

General Terms & Conditions of Procurement

General Logistics Systems Germany GmbH & Co. OHG and GLS IT Services GmbH
GLS Germany-Str. 1-7, 36286 Neuenstein, Germany



1. Scope and subject-matter

- 1.1. The following terms and conditions shall apply to all contracts to cover requirements for material goods and comparable services between General Logistics Systems Germany GmbH & Co. OHG or GLS IT Services GmbH (the contracting company hereinafter referred to as the "Client") and the Contractor, unless otherwise agreed in writing.
- 1.2. The subject-matter of the contract is shown by the contract made between the Client and the Contractor, which in the event of conflicts, deviations and cases of any doubt shall take precedence over these General Terms and Conditions of Procurement.
- 1.3. At such time as the goods and services are provided for the first time under the present General Terms and Conditions, the Contractor is deemed to acknowledge that they shall be solely applicable to any further contracts with the Client as well.

2. Formation of contract

- 2.1. A contract is only deemed to have been formed following written confirmation of the Contractor's offer by the Client, or following placement of an order by the Client and the receipt of a corresponding order confirmation, or provision of the goods and services by the Contractor.
- 2.2. Ancillary agreements and agreements departing herefrom shall only be legally valid if made in written form. Oral agreements shall only be effective following confirmation by the Client in written form.
- 2.3. Correspondence in commercial contract matters shall be conducted exclusively with the procurement department of the Client. To the extent that they are to constitute the making of contractual agreements, arrangements with other departments modifying the commercial points stipulated in the contract shall require express written confirmation by the Client's procurement department in the form of an addendum to the contract.
- 2.4. Orders must be confirmed by the Contractor immediately, indicating the business reference of the Client. If the Contractor has not confirmed the order or begun performing the order within two weeks, the Client shall be entitled to rescind the order free-of-charge.
- 2.5. The Client may, following conclusion of the contract, demand changes to the scope of goods and services in terms of quantity and/or quality, to the extent of the Contractor's ability, provided that this is reasonable to the Contractor and that an agreement on any price changes is reached.
- 2.6. Terms and conditions departing herefrom or supplementing the present General Terms and Conditions shall not apply. General terms of the Contractor contained in its GTCs or in its confirmation of the order are hereby expressly objected to. Unconditional acceptance of confirmations of orders or of deliveries of goods shall not constitute acceptance of any such terms.

3. General duties of Contractor

- 3.1. Where the Contractor sees that the specifications of the Client (in particular any concept, documentation, other specified tasks or other specifications) are objectively incapable of execution, defective or unclear, it must promptly notify the Client thereof in writing, together with technical justifications for its view.
- 3.2. The Contractor shall ensure that the goods/services provided by it correspond to the latest state-of-the-art as of the time of conclusion of the contract, as well as the relevant legal rules and guidelines of public authorities, professional associations and trade associations.
- 3.3. The Contractor shall indemnify the Client and hold it harmless against all civil law claims and necessary legal costs asserted by third parties against the Client because of its culpable act or the culpable actions of its vicarious agents imputable to it.
- 3.4. To the extent of its commercial and technical abilities, the Contractor shall produce the products and services contracted for in as environmentally friendly a manner as possible.
- 3.5. The Contractor's liability is not limited and shall be governed solely by the provisions of applicable law.
- 3.6. The Contractor may only exercise a right of set-off on the basis of undisputed claims or claims which have been adjudicated with *res judicata* effect and may only exercise a right of retention on the basis of such claims.
- 3.7. Where shipping via the Client or any GLS Group entity is possible, then the Contractor shall use this means of transport.

4. Shipping and packaging

- 4.1. The Contractor must provide delivery notes together with every shipment. The shipment must be precisely described therein in terms of type and quantity. The Client's complete order number, the office placing the order or, in the case of framework

agreements, the office issuing the call-off order, the material number(s) and the delivery address must be shown in the delivery note.

- 4.2. The Contractor must deliver the goods ordered to the delivery address specified in the contract, at the Contractor's own risk and cost.
- 4.3. Unless otherwise stipulated in the contracts, the place of performance is 36286 Neuenstein. The recipient of the goods and services may also be a third party identified in writing, instead of the Client.
- 4.4. The Contractor must ensure that the packaging is safe for transport. The packaging should be selected such that it is as environmentally friendly as possible. It must be easy to remove and dispose of. The use of disposable pallets is prohibited.

5. Minimum wage

- 5.1. The Contractor hereby warrants that the wage paid to its employees corresponds, in amount, at least to the statutory minimum wage and that it meets the obligations arising out of the Collective Bargaining Act and Minimum Wage Act ([German acronym: MiLoG]).
- 5.2. The Contractor shall also impose, in writing, a duty on any sub-contractors engaged by it to comply with MiLoG.
- 5.3. The Contractor hereby warrants that it has not in the past been sanctioned by a public authority or a court for any violation of these or other legal obligations in the area of employee remuneration and in particular that it has not been excluded from eligibility for public contracting.
- 5.4. Upon request of the Client, the Contractor shall furnish evidence, by appropriate documentation, that it pays its employees the minimum wage.
- 5.5. Where the Client is subject to third-party claims on the basis of a violation of MiLoG by the Contractor or the Contractor's sub-contractors, the Contractor shall indemnify and hold the Client harmless against such claims, its necessary legal costs and all sanctions, fines and all other measures or claims under public law.
- 5.6. Where the Contractor or one of its sub-contractors violates any of the provisions of MiLoG, the Client shall be entitled to terminate the contract without notice.

6. Prices

- 6.1. Unless otherwise agreed, prices stated in the contract are fixed prices. Claims for additional amounts are not permitted. The agreed prices are deemed full and final compensation for all of the costs incurred in connection with performance of the contract (in particular: packaging, shipping, insurance, customs clearance, assembly, excise duties). The prices are quoted exclusive of VAT.
- 6.2. The calculation of volume discounts and other discounts shall take account of the revenue generated by the Contractor with all of GLS Group's organisational units (GLS Germany GmbH & Co. OHG and its affiliated companies).

7. Invoices

- 7.1. The Client shall only make payments on the basis of complete (sec. 7.2) and verifiable invoices complying with the current rules under tax law. All payments made by the Client must be shown in the final invoice.
- 7.2. Invoices shall be sent in a single copy, together with all related documents following completion of the deliveries of goods or services to the location specified by the Client. The invoice must contain the same information as the delivery note (see sec. 4.1).
- 7.3. Payments shall be made following receipt of a verifiable invoice within 14 days (applying a 2% discount) or within 30 days net, and are made solely in EURO plus the legal rate of VAT in each case.
- 7.4. Payments by the Client do not imply any acknowledgement of the correctness of the invoice.
- 7.5. The Client may exercise a right of set-off against any claims the Contractor has against it on the basis of all of the claims by the Client or the German companies in which the Client holds a direct or indirect majority interest against the Contractor.
- 7.6. Claims of the Contractor under this contract may only be assigned to third parties with the Client's written consent.

8. Rights of use

The Contractor hereby grants the Client an exclusive right of use, processing, exploitation and duplication, unlimited in geographical, temporal and substantive scope, which shall likewise be irrevocable and assignable, for all purposes and known types of use, and in particular for commercial use, in respect of

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the individually produced works and parts of works for which copyright or other intellectual property protection exists.

9. Default

- 9.1. The agreed delivery and/or performance deadlines shall be binding on the Contractor. Early deliveries or partial deliveries shall require the Client's agreement. As to the timeliness of deliveries or supplementary performance, the physical delivery to the receiving office specified by the Client shall govern; for the timeliness of deliveries involving installation and assembly, timeliness shall be governed by the time of formal acceptance.
- 9.2. Where the Contractor sees that it is unable to meet agreed deadlines, it shall notify the Client promptly thereof, indicating the reasons for the delay. The Contractor's duty to comply with agreed deadlines remains unaffected hereby.
- 9.3. Where the Contractor is in default, the Client shall be entitled to assert its statutory claims, even in the event that a contractual penalty has been agreed for late delivery, in which case the penalty shall be credited accordingly. The Client shall, in particular, be entitled to effect cover purchases and to charge the additional cost thereof to the Contractor.
- 9.4. Where the failure to comply with a binding deadline or a binding period is due to an unforeseen event (*force majeure*) beyond the control of the Contractor, such deadline or period shall be extended by a reasonable time.
- 9.5. The Client may accept the receipt of goods which are delayed by giving an express declaration to the Contractor. In such case, the Client reserves the right to assert damages for delay.

10. Warranty for defects

- 10.1. Acceptance of the goods/services shall not be deemed approval of the same. In the event that the goods/services are defective, the Client shall be entitled to assert the statutory claims for defects.
- 10.2. Defective goods or delivery of goods which is not in compliance with the contract may be returned to the Contractor at the Contractor's risk and expense.
- 10.3. Claims for defects shall become time-barred, provided that the Contractor has not fraudulently concealed the defect, upon expiry of a period of 2 years from delivery or acceptance of the goods or other services.
- 10.4. Where sec. 377 of the German Commercial Code [German acronym: HGB] applies, a notification of defects shall be deemed timely if it takes place within 14 days, calculated from the date of delivery of the goods or from discovery of a defect which was not initially manifest.
- 10.5. The Contractor hereby warrants that all of the goods delivered are his own property and further warrants that both these goods and all other services are free of third-party intellectual property rights. It shall indemnify and hold the Client harmless upon first written demand against third-party claims based on culpable infringements of intellectual property rights, and in particular, shall indemnify the Client for necessary legal costs arising out of infringements of this kind, provided they are not based on the Client's intentional act or gross negligence.

11. Confidentiality and data protection

- 11.1. The Contractor shall treat all confidential information, business or trade secrets to which it has access in connection with the parties' contract in strict confidence, and shall, in particular, not divulge them to third parties or otherwise exploit them. In addition, the Contractor shall observe postal secrecy and comply with the statutory rules on data protection. Any non-disclosure agreements made between the parties shall remain unaffected hereby.
- 11.2. The Contractor further warrants that its employees and other vicarious agents and sub-contractors shall also discharge the obligations referred to under 11.1 hereof.
- 11.3. The Client is entitled to process (within the meaning of the legal data protection definitions) the data received relating or connected to the business relationship with the Contractor, regardless of whether that data stems from the Contractor itself or from third parties.

12. Compliance and ESG

- 12.1. The Contractor undertakes to comply with all applicable laws, regulations and rules in the course of its activities and business on behalf of the Client, including, but not limited to, those relating to international sanctions, the fight against bribery and corruption, human rights, working conditions, health and safety, environmental protection, data protection, fair competition and anti-money laundering.
- 12.2. The Contractor shall immediately inform the Client of any suspicion, investigation or actual breach of the obligations described

below, insofar as these relate to its activities on behalf of the Client.

a) International sanctions and trade controls

The Contractor must comply with all applicable restrictive measures, trade embargoes or economic sanctions imposed by the European Union, the United Kingdom, the United Nations or any other competent authority. The Contractor shall not participate, either directly or indirectly, in any transactions that violate such sanctions, nor shall it conduct business with any persons or organisations listed on international sanctions lists. The Contractor must inform the Client immediately if it, any of its subsidiaries or employees are listed on such lists or become the subject of an investigation into alleged breaches of sanctions regulations.

b) Combating bribery and corruption

The Contractor must strictly comply with all national and international laws on the prevention of bribery and corruption. In particular:

- i) It must not offer, promise or grant any financial or other benefits, directly or indirectly, to any person – whether in the public or private sector – in order to improperly influence that person's decisions or to gain an unjustified advantage.
- ii) It must not solicit, accept or receive any benefits intended to induce or reward improper conduct.
- iii) So-called 'facilitation payments' are strictly prohibited, regardless of their value.
- iv) No financial or in-kind benefits may be granted to public officials or representatives of public bodies with the aim of influencing them in the performance of their duties.
- v) The Contractor must implement appropriate internal controls, training and compliance measures to prevent, detect and rectify any corruption, bribery or unethical conduct.

c) Human rights and working conditions

The contractor must respect internationally recognised human rights and ensure that it does not become complicit in human rights violations. It must not tolerate child labour or any form of forced or compulsory labour. The contractor must comply with all applicable labour laws regarding working hours, wages and social benefits, whilst ensuring freedom of association, collective bargaining and equal treatment without discrimination.

d) Health, Safety and Well-being

The Contractor must ensure a safe and healthy working environment in accordance with applicable laws and take the necessary preventive measures to avoid accidents and occupational illnesses.

e) Environment and Sustainability

The Contractor must comply with all applicable environmental laws, use natural resources responsibly and endeavour to minimise the environmental impact of its business activities.

f) Intellectual Property

The Contractor must comply with all applicable laws and respect intellectual property rights, including the proper and authorised use of the GLS brand.

g) Fair Competition and Conflicts of Interest

The Contractor must comply with competition and antitrust laws and avoid anti-competitive practices. The Contractor must disclose to the Client any actual or potential conflict of interest that could affect the business relationship.

h) Supply chain responsibility

The Contractor must take appropriate measures to ensure that its own suppliers and subcontractors comply with the standards set out in this clause.

i) Whistleblowing and prohibition of retaliation

The Client shall provide a confidential whistleblowing channel through which suspected breaches of this clause or the GLS Code of Conduct may be reported. The Contractor shall not take any retaliatory action against persons who report potential breaches in good faith.

12.3 Consequences of non-compliance

In the event of an intentional or negligent breach of the obligations contained in this Clause 12, the client may unilaterally terminate this Agreement with immediate effect, without prejudice to any other rights or remedies to which it is entitled.

13. Compliance with German Supply Chain Due Diligence Act (SCDDA)

- 13.1. The client expects, in light of the Act on Corporate Due Diligence to Prevent Human Rights Violations in Supply Chains (Supply Chain Due Diligence Act – SCDDA) and the GLS Declaration of Principles pursuant to Section 6 (2) SCDDA (<https://www.gls->

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pakete.de/en/corporate/supply-chain-due-diligence-act), the client expects the contractor to comply with fundamental human rights and environmental standards in its own business area and in the supply chain. These include, but are not limited to:

- Prohibition of the employment of children below the age at which compulsory schooling ends according to the law of the place of employment, whereby the minimum age for employment may not be less than 15 years;
- Prohibition of the worst forms of child labour for children under 18 years of age;
- Prohibition of the employment of persons in forced labour;
- Prohibition of all forms of slavery, slave-like practices, serfdom or other forms of domination or oppression in the workplace environment;
- Prohibition of disregard for occupational health and safety obligations applicable under the law of the place of employment;
- Prohibition of disregard for freedom of association;
- Prohibition of unequal treatment in employment, for example on the basis of national and ethnic origin, social background, health status, disability, sexual orientation, age, gender, political opinion, religion or belief;
- Prohibition of withholding adequate wages;
- Prohibition of causing harmful soil changes, water pollution, air pollution, harmful noise emissions or excessive water consumption.

- 13.2. Further details can be found in the GLS Code of Conduct for Suppliers, which hereby becomes an integral part of the contract. The GLS Code of Conduct for Suppliers is published on the website of the client (<https://www.gls-pakete.de/en/corporate/compliance-whistleblower-protection>). The contractor is aware that the GLS Code of Conduct for Suppliers exclusively reflects the current human rights and environmental expectations of the client; the GLS Code of Conduct for Suppliers may need to be adapted in the future due to changes in risk assessments. For this reason, the client reserves the right to update the GLS Code of Conduct for Suppliers accordingly; the contractor agrees to this right of amendment and hereby accepts that the GLS Code of Conduct for Suppliers shall become an integral part of the contract not only in its current version, but also in its future versions. The client will inform the contractor of any changes in an appropriate manner, for example by posting a notice on the website.
- 13.3. Contractors who themselves fall within the scope of the SCDDA hereby undertake to comply with the SCDDA and the GLS Code of Conduct for Suppliers in its currently valid version. From contractors who do not themselves fall within the scope of the SCDDA, the client expects compliance with the provisions of the GLS Code of Conduct for Suppliers in its currently valid version.
- 13.4. The contractor shall, at the latest upon request by the client, create a supplier profile on the EcoVadis rating platform (<https://ecovadis.com>) at its own expense and share it with the client. The contractor shall keep this profile up to date at its own expense.
- 13.5. The contractor shall make reasonable efforts, depending on the risk, to ensure compliance with the obligations contained in this SCDDA compliance clause in its own business area and by its subcontractors. The contractor is expressly entitled to fulfil this obligation on the basis of its own code of conduct, provided that this essentially corresponds to the GLS Code of Conduct for Suppliers in terms of content.
- 13.6. The contractor shall ensure that its employees have access to the complaints procedure established at the client. The contact information can be found in the GLS Code of Conduct for Suppliers and on the website of the client GLS (<https://www.gls-pakete.de/en/corporate/supply-chain-due-diligence-act>). In particular, the contractor/supplier shall not take any action that hinders or impedes access to the complaints procedure. Any form of discrimination against employees who use or wish to use the complaints procedure is prohibited.
- 13.7. As soon as the client becomes aware that a violation of a human rights or environmental obligation is imminent or has already occurred at the contractor's premises, the client shall be entitled to take appropriate remedial measures immediately in consultation with the contractor in order to prevent or end the violation or minimise its extent. The contractor is obliged to cooperate in this regard; in particular, the client has a right to information if and to the extent necessary to clarify the facts of the case; Questions must be answered truthfully. The costs of the remedial measures shall be agreed separately between the client and the contractor, taking into account in particular the contribution to the cause and the economic capacity of the contractor.
- 13.8. Depending on the risk profile of the contractor, the client is entitled to train the contractor on the contents of the SCDDA or the GLS Code of Conduct for Suppliers. The client is also entitled to verify compliance with this SCDDA compliance clause by taking appropriate measures. This may take the form of questionnaires, for example, but depending on the risk and subject to appropriateness, it may also take the form of ad hoc or regular on-site inspections at the contractor's premises by the client itself or a third party commissioned by the client, with the intervals between regular inspections being determined at its reasonable discretion. On-site inspections shall always be announced in advance. They shall take place during normal business hours and shall be carried out together with representatives of the contractor, with sufficient protection of trade and business secrets and in compliance with data protection regulations. The right to carry out on-site inspections includes, in particular, the right to enter and inspect the business premises of the contractor, to view business documents and to question employees. The

provisions of section 13.7 sentence 2 regarding the contractor's obligation to cooperate and section 13.7 sentence 3 regarding costs shall apply accordingly.

- 13.9. In the event of a breach of this SCDDA compliance clause by the contractor, the client shall be entitled to terminate contract if the breach is not remedied within a reasonable period of time after being requested to do so. In the event of a serious breach that makes the continuation of the contract unreasonable for the client, a deadline is not required and the client is entitled to terminate the contract without notice. The same applies if the contractor seriously refuses to remedy the breach.

14. Final provisions

- 14.1. In addition to the provisions set forth in this contract, the provisions of applicable law shall apply. The law of the Federal Republic of Germany applicable to legal relations of domestic parties shall govern. The law on the United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- 14.2. Jurisdiction and venue shall lie with the courts of Bad Hersfeld. The Client may also sue the Contractor in the courts with general jurisdiction over the Contractor.
- 14.3. In the case of invalidity or unenforceability of individual provisions of this contract, the validity of the remaining provisions thereof shall remain unaffected. In lieu of the invalid or unenforceable provision, the parties intend that a reasonable provision shall apply which comes the closest to the commercial purposes sought by the invalid or unenforceable provision. The same shall apply in cases of supplementary contract interpretation, in the event that a contractual gap should be found in the contract or these Terms and Conditions.