.4 The supplier / service provider can only refer to the absence of necessary documents, which are to be provided by DACHSER, if the documents had been requested in the form of a written reminder first and were not immediately made available by DACHSER.

3.5 Any delay by subcontractors shall fall within the supplier's / service provider's sphere of risk. If the supplier / service provider is in default, then DACHSER is entitled to a contractual penalty amounting to 0.5% of the order value per completed week, at the most however 5% of the order value, without prejudice to the legal regulations.

3.6 In the event of earlier than agreed delivery, DACHSER reserves the right to return the delivery at the expense of the supplier / service provider. If, in the event of early delivery, the delivery is not returned, the goods shall be stored at DACHSER until the date of delivery at the expense of the supplier / service provider. In the event of early delivery DACHSER reserves the right to withhold payment until the agreed due date. DACHSER accepts partial deliveries only if expressly agreed. In the event of agreed partial deliveries the remaining quantities are to be itemised.

§ 4 Force Majeure

Force majeure, interruptions of operation through no one's fault, labour disputes, unrest, official measures and other unforeseeable, inevitable and serious events release the contracting parties for the duration of the disturbance and, to the extent of its effect, from their obligations to perform. This also applies if these events occur at a time during which the affected contracting party is in default. The contracting parties are obligated to make all reasonable efforts to immediately provide the necessary information and to adapt their obligations in good faith to the changed circumstances. During such events, as well as if the disturbance leads to a service delay of more than two months, DACHSER shall be entitled - without prejudice to our other rights - to withdraw completely or partly from the contract, insofar as such events are of considerable duration and our requirements are considerably reduced due to the resulting necessary procurement from other sources.

§ 5 Delivery and Acceptance

5.1 If the contract is a contract for work and services (Werkvertrag), an acceptance of the completed work, which cannot be substituted by deemed acceptance, shall take place in any case. Unless expressly agreed, partial works and services cannot be accepted.

5.2 In the case of deliveries without installation or assembly, the risk shall pass upon receipt at the receiving point stipulated by DACHSER and, in the case of deliveries with installation and assembly, upon their acceptance.

§ 6 Shipping and Packing

DACHSER shall be notified of dispatch immediately after departure of a shipment with the date of order and order number. DACHSER can forward any additional costs which are incurred as a result of non-compliance with DACHSER's shipping rules, to the supplier / service provider. The shipment must be packed in such a way that the safe arrival of the delivered goods is assured. Sender and receiver must be clearly marked on each shipment in order to avoid any confusion from the beginning. Regarding the type of transport and the transit time, the supplier / service provider must choose the most sensible solution. The transport risk and transport costs shall in any case be borne by the supplier / service provider.

§ 7 Insurance

The supplier / service provider has, to the extent possible, taken out an insurance policy with sufficient maximum insurance cover to cover all claims arising from the contractual relationship and can, on request of DACHSER, provide proof of insurance.

§ 8 Prices, Payment Terms

8.1 The prices stipulated in the order confirmation are fixed net prices inclusive of transport costs, customs, payment of duties and packaging costs. If no prices were agreed at the time the contract was concluded, the customary prices shall be deemed to have been agreed. Invoices must always state the net price plus the respective statutory value added tax.

8.2 Unless other conditions have been agreed, payments shall be made within 15 working days after delivery and receipt of the invoice less a 3% cash discount. In case the payment is made within 30 working days after delivery and receipt of the invoice the full net amount is due.

8.3 In the event of any delay in payment the supplier / service provider shall be free to charge interest at a rate of 1 % p.a. above the respective base interest rate.

8.4 With regard to contracts for the performance of a continuing obligation, a price increase shall only be permitted after a period of 4 years from commencement of the contract unless a separate agreement on the type and extent of the price increase was reached in advance.

8.5 With respect to any claims due for payment, DACHSER shall have a full set-off right and right of retention against any claims of the supplier / service provider, even against disputed claims or claims which are not legally binding. A cash discount shall be permitted, even in the case of a set-off or if a right of retention is asserted. The payment of invoices does not constitute any acknowledgement of a legal obligation and does not constitute any waiver of any rights under a warranty or guarantee due to defects in the contractual performance or other rights.

8.6 The supplier / service provider is not entitled to assign claims against DACHSER to which he is entitled, nor to have these collected by a third party.

8.7 Invoices are to be submitted to DACHSER with all pertinent documents and data in due form, once delivery has been made. Incorrectly submitted invoices shall only be deemed received by DACHSER from the date of correction.

8.8 The modes of payment result from the respective orders from DACHSER and/or from the related regulations.

§ 9 Reservation of Title

Ownership of the delivered goods transfers to DACHSER upon full payment by DACHSER. Every prolonged or extended reservation of title of the supplier is excluded.

§ 10 Quality Management

The supplier / service provider has to constantly monitor the quality of its services. Prior to each shipment of the delivery items the supplier / service provider will make sure and confirm to DACHSER in writing that the delivery items intended for shipping are free from defects and correspond to the agreed technical requirements.

§ 11 Warranty and Liability

11.1 Unless otherwise provided in these Purchasing Conditions, the supplier / service provider shall be liable in accordance with the statutory provisions.

11.2 Acceptance of the goods is subject to examination for faultlessness, particularly for correctness and completeness. DACHSER carries out an incoming goods inspection only regarding externally recognisable damages and deviations in identity and quantity recognisable from the outside. DACHSER will report such defects immediately. DACHSER reserves the right to carry out a more extensive incoming goods examination. Furthermore, DACHSER will report any defects as soon as they are detected within the proper course of business. The supplier / service provider shall in this respect waive the right to objection on the grounds of a late notice of defects.

11.3 DACHSER shall have the right to choose the type of supplementary performance to remedy the defect. The supplier can refuse the type of supplementary performance selected by DACHSER, if it is only possible with disproportionate costs. If the

supplier does not begin to rectify the defects immediately after our request to do so, then DACHSER shall be entitled in urgent cases, in particular to prevent acute dangers or to avoid greater damage, to eliminate defects themselves or have them rectified by third parties at the supplier's expense. The supplier shall release DACHSER from any third party claims with regard to defects of title, unless he is not responsible for the defect of title.

11.4 Unless a longer statute of limitation is legally provided for, warranty claims shall lapse in 3 years. The statute of limitation begins with the delivery of the subject matter of the contract and/or starts from the date of acceptance, if such is legally or contractually stipulated (transfer of risk). If the supplier / service provider is not the manufacturer of the goods delivered and if the manufacturer offers an extended guarantee compared with that which has been contractually agreed, the supplier / service provider shall inform DACHSER thereof and shall, at its request, provide DACHSER the respective guarantee documents.

11.5 The supplier / service provider shall also be liable for business interruptions, lost profit as well as for loss of information or data.

§ 12 Rights of Use under Software Licences

12.1 The supplier / service provider grants DACHSER the non-assignable, exclusive right to the software acquired, which right is unlimited in time, and authorises DACHSER to use the software both in the Federal Republic of Germany and abroad, by fully or partially loading, displaying, running or storing it without restriction on one or several devices and on the network. In the sense of these general terms and conditions the term "use" shall be understood not only as running and installing but also as copying, totally or partly, in particular providing backup copies, as well as each transfer, totally or partly, of the licensed software onto a machine or a data medium for the execution of the orders and instructions contained in it or for their storage.

12.2 More extensive use of the software, in particular through modifications, additions or reproductions and recompilation of the software into other code forms (decompilation) is authorised.

12.3 Title to the software shall remain with the copyright author.

§ 13 The Scope of Software Maintenance Services

13.1 If a maintenance agreement is concluded the supplier / service provider shall repair programme bugs, in respect of which warranty rights no longer exist; the supplier / service provider shall do so by providing DACHSER with individual corrections of its own choice, changes to the settings or a software alteration status on a data carrier within a reasonable period of time. It shall constitute a bug if the software does not comply with the functions stated in its performance specification, delivers wrong results, uncontrollably breaks off its programme run or does not function as it should in any other way, to the extent the use of the software is prevented or impaired.

13.2 The repair of a bug includes analysing the bug, isolating the cause of the bug and - if it is not possible to repair the bug at a reasonable cost or due to time restraints - bypassing the bug. The bugs can also be repaired with an improved programme version (= update).

13.3 Furthermore, when concluding the maintenance agreement, the supplier / service provider undertakes to provide improved programme versions (= update) and new programme levels with enhanced performance and functions, if appropriate including the possibility of using new technology (= upgrade), at fixed intervals but at least twice per annum.

13.4 The maintenance fee also covers the following:

13.4.1 Availability of technical personnel and a 24 hour hotline service in the respective language of the country where the DACHSER office is situated. A central complaint desk with appropriate routing and call-back monitoring within 24 hours / 7 days in the respective language of the country where the DACHSER office is situated.

13.4.2 Support in analysing bugs.

13.4.3 Advice on repairing and avoiding bugs within 24 hours / 7 days.

13.4.4 Information about any software updates which exist.

§ 14 Assignment

The supplier / service provider may assign its legal duties arising out of the contract concluded under these conditions to a third party only with DACHSER's written consent. The same shall apply to the assignment of its rights under said contract.

§ 15 Contract Termination

15.1 In the case of a continuous obligation, it shall be valid for an indefinite period of time, however it may be terminated at any time by either contracting party upon 3 months' notice to the end of the month.

15.2 A right for termination without notice exists for both contracting parties only in the event of financial collapse (e. g. bankruptcy, application for opening of insolvency proceedings) of the other contracting party, or such serious violations of the contract by the other party, which are not possible to remedy even after written warning within an appropriate period, that it cannot be reasonably expected for the affected contracting party to uphold the contract.

15.3 Every notice of termination must be made in writing.

§ 16 Secrecy, References

The supplier / service provider undertakes to treat any information, which has been made accessible by DACHSER to the supplier / service provider and/or its agent, as long and as far as it is not verifiably publicly known - irrespective of whether it has been gained in writing, orally, by inspection or in any other way - strictly confidentially and not to utilize the information for their own purposes or the purposes of third parties. Each contracting party guarantees, by taking its own and verified organisational measures, that no confidential information can be accessed by any unauthorized person, even inadvertently. If it is expedient or necessary to engage other persons / consultants ("Authorised Third Parties"), the supplier / service provider

must bind such Authorised Third Parties to the terms of this agreement insofar as such persons are not already bound by a duty of confidentiality by their professional code of ethics. At DACHSER's request all information coming from DACHSER is to be returned immediately and completely to DACHSER or to be destroyed.
The supplier / service provider is only entitled to mention DACHSER as a reference client and/or reference customer in any form, for example in the Internet, in advertising publications, presentations, etc. upon prior written approval by DACHSER.

§ 17 Data Protection

17.1 The supplier / service provider undertakes to fully observe the legal regulations for data protection in the current version - e.g. in Germany the Federal Data Protection Act (BDSG, Bundesdatenschutzgesetz).

17.2 In the event of personal data being processed within the meaning of the applicable local law and/or the GDPR , an agreement on commissioned data processing must be concluded by both contracting parties.

17.3 When the supplier/service provider retrieves, saves, processes, uses or transmits personal and other data - including those of DACHSER and its customers - for purposes of dealing with the order and fulfilling the contract, the supplier/service provider undertakes to restrict itself to the statutory dimensions essential to the fulfilment of its contractual obligations.
In particular the supplier/service provider undertakes to comply fully with the respective regulations governing data protection in their respectively valid version- national law of Dachser and the General Data Protection Regulations according to Regulation (EU) 2016/679, latest edition (GDPR).
The supplier/service provider shall take all necessary technical and organisational measures required by law and by contractual specifications relating to confidentiality, security and data protection, specifically to protect the data from third-party access, irrespective of the nature of said access.
The supplier/service provider shall inform all appointed persons, employees and other vicarious agents of the present clause and shall bind them thereto. In particular the supplier/service provider shall bind them in the form of a written “Declaration of Commitment to Data Protection” in compliance with the respectively applicable provisions of the law governing data protection and shall provide evidence thereof if so requested.
The supplier/service provider shall make available to Dachser a written chart with the details of the usage of personal data according to GDPR.
The data required by the supplier/service provider to deal with the contract shall be saved. The period of time for said storage shall depend on the periods of time specified by the law. All data, particularly personal data, shall obviously be treated in confidence. The provisions of the national data protection law of Dachser and the General Data Protection Regulations according to Regulation (EU) 2016/679, latest edition (GDPR) shall be heeded.
Dachser points out that he transfers personal data to authorities (e.g. in case of spot check on traffic or firms, dawn raid, preliminary proceedings), provided he is obliged to do so by law. Such information shall be transferred in compliance with the national data protection law of Dachser and the General Data Protection Regulations according to Regulation (EU) 2016/679, latest edition (GDPR).
The details of the usage of personal data are set forth in the "information according to GDPR". Supplier/service provider confirms receipt of the "information according to GDPR" from Principal. These are available at any time at http://www.dachser.com.

17.4 The supplier/service provider shall indemnify Dachser from any and all claims by third parties in respect to the laws of data protection in connection to the usage to the afore mentioned extent – in particularly claims based on national or foreign laws of data protection or GDPR or other claims by Data Protection Supervisory Authorities.

§ 18 Compliance

The supplier / service provider is obligated to adhere to all relevant statutory provisions - in particular all requirements regarding antitrust and competition law as well as provisions against corruption, bribery and other criminal activity. In this context the supplier / service provider has taken note of the contents of the "DACHSER code of conduct for business partners" and expressly assures its absolute respect of the basic principles contained therein, undertaking furthermore to fully align its service provision to it and to bind all employees and/or other third parties that he assigns to the service provision. The "DACHSER code of conduct for business partners" is available at https://www.dachser.com/downloads/Corporate/DACHSER_Code_of_Conduct_for_Business_Par.pdf or can be provided by DACHSER on request.

DACHSER also expressly draws attention to the supplier´s / service provider´s obligation to comply with the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG) and thus to observe the regulations within its supply chains with regard to human rights and environmental protection. DACHSER shall be fully indemnified by the supplier / service provider upon first demand against any damages arising from the supplier´s / service provider´s failure to comply with respective applicable regulations such as acting with necessary due diligence in the supply chain.

§19 Customs Duty / Embargo

19.1 The supplier / service provider is obligated to inform DACHSER about any official permits and compulsory registrations which are necessary for import, (re-)exports and the use of the delivery items. The supplier / service provider confirms explicitly that all legal obligations relevant for its business - with a main focus on: foreign trade and customs specifications, in particular with regard to relevant embargos against persons, countries or goods - are known to supplier / service provider and fully and unrestrictedly adheres to. In this respect, DACHSER can assume that all shipments entrusted to it have undergone due verification by the customer.

19.2 The supplier / service provider shall inform DACHSER immediately if a shipment / a service is completely or partly subject to export restrictions according to German foreign trade legislation, according to EC regulations or according to other international embargo and export regulations.

§ 20 Severability Clause, Place of Jurisdiction

20.1 If one or several clauses of this agreement is deemed totally or partly ineffective, the validity of all other clauses will remain thereby unaffected. An ineffective clause has to be replaced by an effective one, which comes as close as possible to the economic intent of the ineffective clause.

20.2 The contractual relations of the contracting parties are subject to the law of the Federal Republic of Germany without regard to conflicts of law rules and the United Nation Convention on Contracts for the International Sale of Goods (CISG). The contract language is German.

20.3 The place of performance for both parties shall in each case be the receiving point designated by DACHSER. The exclusive place of jurisdiction for all disputes which arise out of the contractual relationship either directly or indirectly shall be Kempten.