



EASY SOFTWARE

General Terms and Conditions of Purchase (GCP) EASY SOFTWARE AG / EASY Group

General Provisions

§ 1 Applicable law, EASY GROUP

The contracts concluded, including the following terms and conditions of the agreement, their conclusion, their effectiveness, interpretation, and performance, as well as all other legal relationships between the Parties are governed by the law of the Federal Republic of Germany unless other arrangements have been made.

The General Terms and Conditions of Purchase apply to the entire EASY Group, which includes EASY SOFTWARE AG in Mülheim an der Ruhr (Germany), EASY SOFTWARE Deutschland GmbH in Frankfurt am Main (Germany), EASY Enterprise Services GmbH and EASY Mobile Service GmbH, both located in Mülheim an der Ruhr (Germany).

§ 2 Terms and Conditions of the Agreement

2.1 Besides these General Terms and Conditions of Purchase, the following further Terms and Conditions of the Agreement of EASY SOFTWARE AG (hereinafter referred to as EASY) are included in a contract, depending on the concluded contract type and agreement of the Parties:

2.1.1 Purchasing contracts:

- General purchasing terms of EASY for purchasing goods (GPT-P) (Part A of the GPTs)

2.1.2 Service, professional services, business procurement, and similar contracts:

- General purchasing terms for service and professional services (GPT-PS/W) (Part B of the GPTs)

The inclusion of further contractual parts as well as setting their order of priority is subject to the respective contract type specific regulations.

2.2 Unless agreed otherwise, the versions of these Terms and Conditions of the Agreement that are valid and the latest ones when concluding the contract, as well as the EASY Code of Conduct will become contract components. If the Terms and Conditions of the Agreement, including the EASY Code of Conduct, are not attached to a sales proposal or a purchase order, they can be obtained via:

- General Purchasing Terms (GPTs): www.easy.de/gpt
- EASY Code of Conduct: www.easy.de/coc

2.3 All Terms and Conditions of the Agreement named here apply only to contracts concluded between an entrepreneur according to § 310 para. 1 German Civil Code (Bürgerliches Gesetzbuch, or BGB) and EASY, and other legal relationships of EASY with that enterprise. Moreover, they apply to contracts and legal relationships where EASY acts on behalf of a third party towards an entrepreneur.

2.4 If the General Purchasing Terms as well as further Terms and Conditions of the Agreement dependent on the contract type have been included in a contract, they will also apply to further contracts of the same type that will in the future be concluded with that enterprise.

2.5 Any terms and conditions of the contracting party shall not become part of the contract, even if their agreement is not expressly contradicted when concluding the contract. Other terms shall only apply when EASY expressly consents, in writing, to the inclusion of the contracting party's terms and conditions.

2.6 Conflicting terms and conditions will not affect concluding a contract if the parties have agreed on all essential points. In this case, the regulations of the mutual terms and conditions matching for interpretations apply, and generally, the legal provisions.

§ 3 Sales proposals

3.1 Sales proposals to EASY must be submitted in written form, pursuant to §§ 126, 126a German Civil Code (BGB), and free of charge. They generally have to be in German.

Diverging from this, the request for proposal may specify a data exchange procedure.

3.2 To submit the proposal EASY must, unless otherwise agreed, use printed forms included which must contain all information required by EASY.

3.3 If the proposal is submitted based on a query / request for proposal by EASY, the tenderer is supposed to not deviate from the EASY preferences. If deviations occur nevertheless, these must be expressly pointed out to EASY. The tenderer is free to submit alternative proposals and special suggestions.

3.4 Proposals must be submitted in full; they must include all required services.

3.5 All prices must be specified in the tenderer's currency (unless these are in euros,

they must be additionally specified in euros and then, if necessary, including separate currency hedging). Unless otherwise specified, these are fixed prices. Unless the prices indicate that they include sales tax/VAT, these are gross prices.

3.6 Proposals must be generally directed to the Purchasing department named in the proposal documents.

3.7 In case of a query / request for proposal by EASY during the deadline period named there, else during the deadline determined by the tenderer, the tenderer shall be bound by his proposal. Unless either party expressly names a binding deadline, this will be four (4) weeks from the date EASY receives the proposal.

3.8 If the tenderer deviates from the above specifications, EASY reserves the right to not take his proposal into consideration.

§ 4 Concluding the contract

A contract is generally concluded with EASY in writing. If, exceptionally, a contract is concluded verbally, it must be immediately confirmed by both parties in writing.

§ 5 Services rendered in EASY buildings

If a service is rendered in an EASY building, the following applies:

5.1 The services shall be rendered to the technical and organizational preferences of EASY under the supervision and sole authority of the responsible employee designated by the contracting party as independent and autonomous service of the contracting party. The contracting party takes the decision about selecting its staff.

5.2 For all information to be shared, both contracting parties shall designate contact persons on site. At regular intervals, coordination conversations concerning content and performing services rendered, as well as for sharing all information necessary for carrying out the contract take place between the contact persons of the contracting parties.

5.3 The contracting party ensures that, every time it replaces staff and trains new employees, these will render the contractual service at the agreed service quality.

§ 6 Invoicing

Invoicing must satisfy legal requirements and, above all, contain all parts of a proper invoice specifying sales tax/VAT, even if it is prepared in electronic form. If an invoice does not meet these requirements, EASY may reject it without delay. Invoices must include the EASY order number.

§ 7 Prohibition of assignment

7.1 Assigning a claim, no matter what content, generally requires written consent of EASY. Assignments without the required consent are invalid. EASY shall refuse consent only if, after checking in isolated cases, EASY interests in maintaining the debt relationship override the interests of the contracting party in the intended assignment.

7.2 If in the event of refused consent pursuant to 7.1 the assignment of a monetary debt according to § 354a German Commercial Code (HGB) is still effective, the assignor will have to refund EASY all additional costs that may be incurred in the context of the assignment.

§ 8 Rights of retention and set-off

Limiting the rights of EASY for the purpose of asserting a right of retention towards the claims of the contracting party or to set off claims against the contracting party is invalid.

§ 9 Invalid impairment of competitors

The contracting party to EASY shall be obliged to ensure, through suitable organizational measures, that its employees acting towards EASY do not commit offenses against competitors within the meaning of the German Penal Code (Strafgesetzbuch, or StGB) and pursuant to §§ 17, 18 of the Act against Unfair Competition (Gesetz gegen den unlauteren Wettbewerb, or UWG).

§ 10 Property rights, secrecy, obligations to secrecy, and advertising

10.1 EASY reserves its property rights and copyrights to images, drawing, calculations, or other documents, as well as models and patterns. These may not be made accessible to third parties without the express consent of EASY. They must be used only to fulfill the



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concluded contract, and then be returned to EASY without prompting after the contract has been carried out.

10.2 The EASY company logos and trademarks must be attached to the goods ordered by EASY if EASY so instructs. The goods indicated thus may only be supplied to EASY. Rightfully rejected goods identified with the EASY company logo or trademark must be made unusable unless it is ensured by another method proven that the rejected item might be identified as delivered to EASY.

10.3 The contracting party to EASY shall be obliged to treat the details affecting the contract concluded with EASY and all business and technical details pertaining to carrying out that contract, particularly pursuant to 1, as a trade secret. The non-disclosure agreement applies also to knowledge gained at the proposal stage and after carrying out the contract regardless of a concluded contract. It will expire when and if the circumstances have generally become known.

10.4 Moreover, the contracting party to EASY shall be obliged to keep its business connection with EASY secret. If, exceptionally, a reference to the business relationship with EASY should be made in the contracting party's advertising, this may only take place, even in these cases, after EASY has given its written consent. The exceptionally declared written consent is limited to the contracting party's Web presence actually represented for achieving consent.

§ 11 Liability / Liability insurance

11.1 The contracting parties are mutually liable as part of the statutory provisions unless otherwise agreed.

11.2 The contracting party has to conclude a liability insurance for business, product, and environment, with the appropriate sum insured depending on the claim for personal injury, property damage and pecuniary damages, and maintain it during the contract period.

11.3 To the extent that the insurance contract intends maximum replacement for all damages of an insurance year, this must correspond to at least twice the amount of the sum insured available per claim.

11.4 The insurance policy including the pertinent policy terms as well as proof of the premium payment made must be submitted to EASY upon request within two weeks. Upon demand by EASY, proofs of continued insurance must be submitted also during the contract period. In case of lack of proofs, EASY shall be entitled to terminate the contract for good cause.

§ 12 Data storage

EASY and the contracting party are entitled to collect and save the data of the other party in business traffic, as well as of the individual contractual relationship by considering the, respectively, valid privacy provisions.

§ 13 Subcontractors

13.1 Unless something deviating arises identifiable from a separate agreement or, for EASY, identifiable from the content of the order referring to the contracting party's performance, the contracting party shall be obliged to render all obligations from the order in its own enterprise.

13.2 Regardless of whether EASY was able to recognize or foresee it when concluding the contract, any use of subcontractors by the contracting party may only take place upon prior consent of EASY.

§ 14 Prices, remuneration, payment

14.1 Unless agreed otherwise, the specified prices include transport, shipping, packaging and insurance costs.

14.2 The payment is made after receipt of the invoice within 14 business days, minus 2% cash discount, or within 30 days net through the payment method selected by EASY unless agreed otherwise in writing or through the validity of special purchasing terms of EASY (e.g. GPTs-P or GPT-PS/W).

14.3 Due to machine processing, EASY will pay for invoices, respectively, only in the next payment run that is technically possible. If these days are a Saturday, Sunday or public holiday in the German state of North Rhine-Westphalia, payment shall be made the next business day. The time of payment is the date the payment was made. Payment is made subject to invoice verification. If early shipments are signed off, the due date will depend on the shipment date agreed.

14.4 Payment is generally made by bank transfer unless the Parties have agreed otherwise when ordering.

14.5 In case of defective shipments, EASY shall be entitled to withhold payment on a pro-rata basis until the order is properly fulfilled.

§ 15 Different agreements

Changes to this Agreement are only valid if they have been agreed in written form. This also applies to the written form requirement itself.

§ 16 Continued validity in the event of partial invalidity

16.1 If one or more provisions in these contractual provisions or contractual provisions referred to by these contractual provisions are or become invalid, this will not affect validity of the remaining provisions and the validity of the contract itself.

16.2 Should any loopholes occur in performing this contract, these must be remedied through regulations that will come closest to the business idea of this contract.

§ 17 Jurisdiction

Jurisdiction is, where permissible, Mülheim an der Ruhr, Germany.

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Part A of GPT - General Purchasing Terms for Purchasing Goods (GTP-G)

§ 1 Applicable law

The application of CISG is precluded unless a divergent agreement is made.

§ 2 Terminology

The contractor of EASY is hereinafter referred to as Vendor.

§ 3 Terms and Conditions of the Agreement / Elements of the Agreement

- 3.1 These terms amend the General Purchasing Terms (GPTs) of EASY.
- 3.2 Elements of the Agreement are in the following order - if existent and not agreed otherwise:
 - 3.2.1 - EASY's order letter (purchase order,
 - 3.2.2 - the negotiation minutes in their chronological order,
 - 3.2.3 - the General Purchasing Terms for purchasing goods (GPT-P) from EASY,
 - 3.2.4 - the General Purchasing Terms (GPT) of EASY,
 - 3.2.5 - the service request or service description by EASY,
 - 3.2.6 - the relevant, generally acknowledged rules of technology.

§ 4 Vendor's inspection obligations

- 4.1 If the provider for EASY is submitted a service request or service description, he shall be obliged to check the information contained therein for correctness and integrity. Contradictions, confusions or incompleteness easily recognizable as part of the care required for preparing the proposal and price calculation must be reported immediately to EASY.
- 4.2 4.1 applies accordingly with service queries in framework agreements.
- 4.3 The vendor shall be generally obliged to subject the items to appropriate quality checks prior to shipping them to EASY and to check in particular whether the items are in the agreed state and are suitable for use assumed by the contract or general use. Scope and content of the quality check depend on a contractual agreement made in individual cases; otherwise according to the type and meaning of the item, the vendor's capacity (manufacturer or middleman), and reasonable expenditure of a quality check.

§ 5 EASY's inspection duty

EASY shall be obliged to check the goods within a reasonable period for possible quality and quantity deviations.

§ 6 Manufacturing the delivery item, changing the service

- 6.1 The vendor shall be obliged upon the demand of EASY to name third parties from whom he obtains the item or material required for its manufacture, for reasons of quality assurance towards EASY. EASY shall be entitled to demand replacement of the third party after expiration of a previously set reasonable deadline.
- 6.2 In the event that the items ordered by EASY are manufactured or produced due to the order, the following regulations apply:
- 6.3 If while executing the contract it becomes obvious that deviations from the agreed state are required for technical or other reasons, the contracting parties shall be obliged to inform the other respective party immediately.
- 6.4 EASY shall be entitled to demand changes to the service owed even after the end of the contract if and inasmuch the vendor's company or that of the approved subcontractor is adapted to this and the change to the service is reasonable to the vendor or his subcontractor.
- 6.5 If the change impacts the agreed price, the parties shall undertake to agree a new price, taking the additional or lesser costs and the time impact of that change into account.
- 6.6 If owing to the time impact on the change to the service makes adherence to the originally agreed delivery date impossible or only possible through unreasonable effort, the agreed delivery date shall be irrelevant and the parties shall undertake to agree a

new and appropriate delivery date that takes the interests of both parties into account.

§ 7 Software, design, and intangible legal assets of EASY

Software, design, and intangible legal assets which EASY makes available to the vendor shall remain the property and copyright of EASY. The vendor is obliged to use the software, design, and intangible assets only for manufacturing the goods ordered by EASY.

§ 8 Service and fulfillment

- 8.1 EASY shall not be obliged to accept goods that are not free of defects as fulfillment. Goods that are not free of defects are also goods that the vendor delivers as goods other than the ordered goods, or too low a quantity thereof.
- 8.2 Regardless of its contractually agreed or legal rights in the event of defects, EASY reserves the right to accept goods in spite of their defectiveness.

§ 9 Place of performance / transfer of risk

- 9.1 The place of performance is the place named, respectively, in the service query or the negotiation minutes. Ordinarily, this will be the EASY headquarters, a branch office, or any other EASY business office. If a place of performance has not been expressly determined, and if it cannot be inferred from interpreting the agreements of the Parties, Mülheim an der Ruhr, Germany will be the place of performance.
- 9.2 The Incoterms in their respectively valid version underlie the agreed place of performance and risk assumption.
- 9.3 Unless agreed otherwise, transportation and dispatch of the ordered goods will be at the vendor's risk. The vendor shall not conclude a transportation insurance policy.
- 9.4 By handing over the goods the risk passes to an EASY representative authorized to receive the goods.
- 9.5 Hand-over will be confirmed by a person authorized by EASY on a delivery note to be provided by the vendor. In addition to the delivery note and vendor number, the delivery note must contain the following information:
 - Order No.
 - Quantity and unit ordered,
 - Shipment / service title,
 - Allocation of EASY.

§ 10 Purchase price, remuneration, payment

10.1 For the goods ordered including transport, insurance, packaging, free delivery, etc., the vendor shall receive the remuneration agreed on in the order, and shall issue a detailed invoice of this.

If a payment schedule has been agreed, payments will be made upon receipt of a corresponding sub-invoice according to the terms and sub-amounts agreed upon in the payment schedule.

10.2 Invoices must be submitted to EASY in two copies and specifying order number and, where applicable, numbers of each individual item. Otherwise, they will not trigger any payment terms.

10.3 Payment takes place after receipt of the invoice within 14 working days, minus 3% cash discount; within 30 business days, minus 2% cash discount, or within 60 days net through payment methods chosen by EASY.

Payment deadlines will be triggered with the later of the following options

- a) delivering the goods,
 - b) receipt of the invoice, or
 - c) the delivery date named in the purchase order.
- Shipment of goods and receipt of invoice must be cumulative here.

10.4 If EASY pays prior to transfer of risk, the transfer of ownership of the delivery item shall be deemed to have been agreed at this time unless EASY has requested and received a security at the amount of the payment.

10.5 Sales tax/VAT must appear separately on the invoice.

10.6 The vendor is not authorized to transfer his claims to third parties or have them collected by third parties. If the vendor transfers his claims from EASY to a third party, contrary to 1 without EASY's consent, the transfer of rights will equally be effective. However, EASY may, at its discretion, perform with discharging effect either for the supplier or for the third party.



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10.7 Payments from EASY shall be deemed to have been made once EASY has made the payment.

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10.8 EASY shall be entitled also to set off claims which affiliated companies are entitled to towards the supplier within the meaning of § 15 AktG (German Stock Corporation Act).

10.9 In case of defective shipments, EASY shall be entitled to withhold payment on a pro-rata basis until the order is properly fulfilled.

§ 11 Delivery time, delay

11.1 The delivery date specified in the order is binding.

11.2 The vendor is obliged to notify EASY immediately if he intends to ship at an earlier date, or if he cannot comply with the agreed delivery date. The contractual and legal rights of EASY concerning default or delay remain unaffected.

11.3 If the vendor defaults with the shipment, he will have to pay, for each business day of that default, 0.1%, but no more than 3% of the net order sum as a contractual penalty. If partial shipments have been agreed or if the order is part of a framework agreement, the net order sum for the partial shipment of the respective individual order must be approached. Assertion of legal claims due to default or delay of the service are not affected by the contractual penalty. The contractual penalty must be set off against loss incurred through default.

11.4 If due to force majeure EASY is prevented to accept the goods at the agreed place of performance, default of acceptance by EASY as well as claims of the vendor for return service or damages are excluded. Force majeure refers to all unpredictable and inevitable circumstances, or circumstances that can only be avoided by unreasonable means, particularly natural disasters, unrest, strikes, or legal lockouts. The vendor has to properly store the goods for the duration at his own expense and risk.

11.5 EASY will promptly report circumstances representing force majeure to the vendor.

§ 12 Vendor's liability for defects

12.1 If according to §443 BGB (German Civil Code) the vendor has accepted a warranty for the condition of the goods or for the goods retaining a specific condition for a specific duration, the vendor will be liable towards EASY for all damages incurred through violation of that warranty regardless of his fault unless a different legal consequence has been agreed. Warranties from third parties remain unaffected.

12.2 Besides rights from possible condition or durability warranty, EASY is entitled to full legal claims for defects. In any event, EASY is entitled to demand that the vendor, by his choice, rectify the defect or deliver a new item. The right to indemnities, particularly the right to indemnities instead of service is expressly reserved.

12.3 If the object owed is determined only by category, the vendor shall be liable until the service from the category is not impossible for anyone, without regard to a fault for the procurement of the goods owed unless the vendor is prevented from procurement due to force majeure. Reference is made to 11.4.

12.4 If EASY sets a deadline for the vendor without defining the type of rectification (rectifying the defect or delivering a defect-free item), the declaration must, in doubt, be interpreted such that EASY leaves the choice of the type of rectification to the vendor.

12.5 If EASY has unsuccessfully set the vendor a reasonable deadline for rectification, EASY will be entitled to demand removal of a defect at the expense of the vendor himself or through a third party instead of withdrawal or reduction, and demand replacement of the required expenditures unless substitute performance is only possible with disproportionate costs. In particular, the meaning of the defect to the buyer and the impairment of the use required by contract of ordinary use of the item, as well as the value of the item in defect-free state must be taken into consideration here.

12.6 In exceptional cases, EASY shall be entitled to remove a defect without unsuccessful expiration of an appropriate deadline determined by the vendor at the latter's expense or via a third party if the defect represents a concrete risk to life, limb or health, or other legal assets protected by §823 BGB (German Civil Code), and waiting for rectification on the part of the vendor is not reasonable due to that risk. The vendor must be notified where possible of this risk and of the pending rectification in order to give him the opportunity to immediately remove the defect and its associated risk.

§ 13 Statute of limitations

13.1. The claims by EASY due to a defect of the delivered goods according to §431, 1 and 3, lapse for items used according to their common use for an architecture and which has caused its defectiveness in 5 years; otherwise, within 3 years from the date the item was delivered.

13.2 §438 para. 3 to 5 of the German Civil Code (BGB) remain unaffected.



Part B of the GPTs - General purchasing terms for service and acceptance of professional services (GTP-S)

§ 1 General; placing the order

1.1 These General Purchasing Terms apply to all contracts used by EASY to assign services and/or professional services.

1.2 Preparing the sales proposal for EASY is free of charge. The service provider or contractor (hereinafter referred to as Processor) has to expressly inform EASY of deviations from the request documents.

1.3. Purchase orders, agreements, and changes will only be binding if EASY has submitted or confirmed them in writing. Correspondence must be conducted with the respective contact persons from the Procurement department. Arrangements with other departments require, inasmuch agreements are intended that modify items set in the contract, the express written confirmation by the responsible Procurement department.

1.4. The Processor's General Terms and Conditions shall not apply either if they are contradicted in isolated cases.

1.5 If the Processor does not accept the purchase order through an order confirmation within two weeks after receiving the order, EASY shall be entitled to cancel the order without the Processor being entitled to indemnities.

1.6 Delivery contracts are brought about by the Processor's confirmation of the order by EASY. Delivery call-offs, as well as changes and additions must be in writing. If the Processor and EASY have expressly agreed so, remote data transmission will satisfy this required form.

1.7 If this is a mutual trading business, these purchasing terms also apply to all future legal relationships between the Processor and EASY, even if these purchasing terms are, in isolated cases, not expressly referred to.

1.8 The Processor has to treat conclusion of the contract confidential. He may name EASY as a reference to third parties only upon its written consent.

§ 2 Service content, execution, changes

2.1 Service content arises from respective individual orders. Documents, reports, ideas, designs, models, samples, and all other results from rendering the service are part of the order service.

2.2 The Processor renders his services with the greatest care, taking into account the newest state of science and technology, the security provisions of authorities and professional associations, particularly taking D N or ISO certification provisions into account if these affect his quota of the service, as well as his own existing knowledge and experience, or that achieved during the contract. The Processor guarantees compliance with legal provisions, the agreed technical specifications, and other preferences.

2.3 The Processor shall prepare drawings, data, and other documentation in compliance with the requirements, provisions, and policies of EASY and its customers. In the event of uncertainties, the Processor shall be obliged to obtain all the necessary information referring to fulfill the order prior to starting the project. This particularly applies to the EPD systems and programs to be used.

2.4 The Processor shall provide all required information about composition of the delivery item if requested by EASY if this is required for meeting official requirements, as well as the valid legal domestic and international provisions.

2.5 Until the Processor has fully met his obligations, EASY shall be entitled to demand, as part of reasonableness, changes to the order with regard to construction, execution, quantity, and delivery time. In doing so, the impacts (e.g. additional or reduced costs, delivery dates) have to be mutually settled.

2.6 The Processor shall be obliged to immediately report in written form any doubts referring to executing delivery / services and to suggest changes which he considers necessary in order to meet the agreed specifications or legal requirements.

2.7 The Processor renders his own services independently and at his own risk.

§ 3 Right to audit

3.1 The Processor shall undertake to allow EASY access to his business offices at any time during ordinary business hours after appropriate announcement, and to grant EASY inspection of all documents related to the order.

3.2. All contract-related documents not passed to EASY must be archived for at least six (6) months after acceptance. The Processor ensures that EASY can claim the same rights even with the Processor's subcontractors.

§ 4 Service deadlines, delay, and preclusion of service obligation

4.1 Agreed dates and deadlines are binding. Compliance with the delivery date or the delivery period shall be determined by the delivery of the total service to EASY according to the contract. Unless "free delivery" or "free delivery to the place of use" delivery has been agreed, the Processor shall provide the service, taking into account the usual time for transport or shipment.

4.2 If the Processor does not comply with the delivery date, EASY shall be entitled, without setting a grace period of its own choice, to demand subsequent delivery, indemnities instead of the service due to services not rendered or not rendered as obliged, or to resign from the contract. In the event of delayed delivery, a contractual penalty amounting to 0.5% of the order value per week of delay commenced, limited to a maximum of 5% of the agreed remuneration, will be agreed. Assertion of other rights remains unaffected. The penalty for delay shall be set off against any actual damage caused by the delay and asserted. The right to demand payment of the contractual penalty shall not be forfeited by unqualified acceptance of late delivery.

4.3 Once it becomes apparent that the agreed intermediate and end dates cannot be met, the Processor shall be obliged to immediately notify EASY. This notification does not affect EASY's rights.

§ 5 Force majeure

5.1 Force majeure, labor disputes, unrest, official measures, and other unpredictable, inevitable and serious events mutually suspend the contractual partners' obligation to provide benefits for the duration of the disruption. The contracting parties are obliged, within reasonable bounds, to provide the necessary information without delay and to adjust their obligations to the changed circumstances in good faith.

5.2 In the event that due to force majeure the obligations to perform are suspended for a period of more than two weeks, EASY shall be entitled to terminate the contractual relationship with immediate effect. In that case, the Processor may demand reimbursement of his demonstrably incurred expenses that arose in reliance on the existence of the contractual relationship until suspension of the contractual obligations.

§ 6 Remuneration

6.1 The Processor receives the remuneration agreed in the contract for the agreed performance results including all his expenses, e.g. cost of material, use of facilities, travel expenses, transport, insurance, packaging, free delivery, etc.; and shall issue a detailed invoice for this.

The invoice for the remuneration must be issued after acceptance of the complete order performance.

If a payment schedule has been agreed, payments will be made after receipt of a corresponding partial invoice according to the deadlines and partial amounts agreed in that payment schedule. Prior to acceptance of the overall performance by EASY or the end customer, all payments shall be made as payments on account without acknowledgment of the previous performance as performance.

The invoice for the final installment is made, in any event, only after acceptance of the overall performance.

EASY is entitled to withhold the final installment or a maximum of 20% of the order value until the warranty period expires, without the Processor being entitled to assert indemnities. Minor defects shall not be considered.

6.2 If agreement of a total remuneration is not possible, remuneration can, in exceptional cases, be made to actual expenditure. The prerequisite is that the parties:

- have concluded an hourly rate agreement in the individual contract,
- timesheets signed by EASY at least once a week are created by the Processor,
- these are included with the invoice.

The agreed hourly rates include all required expenditures, particularly travel expenses, expenses, and overtime surcharges.

6.3 Invoices must be sent to EASY in two copies specifying the order number, order ID, and the numbers of each individual item. Otherwise, they will not initiate any payment deadlines.

6.4 Payment shall be made after receipt of the invoice within 14 business days, excl. 3% cash discount; within 30 business days, excl. 2% cash discount, or within 60 days net through payment methods of EASY's choice. Payment deadlines are initiated with the later of the following options



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- a) Delivery or acceptance of the service,
 - b) Receipt of invoice, or
 - c) the delivery date stated in the purchase order.
- The goods delivery and invoice receipt must be cumulative.

6.5 If EASY pays prior to transfer of risk, the transfer of ownership of the delivery item shall be deemed to have been agreed at this time unless EASY has requested and received a security at the amount of the payment.

6.6 Statutory sales tax/VAT must be separately shown on the invoice.

6.7 The Processor is not entitled to assign his claims to third parties or have them collected by third parties. If the Processor assigns his claims against EASY to a third party contrary to para. 1 without EASY's consent, the assignment shall nevertheless be effective. However, EASY may, at its discretion, perform to the Processor or the third party with discharging effect.

6.8 Payments by EASY shall be deemed to have been performed once they have been instructed for payment by EASY.

6.9 EASY shall be entitled offset also claims that associated companies, within the meaning of § 15 German Stock Corporation Act (Aktengesetz, or AktG), are entitled to.

6.10 In case of defective shipments, EASY shall be entitled to withhold payment on a pro-rata basis until the order is properly fulfilled.

§ 7 Samples, models, etc.

7.1 Free-issue parts(EASY's own samples, models, etc.) remain the property of EASY; the Processor has to treat and maintain them separately and free of charges. Their use is allowed only for the underlying contract. In case of value degradation or loss, the Processor has to pay compensation and cover insurances at his own cost.

7.2 Ownership of samples, models, forms, etc. required for rendering the contractual service shall pass to EASY as these are created. EASY has the right, at its own discretion, to demand returning these or to demand that the Processor dispose of these for EASY for free. Disposal requires written consent by EASY.

7.3 The Processor shall mark as confidential documents received by EASY that have become known as part of the business relationship as the property of EASY. Upon the demand by EASY the Processor shall surrender all sensitive documents and objects without prompting and immediate effect to EASY. Rights of retention are precluded.

§ 8 Data transfer, data processing, EDP access permissions

8.1 EASY remains the sole proprietor of transmitted data. For the purpose of the commissioned work, the Processor shall be granted non-exclusive, limited, non-transferable usage rights. Inasmuch as data provided as part of the commissioned work is changed, enriched or processed in other ways, EASY shall become the sole beneficiary of the changed data and the intellectual property epitomized in the data as it is created.

8.2 The Processor has to protect the data provided to them, including the changed, enriched or in any other way processed data from any access not expressly authorized by EASY and to prove the corresponding defenses upon demand by EASY.

8.3 If the Processor obtains EDP access to EASY system networks as part of the commissioned work, the Processor shall be obliged to use only his own personal user IDs or those assigned by EASY in writing, as well as execute transfer and editing of data according to the guidelines of EASY.

§ 9 Subcontracting

9.1 Subcontracting contracts to third parties is only permissible upon written consent by EASY.

9.2 In the event that the Processor violates this, EASY shall be entitled to terminate the contract with immediate effect. In this case, the Processor shall not be entitled to assert compensation claims in any form.

§ 10 Acceptance

10.1 If installation or assembly of the delivery item is part of the order scope, formal sign-off will be necessary. It can only take place upon a successfully completed test stage.

10.2 Otherwise, the delivery item shall be deemed accepted four (4) weeks after putting it into operation inasmuch as EASY does not assert any defects preventing such acceptance. If the contract performance of the Processor is integrated into an overall service by EASY to his end-customer, acceptance of the Processor's service will only

take place when the EASY overall service is signed off by EASY's end customer without this requiring express declaration. Payments never mean acceptance of the delivery item.

10.3 Transfer or risk starts with acceptance of the contractual service.

§ 11 Non-disclosure

11.1 The Processor shall undertake to treat all obvious, business and technical details made known to him through the business relationship as a trade secret, and secure these against unauthorized inspection, loss, or use. Drawings, models, templates, samples and similar items provided or created at the cost of EASY remain the property of EASY and may not be made accessible or provided to unauthorized third parties without written permission by EASY. Copying such items is only permitted as part of business requirements and copyright provisions. The documents surrendered to the Processor have to be returned to EASY without prompting after completion of the work, taking the non-disclosure provision into consideration, or to be safely destroyed after consultation with EASY. The Processor shall not keep or retain any copies, duplicates, etc. unless he is obliged to archive them by law. Unless there are other rights, EASY may demand their surrender once the Processor violates his duties.

11.2 Employees and subcontractors must be obligated accordingly.

11.3 Unless the assignment includes other provisions, this obligation to non-disclosure shall continue to be valid five (5) years after delivery and/or service.

§ 12 Liability for defects

12.1 Unless the statute of limitations for material defect liability claims is agreed separately, the Processor shall guarantee that his contractual service be error-free during a period of 36 months from sign-off of the overall service by EASY or its end customer; however, in any event not later than 48 months from delivering the overall service to EASY. This statute of limitations applies regardless of operational service life. EASY shall immediately report errors once these have been identified by the situation of the proper business cycle. In this regard, the Processor forgoes the objection of notice of defect. Notice of defect interrupts the limitation period of the claims of defects with regard to the defective part of the delivery until the defect has been completely removed. Legal deficiencies, defects of a building and defect of a plant whose success is in rendering scheduling and monitoring services for building, shall lapse after the statute of limitations.

12.2 EASY may assert legal warranty claims to its own choice, as well as demand substitute delivery or rectification. In the event of rectification or substitute delivery, the Processor shall be obliged to remove the defects immediately free at destination at his cost, or to render the service again. He has to bear all cost incurred in the context of rectification or substitution including required travel and subsistence expenses.

12.3 In urgent cases, e.g. in case of imminent danger or in cases where EASY's own service duties require immediate rectification, EASY itself can perform rectification, or through third parties, without setting a deadline, at the cost of the Processor. The same applies if the Processor has delivered after occurrence of the delay.

12.4 Otherwise, the statutory provisions apply in addition.

§ 13 Liability

13.1 If claims are asserted against EASY on the basis of strict liability towards third parties under a law which cannot be stipulated, the Processor shall be liable to EASY to the extent that he would also be directly liable. For compensation of damages between EASY and the Processor, the principles of § 254 BGB (German Civil Code) apply.

13.2 Apart from that, the Processor shall be liable as part of the statutory provisions.

§ 14 Commercial proprietary rights

14.1 The Processor shall be liable for claims arising from the infringement of industrial property rights granted and applied for in connection with the use of the supplies and services in accordance with the contract. The Processor exempts EASY and its customers from all claims arising from infringement of such property rights. This shall not apply if the Processor uses drawings, models, data, etc. surrendered by EASY and if he does not know or is not required to know in the context of services rendered by him that this violates proprietary rights.

14.2 In the event of infringement, EASY shall be entitled to obtain from the owner of such proprietary rights the necessary approval for the delivery, operation, use, resale, etc. of the delivery item at the cost of the Processor. This shall not affect indemnity claims by EASY in excess of this.



EASY SOFTWARE

§ 15 Work result rights

- End -

15.1 EASY as well as the companies associated with it according to § 15 German Stock Corporation Law (AktG) will receive an exclusive, unrestricted and irrevocable exploitation right, which is transferable and settled by the total remuneration, to the order performance as a whole, as well as to its essential parts.

With regard to the proprietary rights that the order performance includes, the following terms are deemed to be agreed:

15.2 EASY has a privilege to maintain protection in respect of all inventions made by the Processor or its employees alone or jointly with EASY employees within the scope of the contract work. The Processor shall ensure the possibility of exercising the privilege of EASY by offering all inventions reported to him in connection with the commissioned work or otherwise made known to him in writing for acceptance free of charge not later than two months after reporting by EASY. If EASY is not interested in obtaining sole proprietary rights in its own name, the Parties will either agree via a joint proprietary rights application, or EASY will declare in writing its consent to sole proprietary rights application on the part of the Processor.

15.3 In the event of a sole application for proprietary rights by the Processor, or if the Processor is using proprietary rights in his contractual work that existed with him or have emerged regardless of the contractual work, the Processor hereby grants EASY and its affiliated companies within the meaning of § 15 AktG the non-exclusive, irrevocable, transferable, temporal, local and, in terms of content, unlimited right to use the services ordered with the intellectual property rights contained therein free of charge in any manner whatsoever, in particular to reproduce, circulate, distribute, change and process them.

15.4 The Processor is solely responsible for the remuneration of his employees in accordance with the Act on Employee Invention Compensation (Gesetz über Arbeitnehmererfindungsvergütungen).

15.5 In the event of commissioning subcontractors the Processor is responsible to ensure that the same rights are, analogously, available to EASY and companies associated with it within the meaning of § 15 AktG.

§ 16 Termination, contract termination

16.1 In the event of extraordinary termination by EASY, the Processor shall only be entitled to bill his services rendered by the date of termination according to the relation of the rendered portion to the overall value of the respective individual order inasmuch as EASY makes use of this. In addition, EASY may demand also partially completed services against reimbursement of the costs demonstrably incurred, but at most the amount corresponding to the value of the partially completed service in proportion to the total value of the respective individual order.

16.2 If the Processor stops payments or if insolvency procedures to his assets or out-of-court settlement procedure are applied for, EASY shall be entitled to terminate the contract with immediate effect. In this case, the above 16.1 shall apply accordingly.

§ 17 Processor's Corporate Responsibility

17.1 The Processor shall undertake to comply with the principles of the EASY Code of Conduct (handed over to the Processor and/or available at www.easy.de/coc).

17.2 Inasmuch as the Processor uses third parties in accordance with the regulations on subcontracting (see above) to fulfill his tasks arising from the business relationship existing with EASY, he undertakes to also hand over the EASY Code of Conduct to these third parties and to oblige them to comply with it.

17.3 If the Processor violates the principles of the EASY Code of Conduct, EASY shall be entitled to extraordinary termination of the respective contractual relationship with immediate effect.

§ 18 Other agreements

18.1 The place of performance for the services and deliveries under the respective individual order shall be the headquarters or the registered office of the branch or company of EASY placing the order, unless another place of performance is specified in the individual contract.

18.2 In addition to these terms and conditions, the law of the Federal Republic of Germany applicable to domestic legal relations applies exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). In the event that the services to be rendered by the Processor are work deliveries within the meaning of § 651 BGB (German Civil Code), in deviation from § 651 BGB (German Civil Code), the provisions of the law on contracts for work and services apply instead of the provisions of the BGB (German Civil Code) concerning the law of sales in accordance with and in addition to these terms and conditions.