

## **General Conditions of Purchase**

### **Section 1 Applicability / General Conditions**

1.1) These purchasing conditions apply to Rheinmetall Protection Systems GmbH "the Ordering Entity" for all work contracts (Werkverträge), work delivery contracts (Werklieferungsverträge) and purchase contracts (Kaufverträge) with its subcontractors and entities delivering to them, hereinafter "Suppliers". However, these purchasing conditions only apply if the Supplier is an entrepreneur (Section 14 of the German Civil Code [BGB]), a legal entity under public law or a special fund under public law.

1.2) These General Conditions of Purchase shall apply exclusively in such cases. If the order is confirmed by the Supplier on conditions deviating from these General Conditions of Purchase, only these General Conditions of Purchase shall be valid, even if we do not refute them. Any Supplier's general terms and conditions that differ, contradict or supplement these General Conditions of Purchase will only be a part of the contract if the Ordering Entity has explicitly consented to them in writing. This requirement of consent applies in every case, including, for example, when the Ordering Entity accepts the Supplier's goods and/or services without objection knowing about the Supplier's general terms and conditions. If the supplier does not consent to this handling, he immediately has to state this expressly in a separate written letter. In this case, the Ordering Entity reserves the right to withdraw the order. Our conditions shall also apply for future business activities, even if they are not expressly referred to.

### **Section 2 Export Control Regulations**

2.1) Orders are made both in connection with performance of public military procurements as well as based on military export procurements. As a precaution, we are pointing out that a Supplier resident in the Federal Republic of Germany that subcontracted manufacturing of any ordered goods (including parts thereof) abroad (including in EU states) is subject to the provisions of the foreign trade law of the EU (EG-Dual-Use-VO), Germany (among others), the Foreign Trade and Payments Act (AWG / AWV [Foreign Trade and Payments Regulation], the German Military Weapons Control Act (KrWaffKontrG) as well as the (re-)export regulations of other countries where appropriate. That applies both to the export or transfer (even temporary) of hardware as well as to the transfer of manufacturing/design drawings and bills of material.

2.2) The Supplier is obliged to provide the Ordering Entity with the relevant classification in accordance with the Export Classification Request (ECR), including all export-relevant information related to the ordered goods hereunder.

2.3) Provided that the components, assemblies, their individual parts or materials are subject to US (re-)export jurisdiction, and/or provided that the US (re-)export jurisdiction affects further usage of ordered items, the Supplier is obliged to inform the Ordering Entity of this unrequested in written or text form and in addition to provide all corresponding (re-)export US authorizations to the Ordering Entity containing Ordering Entity's intended further use. In the event that ordered items marked as ITAR/EAR free deviate from the order and will be supplied subject to US (re)export jurisdiction the Supplier shall be liable if the Ordering Entity cannot further use or re-export the products as a result or due to missing US (re)export authorization by the Supplier.

2.4) The Supplier is required to mark all U.S. export controlled drawings or other information provided to Ordering Entity (including technical manuals, CAD files, etc.) with specific details regarding the export controls jurisdiction (ITAR or EAR) and classification (USML Category or ECCN) of the information.

2.5) The Supplier hereby confirms and shall be solely responsible for meeting all legal provisions of the state where it is resident, respectively of the state from which the goods are delivered, in order to deliver ICT-certified companies also. The delivery documents must bear a reference to the export license (Supplier's national law) that is the basis for the delivery.

2.6) The Ordering Entity hereby points out to the Supplier that almost all goods (goods, technology, software) with which the Ordering Entity deals are controlled military goods which are subject to permit obligations. The Supplier therefore undertakes not to pass on to third parties goods of any kind, which it has received from the Ordering Entity or from third parties on behalf of the Ordering Entity without the Ordering Entity's prior written consent. This applies in particular to information, which creates the possibility of developing, manufacturing or using military equipment ("technology"), irrespective of the form in which it is embodied. The Supplier undertakes to obligate all its contractual partners (particularly sub-suppliers) and their contractual partners to which the Ordering Entity's goods are passed on in the same way. In case of doubt, it is requested that the Ordering Entity shall be consulted.

### **Section 3 Offer, offer documents**

3.1) The Supplier's offer must adhere precisely to the request from the Ordering Entity as concerns amounts and qualities and if there are deviations, it must explicitly point them out or inquire about them.

3.2) The Supplier's offer must be made at no cost and is binding.

3.3) Orders, as well as telephonic or oral supplements, modifications and side agreements are only legally binding on the Ordering Entity if they are confirmed in text form by the Ordering Entity. Call-off purchase orders may also be made by data transmission. The revocation of this text form must be made in writing. The Supplier must check any order immediately to determine whether the technical documentation needed to execute the order is complete and available; otherwise, the missing documents must be requested immediately.

3.4) In case the Ordering Entity has an extraordinary right of termination, Section 10 ABBV (General Conditions for Procurement Contracts of the Federal Ministry of Defense) applies mutandis mutatis, see the home page at <http://www.baainbw.de> > Vergabe > Formulare > Vertragsbedingungen.

### **Section 4 Order confirmation, acceptance, contract content**

4.1) Except for call-off purchase orders, the Supplier is obligated to confirm the order immediately in writing — but no later than 2 weeks from the date of issue. Should the order confirmation not arrive at the Ordering Entity within this period, the Ordering Entity reserves the right to cancel the order. If the Supplier does not receive a written cancellation from the Ordering Entity, the order will continue to be valid. Call-off purchase orders will become binding at the latest when the Supplier does not object to them within two weeks after receipt. In addition to an order confirmation, any order implementation, particularly delivery and partial delivery or acceptance of payments, are considered as unrestricted consent to these General Conditions of Purchase.

4.2) Acceptance requires an explicit statement from the Ordering Entity. Acceptance of a delayed delivery does not form a basis for waiver of further rights and claims. In addition, the statutory provisions concerning material defects and legal defects apply unless provided otherwise in the following. A complaint is considered to be made in a timely manner if it is made within two weeks. The two weeks period is computed from the time of delivery for obvious defects and from the time of discovery for hidden ones. If there is a claim, the Ordering Entity is authorized to withhold payment in an amount that is reasonably related to the defects being claimed.

4.3) For contracts that include software and consulting services or for modifications of such contracts, the Supplier must immediately agree on a functional specification with the Ordering Entity, setting forth in detail the deliveries and/or services that the Supplier is to provide. The Parties will clarify before entering into a contract whether the functional specification in question is to be written before or after the Supplier enters into the contract.

4.4) The Supplier undertakes to surrender the programming documents, particularly the source code, if the application software was developed specifically for the Ordering Entity.

4.5) The Supplier undertakes to issue subcontracts only with explicit written consent of the Ordering Entity. In addition, it undertakes to impose the same restrictions on its subcontractors and their subcontractors.

### **Section 5 Changes to services or deliveries**

Within the bounds of what is reasonable for the supplier, the Order Entity has the right to demand changes to the delivery item in terms of design and execution before and during the production. In such cases, the effects, in particular on any extra cost or cost reductions and on the delivery deadlines are to be regulated appropriately by common consent.

### **Section 6 Prices and payment conditions**

6.1) The prices indicated in orders are fixed prices unless otherwise agreed. The prices include costs for copyable instructions for operation, maintenance and storage as well as lists of spare parts and other written, visual and electronic documents about the items to be delivered required for use, maintain, repair and catalog these items.

6.2) The Supplier undertakes not to offer the Ordering Entity conditions less favorable than those for other defence technology companies.

6.3) After delivery of good and/or service made in accordance with the contract the Supplier must provide the Ordering Entity with proper invoices separated by order in triplicate indicating the order number, order date, call-off number, date and a copy of the delivery document and other information indicated in Section 14 para.4 no.1 to 10 of the German VAT Act (UStG). If this information is missing or inaccurate or incomplete, that does not constitute a default in payment by the Ordering Entity.

6.4) Payment is considered made when notification arrives at the banking institution commissioned to do so by the Ordering Entity. Any payment by the Ordering Entity does not constitute acknowledgement that the performance meets contract or that the computations are proper. This is without prejudice

to any claims the Ordering Entity may have for defects. Payment will be made by bank transfer to the banking institution commissioned to accept it.

6.5) For efficiency reasons, payment is made on a 14-day payment cycle. In the process, liabilities that fall due within three days after the end of the respective payment cycle are also settled. The Ordering Entity will also avail itself of agreed prompt-payment conditions (discount conditions) if the payment is postponed under this modified mode to the payment term following the prompt-payment deadline.

6.6) Unless the orders indicate conditions about payment conditions saying otherwise, the Ordering Entity will make payments as follows:

After receipt of the goods and invoicing: within 14 days with 3% discount, 30 days with 2% discount or within 60 days without discount.

6.7) Time limits for payment begin with the day the invoice and the goods, including all the requested documents, are received.

6.8) In case of a delivery prior to the agreed date, the Ordering Entity reserves the right to make payments according to the delivery dates mentioned in the order.

6.9) Without our prior written consent, the Supplier shall not assign any claims against us, neither in whole nor in part, to third parties. The same applies for the anticipatory assignment of future claims.

### **Section 7 Delivery, delivery deadlines, packaging**

7.1) Delivery is at the cost and risk of the Supplier, free of all ancillary costs, particularly customs and transportation insurance costs, and also includes packaging unless otherwise agreed.

7.2) To the extent possible, the items to be delivered under contract must be provided for transport on EURO/DIN pallets. The goods delivered must always be accompanied by delivery documents or a packing list indicating the order number, name/designation, number of items, measurement (if applicable — in liters, kilograms, meters or other units) and the type of packaging; in addition, the Ordering Entity must be provided with dispatch note prepared similarly in duplicate, sent by separate mail no later than the day of delivery. Otherwise, the Ordering Entity is authorized to refuse to accept the goods without obligations to cover the costs resulting from doing so. The outside packages of the parts being delivered must be clearly labeled by the Supplier in two places, if possible, with the Ordering Entity's order number. The Supplier is liable for any damage and for all costs that arise if this rule is not followed.

7.3) The Ordering Entity reserves the right to postpone the agreed delivery deadline by no more than 6 months. The Supplier undertakes not to assert any additional costs against the Ordering Entity for doing so.

7.4) Set delivery deadlines or specific delivery dates and the delivery location must be complied with precisely under all circumstances. The determining factor for whether the delivery deadline is met is the agreed delivery deadline based on the Incoterms clause agreed upon. If the delivery is agreed to be "EX Works" (EXW), the Supplier must provide the goods on time taking into account the usual time for loading and shipment.

7.5) If the Supplier is not in a position to make a delivery on time, it is obligated to inform the Ordering Entity about that immediately in text form. The arrival of the goods at the destination is what determines the timeliness of the delivery.

7.6) Only force majeure events can release from compliance with the agreed delivery time. Any impediments must be reported to the Ordering Entity immediately when they occur or are foreseeable with a simultaneous report of the duration of the delay so that other steps can be taken in a timely manner. Evidence of the reasons for the impediments must be provided to the Ordering Entity immediately upon request.

7.7) Unless otherwise agreed, packaging shall not be remunerated separately. If the costs for packaging are not included in the price, the packaging will be returned freight collect upon request. If packaging is returned, a credit note must be issued for the full amount charged.

7.8) The packaging must correspond to protection of the goods being shipped and the stress exposed along the transport route. An additional function is to make handling simple. The packaging must take into account the most recent knowledge of environmental protection ideas, i.e., for transportation packaging, only reusable, recyclable materials may be used. In addition, the packaging must serve to protect against view by outside third parties.

7.9) Packaging must be fit for purpose and be suited for the type of transportation (truck, air or ocean freight) being used.

### **Section 8 Assembly costs**

The Supplier shall bear the costs for the proper assembly and/or commissioning of the items to the extent he is responsible for this performance.

### **Section 9 Ownership priority notice and provision of the items ordered**

9.1) The Ordering Entity recognizes only simple retention of title by the Supplier.

9.2) If the item furnished by the Ordering Entity is inseparably mixed with other items not belonging to the Ordering Entity, the Ordering Entity will attain joint ownership under Section 948 para. 1 BGB in conjunction with Section 947 BGB of the new item in the proportion of the value of the furnished goods in relation to the other intermixed items at the time of intermixture. If the intermixture is such that the Supplier's item must be considered the main item, it is stipulated that the Supplier will transfer proportionally joint ownership to the Ordering Entity; the Supplier is obliged to keep safe the solely or jointly owned item for the Ordering Entity.

9.3) Items furnished by the Ordering Entity as well as materials or components furnished for processing and all other materials furnished to the Supplier for preparation and performance of the order as well as the Supplier's know-how embodied therein will remain the sole property of Ordering Entity and shall neither be passed on to any third party without prior written consent of the Ordering Entity nor be used for any purpose other than contractually agreed. They must be kept absolutely confidential and shall be returned immediately upon request of the Ordering Entity. They must be carefully stored and maintained by the Supplier at its own expense and insured against damage and loss to a reasonable extent. Repairs and modifications require written consent.

### **Section 10 Special tools and equipment**

10.1) If special tools and equipment are manufactured/procured within the framework of this contract, the costs for maintenance and on-going repairs shall be considered to be included in the price.

10.2) If special tools and equipment are fully paid, it's not allowed to include them in the accounted price of any follow up orders or spare parts orders.

10.3) If not part of a separate agreement or a separately regulated order, all special tools and equipment produced in the course of an order will become the property of the Ordering Entity.

### **Section 11 Liability for defects**

11.1) The right to select the type of cure for defects (Nacherfüllung) is generally that of the Ordering Entity; it may, at its discretion, turn the selection over to the Supplier.

11.2) The period for liability for defects begins on the day of delivery of the contracted item to the end user (the Ordering Entity's client) or (if acceptance is required under law) the date of acceptance by the end user and expires 24 months later. In any event, liability for defects expires no later than 36 months after delivery to the Ordering Entity (or acceptance by the Ordering Entity if acceptance is required by law).

11.3) The Supplier is not responsible for any damage caused by following instructions from the Ordering Entity or defects in the Ordering Entity's design. For parts rectified or replaced as part of cure activities, the above deadlines restart when rectification or replacement activities have been performed.

11.4) The Ordering Entity's claims derived from liability for defects are not affected by the military governmental quality assurance (gQA), the establishment or modification of the state of the design, technical notices or other notices. The Supplier is liable for compliance with rules on acquisition and execution and guarantees that its respective contractual items are of the same type and can be exchanged. The expenses needed to execute cure activities include the costs of installation and removal in regard to the defective contractual item. All contractual items must be brand new.

11.5) If the Supplier fails to meet its obligation to cure defects without undue delay, the Ordering Entity may assert its rights derived from statutory warranty rights without setting any additional period for cure. In urgent cases, the Ordering Entity is authorized to rectify a defective contractual item, have it rectified or acquire a replacement from a third party at the Supplier's cost.

11.6) Objections due to a late notice of defects are excluded; however, a claim about defects in the sense of this provision must be made within 14 days maximum after the expiration of the warranty period.

11.7) A notice of defect can be raised even if the goods have already been processed or have been delivered directly to the end user. In case of a legitimate notice of defect, any return of items will be done at the risk and expense of the Supplier, to the extent that there is an obligation to return them at all.

11.8) Quality inspection of contractual objects at the supplier's workshops shall not discharge the Supplier from its responsibility for any hidden defects, appearing during processing or commissioning of the materials.

11.9) In regards to the limitation of liability, the statutory regulations shall apply.

### **Section 12 Contractual penalty**

The Ordering Entity is authorized to assert a contractual penalty of 0,3% of the net price of the part of the delayed delivery per working day that the delay lasts, but no more than 5% of the net price. The same applies for exceeding an agreed interim deadline, if the Supplier does not deliver a certain partial performance within the envisaged timeframe, whereby the contractual penalty

exclusively relate to the net price of the due service/performance. The Supplier has the right to prove the lack of damage or any minor damage. The Ordering Entity is authorized to offset. The Ordering Entity may assert the contractual penalty up to 6 months after delivery of the last contractual item, if it explicitly reserve this right when accepting the delayed delivery. The right to claim further damages for delay remains unaffected. Contractual penalties shall be charged up against existing compensation claims. If a compensation claim exceed the contractual penalty, it can be asserted additionally.

### **Section 13 Intellectual property rights**

13.1) The Supplier is liable for claims which arise in the course of contractual use of the delivery items resulting from violations of intellectual property rights and intellectual property right application (Property Rights).

13.2) The Supplier shall indemnify the Ordering Entity and the end users against any and all claims arising out of such violations of Property Rights.

### **Section 14 Environment, the EU-REACH regulation on chemicals**

14.1) The Supplier undertakes to provide its performance with continual observation of the applicable environmental provisions and standards and the state of the art. In doing so, it will select environmentally-friendly, recyclable materials with low-emission designs that are low in hazardous materials and are easy to disassemble and dismantle as well as solutions that save energy and resources.

14.2) The Supplier undertakes to meet all the applicable standards in national and EU law, particularly the requirements in Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).

14.3) The Supplier undertakes to meet all the obligations applicable to it concerning market access and marketability of the materials, mixtures and/or products it delivers. These include, in particular, the obligations concerning registration, restriction and authorization under the REACH regulation. The Supplier makes assurances that it will not deliver any goods to the Ordering Entity that cannot be placed on the market under the REACH regulation. The Supplier is obligated to ensure through suitable contractual rules with its sub-suppliers and subcontractors that they also comply with all respective obligations.

14.4) If the Supplier has not arranged a necessary registration or authorization itself or does not wish to do so, it ensures that the necessary registration or authorization obligations are being met in the proper form and by the proper deadline by another party in its supply chain. The Supplier also undertakes that it will immediately inform the Ordering Entity at least in text form if it becomes apparent that a material has not been registered or approved within the period applicable to the material in question or that a registration or approval arranged by another party will no longer apply.

14.5) The Supplier will meet its information obligations under Article 31 (Requirements for safety data sheets) or Article 33 (Duty to communicate information on substances in articles) of the REACH-Regulation even without a special request to do so and automatically provide the Ordering Entity with the corresponding information, unless otherwise instructed.. Notice is explicitly given that the information obligation under Article 33 of the Regulation must be met in regard to the individual subassemblies of the product delivered (ECJ judgment C-106/14, dated September 10, 2015). In addition, every delivery must be accompanied by a current version of the safety data sheet or the Article 33 information, even if this obligation is not mandatory under the REACH regulation.

14.6) The Supplier's obligations in Sections 11.2) to 11.5) are material contract obligations or cardinal obligations, for which compliance is essential for contract performance. If the Supplier does not meet its obligations in this regard at all, does not meet them sufficiently or does not meet them on time, the Supplier will indemnify the Ordering Entity for all loss and damage the Ordering Entity incurs from the Supplier's failure to meet these obligations.

### **Section 15 Stocking and testing**

15.1) If necessary and if required in the order, the Ordering Entity's department, responsible for quality assurance, will conduct acceptance / first article inspections. This must be done in a timely manner before the delivery date. The Supplier will agree on acceptance / first article inspections with the department responsible for quality assurance no later than one week before the delivery date.

15.2) When in course of processing by externals, any irregularities should be found in regard to identifiability, assignment and/or quality, the Supplier must inform the Ordering Entity immediately about them. That applies to material furnished by the Ordering Entity to the Supplier as well as to material acquired directly by the Supplier, and as to faulty working processes of the Supplier. Manufacturing must then be stopped immediately by the Supplier after coordination with the Ordering Entity. Restart of manufacturing requires approval by the Ordering Entity.

15.3) If applicable, the contractual item will be subject to a military governmental quality assurance (gQA) done by a Bundeswehr quality assurance expert at the Supplier's premises. In such cases, the order will include an explicit note from the Ordering Entity. Goods may be delivered to the Ordering Entity only after a successful gQA procedure in this regard. The time and conduct of gQA test must be agreed upon between the Ordering Entity and the Supplier.

15.4) During on-going production, the Ordering Entity and the end user always have the right to inform themselves that the execution of the performance conforms with the contract, to look into the production documents, to convince themselves that the delivery times will be met and to demand any other required information. If the Supplier performs tests and inspections on the item to be delivered at the Supplier's factory, the Supplier shall provide the equipment etc. required for the test or inspection free of charge. The end customer's Quality Assurance shall have the same rights.

### **Section 16 Delivery of spare parts**

16.1) The obligation to deliver spare parts will end 20 years after delivery of the last contractual item.

16.2) If the Supplier intends to stop the manufacture of these spare parts, it will be obligated to inform the main end user and the Ordering Entity at least two (2) years in advance. In such cases, the Supplier is obligated to fill a one-time order intended to cover the need for spare parts until the expected end of the lifetime of the military-technical system. When the order is filled, the Supplier's obligation ends provided that it delivers the drawing and technical documents needed to manufacture the spare parts to the Ordering Entity at no charge.

### **Section 17 Licenses**

17.1) Drawings, models, dies, templates, samples, tools, software and other manufacturing tools as well as confidential information provided by the Ordering Entity to the Supplier or that was paid for in full by the Supplier may only be used for purposes other than performing the contract with the Supplier subject to the prior written consent of the Ordering Entity.

17.2) The Supplier grants the Ordering Entity an exclusive, unrestricted license for the work results that the Ordering Entity has ordered and that the Supplier has created based on drawings, models, dies, templates, samples, tools, software and other manufacturing equipment or confidential information from the Ordering Entity. The Ordering Entity is entitled to use the work results in the manner permitted to the exclusion of all other persons and to grant licenses.

17.3) The rules in Section 14.2 apply mutandis mutatis if the Supplier intermixes drawings, models, dies, templates, samples, tools, software and other manufacturing equipment belonging to the Supplier and a new work result in form of a drawing, model, die, template, sample, tool or software is being created therefrom.

17.4) The Supplier grants the Ordering Entity a simple license in work results that the Supplier creates without drawings, models, dies, templates, samples, tools, software or other manufacturing equipment from the Ordering Entity. The Ordering Entity is entitled to use these work results for purposes indicated in the contract.

17.5) If the Supplier develops a new software program for the Ordering Entity or if it further develops a software program, the Ordering Entity will receive an exclusive, unrestricted license to the new software, including the source codes, from the time the contract is concluded. The concession of these rights is part of the contract performance and is included in the contract price. The Ordering Entity has the right to use the software in the manner permitted to the exclusion of all other persons and to grant licenses.

17.6) Subcontractors of the Supplier must commit to these obligations corresponding to the preceding paragraphs in Section 14.

### **Section 18 Severability clause**

Should any individual requirements of these General Conditions of Purchase, no matter for what reasons, be or become ineffective, or should there be a gap to be filled, the validity of the conditions of purchase shall not be touched thereby.

The contractual partners are obliged to replace the ineffective provision by an effective provision, which is similar in its economic outcome.

### **Section 19 Secrecy**

The Supplier undertakes to treat all non-public business and technical details, of which it becomes aware through the business relationship, as business secrets. Drawings, models, templates, samples and similar items shall not be surrendered or otherwise made accessible to unauthorized third parties or made accessible in any other way. The copying of such objects will only be allowed as part of the management requirements and copyright regulations. The Supplier may only use the business relationship for advertising with the prior written consent of the Ordering Entity.

### **Section 20 Other terms and conditions**

If the Ordering Entity is held liable by third parties due to mandatory statutory regulations (e.g. product liability law) and if the reason for this is within the Supplier's delivery item or in the behaviour the Supplier's vicarious agents or auxiliary assistants, the Supplier will exempt the Ordering Entity from such claims, even if the utilization is not based on German right.

### **Section 21 Place of Performance**

The place of performance for delivery is the place of destination. Place of performance for payments is the registered office of the respective Rheinmetall Defence premises in question.

### **Section 22 Place of jurisdiction/Choice of law**

22.1) The place of jurisdiction for all disputes derived directly or indirectly from a contractual relationship is Düsseldorf, if these General Conditions of Purchase are applicable.

22.2) For all legal relationships between the Supplier and the Ordering Entity, only the substantive law of the Federal Republic of Germany applies; the United Nations Convention On Contracts For The International Sale Of Goods (CISG) does not apply. If Incoterms have been agreed upon, the Incoterms in their current version apply to the interpretation of delivery clauses.

### **Section 23 Data protection**

23.1) The Ordering Entity will process the personal data of employees provided by the Supplier in connection with the contractual relationship and, if applicable, the personal data of economic beneficiaries of the Supplier and other data ("Data") for the purpose of justification, implementation and termination of the contractual relationship

If necessary, the Ordering Entity transmits the Data to affiliated companies for group-wide procurement purposes. Data transfer to other third parties does not take place.

23.2) Upon termination of the contractual relationship, the Ordering Entity will store the relevant Data to this contractual relationship for the duration of statutory storage obligations and delete them after their expiration. Excluded are the personal data of employees of the supplier stored in accordance with the following section.

23.3) The personal data provided by the Supplier of the Supplier's employees will be stored by the Ordering Entity in a database and used for the purpose of further orders from the Ordering Entity until the Supplier or the Ordering Entity are no longer interested in any further business relationship. The Supplier will inform the Ordering Entity if there is no further interest in a business relationship with the Ordering Entity.

23.4) The Supplier is obliged to inform its employees as well as economic beneficiaries that the Ordering Entity and its affiliated companies store personal data of the Supplier for the initiation, administration and purchase of goods and services and to what extent the data are processed.

If the Supplier as merchant for example, is subject to the protective purpose of the data protection law, this information given herein regarding the handling of personal data also applies on the Supplier personally. The data protection information is available here: [Download „Allgemeine Datenschutzinformation nach Artikel 13 DSGVO für Lieferanten“](#)

23.5) If and in so far as the Supplier, in fulfillment of its contractual obligations, processes personal data that have either been disclosed or given to him by the Ordering Entity for the purpose of processing on behalf of the Ordering Entity for its own processing or as a result of shared responsibility between the Supplier and the Ordering Entity, separate data protection agreements shall be concluded.

23.6) The Supplier declares to the Ordering Entity that the Supplier fulfills the requirements of the applicable data protection regulations (in particular DSGVO) and in particular, shall demonstrate compliance with the obligations under Articles 32-36 of the GDPR, taking into account the nature of the processing.

### **Section 24 Supplier Code of Conduct**

The Supplier undertakes to observe the Supplier Code of Conduct and to comply with it.

(Status: April 2021)