

## SPECIAL PURCHASING CONDITIONS FOR IT

### – HARDWARE –

#### 1. SCOPE

These special conditions of the GPC-IT ("**GPC-IT HW**") apply to the purchase of computers, computer accessories, servers, other accessories and other hardware (referred to jointly as "**Hardware**") from the Supplier in the area of information technology, including telecommunications technology in the version applicable at the time the contract was concluded, with the general conditions of IT as a standard contractual component.

The current valid version is available on the DEKRA procurement website [www.dekra.com/en/general-purchasing-conditions-and-it](http://www.dekra.com/en/general-purchasing-conditions-and-it)

#### 2. GENERAL PERFORMANCE REQUIREMENTS, QUALITY AND ORGANIZATION OF SERVICES

- 2.1 **Delivery of a system** Unless agreed otherwise, the Supplier shall supply the Hardware described in the order, with the accompanying system and operating software (referred to jointly as "**system**"), including the accompanying documentation. The installed system and operating software shall be supplied with systems which shall also be provided on standard data carriers.
- 2.2 **Documentation.** Unless agreed otherwise, documentation and instructions must be provided in German if the Hardware is destined for German-speaking countries, or otherwise in English.
- 2.3 **Quality and certification** The Hardware shall be certified to the extent necessary, and in particular, shall bear the CE mark. It shall correspond to the latest state of technology.
- 2.4 **Integration and trial operation.** The Supplier shall instruct and support DEKRA, insofar as this is necessary to carry out testing and trial operation, or in order to use the Hardware. Systems shall be provided and transferred to DEKRA ready to use. In order to achieve readiness for use, the Supplier shall set up, install, configure and integrate the systems. A system is tested for completeness and freedom from defects in test and trial operation. The Supplier shall support DEKRA in doing so. If defects are identified during the test and trial operation, the Supplier shall supply another system that is free from defects.

- 2.5 **Delivery date and location.** Hardware shall be supplied to the agreed location on the agreed date. Agreed deadlines and terms are binding unless agreed otherwise.
- 2.6 **Packaging.** The Supplier shall dispose of the packaging of the Hardware for DEKRA free of charge. Upon request from DEKRA, the Supplier shall collect the Hardware after use and shall dispose of the Hardware in accordance with the legal requirements and at its own cost.

### 3. RIGHTS OF USE

- 3.1 Upon delivery of the Hardware, the Supplier shall grant DEKRA a non-exclusive, irrevocable, transferable right of use to the system and operating Software that is not restricted in terms of time, location and content. This right of use includes in particular the right to edit, manage the system and operating Software, as well as the development of programs which run together with the system and operating Software, also by third parties for DEKRA. This shall also apply respectively to patches, updates, upgrades and new versions of the system and operating software and the accompanying Documentation provided by the Supplier.
- 3.2 DEKRA is entitled to also use supplied system and operating softwares on other Hardware or in virtual systems.

### 4. REMUNERATION

All services according to no. 2 and 3 of this GPC-IT HW are included in the purchase price and shall not be remunerated separately.

### 5. WARRANTY AND LIABILITY

- 5.1 The statutory provisions and the regulations of the GPC as well as the GPC-IT HW shall apply without restriction to the rights and claims of DEKRA in the case of material defects or defects of title relating to the Services, and to any other breaches of obligation by the Supplier.
- 5.2 **Supplementary performance.** The Supplier shall immediately correct defects within the warranty period, taking into account the interests of DEKRA.
- 5.3 As a short-term measure, a replacement or workaround solution may be provided in order to temporarily correct or avoid the consequences of a defect. However, this shall not constitute a final remedy.
- 5.4 **Defects of title.** If third parties assert claims against DEKRA for breach of intellectual property rights or copyrights (hereinafter: "**third-party rights**") through the use

of the system and operating software, and/or if their use is impaired or prevented as a result thereof, the Supplier shall be liable as follows:

- 5.4.1 The Supplier shall choose either to procure the required rights of use or shall change or replace the system and operating software so that it no longer violates the third-party rights but still corresponds to the contractually owed system and operating software, at its discretion. If this is not possible for the Supplier, upon request by DEKRA it shall collect the system and refund the remuneration paid, less the amount amount pro-rated to the time of use.
- 5.4.2 In addition, the Supplier shall indemnify DEKRA against all third-party claims and claims asserted by third parties due to the breach of third-party rights.
- 5.4.3 Conditions for the liability of the Supplier shall be, that DEKRA
  - (a) must inform the Supplier of third-party claims
  - (b) shall not acknowledge the asserted violation of third-party rights, and
  - (c) shall leave any dispute, including any out-of-court settlements, to the responsibility of the Supplier or shall handle such disputes and settlements only in cooperation with the Supplier.
- 5.4.4 Court and legal costs incurred by DEKRA as a result of the legal defense shall be charged to the Supplier.
- 5.4.5 If DEKRA itself is responsible for the breach of property rights, then no claims may be asserted against the Supplier.

## **6. EXPORTS**

- 6.1 The Supplier is obligated to comply with all applicable export regulatory provisions in conjunction with a delivery of Hardware, and in particular, shall independently obtain all authorizations required under export regulations at its own cost and shall provide DEKRA with all required information.
- 6.2 Insofar as the Supplier procures the Hardware in whole or in part from third parties, it shall ensure that the same shall come from secure sources and has been exported, imported and supplied subject to and in compliance with all applicable export regulation provisions of the country of manufacture / shipping.