

General Terms and Conditions of Purchase of Deutsche Welthungerhilfe e.V.

CONTENT

1.	GENERAL PROVISIONS	4
1.1	APPLICABLE PROVISIONS, SCOPE OF APPLICATION, FORM	4
1.2	INVITATION TO TENDER, BIDS	5
1.3	TERMS OF PAYMENT	5
1.4	CONTRACTOR'S OBLIGATIONS	5
1.5	INTELLECTUAL PROPERTY.....	6
1.6	INFRINGEMENT OF THIRD-PARTY RIGHTS.....	6
1.7	PRODUCER'S LIABILITY	7
1.8	INSURANCE.....	7
1.9	FORCE MAJEURE	7
1.10	PLACE OF PERFORMANCE, CHOICE OF LAW, LEGAL VENUE	8
2.	SPECIAL PROVISIONS ON PURCHASE CONTRACTS.....	8
2.1	APPLICATION	8
2.2	DELIVERY PERIOD.....	8
2.3	PASSAGE OF RISK.....	9
2.4	WARRANTY	9
2.5	EXPORT PROCEDURES	9
2.6	SPECIAL PROVISIONS	9
3.	SPECIAL PROVISIONS ON SERVICE CONTRACTS.....	10
3.1	APPLICATION	10
3.2	PERFORMANCE PERIOD.....	10
3.3	WARRANTY	10
3.4	SPECIAL PROVISIONS	10
4.	SPECIAL PROVISIONS ON CONTRACTS FOR WORK AND LABOR.....	11
4.1	CHANGE IN PERFORMANCE	11
4.2	ACCEPTANCE.....	11
4.3	WARRANTY	11
4.4	TERMINATION	12
4.5	SPECIAL PROVISIONS	12
5.	SPECIAL PROVISIONS ON CONTRACTS FOR WORK AND MATERIALS.....	12
6.	SPECIAL PROVISIONS FOR TRANSACTIONS WITH CONTRACTORS FROM THIRD COUNTRIES.....	12

6.1	EXPORT PROCEDURES	12
6.2	EXPORT LICENSES	13
6.3	SHIPPING DOCUMENTATION.....	13
6.4	SUPPLEMENTARY TERMS OF PAYMENT, DOCUMENTATION	14
6.5	ARBITRATION	14

**General Terms and Conditions of Purchase
of Deutsche Welthungerhilfe e.V.**

1. GENERAL PROVISIONS

1.1 Applicable Provisions, Scope of Application, Form

- (1) The legal relationship between Deutsche Welthungerhilfe e.V., of Friedrich-Ebert-Straße 1, 53173 Bonn, Federal Republic of Germany ("**Client**") and a trader within the meaning of Section 14 of the German Civil Code ("**BGB**") who supplies goods and/or services to the Client ("**Contractor**"), shall be governed by these General Terms and Conditions of Purchase ("**Terms and Conditions**") and any individual contractual agreements (together "**Contract**").
- (2) These Terms and Conditions shall apply exclusively. Any conflicting or deviating general terms and conditions of the Contractor shall only apply if the Client has expressly agreed to them in writing. This requirement for Client's express written agreement shall apply in any event, including, for example, where the Contractor refers to its general terms and conditions in the order confirmation and the Client does not expressly object to it. These Terms and Conditions shall also apply if the Client accepts or pays for the Contractor's goods and/or services knowing that the Contractor's terms and conditions are contrary to, or deviate from, these Terms and Conditions.
- (3) Individual contractual agreements between the Client and the Contractor shall take precedence over these Terms and Conditions.
- (4) Amendments to the Contract and other legally relevant declarations and notifications to be made to the other contracting party (e.g. setting of deadlines, reminders, declarations of cancellation) shall be made in writing (Section 126 BGB), which may be replaced by electronic form in accordance with Section 126a of the BGB. For all other notifications (Section 127 BGB), in particular by e-mail, text form is sufficient. For the purposes of these Terms and Conditions, written form includes text form.
- (5) Until replaced by new terms and conditions, these Terms and Conditions shall apply to all future supplies of goods and/or services to the Client.
- (6) References to the application of statutory provisions are only made for clarification purposes. Statutory provisions will therefore apply even without such clarification unless they are specifically modified or expressly excluded in these Terms and Conditions.
- (7) The Client holds its employees, partner organizations, and contractors to high moral standards of conduct. The Client's own Code of Conduct is based on the principles of the UN Global Compact and is an integral part of the Client's overall work. All of the Client's contractors are expected to act in accordance with the rules of conduct set out in the Client's Code of Conduct. The current version of the Code of Conduct is available at the following link or QR code:
<https://www.welthungerhilfe.org/code-of-conduct-english.pdf>



1.2 Invitation to Tender, Bids

- (1) The Client usually carries out a comparison (tender) in order to ensure economic efficiency through competition and to award contracts to competent, capable, and reliable bidders.
- (2) The bids shall be valid for at least four (4) weeks from the date of the invitation to tender. The bidder shall inform the Client if its bid is only valid for a shorter period. The Client shall only reimburse the cost of preparing a bid if this has been expressly agreed prior to the preparation of the bid. The submission of a bid does not constitute a claim for the award of a contract. All purchase orders are subject to the Client's express confirmation in writing.
- (3) An important core value for the Client's operations is the responsible use of the environment and resources in order to safeguard opportunities for the development of future generations. When evaluating bids, environmental and sustainability criteria may be taken into account in addition to traditional criteria such as price, type, and quality.

1.3 Terms of Payment

- (1) Unless otherwise agreed in individual contractual agreements, payments to the Contractor shall be made cashless by bank transfer to an account to be specified by the Contractor. The agreed price shall be due for payment within thirty (30) calendar days of complete delivery and/or performance (including any agreed acceptance) and receipt of a proper invoice. In the case of bank transfers, payment is deemed to have been made on time if the transfer order is received by the Client's bank before the expiry of the payment deadline; the Client is not responsible for delays caused by the banks involved in the payment process.
- (2) The Client shall not owe any interest on arrears. The statutory provisions shall apply to default in payment.
- (3) In the event of defective or incomplete delivery and/or performance, the Client shall be entitled to withhold payment on a pro-rata basis until the due performance has been rendered.
- (4) The Client shall make payments to the bank account specified in the invoice, provided that the Contractor is identified as the account holder and the bank account is located in the country in which the Contractor has its registered office. Any request for payment to a bank account other than that of the Contractor or to that of a bank from a country other than the Contractor's registered office shall be specified and justified by the Contractor at the time it submits its bid.

1.4 Contractor's Obligations

- (1) The Contractor shall comply with any instructions given by the Client to the Contractor for the performance of the Contract unless it is impossible or unreasonable for the Contractor to do so. If the instructions given result in additional costs to be borne by the Client, the Contractor shall inform the Client in writing of the additional costs and their expected amount before carrying out the instructions and await the Client's decision.
- (2) The Contractor shall refrain from any action that may be detrimental to the Client and shall fulfill its obligations taking into account the interests of the Client.
- (3) The Contractor is not entitled to assign its rights arising under the contractual relationship to third parties without the prior express written consent of the Client. This does not apply to monetary claims. The Client will only withhold consent for objective reasons, such as if a subcontractor lacks the requisite expertise or qualifications.
- (4) The Contractor shall notify the Client immediately of any change in its legal status or control. The same applies in the event that the Contractor becomes insolvent or unable to pay.

- (5) The Contractor may only refer to the existing business relationship with the Client with the prior express written consent of the Client or insofar as this is unavoidable for the performance of the Contract.

1.5 Intellectual Property

- (1) All trademarks, logos, business and trade names, domain names, designs, know-how, goodwill, confidential information, and other intellectual property rights, including all licenses and applications thereto (collectively "**Intellectual Property Rights**"), existing at the time of the conclusion of the Contract ("**Background IP**") shall remain the property of the Client or the Contractor as applicable.
- (2) Intellectual Property Rights created by the Contractor in connection with the performance of a contract shall belong exclusively to the Client and shall be transferred in full to the Client in accordance with the following provisions.
- (3) The Contractor irrevocably assigns to the Client all Intellectual Property Rights and other rights to results created by it in connection with the performance of the Contract at the time of their creation ("**Resulting IP**"). In addition, and in particular in the event that assignment of the Resulting IP is not legally possible, the Contractor irrevocably grants the Client the exclusive, transferable, and sub-licensable right of use, unlimited in terms of content, time, and territory. This right of use includes but is not limited to the reproduction, distribution, public communication, and making available to the public in all known and currently unknown forms of use, including the right to modify, further develop, and use the results thereof to the aforementioned extent. Section 69b of the German Copyright Act (UrhG) applies accordingly. The Client accepts the assignment and granting of rights to the Resulting IP. Insofar as the results created by the Contractor in the course of the performance of the Contract are embodied (in analog or digital form), the Contractor is obliged to hand over the embodiments of the results to the Client. The transfer of rights, the granting of rights of use, and the transfer of embodiments of Resulting IP are fully compensated by the remuneration agreed in the Contract.
- (4) If a Background IP of the Contractor is used in the performance of the Contract and if this is necessary for the use and exploitation of the Resulting IP from the Contract by the Client, the Client shall receive a non-exclusive, transferable, and sub-licensable right of use to this Background IP, unlimited in time and territory, to the extent necessary for the use and exploitation of the Resulting IP by the Client. The right of use includes all types of use, including but not limited to those referred to in the preceding paragraph 3. The Client accepts the assignment of the right of use to the Background IP.
- (5) Only the Client is authorized to register and maintain Intellectual Property Rights at its own discretion for Resulting IP provided by the Contractor under the Contract. The Contractor is obliged to cooperate to the extent necessary in all measures taken by the Client to protect or defend the Intellectual Property Rights.

1.6 Infringement of Third-Party Rights

- (1) The Contractor shall be liable for claims arising from infringements of Intellectual Property Rights arising from the use of the Resulting IP in accordance with the Contract.
- (2) The Contractor shall indemnify the Client and its customers against third-party claims arising from any infringement of Intellectual Property Rights and shall also bear all costs incurred by the Client relating thereto.
- (3) The Client shall be entitled to obtain the necessary licenses to use the Resulting IP concerned from the authorized third party at the Contractor's expense.

1.7 Producer's Liability

- (1) If the Contractor is responsible for product damage, it shall indemnify the Client against third-party claims where the cause lies within the Contractor's sphere of control and organization and it is itself liable to third parties.
- (2) As part of its obligation to indemnify, the Contractor shall reimburse, in accordance with Sections 683 and 670 of the BGB, expenses incurred as a result of or in connection with a claim by a third party, including recall campaigns carried out by the Client. The Client shall, as far as possible and reasonable, inform the Contractor of the nature and scope of the recall and give it the opportunity to comment. This is without prejudice to any further statutory claims.

1.8 Insurance

The Contractor undertakes to take out sufficient insurance cover against all risks arising from and in connection with the Contract and to maintain such cover throughout the term of the Contract. Country-specific minimum insurance cover in the country in which the Contract is performed is deemed to be sufficient. Where the Contract is performed in more than one country, the minimum insurance cover should be that of the country which requires the highest overall insurance cover). The Contractor shall provide proof of insurance cover at the request of the Client.

1.9 Force Majeure

- (1) "**Force majeure**" means the occurrence of an event or circumstance that prevents a contracting party from fulfilling one or more of its contractual obligations under the Contract if, and to the extent that, the contracting party affected by the impediment proves that: (a) this impediment is beyond its reasonable control; (b) it was not reasonably foreseeable at the time the Contract was concluded; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected contracting party.
- (2) In the absence of proof to the contrary, the following events affecting a contracting party shall be presumed to fulfill the conditions under paragraph 1 (a) and (b) of this Clause: (i) war (declared or undeclared), hostilities, aggression, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion, revolution, military, or other seizure of power, insurrection, acts of terrorism, sabotage, or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, or nationalization; (v) plague, pandemic, epidemic, natural disaster, or extreme natural event; (vi) explosion, fire, destruction of equipment, or prolonged breakdown of means of transport, telecommunications, information systems or energy; or (vii) general industrial unrest such as boycott, strike and lockout, go-slow, or occupation of factories and buildings.
- (3) A contracting party that successfully invokes this Clause shall be released from its obligation to fulfill its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time at which the impediment makes it impossible for it to perform, provided that this is notified immediately. If the notification is made in the form specified in Clause 1.1 paragraph (4) the exemption shall take effect from the time at which the notification reaches the other contracting party. If the effect of the asserted impediment or event is temporary, the consequences set out above shall only apply for as long as the asserted impediment prevents the performance of the Contract by the affected contracting party. If the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they could legitimately expect under the Contract, either contracting party shall have the right to terminate the Contract by giving notice to the other contracting party within a reasonable period of time. Unless otherwise agreed, the contracting parties expressly agree that the Contract may be terminated by either contracting party if the duration of the impediment exceeds 120 days.

1.10 Place of Performance, Choice of Law, Legal Venue

- (1) The place of performance is Bonn, Federal Republic of Germany.
- (2) The legal contractual relationships between the Client and the Contractor and these Terms and Conditions shall be subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods ("**UN CISG**") shall not apply.
- (3) The legal venue for all disputes arising from and in connection with the contractual relationship between the Client and the Contractor shall be Bonn, Federal Republic of Germany, subject to any exclusive legal venue.

2. SPECIAL PROVISIONS ON PURCHASE CONTRACTS

2.1 Application

- (1) The special provisions on purchase contracts in this Clause 2 shall apply in addition to the general provisions in Clause 1, taking precedence in the event of contradictions, if a purchase contract has been agreed between the Client and the Contractor.

2.2 Delivery Period

- (1) Agreed delivery dates shall be binding. Compliance with the delivery date shall be determined by receipt of the goods by the Client or at the shipping address or place of use specified by the Client or by the provision of a service ready for acceptance at the place of performance.
- (2) If the delivery period is not specified in the purchase order and has not been agreed otherwise, it shall be four (4) weeks from the conclusion of the Contract.
- (3) Unless otherwise agreed, the Contractor shall bear the transport costs (including packaging). In this case, delivery is "free domicile".
- (4) Partial deliveries are only permitted after prior agreement with the Client.
- (5) If the Contractor becomes aware that an agreed delivery date or quality cannot be met, it shall immediately notify the Client in writing, stating the reasons, the expected duration of the delay, and appropriate remedial measures.
- (6) The Client may change the details of the delivery of the goods at any time by giving written instructions to the Contractor. The Contractor shall deliver the goods in accordance with such changes in a timely manner. If such a change results in an increase or decrease in the agreed price for the goods or in the time required for the Contractor to perform its obligations under the Contract, the Client and the Contractor shall agree on an appropriate adjustment to the agreed price and/or time of delivery and the Contract shall be amended in accordance with the provisions of Clause 1.1 paragraph (4).
- (7) Any claim by the Contractor for adjustment under the preceding paragraph shall be made within thirty (30) days of the Contractor's receipt of the Client's written change order; however, the Client may, at its option, accept and act upon such claim at any time prior to final payment under the Contract. If no such adjustment is agreed, this shall constitute a dispute subject to the provisions of Clause 1.10 paragraphs (2) and (3) or Clause 6.5 as applicable. However, these Clauses shall not release the Contractor from its obligation to perform the Contract in the amended form.

2.3 Passage of Risk

- (1) Even if shipment has been agreed, the risk shall not pass to the Client until the goods have been handed over to the Client at the agreed destination.

2.4 Warranty

- (1) The Contractor warrants that all deliveries comply with the relevant statutory provisions as well as the standards, regulations, and guidelines of authorities, trade associations, and professional organizations.
- (2) The Contractor warrants that all its supplies are free from defects, meet the known requirements of the Client, and are fit for the purpose for which they are intended. If the Contractor has any concerns about the method of performance requested by the Client, the Contractor shall inform the Client immediately.
- (3) The Contractor shall constantly check the quality of the supplies. The Contractor shall immediately disclose potential improvements to the Client. The Contractor shall notify the Client immediately in writing of any recognizable errors in specifications and foreseeable complications. The scope of delivery shall include, without special invoicing, the product-specific and/or technical documentation, the certificates of conformity, and other documents, certificates, and operating instructions required for the supplies or their use - in German and/or English, at the Client's discretion - as well as the legally required labeling of the supplies and/or their packaging.
- (4) The Client shall notify the Contractor in writing of any defects in the supplies as soon as they are discovered in the course of normal business. In the case of hidden defects, this period begins with the discovery of the defect. To this extent, the Contractor waives the objection to a delayed notification of defects.

2.5 Export Procedures

- (1) Unless otherwise agreed, the Contractor shall export on its own responsibility, with its own carriers, and at its own expense.
- (2) If the Contractor has been informed of the intention to export the goods prior to or upon the conclusion of the Contract, the Contractor shall comply with the relevant foreign trade and customs regulations and enclose the accompanying documents required by law with the shipment(s). In addition, the Contractor shall inform the Client of the relevant customs tariff numbers. For customs clearance in the country of destination, the Contractor shall issue a pro forma invoice in accordance with the Client's instructions.

2.6 Special Provisions

- (1) Unless otherwise agreed, the German statutory provisions, in particular Sections 433 et seq. of the BGB shall apply. If, in addition to performance under a purchase contract, performances under a service contract, a contract for work and labor and/or a contract for work and materials are also commissioned, the special provisions on service contracts (Clause 3), contracts for work and labor (Clause 4), and/or contracts for work and materials (Clause 5) shall apply accordingly.

3. SPECIAL PROVISIONS ON SERVICE CONTRACTS

3.1 Application

- (1) The special provisions on service contracts in this Clause 1 shall apply in addition to the general provisions in Clause 1, taking precedence in the event of contradictions, if the rendering of services has been agreed between the Client and the Contractor.

3.2 Performance Period

- (1) Agreed performance dates shall be binding. If a time for performance is not specified or cannot be deduced from the circumstances, the Client may demand immediate performance and the Contractor shall provide immediate performance.
- (2) If the Contractor becomes aware that an agreed delivery date or quality cannot be met, it shall immediately notify the Client in writing, stating the reasons, the expected duration of the delay and appropriate remedial measures.
- (3) The Client may change the details concerning the performance of the services at any time by giving written instructions to the Contractor. The Contractor shall provide the services in accordance with such changes in a timely manner. If such a change results in an increase or decrease in the agreed price for the services or in the time required for the Contractor to perform its obligations under the Contract, the Client and the Contractor shall agree on an appropriate adjustment to the agreed price and/or performance schedule and the Contract shall be amended in accordance with the provisions of Clause 1.1 paragraph (4).
- (4) Any claim by the Contractor for adjustment under the preceding paragraph shall be made within thirty (30) days of the Contractor's receipt of the Client's written change order; however, the Client may, at its option, accept and act upon such claim at any time prior to final payment under the Contract. If no such adjustment is agreed, this shall constitute a dispute subject to the provisions of Clause 1.10 paragraphs (2) and (3) or Clause 6.5 as applicable. However, these Clauses shall not release the Contractor from its obligation to perform the Contract in the amended form.

3.3 Warranty

- (1) The Contractor shall be responsible for the careful, correct, timely, and professional performance of the agreed services.
- (2) If the service is not performed properly or is performed incorrectly due to the Contractor's fault, the proper and correct service shall be performed by the Contractor at no additional cost to the Client within a reasonable period of time. Any defects found shall be notified in writing to the Contractor without delay, at the latest within ten (10) working days of the Client becoming aware of the defect. If the Contractor fails to provide the proper service in essential parts for reasons for which the Contractor is responsible and the Client has expressly set the Contractor a reasonable grace period for this, the Client may terminate the Contract with immediate effect if the grace period expires without success.

3.4 Special Provisions

- (1) Unless otherwise agreed, the German statutory provisions, in particular Sections 611 et seq. of the BGB shall apply. If, in addition to performance under a service contract, performances under a purchase contract, a contract for work and labor, and/or a contract for work and materials are also commissioned, the special provisions on purchase contracts (Clause 2), contracts for work and labor (Clause 4), and/or contracts for work and materials (Clause 5) shall apply accordingly.

4. SPECIAL PROVISIONS ON CONTRACTS FOR WORK AND LABOR

- (1) The special provisions in this Clause 1 shall apply in addition to the general provisions in Clause 1, taking precedence in the event of contradictions, if a contract for work and labor has been agreed between the Client and the Contractor.

4.1 Change in Performance

- (1) The Client may request in writing changes to the contractual work at any time. The Contractor may object to the change request if it cannot reasonably be expected to implement the change request. The Contractor shall submit a new contractual offer to the Client for these additional and more extensive work in accordance with the form specified in Clause 1.1 paragraph (4). The additional work may only be provided after the conclusion of a separate individual contract for these services. Work and labor provided by the Contractor that does not fulfill these requirements shall not be remunerated. If no agreement is reached, the Client may extraordinarily terminate the Contract on changes to the specific work if the Client cannot reasonably be expected to adhere to the Contract without the requested change being made.
- (2) If the Contractor recognizes that the description of the work or labor or the Client's instructions are incorrect, it shall inform the Client of this and the recognized consequences thereof. The Client shall then decide on the type of work and labor it wishes to receive.

4.2 Acceptance

- (1) The Contractor may only demand acceptance of the completed work when the completed work is acceptable and ready for acceptance. Acceptability shall be deemed achieved when the contractually owed work has been performed completely and without defects. After completion and in compliance with the deadlines specified in the description of work or labor, the Contractor shall request the Client to accept the completed work.
- (2) Should the Client refuse acceptance, the Contractor can only demand renewed acceptance if it has proven that the defect has been rectified.
- (3) Partial acceptances are excluded unless this has been expressly agreed. Inspections of interim results and the possible release of installment payments do not constitute acceptance.
- (4) Acceptance shall not be deemed from the fact that the Client (i) uses the work or part of the work provided by the Contractor out of operational necessity and/or (ii) continues to pay the remuneration.
- (5) If the work performed in whole or part by the Contractor is damaged or destroyed as a result of force majeure in accordance with Clause 1.9 or other unavoidable circumstances for which the Contractor is not responsible, the claim to the contractual remuneration shall lapse.
- (6) A fictitious acceptance in accordance with Section 640 (2) sentence 1 of the BGB requires that the Contractor has sent the Client the deadline for acceptance in writing.

4.3 Warranty

- (1) If the work does not comply with the Contract and the Client therefore rightly refuses acceptance, or if acceptance is made subject to the written reservation of rectification of specified defects, the Contractor shall be obliged to rectify the defects.
- (2) The Contractor warrants that the work is free from defects and complies with the specifications, documentation, and quality agreements agreed in the order, is suitable for the contractual use, and complies with the current state of the art and science as well as the relevant national and international legal provisions, including the regulations and guidelines of authorities, trade associations, and professional organizations.

- (3) Measures to remedy minor defects or to prevent disproportionate damage or to avoid endangering the operations of the Client or third parties may be taken by the Client or a third party commissioned by the Client without prior agreement with, and at the expense of, the Contractor. The Client shall inform the Contractor immediately of the reason, type, and scope of such measures. This does not affect the Contractor's warranty obligations.
- (4) The period of limitation for warranty claims shall commence with the complete performance of all the work agreed upon in a purchase order.
- (5) The period of limitation for warranty claims for repaired or replaced work or parts thereof shall begin to run anew from the time the defect is remedied.

4.4 Termination

- (1) During the performance of the work, the Client may terminate the Contract in accordance with Section 648 of the BGB. In the event of such termination, the Contractor shall be reimbursed for the necessary expenses already incurred plus follow-up costs, but not more than the agreed remuneration. There is no entitlement to full remuneration. The Contractor is obliged to minimize the amounts to be reimbursed by the Client in this respect. If the Contractor is responsible for the termination, the Contractor shall not be entitled to any reimbursement.

4.5 Special Provisions

- (1) Unless otherwise agreed, the German statutory provisions, in particular Sections 631 et seq. of BGB shall apply. If, in addition to performance under a contract for work and labor, performances under a purchase contract, a contract for services, and/or a contract for work and materials are also commissioned, the special provisions on purchase contracts (Clause 2), service contracts (Clause 3) and/or contracts for work and materials (Clause 5) shall apply.

5. SPECIAL PROVISIONS ON CONTRACTS FOR WORK AND MATERIALS

- (1) The German statutory provisions shall apply to contracts for work and materials, unless otherwise provided for in the special provisions for purchase contracts (Clause 2) or special provisions for contracts for work and labor (Clause 4).

6. SPECIAL PROVISIONS FOR TRANSACTIONS WITH CONTRACTORS FROM THIRD COUNTRIES

The provisions regulated in this Clause 6 shall apply in addition to, and in the event of contradictions shall take precedence over, the provisions in Clauses 1 to 5, if the Contractor has its registered office in a country outside the European Union ("**Third Country**") and/or if the place of performance or fulfillment is located in a Third Country.

6.1 Export Procedures

- (1) The Contractor shall export on its own responsibility, with its own carriers, and at its own expense.
- (2) If the Contractor has been notified of the intention to export the goods prior to or upon the conclusion of the Contract, the Contractor shall comply with the relevant foreign trade and customs regulations and enclose the accompanying documents required by law with the shipment(s). In addition, the Contractor shall inform the Client of the relevant customs tariff numbers. For customs clearance in the country of destination, the Contractor shall issue a pro forma invoice in accordance with the Client's instructions.

6.2 Export Licenses

- (1) If one or more export licenses and/or other authorizations are required for the provision of goods or services at the place specified in the Contract, the Contractor shall check all applicable regulations and obtain the necessary licenses and/or authorizations before supplying the goods or providing the services.
- (2) In particular, the Contractor shall check, ensure and, at the request of the Client, prove that:
 - no companies or persons on the "Denied Persons List" of the US Bureau of Industry and Security are involved in the supply of original US goods, US software, or US technology;
 - no companies or persons listed in the "Entity List" of the US Bureau of Industry and Security are involved in the supply of original US products without appropriate authorization;
 - no companies or persons listed on relevant global or EU terrorist lists or other relevant negative lists for export controls are involved in the performance of the Contract;
 - no companies or persons listed on any financial sanctions list, including the European Union's Consolidated Financial Sanctions List, the UK Sanctions List, the US Office of Foreign Assets Control's Specially Designated Nationals List, or the UN Security Council Consolidated List, are involved in any way in the performance of the Contract;
 - no companies or persons that violate other export control regulations, including but not limited to those of EU or ASEAN countries, are involved in the performance of the Contract; and
 - all early warning notices issued by the competent German or national authorities of the respective country of origin of the delivery are complied with.
- (3) The Contractor shall notify the Client immediately if any complications arise in obtaining any required export license and/or other authorizations. Delay in the granting or refusal of any required export license and/or other authorizations shall constitute a default on the part of the Contractor if it is unable to meet binding delivery or performance dates as a result.
- (4) The Contractor shall indemnify the Client against all damages and expenses arising from any negligent breach of the above obligations referred to in paragraphs (1) to (3).
- (5) The Client shall be entitled to suspend the fulfillment of its obligations under the Contract without prior notice and/or to terminate the Contract if the Contractor has breached its obligations under Clause 6.2 paragraph (2). The Client shall inform the Contractor in writing of any such suspension and/or termination and state the reasons for such suspension and/or termination.
- (6) Notwithstanding the above provisions, the Client reserves the right to notify the Contractor in the form specified in Clause 1.1 paragraph (4) from which countries no goods or services may be sourced directly or indirectly for the purposes of the Contract.

6.3 Shipping Documentation

Unless otherwise agreed, the Contractor shall provide the Client with the following documents immediately after dispatch of the goods:

- transport documents; for sea freight a full set of bills of lading (B/L) or seaway bill (if contractually agreed); for air freight an airway bill (AWB) and for land freight a consignment note (e.g., CMR, if applicable);
- two copies of the commercial invoice;
- a copy of the consular or legalized invoice (if contractually agreed);
- a certificate of origin;
- a copy of the shipping list; and
- an original insurance certificate (if contractually agreed).

6.4 Supplementary Terms of Payment, Documentation

- (1) The following provisions apply in addition to Clause 1.3. The Client shall generally make payment to the Contractor within thirty (30) days of receipt of the documents listed in Clause 6.3 as well as any other contractually agreed documentation.
- (2) The terms of payment for any installation or extension or other installation of goods by the Contractor shall be negotiated on a case-by-case basis.
- (3) The Client may withhold payment if the Contractor fails to provide the required documents specified in this Clause or elsewhere in the Contract.

6.5 Arbitration

- (1) Clause 1.10 paragraphs (2) and (3) shall not apply to transactions pursuant to Clause 6. Instead, the following provisions apply.
- (2) All disputes arising out of or in connection with this Contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS)) applicable at the time of arbitration to the exclusion of the courts. The seat and place of arbitration shall be Bonn, Federal Republic of Germany. The arbitral tribunal shall consist of one (1) arbitrator.
- (3) The contract language is English.
- (4) The law applicable to the matter and the law applicable to the validity of this arbitration clause shall be the laws of the Federal Republic of Germany. The UN CISG shall not apply.

Bonn, 02 Dec 2024