

General Purchasing Conditions of Bundesdruckerei GmbH for Supplies and Services

1. General

- 1.1. **Scope of validity** – These general terms and conditions shall apply to all present and future business relations of Bundesdruckerei GmbH (hereinafter referred to as "Bundesdruckerei") for contracts regarding the delivery of goods and rendering of services irrespective of whether the contractual partner (hereinafter referred to as the "supplier") produces the goods himself, purchases such goods from other suppliers or makes use of the services of third parties.
- 1.2. **Conflicting terms and conditions** – Any conflicting, supplementary or deviating provisions by the supplier shall not be accepted, even when made known, unless the binding nature of such provisions has been explicitly agreed to in writing. The foregoing shall also apply if Bundesdruckerei does not specifically reject such conflicting terms in each case or if reference is made to correspondence containing or referring to the terms and conditions of the supplier or of a third party. Bundesdruckerei specifically rejects any terms and conditions of the supplier that would involve Bundesdruckerei in a boycott that goes beyond the applicable statutory EU and UN embargo regulations or that would constitute statements to this effect from Bundesdruckerei.
- 1.3. **Transfer of rights under the agreement** – The supplier shall not be entitled to transfer to third parties any rights or obligations under any agreement without Bundesdruckerei's approval. This shall not apply if the purchase price claim is assigned in advance within the scope of extended reservation of ownership.

2. Order and payment

- 2.1. **Requirement of the written form** - Orders or confirmation of orders shall not be valid unless made in writing, sent by telefax, via the Internet or per e-mail. The foregoing shall also apply to any amendments or modifications. Failure to respond to offers and order confirmations shall not be deemed as acceptance thereof.
- 2.2. **Changing the order** – Bundesdruckerei reserves the right to change the performance specifications for the supplies or services requested subject to reimbursement of any proven and reasonable additional costs in as far as such change can be made within the scope of supplier's normal performance without any significant additional work and if such change can be reasonably expected of the supplier. In the event that such changes result in delays in delivery, which cannot be avoided under supplier's normal production and working conditions and even with reasonable efforts on the part of the supplier, the originally agreed date for delivery shall be extended accordingly.
- 2.3. **Prices** – Prices shall be stated excluding value added tax. Such prices are fixed prices and shall be free the place of destination and performance. In the case of services, such prices shall include all ancillary costs, such as wages and material. Packaging costs shall only be refunded if such costs are agreed to separately. Such costs shall be credited to Bundesdruckerei against freight-prepaid return of the

packaging. These prices shall be deemed as full payment for all deliveries, services and ancillary services which, according to the quotation documents and drawings or catalogues of the supplier, form part of the delivery or production in a condition ready for acceptance as stated in the order. In the case of weight prices, the official weighing record shall be valid, otherwise, the weight identified by Bundesdruckerei shall be valid.

- 2.4. **Invoices** – A prerequisite for the due date of payments is the orderly rendering of accounts. All invoices must meet the legal requirements, especially those of the UstG (VAT Act) and E-RechV (E-Invoice Regulation). Invoices are to be issued with reference to Bundesdruckerei's order number and must contain all information necessary for an audit. Any additional or reduced performance shall be listed separately in the invoice.
- 2.5. Bundesdruckerei has been legally obliged to receive electronic invoices (xInvoices) via digital channels since 27 November 2020. For the transmission of an xInvoice, the OZG-compliant incoming invoice platform (OZG-RE) at <https://xrechnung-bdr.de> should be used with the routing ID: 992-80152-82. Contact us by E-mail (Sendersupport-xrechnung@bdr.de) or phone (+ 49 (0)30 25 98-4436) if you have any questions.
- 2.6. Insofar as the supplier is not obliged to submit electronic invoices in accordance with the E-Invoice Regulation, they must send invoices exclusively as a PDF document to the following email address: ingangrechnung@bdr.de
- 2.7. **Payment** – Deadlines for payment shall commence with proper invoicing on the date specified, however, no earlier than on the day the invoice is received in as far as acceptance has taken place or, in the case of a delivery, the delivery has been received and no complaints found. All payments shall be made to the supplier's account specified in the respective invoice.

3. Delivery and completion

- 3.1. **Delivery time** – Agreed delivery and performance dates shall be binding; this shall also apply to intermediate dates. Adherence to delivery and performance dates or deadlines shall be contingent upon receipt of the delivery at the place of delivery or use as specified by Bundesdruckerei or, in the case of services, successful acceptance as scheduled or record of performance signed by Bundesdruckerei. As soon as the supplier recognises that he is unable to fulfil his contractual obligations, whether partially, fully or on time, he shall report this to Bundesdruckerei immediately stating the reasons for such delay and the expected length of the delay.
- 3.2. **Delayed delivery or performance** – In the event that the supplier fails to perform his delivery or service or in the event that his delivery or service is not rendered within the agreed period (hereinafter called "delay in delivery"), the supplier shall be liable pursuant to the statutory provisions. In the event of a delay in delivery, Bundesdruckerei shall be entitled to charge a penalty of 1% of the contract value for each full

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week of delay, however, no more than 5% of the value of the contract. Such penalty shall be imposed until final payment is due and payable without requiring a reservation pursuant to Section 341, subsection 3 of the German Civil Code [§ 341 Abs. 3 BGB].

- 3.3. **Premature delivery or performance** – Premature delivery or performance as well as deliveries or services outside the stated acceptance times shall be subject to agreement with Bundesdruckerei. The foregoing shall also apply to partial or excess deliveries and changed services.
- 3.4. **Delivery** – Deliveries shall include a delivery note and packing slip - when necessary, opening instructions for security-sensitive goods - and in the case of services records of performance. Any shipping notices, delivery notes, packing slips, bills of freight, invoices and external packaging, etc. shall bear the Bundesdruckerei order number. Partial or balance deliveries shall be identified as such.
- 3.5. **Performance of services on the factory premises** – Services shall only be performed on the factory premises following instruction and in agreement with an employee in charge. The company rules and the applicable standards and guidelines, especially of the Employers' Liability Insurance Association, shall be observed. Visitors shall only be permitted to stay in the work areas foreseen on the premises for the duration of the work to be performed. Use of Bundesdruckerei's tools or power shall be subject to prior agreement. The supplier shall only use tested and marked work equipment on Bundesdruckerei's factory premises. The work area shall be kept clean at all times and shall be cleared once work has been completed.
- 3.6. **Risk of loss** – The supplier shall bear the risk of loss, accidental loss or damage up to the point of complete handover to Bundesdruckerei or acceptance of the supplies or services by Bundesdruckerei. In the case of services, the supplier shall not be responsible for the accidental loss or accidental deterioration of a substance supplied by Bundesdruckerei.
- 3.7. **Taking back packaging** – Packaging shall be returned free of charge to the supplier at the place where the goods are handed over.
- 3.8. **Force majeure** – Cases of force majeure are deemed to be war, internal unrest at the production location, strike, major natural catastrophes, epidemics or other external events which are unavoidable and through no fault of our own, unrelated to our business operations and impossible to avoid even by exercising the utmost, reasonably practicable care. Events of force majeure and their expected duration must be notified to the Bundesdruckerei by the supplier without delay should such events affect the proper fulfilment of the supplier's performance obligations. The Bundesdruckerei is then entitled to rescind the contract in the event of permanent impediments to performance due to the unfulfilled part, in whole or in part / with regard to the deliveries and services concerned. Should the hindrances be of a temporary nature, the Bundesdruckerei is entitled to rescind the

contract after a period of 30 days or to demand performance of the delivery or service at a later date. Other rights of rescission remain unaffected. Should events of force majeure occur at the Bundesdruckerei, the Bundesdruckerei is then relieved from the obligations of the contract for the period of the continuation of the force majeure; in particular, Bundesdruckerei is not in default of acceptance.

4. Handover and acceptance

- 4.1. **Retention of ownership** – Ownership of the goods delivered shall be passed on to Bundesdruckerei at the time of payment or settlement at the latest.
- 4.2. **Testing/inspection** – In the event that tests/inspections are foreseen for the subject matter of the delivery or service and when nothing to the contrary has been agreed to, the supplier shall bear all the costs of testing, with the exception of expenditure for Bundesdruckerei's staff. In the event that repeated or other tests or inspections are required as a result of defects found, the supplier shall bear all the costs for such tests/inspections. The supplier shall bear the costs for material certificates for primary materials.
- 4.3. **Acceptance** – Acceptance by Bundesdruckerei at the place of destination shall be contingent upon the condition of the subject matter of the delivery or service. In the event of defective or incorrectly delivered goods/services, Bundesdruckerei shall be at liberty to accept or refuse acceptance, when necessary, with reservations. Neither acceptance nor approval of submitted samples shall result in Bundesdruckerei waiving its warranty claims. The time of payment shall have no influence on the supplier's warranty and the right to report complaints.
- 4.4. **Notice of defects** – Evident defects (i.e. defects that can be immediately detected without inspection) shall be deemed to be reported in due time if such defects are reported within 5 working days after delivery. Apparent defects, which do not come to light until an inspection is carried out as part of ordinary business, shall also be deemed to be reported in due time if such defects are reported within 5 working days after delivery. In the event that inspection takes more than one day, the period of notice for reporting defects shall be extended by the time needed for such inspection. Hidden defects shall be reported within 10 working days following their discovery.

5. Warranty and liability

- 5.1. **Properties** – The supplier represents and warrants that his delivery or service has no defects that could impair the value or suitability of his delivery or service, that it has the properties or specifications agreed to, is suitable for the use contemplated in the contract, and that it complies with the generally accepted technical standards, the latest public authority regulations and the applicable safety requirements.
- 5.2. **Applicable statutory rights** – In the event that the delivery or service does not comply with the properties as contemplated in 5.1 heretofore, Bundesdruckerei shall be entitled to the applicable

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statutory rights and remedies. In the event that the supplier has assumed a guarantee for the properties or durability of the delivery, Bundesdruckerei shall also be entitled to raise claims under the guarantee.

- 5.3. **Statute of limitations** – The statutory provisions are applicable. The warranty period for spare parts shall total two years following installation/commissioning and shall end 4 years following delivery at the latest. The supplier's warranty shall also apply to parts produced by sub-suppliers.
- 5.4. **Product liability** – The supplier shall indemnify Bundesdruckerei with regard to any claims raised as a result of domestic or foreign product and manufacturer liability legislation in as far as the product defect is due to the goods delivered by the supplier. The supplier shall ensure sufficient insurance coverage for all risks resulting from product liability, including the risk of call-back. When requested to do so, the supplier shall furnish proof of such insurance.
- 5.5. **Equal treatment** – In the event that employees of Bundesdruckerei are discriminated or harassed by the supplier or his employees within the meaning of the German General Equal Treatment Act, the supplier shall indemnify and hold harmless Bundesdruckerei against any claims for damages which Bundesdruckerei's employees may raise against Bundesdruckerei.
- 5.6. **Spare parts** – The supplier shall be obliged to keep spare parts for the products supplied to Bundesdruckerei for a period of at least two years after delivery. In the event that the supplier intends to discontinue the production of spare parts for products supplied to Bundesdruckerei following such two-year period, he shall notify Bundesdruckerei immediately of such decision regarding discontinuation. Subject to sentence 1, such decision shall be made at least six months prior to discontinuation of production.

6. Documents, intellectual property rights, advertising

- 6.1. **Production documents** – All drawings, standards, guidelines, recipes and other documents made available by Bundesdruckerei to the supplier in order to produce the delivery or to perform the service, as well as the documents prepared by the supplier on the basis of specific instructions issued by Bundesdruckerei, shall remain the property of Bundesdruckerei and shall not be used by the supplier for any other purpose, nor shall any such drawings, standards, guidelines, recipes and other documents be copied or disclosed to third parties. If requested by Bundesdruckerei, such documents and all copies thereof shall be sent to Bundesdruckerei immediately and free of charge. Bundesdruckerei reserves the industrial property rights in all documents made available to the supplier. The supplier shall regard the inquiry, order and any other documents as business secrets and treat any such documents as confidential. The supplier shall be liable for any damage caused to Bundesdruckerei as a result of failure to observe this obligation.

- 6.2. **Documents for current use** – Any documents which Bundesdruckerei requires in order to use, erect, assemble, process, store, operate, maintain, service and repair the delivery or the service shall be made available by the supplier on time and free of charge without being specifically requested to do so.

- 6.3. The standards and guidelines listed by Bundesdruckerei shall apply in their latest versions. In the event that the supplier is not already in possession of the works standards and guidelines of Bundesdruckerei, he shall request these from Bundesdruckerei.

- 6.4. **Intellectual property rights** – The supplier warrants in relation to Bundesdruckerei that the delivery and use of the subject matter of the delivery or of the service shall not constitute any violation of patents, licenses or other third-party rights. The supplier shall bear the costs of any license fees.

- 6.5. **Advertising** – Any reference to the business relationship with Bundesdruckerei in information and advertising material shall be subject to explicit written approval by Bundesdruckerei. In the event that this approval is revoked, such reference shall be removed immediately from electronically disseminated material.

7. Export control and customs

- 7.1. **Information in the delivery documents** – Without being requested to do so, the supplier must provide the following information in the delivery documents:

- Statistical goods No.
- List position according to German and European export control regulations as well as the Export Control Classification Number (ECCN) if US re-export regulations apply
- Marking of goods specially designed for military use
- One contact person for export control
- Non-preferential indications of origin

Also to be provided on request:

- Proper proof of origin
- Information on the composition of the goods and individual components relevant for compliance with US (re-)export regulations

- 7.2. **Customs** – The supplier domiciled in the European Union is obliged to deliver Union goods within the meaning of Art. 5 No. 23 of the Union Customs Code.

The non-Union supplier is obliged to advise non-Union goods within the meaning of Art. 5 No. 24 of the Union Customs Code at the following address, enclosing the commercial invoice described in Section 2.4: customs@bdr.de.

Bundesdruckerei will not be represented in customs matters by the supplier himself or a commissioned third party.

- 7.3. **Breach of duty** – In the event that the supplier violates an obligation pursuant to No. 7, he will be obliged to indemnify Bundesdruckerei against all claims for damages by third parties arising therefrom and to

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reimburse Bundesdruckerei for other expenses and damage, whether material or immaterial, including in particular fines or penalties.

8. Compliance with the German Minimum Wage Law

- 8.1. Effective as of 1 January 2015, the supplier guarantees to Bundesdruckerei that he will pay his employees at least the statutory minimum wage within the meaning of section 22 of the German Minimum Wage Law (Mindestlohngesetz (MiLoG)).
- 8.2. The supplier warrants and represents that he will perform the contractual services himself. Any use of subcontractors or personnel agencies is subject to Bundesdruckerei's prior consent. Such consent shall be granted unless Bundesdruckerei's reasonable interests prohibit this. Such consent shall, in particular, be granted if the subcontractor or personnel agency was obliged to abide by the obligations under the German Minimum Wage Law in a manner analogous to this agreement and further if the subcontractor and/or the personnel agency have, for their part, undertaken to oblige any further subcontractors or personnel agencies to abide by the German Minimum Wage Law under same or comparable conditions.
- 8.3. For the purposes of the internal relationship between the supplier and Bundesdruckerei, the supplier shall indemnify and hold harmless Bundesdruckerei against any claims which any third party may have in conjunction with or under section 13 of the German Minimum Wage Law in any case of a possible violation of the provisions of the German Minimum Wage Law. This shall also apply to any costs which Bundesdruckerei may have to pay as a result of any claims raised by the employees or third parties (including, but not limited to, social insurance companies). This shall also include attorneys' fees for the extrajudicial or judicial defence which may become necessary against any claims.
- 8.4. In the event that, notwithstanding the foregoing, Bundesdruckerei is held liable for obligations of the supplier or any subcontractor employed by him for payment of minimum wage or other benefits pursuant to section 13 of the German Minimum Wage Law, Bundesdruckerei shall have a right of retention of any payments due to the supplier and, following fulfilment of such payment obligations, shall also expressly be entitled to set-off against any claims which the supplier may have against Bundesdruckerei.
- 8.5. The supplier shall be obliged to support Bundesdruckerei with regard to the defence of civil-law actions for payment of the minimum wage and to furnish full information in due course to Bundesdruckerei to this effect. The same shall apply in the event of any administrative proceedings or investigations. A right to issue third-party notice within the scope of litigation shall remain unaffected thereby.
- 8.6. In order to protect the claims and rights as aforestated, Bundesdruckerei shall be entitled to request at any time that the supplier furnish

reasonable security for the performance of his obligations under the German Minimum Wage Law. Such security can be furnished in the form of a guarantee. In such case, an unlimited, absolute guarantee issued by a bank to be approved by Bundesdruckerei beforehand shall be submitted. In the event that the supplier fails to furnish such security within two weeks after Bundesdruckerei's written request, Bundesdruckerei shall be entitled to cancel the contract. Such security shall exclusively serve to secure the customer's rights and claims for compliance with the provisions of the German Minimum Wage Law; retention due to or setting off against other claims which Bundesdruckerei may have shall not be permitted. The security shall be returned no later than six months after complete performance of the contract on condition that by that time no claims have been raised against Bundesdruckerei in conjunction with this agreement. Bundesdruckerei reserves the right to refuse release of the security even after such time if no later than on expiry of the release deadline concrete indications exist that suggest that the supplier has violated the obligations to pay the minimum wage and that there is a risk that future claims may be raised against Bundesdruckerei. In the event that the supplier violates the provisions of subsections 1 and 2 above, Bundesdruckerei shall be entitled to retain performance under this agreement as a whole or in part. Furthermore, Bundesdruckerei shall be entitled to terminate this agreement as a whole for cause and with immediate effect without any prior warning be required.

- 8.7. Claims for damages shall remain unaffected by any exercising of the rights as aforestated.

9. Miscellaneous provisions

- 9.1. **Compliance** – Acting in accordance with the laws and regulations (compliance) is the highest imperative of the Bundesdruckerei group, which expects the same from its business partners. Therefore Bundesdruckerei will not tolerate any violation of laws or rules whatsoever. The supplier hereby declares to adhere to this standard, too.
- 9.2. **Applicable law** – The laws of the Federal Republic of Germany shall apply, with the parties waiving the United Nations Convention on Contracts for the International Sale of Goods.
- 9.3. **Place of performance and jurisdiction** – If nothing to the contrary is stated in the order, the place of performance shall be the place of receipt determined by Bundesdruckerei. In as far as the supplier is a merchant as defined by German commercial law, the sole place of jurisdiction for both parties for all disputes arising hereunder shall be Berlin.
- 9.4. **Partial invalidity** – In the event that individual provisions of these general purchasing conditions are or become partially or fully invalid, the validity of the remaining provisions shall remain unaffected by such invalidity.