

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/.

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 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 to use the Hardware. Systems shall be provided and transferred to DEKRA ready to use. 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.
- 2.7 **EOL or EOS.** The supplier agrees to notify DEKRA in writing at least 12 months in advance of any planned discontinuation of the manufacture, distribution, or product support for any hardware supplied, including the associated system and operating software (End-of-Life – EOL or End-of-Support – EOS). The notification must include, at a minimum, the respective date of EOL or EOS, the scope of the affected services, and the available successor or replacement products. The Supplier must also inform DEKRA of the options and conditions for continued use, replacement procurement, and the availability of spare parts, updates, security updates, and other support services. Unless a longer period has been agreed upon, the supplier must continue to provide the agreed-upon product support in accordance with the contract until the announced EOS date and must provide DEKRA with appropriate support during the transition to a successor or replacement product.
- 2.8 **Availability of replacement Parts.** The supplier agrees to keep replacement parts available for the delivered hardware, including its hardware components, for a period of at least 5 years from the date of the last delivery. This also applies to components required for the safe, contractually compliant operation, maintenance, or repair of the hardware. The supplier must inform DEKRA in a timely manner of any intended discontinuation of spare parts availability and, if available, offer equivalent or technically compatible spare parts. The spare parts must meet at least the contractually agreed requirements in terms of their technical suitability and compatibility.

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 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

- 4.1 All services according to section 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 provisions of the GPC and the GPC-IT HW, as well as applicable statutory provisions, shall govern DEKRA's rights and claims in the event of material defects or defects of title in the service and in the event of other breaches of duty by the supplier. The supplier is also liable to ensure that the digital elements comply with the requirements of Section 475b (2) of the German Civil Code (BGB) during the provision period, but for at least a period of two years from the delivery of the goods.
- 5.2 **Supplementary performance.** The Supplier shall immediately correct defects within the warranty period, considering the interests of DEKRA.
- 5.3 As a short-term measure, a replacement or workaround solution may be provided 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**") using 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 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.

5.5 **Security updates, firmware updates, and bug fixes.** The supplier shall provide security updates, firmware updates, and bug fixes for the delivered hardware, including the associated system and operating software, during the support period specified by the manufacturer, but for at least five years from the date of the last delivery. These updates will be provided immediately upon availability and without separate compensation, unless the parties have agreed otherwise. The supplier shall inform DEKRA of security-related updates and bug fixes, as well as their availability, and shall assist DEKRA with their installation to the extent necessary for the secure and contractual operation of the hardware.

6. EXPORTS

6.1 The Supplier is obligated to comply with all applicable export regulatory provisions in conjunction with a delivery of Hardware, and 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.

6.3 **Cybersecurity.** The supplier warrants that the delivered hardware, including the associated system and operating software, do not contain any critical security vulnerabilities or malicious code components known to the supplier at the delivery time. The supplier shall immediately notify DEKRA in writing of any cybersecurity risks that come to its attention, in particular security vulnerabilities, malicious code components, or other weaknesses that could compromise the security, availability, or integrity of the hardware or the associated system and operating software. The Supplier must immediately provide DEKRA with appropriate measures to minimize risk, as well as any available security updates, firmware updates, or bug fixes. For critical vulnerabilities, the supplier shall immediately – generally within 72 hours of becoming aware of them – provide at least an effective workaround or risk mitigation measure; a permanent fix shall be provided as soon as it becomes available. For high-severity vulnerabilities, the supplier shall immediately provide appropriate risk mitigation measures and, as a general rule, make available fixes within 14 calendar days.