

GENERAL PURCHASING CONDITIONS

1. SCOPE AND SEQUENCE

- 1.1 These General Purchasing Conditions ("**GPC**") apply to DEKRA's orders of goods, work and services (collectively referred to as "**Service**" or "**Services**") without any requirement that a reference be included to them, in the version valid at the time the contract was concluded. The current valid version is available on the DEKRA website www.dekra.com/en/general-purchasing-conditions-and-it.
- 1.2 However, they only apply if the Supplier is a merchant as defined in Sec. 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law.
- 1.3 Any company affiliated with DEKRA SE can be considered the client according to these GPC. Affiliated companies in this context are DEKRA e.V., DEKRA Digital GmbH and any other legal unit of the DEKRA corporate group which is directly or indirectly controlled by DEKRA e.V. (collectively referred to in the following as "**DEKRA companies**" as well). DEKRA SE has the right to enter into contracts which shall be effective for the DEKRA companies.
- 1.4 Unless expressly agreed otherwise in specific cases, the following contractual conditions shall apply in the sequence set forth below:
 - 1.4.1 Order from DEKRA
 - 1.4.2 Special purchasing terms
 - 1.4.3 These General Purchasing Terms
 - 1.4.4 Service descriptions
 - 1.4.5 Price list

If and insofar as other DEKRA documents are referred to in the documents named under no. 1.4.1 to 1.4.5, these shall also apply.

- 1.5 Non-disclosure agreements and data privacy agreements concluded between the Parties shall take precedence over the conditions of the GPC. This shall also apply to any framework agreements, freelance employee contracts and similar agreements concluded between the Parties that refer to the GPC. Otherwise, the GPC shall apply exclusively. The general terms and conditions of the Supplier shall not apply. This shall be the case even if DEKRA places unconditional orders with knowledge of the Supplier's terms and conditions, accepts deliveries or other Services, or refers to them directly or indirectly in correspondence, etc. which contain the Supplier's or a third party's terms and conditions. DEKRA shall only acknowledge contrary, deviating or

supplemental terms and conditions of the Supplier if DEKRA expressly consents in writing to their applicability.

2. CONCLUSION OF CONTRACT AND TERMINATION

- 2.1 Only orders in writing or those issued at least by electronically processed signature from DEKRA are binding. This also applies to legally relevant declarations and notices that the Supplier makes following the conclusion of the contract (e.g. deadlines, warnings, withdrawal declarations). An order from the DEKRAshop is sufficient to fulfill the required legal form. The order number stated in the order and the name of the ordering party and company for which they work must be cited in all correspondence.
- 2.2 Before accepting the order, the Supplier must immediately note any obvious errors, or errors which the Supplier should be able to detect based on their expected expertise (e.g. typographical or calculation errors, unusual or illogical time and quantity specifications), incompleteness or ambiguities in the order, including all associated documentation, so that these can be corrected.
- 2.3 Unless a different binding period is cited in the order, the Supplier may accept or decline orders from DEKRA in writing within 5 business days (Monday through Friday). The date of receipt by DEKRA of the acceptance rejection is decisive in this case. An order and its contents must be rejected within 5 business days (Monday through Friday) after receipt of the commission by the Supplier; otherwise, the DEKRA commission is considered to be confirmed by implication.
- 2.4 The following applies to services: DEKRA may terminate any ongoing service contract through ordinary means with a notice period of 10 business days (Monday through Friday).
- 2.5 The following apply to products and work: Individual commissions/orders may be terminated by DEKRA through ordinary means before delivery with notice within 5 business days. If the Supplier incurs financial expenses in preparation for the delivery, these may be substantiated and invoiced up to 80% of the commissioned value. The Supplier's obligation to minimize possible disadvantages resulting from a termination or modification to an individual order by DEKRA remains in full effect and must be substantiated by the Supplier.
- 2.6 The contract thus entered into force, including these GPC, fully represents all agreements concluded between DEKRA and the Supplier in relation to the object of the contract. Any verbal agreements concluded before conclusion of the applicable contract shall not be legally binding and/or are replaced in full by this contract.
- 2.7 DEKRA shall not reimburse expenditures incurred by the Supplier prior to the order being awarded, for visits or the preparation of quotations, projects, plans, etc., or, for instance, for providing further detail on the offer.

2.8 DEKRA may change the specifications of the services which have not been specified or have not been finally specified between the Parties at the time the contract was concluded, at its reasonable discretion as defined by Sec. 315 BGB (German Civil Code).

3. GENERAL PERFORMANCE REQUIREMENTS, QUALITY AND ORGANIZATION OF SERVICES

3.1 **Service quality.** The Supplier guarantees that the Services it owes shall conform to the latest state of the art and to relevant domestic and international regulations, provisions and directives at the time such services are provided. DEKRA must be informed in writing of any planned technological changes at least 6 months in advance. The Supplier is obligated to ensure, by means of appropriate measures, that the technological change is cost-neutral and will not cause an operational disruption for DEKRA. The Supplier must perform a quality assurance check that is suitable for the type and scope of Services involved and that conforms to the latest state of the art, and – upon request – must provide proof of this to DEKRA in an appropriate form, for example, in case of product liability damages.

3.2 **Compliance with specifications** The Supplier is obligated to always comply with specifications and to not change them without prior written approval from DEKRA. DEKRA reserves the right to modify the specifications at any time if this should become necessary under relevant statutory provisions.

DEKRA furthermore reserves the right to extend the specifications to storage and transport requirements. DEKRA will inform the Supplier immediately regarding such changes.

3.3 **Passing on manufacturer warranties** The Supplier is obligated to pass on any manufacturer warranties to DEKRA. The Supplier shall provide corresponding declarations and documents to DEKRA promptly and without requiring a request to do so.

DEKRA reserves the right to assert warranty claims directly against the manufacturer. Upon demand from DEKRA, the Supplier is obligated to the assert corresponding claims against the manufacturer.

3.4 **Subcontractors.** The Supplier is not entitled to engage third parties (e.g. subcontractors) to provide the Services without prior written consent from DEKRA.

3.5 **Reporting** Upon written request, the Supplier must provide sales figures, product types and quantities and any additional information electronically and in a structured manner for all orders placed with the Supplier by DEKRA.

4. RIGHTS OF USE

The Supplier shall provide the Services free from legally enforceable rights of third parties. The Supplier shall irrevocably provide DEKRA, for all known and future types of use, exclusive rights of use and exploitation of the works created and other services based on the order, unlimited in terms of content, time and territory , including the right to modify the service, to further develop it or to destroy it.

5. DEKRA'S DUTIES OF COOPERATION

- 5.1 DEKRA shall fulfill the agreed duties of cooperation insofar as these are specified and agreed upon in the contract with respect to quantity, type and scope.
- 5.2 DEKRA shall provide the Supplier with requested documentation or information – if available – on the agreed dates. If information or documentation may not be disclosed because of third-party rights, this shall not represent insufficient cooperation.
- 5.3 The Supplier shall immediately submit complaints regarding insufficient cooperation by DEKRA in writing, otherwise, DEKRA shall not be in default with respect to such cooperation. DEKRA is only responsible for insufficient or delayed cooperation if DEKRA is responsible for the deficiency.

6. PLACE AND TIME OF SERVICE, OTHER DELIVERY METHODS

- 6.1 The Supplier must pack and ship dispatched services in accordance with the requirements of the Service and according to statutory provisions. The Supplier shall collect the packaging material at its own cost upon request from DEKRA.
- 6.2 A delivery slip must be enclosed with each delivery, which must list all identifying information included in the order, such as DEKRA order no., article no., batch no., and item no. Agreed partial or remaining deliveries must be identified separately. The delivery slip must be enclosed in such a way that the content of the delivery can be determined without opening the package.
- 6.3 DDP delivery address Incoterms 2020 applies for all deliveries.
- 6.4 DEKRA must be notified of the shipment in such a way that DEKRA shall receive information regarding quantities, dimensions and weights at the latest by 4:00 PM of the workday prior to the day of delivery. This also applies to any special regulations for handling the delivery, especially for unloading, transport and storage in our area of operation.
- 6.5 Risk shall only be transferred to DEKRA upon handover to DEKRA at the place of fulfillment. This shall also apply if a sale by delivery to a place other than the place of performance has been agreed. If a turnover has been agreed upon, the risk shall only be transferred upon successful acceptance of the turnover. The statutory provisions

regarding the transfer of risk shall remain unaffected by any delayed acceptance by DEKRA.

- 6.6 The Supplier must provide the documentation, especially test reports, factory certificates, drawings, plans, operating instructions and repair manuals required for acceptance, operation, product specifications, maintenance and repair of the delivery objects free of charge and in a copyable format.
- 6.7 A formal acceptance must be performed for delivered work

7. DATE OF SERVICE AND DEFAULT

- 7.1 The date of service (delivery date or deadline) stated in the order (or otherwise regulated in these GPCs) is binding. The Supplier shall immediately inform DEKRA in writing if it expects that it will not be able to adhere to a deadline, the grounds therefor, and how long the delay is expected to last.
- 7.2 If the Supplier does not provide its Services or does not do so within the agreed period, or is otherwise in default, DEKRA's rights – notably of withdrawal and compensation for damages – shall be based on the statutory provisions.
- 7.3 If the day on which the Service must be delivered can be determined on the basis of the contract, the Supplier shall be in default upon expiry of this day without this requiring a warning. Statutory requirements to set a deadline before a withdrawal or a claim for damages in lieu of performance shall remain unaffected.
- 7.4 If the Supplier is in default, DEKRA may – in addition to further statutory claims and delivery – demand for our damages due to the delay a flat-rate of 0.5 % of the net price of the delayed delivery of Service per completed calendar week of default, but not more than 5% of the net price of the delayed delivery of Service. DEKRA reserves the right to prove higher damages, and the Supplier reserves the right to prove that DEKRA incurred no damages at all or only significantly lower damages.
- 7.5 The statutory provisions shall apply to any delayed acceptance by DEKRA. Nevertheless, notwithstanding Sec. 296 clause 1 of the German Civil Code (BGB), the Supplier must also expressly offer its Services even if a time according to the calendar is determined for an action to be performed by DEKRA, but which action was not performed within that time period. If DEKRA defaults in the acceptance, the Supplier may demand compensation for additional expenses in accordance with the statutory provisions (Sec. 304 BGB). If the contract pertains to non-fungible items manufactured by the Supplier (Sec. 651 sentence 3 BGB), it shall only be entitled to additional rights (Sections 642, 643 BGB) if DEKRA is obliged to cooperate and is responsible for the failure to cooperate.

8. FORCE MAJEURE

- 8.1 Force majeure denotes all occurrences which are outside the sphere of influence of the Parties, which are unforeseeable or unavoidable, and which prevent fulfillment of this Contract by one Party in full or in part. Such occurrences include, but are not limited to, natural catastrophes, epidemics, earthquakes, floods, lightning strikes, fire, storms, nuclear incidents, pandemics, labor disputes, strikes, lockouts, blockades, war or war-like situations, mobilizations, revolutions or uprisings, sabotage or restrictions due to actions, injunctions or interventions by municipal, state or federal authorities (including, but not limited to, legislative changes, import/export regulations, embargoes, security restrictions, general rulings) or other unanticipated occurrences outside the sphere of influence of the Parties, even if said occurrences result from circumstances which were already foreseeable at the time the contract was signed.
- 8.2 Conditional on number 8.4, the Party invoking force majeure is exempted from its obligation to fulfill the contract as of the time the force majeure occurs, insofar as it immediately informs and credibly demonstrates this to the other Party or, if does not provide immediate notification, it shall be exempted as of the time when the other Party receives notification of the force majeure. Any Party may terminate this contract by written notification to the other party as of the time the force majeure occurs, with the consequence that the Parties are exempted from their mutual service obligations retroactively as of the times indicated in this section.
- 8.3 The Party invoking force majeure is exempted from any claims for compensation as of the times indicated in 8.2, subject to the following section 8.4.
- 8.4 In the event that the force majeure is limited in time, 8.2 and 8.3 apply only insofar as the force majeure prevents the invoking Party from fulfilling its contractual obligations. In this case, the Party that has invoked force majeure is obligated to promptly inform the other Party when the force majeure has ceased.

9. INSOLVENCY

- 9.1 The Supplier shall inform DEKRA without delay if it is no longer able to properly carry out the order due to a substantial deterioration of its financial circumstances or if it intends to file a petition of its own to open insolvency proceedings.
- 9.2 DEKRA shall be entitled to withdraw from the Contract within 14 days after being informed of the aforementioned circumstances. DEKRA may also withdraw partially at its own discretion insofar as partial delivery is ensured. If insolvency proceedings are applied for or opened against the Supplier's assets, or if a petition to open such proceedings is denied due to a lack of assets, DEKRA shall be entitled to withdraw from the Agreement.

- 9.3 Furthermore, opening of insolvency proceedings against the Supplier's assets, or denial to open such proceedings due to lack of funds, or a petition for insolvency proceedings by the Supplier shall also be considered for good cause and shall entitle DEKRA to terminate the Agreement for cause.

10. PAYMENT TERMS

- 10.1 All prices are fixed prices. They shall cover all services and ancillary services of the Supplier (e.g. mounting/installation, assembly, fitting, commissioning, equipping/setting) and all incidental costs (e.g. proper packaging, transportation, insurance for the goods), taxes, customs and other charges.
- 10.2 A separate invoice, the content of which must correspond with the delivery slip, must be submitted for each contract or each individual order after Services are performed. Insofar as a collective invoicing procedure, e.g. quarterly settlement, is agreed upon, the aforementioned provisions apply accordingly.
- 10.3 The Supplier must state in its invoices the DEKRA reference or DEKRA order no. indicated in the order, the registered name of the DEKRA company placing the order, the name of the ordering party and their department. DEKRA shall transmit these information to the Supplier when ordering. If the Supplier fails to state these information in full or in part, DEKRA shall be entitled to reject the invoice. The discount period described under 9.4 shall restart after receipt of the corrected invoice.
- 10.4 Payments shall be made within 30 days less 3 % discount, otherwise in 60 days net. The Supplier shall list agreed discounts separately on the invoice. The period to pay starts upon receipt of the auditable invoice conforming to the agreed requirements, however, not before acceptance of the services.
- 10.5 DEKRA shall not owe interest when payment becomes due (Sec. 353 HGB). Default interest shall amount to 5 percentage points above the base rate. The statutory provisions shall apply in case of default, whereby a written demand from the Supplier shall be required for each case.

11. ASSIGNMENT, RIGHTS OF OFFSETTING AND RETENTION

- 11.1 Without prior written approval by DEKRA, the Supplier shall not be entitled to assign claims against DEKRA to other parties or to allow third parties to collect them.
- 11.2 DEKRA reserves the rights of offsetting and retention, as well as the defense of non-performance (Sec. 320 BGB) to the extent permitted by law. In addition, DEKRA is entitled to offset claims that a DEKRA Company may have against the Supplier.
- 11.3 The Supplier is only entitled to assert a right of retention if
- 11.3.1 its counterclaim is either undisputed or has been upheld in a court of law, or

11.3.2 a claim made in the courts is set ruling at the time of the last hearing, or

11.3.3 the claim is mutually reciprocal with the main claim (synallagmatic contract).

12. WARRANTY AND LIABILITY

The statutory provisions and the conditions of these GPC shall apply without restriction to the rights and claims of DEKRA in the case of material defects or defects of title relating to the Service, as well as to other breaches of duty by the Supplier.

12.1 **Duties to inspect and give notice of defects.** The statutory provisions (Sections 377, 381 HGB (German Commercial Code)) and the conditions of this paragraph shall apply to DEKRA's commercial duties to inspect and give notice of defects.

12.1.1 The duty of inspection is restricted to defects discovered during the incoming goods control under an external assessment, including of the delivery documents, and during a quality check of random samples (e.g. transport damage, incorrect and short deliveries) by DEKRA. In this case, defects must be reported to the Supplier within 14 days of receipt of the Service.

12.1.2 The duty to give notice of defects as to subsequently discovered defects shall not be affected. In this case, defects must be reported within 14 days of discovery.

12.1.3 If acceptance is agreed, there shall be no duty to inspect.

12.2 **Material defects.** If the service is defective, DEKRA may choose either to demand supplementary performance through correction of the defect (repair) or delivery of a defect-free item (replacement).

12.2.1 If the Supplier does not fulfill this obligation within a reasonable period set by DEKRA, DEKRA may correct the defect or arrange to have it corrected (self-remedy) and demand reimbursement from the Supplier for the costs incurred or a corresponding advance payment.

12.2.2 If supplementary performance by the Supplier fails or is unreasonable for DEKRA because of specific circumstances (e.g. due to particular urgency, danger to operating safety or anticipated occurrence of greater damages), then no deadline must be set (or no new deadline must be set). DEKRA shall inform the Supplier immediately of such circumstances, if possible before carrying out the self-remedy.

12.3 The Supplier shall also bear the costs it incurs for the testing and supplementary performance – including any removal and installation costs – even if it is found that there is in fact no defect. DEKRA's liability for damages if it improperly demands correction of defects shall remain unaffected; however, DEKRA shall only be liable if DEKRA knows or is grossly negligent in not knowing that there is no defect.

- 12.4 **Defects of title.** In accordance with the conditions of this section, the Supplier guarantees that Services supplied by it do not breach third-party property rights in the countries of the European Union (EU) and the European Economic Area (EEA), Switzerland, the USA, Canada or other countries where it manufactures the Service or has the Service manufactured.
- 12.5 The Contractual Parties shall immediately inform each other if a third party asserts claims against one of the Parties. The Supplier shall indemnify DEKRA for all claims made by third parties against DEKRA due to a breach of property rights, and shall reimburse DEKRA for all necessary costs connected with this claim. This indemnification shall also apply to costs related to defending against claims. This entitlement shall not apply if the Supplier demonstrates that it is neither responsible for the breach of property rights, nor could have been aware of this breach, having exercised proper due diligence, when providing the Service.
- 12.6 Otherwise, DEKRA shall have the right to reduce the purchase price, or to withdraw from the contract in the event of a material defect or defect of title according to statutory provisions. In addition, DEKRA shall have the right to compensation for damages and expenses according to statutory provisions.
- 12.7 **Contractual penalty.** In case of substantial contract violations (such as defects that significantly impair usability), DEKRA also reserves the right to demand a contractual penalty in an amount to be determined at the discretion of DEKRA, as defined under Sec. 315 BGB.

13. STATUTE OF LIMITATIONS

- 13.1 The mutual claims of the contractual parties shall expire according to statutory provisions, if not otherwise specified hereinafter.
- 13.2 In deviation from Sec. 438 para. 1 no. 3 BGB, the statute of limitations for defect claims is 3 years from the transfer of risk. Insofar as acceptance is agreed, the period of limitations begins upon acceptance. The 3-year period of limitations also applies accordingly to claims due to defects of title, whereby the statutory limitation period for material claims for the restitution of property of third parties (Sec. 438 para. 1 no. 1 BGB) shall remain unaffected; claims related to defects of title shall furthermore not expire in any case as long as the third party can assert the right against DEKRA – in particular, if there is no period of limitations.
- 13.3 The period of limitations for the right of purchase, including the above-mentioned extension, shall apply to all contractual defect claims. to the extent permitted by law. Insofar as DEKRA is entitled to non-contractual claims for compensation due to a defect, the regular statute of limitations (Sections 195, 199 BGB) shall apply, if the

application of the periods of limitations of the law on sales to the purchase right shall not lead to a longer period of limitations in individual cases.

14. INDEMNIFICATION

The Supplier is obligated to indemnify DEKRA (and any company affiliated with DEKRA) for any liability towards third parties or liability claims by third parties resulting from the manufacturing, delivery or storage of the products. The Supplier is obligated to reimburse DEKRA for payments made to settle legitimate claims. The obligation to indemnify and reimburse does not apply insofar as the underlying occurrence is demonstrably the result of grossly negligent or intentional misconduct by DEKRA or one of its employees, proxies, agents or affiliated companies. The Supplier shall be obligated to immediately inform DEKRA of complaints filed or the assertion of claims against the Supplier, and to provide DEKRA with all relevant documentation upon request.

15. INSURANCE

The Supplier shall be obligated to maintain liability insurance with appropriate coverage amounts which would cover damages resulting from the delivery of goods and services, for the duration of the contractual relationship with DEKRA and for an additional period of two (2) years thereafter.

Upon request to do so by DEKRA, the Supplier must provide proof of insurance from the insurer.

The Supplier is obligated to inform DEKRA immediately at dekrashop@dekra.com before making relevant changes to insurance relationships, in particular in the event that it discontinues insurance protection.

Even if the indemnification provided by the insurance should not completely cover damages incurred by DEKRA or third parties, the Supplier's liability towards DEKRA or the affected third parties shall remain in force.

16. COMPLIANCE

16.1 DEKRA expects compliance with the requirements specified in the DEKRA Compliance Guidelines. They form the foundation of collaboration with our partners. The guidelines were developed in view of the valid regulations governing the responsibility of companies for illegal behavior in commercial relationships. The current version of the DEKRA Compliance Guidelines is available for download from the website www.dekra.de/de/einkauf/. In addition, they are available in printed form upon request.

16.2 The Supplier obligates itself to adhere to all anti-corruption laws and regulations, as well as all respective laws of all countries in which it shall do its business or deliver its services in accordance with the contract, if these laws and regulations may be applied

in each specific case, such as the Regulations of the US Foreign Corrupt Practices Act (FCPA), the UN Convention Against Corruption, the UK Bribery Acts 2010 (UKBA), the OECD Convention against Bribery of Foreign Public Officials in International Business Transactions, the Japanese laws to prevent unfair competition (JUCPA), as well as other applicable anti-corruption provisions, such as §§ 298 ff StGB (offenses against competition), §§ 331 ff. StGB (offenses in public office) as well as § 130 OWiG (breach of the duty of supervision in companies and businesses.)

- 16.3 The Supplier warrants that, at the time of the commencement of the contract, it has not violated any applicable anti-corruption law and regulation, nor sentenced by any government agency for such violation, and that it has no knowledge thereof or would have grounds to assume, that a government agency is considering a legal action in connection with any of the aforementioned provisions.
- 16.4 The Supplier confirms that it has provided suitable instructions to its employees, or has undertaken appropriate measures to prevent and preclude impermissible behaviour, particularly those which violate the aforementioned regulations or the intentions and motives of the DEKRA Compliance Guidelines, as well as the DEKRA Information Security for Third-Party Companies.

17. SUSTAINABILITY AND HUMAN RIGHTS

- 17.1 **DEKRA Code of Sustainability for Suppliers.** DEKRA expects adherence to the DEKRA Code of Sustainability for Suppliers available on 222.dekra.de/de/einkauf. It provides the minimum requirements which the Supplier must obligatorily comply with. They form the foundation of the collaboration with our partners.
- 17.2 **Economic responsibility.** DEKRA aims to establish fair business relationships and partnerships with its business partners. For this purpose, DEKRA adheres to the respective valid legal norms and international standards. DEKRA expects the same from its Suppliers.
- 17.3 **Ecological responsibility.** DEKRA expects that the Supplier shall
- 17.3.1 adhere to environmental protection requirements with respect to domestic legal norms and international standards;
 - 17.3.2 continuously develop the use and the optimization of improved approaches in its operational processes and technologies used, and thereby minimize environmental pollution and continuously improve environmental protection;
 - 17.3.3 have or establish an environmental management system, and to apply this within the company accordingly;
 - 17.3.4 have or establish a climate management system and to actively implement this system in order to reduce greenhouse gas emissions;

17.3.5 strive to demonstrate a specific greenhouse gas balance for its products and services; and

17.3.6 strive to operate in the most resource-efficient manner possible, and to keep waste or other negative impacts on people and the environment associated with its products and services as low as possible, as well as to promote the recyclability of its products.

17.4 Social responsibility and Human rights. DEKRA expects that the Supplier shall

17.4.1 acknowledge and observe human rights. This includes, primarily, recognizing the Universal Declaration of Human Rights (UDHR) of the General Assembly of the United Nations, as well as the European Convention on Human Rights (ECHR);

17.4.2 corresponding to its own area of activity, comply with human rights and sustainability standards, as well as transparency in its own area of business and in its supply chain in accordance with the requirements of the UN Guiding Principles on Business and Human Rights, and comply with its obligations under the Supply Chain Due Diligence Act (if within the scope of the Act.)

17.4.3 be committed to a work culture that is free from discrimination and disadvantage. The Supplier shall not engage in any form of discrimination based on gender and gender identity, age, ethnicity and nationality, social background, religion and belief, sexual orientation and physical or mental abilities, or in hiring, promotion, training and remuneration;

17.4.4 provide fair working conditions internally and in its supply chain according to the defined ILO core labor standards, as globally recognized social standards for improving the working and living conditions of all people; to observe the rights of its employees with respect to occupational protection and safety and to provide for safe and healthy working conditions;

17.5 DEKRA views adherence to the standards listed in this sustainability declaration as essential to the business relationship and the respective contractual relationship.

17.5.1 In light of the foregoing, a culpable violation of this regulation by the Supplier shall give DEKRA an extraordinary right of termination with respect to the affected contractual relationships.

17.5.2 In addition, DEKRA reserves the right to assert claims for damages against the Supplier in case of violations.

17.6 The Supplier hereby expressly agrees, that

- 17.6.1 DEKRA may request suitable proof or data and information on the adherence to the sustainability requirements specified in these GPC and in the DEKRA Sustainability Supplier Code of Conduct, or for the identification or assessment of human rights or environmental risks, from the Supplier and make the same available to DEKRA.
- 17.6.2 The observance of the sustainability requirements can be reviewed when required during an audit by the client or a third party.
- 17.6.3 If increased human rights or environmental risks are identified, the Supplier must undergo an external sustainability audit on its own or through an external independent third party. The costs for such assessment or participation in a CSR sustainability rating shall be borne by the Supplier, unless otherwise agreed upon in writing. In case of confirmed risks and violations, it must undertake appropriate preventive and remedial measures.
- 17.6.4 The Supplier shall immediately inform DEKRA should it become aware of potential violations against human rights or environmental standards in connection with DEKRA, and of the measures already undertaken.
- 17.6.5 The Supplier will collaborate with DEKRA and be vigorously engaged to the best of its ability to support DEKRA in the implementation of the measures to end, prevent and minimize risks and violations pertaining to human rights and environmental protection, as required by the Supply Chain Due Diligence Act, particularly concerning the implementation of preventive and remedial measures.
- 17.6.6 The Supplier shall make available human rights and environment protection-related trainings to appropriate employees (i.e., for example affected and/or responsible persons), and, on demand, provide proof of participation thereto. If needed (for example, on an ad hoc basis or, in particular, after determination of high risk to human rights), such appropriate employees must participate in DEKRA trainings.
- 17.6.7 The Supplier shall exert the best possible efforts to pass the requirements in this section to its (sub-)contractors.
- 17.6.8 DEKRA shall have the right to suspend the contract with the Supplier for violations by the Supplier against the minimum requirements, whereby Sec. 22 shall apply to serious violations.
- 17.6.9 Reservation to change: The obligations which the Supplier must comply with in this section may be adjusted depending on the results of ongoing risk analyses conducted by DEKRA.

17.7 **Minimum wage.** The Supplier shall be required to comply with all obligations to which it is subject according to the respective relevant minimum wage laws or comparable legislation.

17.7.1 The Supplier hereby releases DEKRA from all claims by third parties (e.g. employees/hired labor in the supply chain, public authorities, social security authorities, etc.) resulting from violations by the Supplier or by any subcontractors commissioned by the Supplier of obligations under relevant minimum wage laws. The indemnity obligation shall cover in particular the costs of prosecution and legal defense, as well as associated penalty costs.

17.7.2 The Supplier shall obligate any subcontractor assigned to provide the contractual service to employ with minimum wage laws, and shall provide proof of this to DEKRA upon request. Upon request from DEKRA, the Supplier shall provide proof of adherence to its obligations under relevant minimum wage laws by the Supplier and/or the subcontractors in its supply chain (e.g. by presenting payroll documents).

18. EXPORT RESTRICTIONS AND SECURITY CHECKS

18.1 **Export restrictions.** The Supplier must fulfill all requirements of applicable national and international customs and foreign trade law.

18.1.1 The Supplier shall promptly provide DEKRA in writing all information and data with the offer and with any subsequent changes thereto, with respect to any export restrictions that apply to the goods and technologies (e.g. entries according to the dual-use regulation or comparable regulations), if and insofar as the goods and technologies are subject to an export/re-export approval according to US law/US provisions or other legal regulations, the relevant classification number (e.g. the ECCN Export Control Classification Number for US products, the "AL" number of the goods and technologies listed in the German export list, the "Dual-Use Number" for goods and technologies according to the dual-use regulation, etc.), any approved exemptions for goods and technologies, the statistical product numbers according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) code and country of origin (non-preferential origin), and Supplier declarations of preferential origin (in the case of European Suppliers) or certificates of preference (in the case of non-European Suppliers).

18.2 **Security checks.** DEKRA expects that employees who are regularly present on DEKRA factory premises for the purpose of performing the Services shall undergo a security check. It must be ensured that these employees do not represent a security

risk, and, in particular, that they do not have any connection to international terrorism. The Supplier obligates itself to only deploy personnel to DEKRA who have undergone security checks through suitable measures and pose no threat. Suitable measures in this respect may include, in particular:

18.2.1 comparing the employees' names with the EU sanctions list in its currently valid version before their first assignment and then at least once annually; or

18.2.2 if the implemented measures are proven inadequate based on the assessment of the customs authority responsible for the Client, then the Supplier shall, promptly, upon demand by DEKRA, initiate measures that would satisfy the requirements of the customs administration.

18.3 The Supplier must provide proof, in a suitable format, to DEKRA of the implemented measures and its adherence to the same when this contract is concluded, upon request and otherwise once per calendar year, without requiring demand, at the latest by the end of the year.

19. CONFIDENTIALITY AND DATA PROTECTION

19.1 **Confidentiality.** The following conditions regarding confidentiality shall apply subject to no. 1.5 clause 1 of these GPC.

19.1.1 All final planning documents, models, samples, drawings, data sheets, tools, etc., which DEKRA communicates or otherwise provides to the Supplier for the provision of the service, shall remain the property of DEKRA and must be kept confidential even after the end of the business relationship; they must only be used to carry out orders by DEKRA.

19.1.2 The Supplier shall treat all information and knowledge – particularly operating and trade secrets – obtained from DEKRA within the framework of the cooperation, including the existence of a contractual relationship between the Parties, as confidential, and shall not use such information and knowledge for the duration of or after the end of contractual relationships itself, nor shall it make such information and knowledge accessible to third parties.

19.1.3 The duty of confidentiality shall not apply to public information, or information otherwise lawfully obtained from third parties, or to independent developments with the Supplier outside of its Services for DEKRA. The Supplier is responsible for providing proof of these prerequisites. Statutory and official duties of disclosure shall remain unaffected.

19.1.4 DEKRA is entitled to transmit the Supplier's confidential information to affiliated companies and to its vicarious agents.

- 19.2 **Data protection.** The Supplier shall be obligated to comply with the applicable versions of all data protection regulations and acknowledges the content of the DEKRA Data Privacy Principles. The Supplier shall inform all its employees of the applicable data protection provisions and shall subject them to data secrecy requirements.
- 19.2.1 DEKRA considers compliance with the regulations contained in the DEKRA Data Privacy Principles and Information Security for Third Parties www.dekra.com/en/corporate-procurement/ to be essential to the business relationship and the respective contractual relationship.
- 19.2.2 In light of the foregoing, a culpable violation of this regulation by the Supplier shall give DEKRA an extraordinary right of termination with respect to the affected contractual relationships.
- 19.2.3 In addition, DEKRA reserves the right to assert claims for damages against the Supplier in case of violations.
- 19.2.4 In cases of commissioned processing by the Supplier, or in case of data processing under joint responsibility, the Parties shall enter into a data protection agreement which conforms to statutory requirements. Such a data protection agreement shall take precedence over these GPC.
- 19.2.5 Insofar as DEKRA is not already entitled to a copyright for the data created by the Supplier in connection with performing its Services, and insofar as this is permissible under data protection laws, the Supplier hereby transfers all rights to said data to DEKRA. This transfer shall be exclusive, transferable, subject to sub-licensing, and unrestricted in terms of content, space, and time. Insofar as the data or its compilation are protected under intellectual property law (such as by the Database Creator Law, Sections 87a et seqq. UrhG), this transfer shall also cover these intellectual property rights. DEKRA hereby accepts this transfer.
- 19.2.6 The Supplier shall ensure that neither DEKRA nor customers of DEKRA will violate any intellectual property rights of third parties, in particular any brand, company, name, patent, utility model, registered design, or copyrights of third parties (including corresponding applications for property rights) ("property rights") by the procurement, ownership, offering, usage, processing or resale of the deliverables. If the Supplier culpably violates this obligation, it shall release DEKRA and its customers, upon first request to do so by DEKRA, from any claims by third parties for such actual or asserted intellectual property rights violations, and shall bear all costs and expenses correlatively incurred by DEKRA, in particular legal and defense costs and costs resulting from complying with any mandated injunction. The Supplier is obligated to

inform DEKRA immediately of any risk of injury and of alleged injury cases that become known.

- 19.2.7 If the Supplier creates software in coordination with DEKRA, then the Supplier is obligated to provide the source code and a program description. The Supplier is not entitled to be mentioned in each publication of its work in the customary manner. The Supplier is obligated to inform the Client in writing about descriptions of persons or events included in the work that could result in any risk of violating personal rights.

20. SUBCONTRACTORS

The Supplier shall very carefully select subcontractors and other third persons who will take part in the fulfilment of the contract, and ensure, to the best of its ability, that the subcontractors shall likewise adhere to all the above-mentioned rules.

21. AUDITS AND CERTIFICATIONS

- 21.1 DEKRA reserves the right to audit the Supplier following previous written notification, either by itself or by a neutral third party, such as an auditing firm, with respect to the subject matter of the contractual relationship and compliance with the Supplier's other obligations.

- 21.2 DEKRA is subject to the Supply Chain Due Diligence Act (SCDDA) and is therefore obligated to regularly review the corresponding sustainability requirements for its Suppliers. For this, DEKRA will work with third parties together and will have the Suppliers evaluated in regard to the requirements of the SCDDA. In critical cases the Supplier is obligated to have a corresponding assessment carried out.

- 21.3 The Supplier shall not charge for obtaining certificates or for participating in audits required by DEKRA.

- 21.4 DEKRA expects from its Suppliers certificates which show the contractually agreed minimum qualifications to be obtained for the delivery and performance object.

Proof of qualification can be provided by the supplier.

22. LEGAL CONSEQUENCES OF VIOLATIONS

In case of violation against the GPC, DEKRA shall have the right to discontinue all negotiations, withdraw from, or terminate all existing legal transactions without notice, and assert claims for damages.

23. MISCELLANEOUS

- 23.1 The Supplier shall not be entitled to use the company name, company logo or registered trademarks or designs of DEKRA as reference material without the prior written consent of Global Purchasing at DEKRA.
- 23.2 The exclusive venue of jurisdiction is Stuttgart. DEKRA shall be entitled to file lawsuits at the Supplier's general venue of jurisdiction.
- 23.3 Only the laws of the Federal Republic of Germany shall be applicable to the contractual relationship, excluding the conflict of laws rules of private international law, and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 23.4 If provisions of these GPC are or become void or invalid in part or in full, this shall not affect the validity of the remaining provisions. Insofar as provisions have not become part of the contract or are invalid, the content of the contract shall be based primarily on statutory provisions (Sec. 306(2) BGB). The Parties shall replace the void or invalid provision with a valid provision that comes as close as possible to the economic purpose of the void or invalid provision, but only in other respects and insofar as no supplementary contractual interpretation takes precedence or is possible.
- 23.5 The Supplier hereby confirms compliance with the prevailing occupational and health protection provisions for the delivery of services and work performed in the commercial premises of DEKRA. The provision of the services must not put DEKRA employees at risk. The occupational and health protection provisions are accessible at www.dekra.com/en/corporate-procurement/. in the version valid at the time the Contract was concluded.
- 23.6 The Supplier is obligated to inform DEKRA immediately in case of a change of control. There is a change of control when a different company and/or a person other than the person directly or indirectly controlling the Supplier on the day that the business relationship enters into force, takes over control of the Supplier or the parent company/person controlling the Supplier. In the case of a change of control, DEKRA is entitled to terminate the business relationship with the Supplier for good cause. Good cause exists if the change of control has a significant effect on the contractual relationship between DEKRA and the Supplier or on DEKRA's legitimate interests. A significant effect is assumed in particular if a direct competitor of DEKRA obtains control of the Supplier.