

General Terms and Conditions of Procurement of Serrala

§ 1 Definitions

The following terms shall have the meaning as defined:

"Affiliate": any entity which directly or indirectly controls, is controlled by, or is under common control with a Party.

"Confidential Information": all documents, letters, e-mails, data and other information, whether in tangible or intangible form, that are not publicly known.

"Contract": every agreement, arrangement and/or Order for the purchase or other form of procurement of Goods and/or Services from Supplier to Serrala which incorporate by reference the Procurement Terms forming then part of the Contract, and any other documents submitted by Serrala to form part thereof, such as but without limitation to any specifications (which shall include any Supplier specifications only where Serrala explicitly agrees to in writing).

"Delivery Date": the delivery time and date for Goods and/or Services as described in § 4(2).

"Delivery Location": the location, premise for physical delivery of Goods and/or Services as defined in § 4(7).

"Goods": the items to be delivered by Supplier in accordance with the Contract and/or all materials, documents, or other deliverables which are the result of Services provided by Supplier under the Contract in any form or media, including but without limitation to data, diagrams, drawings, reports and specifications.

"Intellectual Property Rights": worldwide, all (a) intellectual property rights including but not limited to patents, utility models, copyrights, database rights, trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, renewals, extensions, for any of these rights; and (c) other rights and title to intangible property to the aforementioned rights.

"IP Assets": all Intellectual Property Rights and exclusive and non-exclusive licenses to Intellectual Property Rights, including software licenses and data bank access.

"Order": Serrala's order issued to Supplier for the purchase or other form of procurement of Goods and/or Services, including any purchase order issued electronically, including the order documents.

"Party": Serrala or Supplier, collectively the Parties.

"Procurement Terms": these General Terms and Conditions of Procurement of Serrala.

"Serrala": Serrala Group GmbH or any other company of the Serrala Group, that is Party to the Contract with Supplier.

"Serrala Group": Serrala and every Affiliate and every other company of the Serrala group of companies together and each individually, as applicable.

"Serrala Material": the materials and documents as defined in § 6(2) below.

"Services": the services to be provided by Supplier in accordance with the Contract, including any work products resulting from or included in such services.

"Supplier": every other Party to the Contract with Serrala.

§ 2 Applicability

1. These Procurement Terms apply to the Contract between Supplier and Serrala. The Procurement Terms shall also apply to all future contractual relationships between Supplier and Supplier Affiliates and Serrala on the purchase or other form of procurement of Goods and/or Services by Serrala Group. The Procurement Terms shall only apply if (i) the Contract refers to the Procurement Terms, procurement, or purchase terms of Serrala or the general terms and conditions of Serrala, (ii) the Contract references the website, where the Procurement Terms are available, or (iii) in every other case the application of the Procurement Terms is explicitly agreed. If Serrala accepts Goods or Services under reference to the Procurement Terms and Supplier does not reject their application within 10 calendar days, the Procurement Terms become part of the respective Contract.
2. The Procurement Terms shall apply exclusively. Deviating, conflicting or supplementary (general) terms and conditions of Supplier will only become part of the Contract if Serrala has expressly agreed to their applicability in writing. Serrala's failure to reject Supplier's supplementary terms (e.g. Supplier's terms referred to in the Contract or amendments, contract documentation, order forms or purchase orders) does not mean Serrala agrees to their application, even if Serrala fulfills the Contract without reservation.

3. Individual agreements between the Parties (including ancillary agreements, additions, and amendments) shall always take priority over the Procurement Terms.
4. Legally binding declarations and notifications of Supplier in relation to the Contract (for example the setting of deadlines, warnings, rescission) must be made in writing, *i.e.*, in written or text form (letter, email, fax). Statutory form requirements remain unaffected.

§ 3 Conclusion of the contract

1. Serrala's Order is binding at the earliest at its written submission or confirmation. Supplier must notify Serrala of obvious errors (for example typing and grammatical errors) and incompleteness in the Order, so that Serrala can carry out corrections or additions prior to acceptance; otherwise, the contract shall be deemed not to have been concluded.
2. Supplier must confirm Serrala's order in writing within 10 working days or, including confirmation by carrying out the shipment of the Goods without reservation (acceptance); otherwise, Serrala is free to withdraw from the Order. A delayed confirmation by Supplier shall be deemed a new offer and requires acceptance by Serrala.

§ 4 Delivery

1. Supplier must deliver the Goods and provide the Services, (i) in accordance with the applicable laws and regulations, (ii) in accordance with the Contract (including by providing any necessary documentation) and all instructions of Serrala, (iii) free from defects and from any third party' Intellectual Property Rights, and (iv) fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Goods and/or Services would ordinarily be used.
2. If Supplier has made quality related statements in advertising, on the internet or in communication with Serrala Group, these become part of the agreed quality. If a third-party files a claim against Serrala for infringement of such third party's rights, including Intellectual Property Rights, due to Serrala's use of the Goods or Services, Supplier agrees to full indemnification for Serrala benefit from any liability and claim and hold Serrala harmless.
3. The Delivery Date is the time and date of delivery agreed in the Contract or otherwise. If not agreed otherwise, on the Delivery Date, all Goods must be delivered and all Services must be successfully provided and finished and if any acceptance testing is agreed, such acceptance testing must be successfully completed before that Delivery Date. If the Contract or Order gives a date for delivery, this constitutes a binding Delivery Date if it is not explicitly stated that such date shall be non-binding, and any delay by Supplier constitutes a breach of the Contract. Supplier must immediately notify Serrala in writing as soon as Supplier could have foreseen not being able to perform in time, regardless of reason.
4. If no Delivery Date has been agreed, Serrala is entitled to define the binding Delivery Date in the Order. If no Delivery Date has been agreed otherwise or stated in the Order, Serrala is entitled to state the binding Delivery Date in Serrala's reasonable discretion.
5. Until Serrala has received performance in full, the entire performance is considered delayed in the case of default, even if Serrala has accepted partial performance and part of the delivery has already been received.
6. Serrala relies on Supplier's adherence to the Delivery Date. To ensure this the following shall apply: **In case Supplier delays the delivery by: (i) more than 30% compared to the original Delivery Date, but for at least 10 working days (penalty day), or (ii) for at least 60 days after the Delivery Date (penalty day); a contractual penalty shall become due. This contractual penalty amounts to 0.3% of the total net remuneration for the delayed performance, for each full day of delay after the penalty day, but the total penalty amount shall not exceed 5% of the total net remuneration. Serrala is entitled to deduct the penalty amount from Supplier's remuneration. Further claims of Serrala remain unaffected, but this contractual penalty shall be offset against any other damage claim from Serrala.**
7. In case the Delivery Location is not specified in the Contract or otherwise, Supplier must request Serrala to name a delivery location. The Delivery Location constitutes the place of performance for the delivery and any supplementary performance.
8. A delivery note, stating the date, content of the delivery and Serrala's order number must be provided with every delivery of Goods. Serrala is not responsible for any delays caused by missing or incomplete delivery notes. Supplier must send Serrala a shipping notification with the same content separately from the delivery note.
9. The risk of accidental destruction and deterioration of Goods is transferred to Serrala at the time of handover at the Delivery Location. If acceptance is agreed, this is decisive for the transfer of risk. Unless explicitly agreed otherwise, the Supplier owes all Services as work performances (*Werkvertragsleistungen*).

§ 5 Payment and Terms

1. Unless explicitly agreed otherwise, the price stated in the Order is binding. All prices include statutory value added tax, and all other taxes unless this is explicitly stated otherwise.

2. The agreed price is due for payment within 60 calendar days of full delivery and performance (including any agreed acceptance) and receipt of a proper invoice. Should Serrala make payment within 10 working days, Supplier grants Serrala a 3% discount on the net invoice sum. In case of bank transfers, the payment will be deemed to have been made on time if Serrala's remittance instruction is received by Serrala's bank prior to the expiry of the payment deadline; Serrala is not responsible for any delays to the payment process of its own or Supplier's bank.
3. Serrala is not obliged to pay any damages for a delay in payment beyond statutory default interest.
4. Serrala is entitled to set off and rights of retention, as well as the plea of non-fulfilment of the contract to the extent mandated by law. In particular, Serrala is entitled to retain payments which are due, should Serrala still be entitled to claims against the Supplier due to incomplete or defective Services or Goods.
5. If term contracts or contracts on repeated delivery of Goods and provision of Services are concluded (continuing contracts), Serrala is entitled to terminate such contract at any time, unless otherwise agreed in the Contract. Supplier is entitled to terminate continuing contracts at any time, unless otherwise agreed in the Contract or provided for by applicable law. Supplier shall be entitled to price increases in continuing contracts only if and to the extent expressly agreed in the Contract.

§ 6 Confidentiality and ownership

1. Serrala and Supplier must treat all Confidential Information they receive from Serrala Group or Supplier strictly confidential. The respective recipient must use Confidential Information only for the purposes of the Contract and restrict access to persons that need the access for purposes of the Contract and only if such recipients are bound by similar confidentiality obligations. After fulfillment or termination of the Contract, Serrala Group's Confidential Information must be destroyed or returned on Serrala's choice. The non-disclosure obligation continues to apply until the Confidential Information has become generally known to the public by other means than unlawful disclosure. Tools and data provided by Serrala Group to Supplier must be stored or saved separately at the expense of Supplier and must be reasonably insured against loss, destruction, and misuse.
2. The Supplier must not deliver Goods subject to retention of ownership (*Eigentumsvorbehalt*). All other forms of ownership reservation are excluded, particularly the extended, assigned reservation of ownership, which is extended to further processing.
3. Serrala reserve ownership and copyright in relation to all Serrala Materials which includes all images, plans, drawings, calculations, system descriptions, performance instructions, product descriptions and other documents and tools provided by Serrala Group or a third party under Serrala Group's instructions to Supplier. Serrala's Materials also includes the data and content that Serrala saves, processes, or uses on data storages, platforms, or systems of Supplier.
4. Serrala retains ownership and full title to all IP Assets held by it. Licenses to IP Assets held by Serrala are not granted to Supplier, unless such licensing is explicitly agreed in the Contract or necessary for the proper provision of Services, and in such case, Serrala grants the Supplier only a non-exclusive license which is limited in time and scope necessary for the fulfillment of the Contract. If Supplier requires the use of Intellectual Property Rights of third parties, Supplier is solely responsible for acquiring respective licenses, even in cases where Supplier uses Serrala's systems.
5. Except as otherwise provided in the Contract, or in the Supplementary Terms (as defined below), the following applies:
 - a) If Supplier delivers Goods or Services, Supplier must grant at least and hereby grants to Serrala a non-exclusive, perpetual, worldwide and irrevocable license regarding all required Intellectual Property Rights, in order that Serrala and Serrala Affiliates are entitled to use, integrate, and adopt such Goods or Services without any restriction and for all designated purposes.
 - b) If Supplier delivers or provides to Serrala any intangible works including but not limited to software, videos or films, graphics, texts, advertising materials and presentations, commercial advice and concepts, know-how and databases, and, (i) if Serrala has directly or indirectly, paid for the costs of time and material for such works, or (ii) if such works have been made primarily for and with the participation of Serrala or Serrala's personal, ((i) and (ii) hereinafter "**Contract Work**"); Serrala receives title to all Intellectual Property Rights in such Contract Work and such Contract Work shall be deemed as 'work made for hire', in any case and in the subsidiary, Supplier hereby grants Serrala the unlimited exclusive, transferable, sublicensable perpetual, worldwide and irrevocable right to use and exploit all Intellectual Property Rights in the Contract Work without limitation in manner and for all known and unknown types of use. Supplier grants Serrala the sole and unrestricted ownership right to the Contract Work to which such ownership can be established and transferred. In particular, Serrala shall be entitled without restriction to reproduce, edit (including combining software with other programs, redesigning, converting into other programming languages and for other operating systems), transfer into other forms of presentation and otherwise modify, continue and supplement the Contract Work, distribute the Contract Work in unmodified and modified form, publicly reproduce the Contract Work by wire and wirelessly, grant sublicences and transfer all rights of use granted against payment and free of charge.

§ 7 Defects

1. Serrala's rights in case of defects in material and title and in case of other breaches of duty by Supplier are governed by the statutory provisions, unless otherwise stipulated below.

2. In deviation from § 442 Paragraph 1 Sentence 2 of the German Civil Code (BGB), claims for defects are not excluded if Serrala remained unaware of the defect due to gross negligence.
3. The statutory provisions §§ 377, 381 of the German Commercial Code (HGB) on inspection and complaint obligation apply under the following condition:
 - a) Serrala's inspection obligation is limited to external sample checks.
 - b) Should acceptance be agreed in the Contract, Serrala has no inspection obligation.
 - c) In case any defects are revealed subsequently, Serrala shall inform Supplier within two weeks.
4. Supplementary performance also includes the disassembly of defective Goods and re-installation, should Goods have been built into another item or should they have been combined with another object in accordance with their nature and purpose of use; Serrala's statutory claim to the reimbursement of relevant expenses remain unaffected. As long Serrala does not act with intent or gross negligence, Serrala is not liable for Supplier's expenses for inspection and supplementary performance if inspection reveals that the Goods were not defect.
5. Should Supplier fail to provide supplementary performance within a reasonable deadline set by Serrala, Serrala is entitled to correct the defect and Supplier must reimburse Serrala all related reasonable costs.

§ 8 Security, compliance and data protection

1. Regardless of further contractual or statutory obligations, Supplier must ensure that the Goods and Services do not constitute risk to Serrala Group's IT systems and IT security. Supplier shall take all reasonable measures in accordance with the state of the art to ensure IT security and, on Serrala's written request, shall account to Serrala on such measures.
2. Supplier warrants that all Goods and Services comply with the applicable legal requirements, including applicable data protection law, and have been manufactured and distributed in compliance with all applicable legal requirements of the EU (including EU Member States), the UK, Switzerland, and the USA, including, without limitation, that the Goods and Services (including relevant upstream products), (i) do not violate or have been manufactured in violation of the UK Modern Slavery Act of 2015 or similar regimes, (ii) have not been produced by child labor in violation of international law, (iii) have not been imported from sanctioned third countries in violation of international sanctions regimes, and (iv) have not been produced in violation of applicable labor laws and regulations.

§ 9 Miscellaneous

1. The Contract and the entire business relationship between Serrala and Supplier is governed by German law under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods. The courts in Hamburg (Germany) have exclusive jurisdictions on all disputes arising out of or in connection with the Contract.
2. The limitation period for claims for defects, and any other claims of Serrala against Supplier, is 3 years, calculated from the Delivery Date, unless the Contract or statutory law provide for a longer limitation period. Claims arising from title defects shall not become time barred as long as the third-party title holder can assert rights against Serrala.
3. Supplier cannot assign, transfer, encumber or subcontract the Contract, or any parts thereof (including any claims against Serrala) without Serrala's prior written approval.
4. The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

§ 10 Additional Terms

1. In addition, and supplemental to these Procurement Terms, additional terms and conditions apply and are hereby incorporated into the Contract (the "**Supplementary Terms**"). Such Supplementary Terms and their application are as follows:
 - a) In addition to the Procurement Terms, the Additional Provisions for Licensing of Software to Serrala, Version 02. 02/2023 (the "**Software Licensing Terms**") shall apply to Contracts concerning or involving the purchase, subscription or lease of Software and Software Licenses by Serrala Group. Please refer to www.serrala.com/terms-and-conditions
 - b) In addition to the Procurement Terms, the Additional Provisions for Obtaining Cloud Services by Serrala, Version 02. 02/2023 (the "**Cloud Terms**") shall apply to Contracts concerning or involving the procurement or use of cloud services, including SaaS and access to platforms or online offerings by Serrala Group. Please refer to www.serrala.com/terms-and-conditions.

- c) In addition to the Procurement Terms, the Additional Provisions for Human Resources Services provided to Serrala, Version 02.02/2023 (the “**HR Service Terms**”) shall apply to Contracts related to the placement or other procurement of employees, freelancers, or other personnel, in particular recruitment, head-hunting, talent acquisition, staffing agency or agency contracts on the recruitment of personnel, from Supplier to Serrala. Please refer to www.serrala.com/terms-and-conditions.
2. If and to the extent that such Supplementary Terms apply to a Contract, they shall take precedence over the Procurement Terms.