

Terms and Conditions for Works and Services

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** The following terms and conditions apply to all contracts for the commissioning of works and services (hereinafter collectively referred to as "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. Services within the meaning of these terms and conditions are all works and services, including consultancy, planning, organisation, development, preparation and related services and similar works.
- 1.3. The subject matter of the contract is set out in the contract concluded between the Client and the Contractor, which shall take precedence over these General Terms and Conditions in the event of any contradictions, deviations or in cases of doubt.
- 1.4. Unless otherwise specified in the contracts, the place of performance is 36286 Neuenstein. Apart from the Client, the recipient of the services may also be a third party named in writing.
- 1.5. Upon the first provision of the service in accordance with these General Terms and Conditions, the Contractor acknowledges their exclusive applicability to all further contracts with the Client.
- 2. Conclusion of Contract**
- 2.1. A contract is concluded exclusively upon written confirmation of a quotation from the Contractor by the Client, or upon an order placed by the Client and receipt of a corresponding order confirmation, or upon the performance of the services by the Contractor.
- 2.2. Side agreements and deviating arrangements must be in writing to be legally valid. Verbal agreements shall only become effective upon written confirmation by the Client.
- 2.3. Correspondence regarding commercial contractual matters must be conducted exclusively with the Client's purchasing department. Any arrangements with other departments which are intended to alter the commercial terms set out in the contract require the express written confirmation of the Client's purchasing department in the form of an addendum to the contract. Orders must be confirmed by the contractor without delay, quoting the client's reference number. If the contractor has not confirmed the order or commenced performance within two weeks, the client is entitled to cancel the order free of charge.
- 2.4. Any deviating or supplementary contractual terms and conditions shall not apply. The Contractor's terms and conditions set out in its General Terms and Conditions or order confirmation are hereby expressly rejected. Unconditional acceptance of order confirmations or deliveries does not constitute acceptance of such terms and conditions.
- 3. General obligations of the Contractor**
- 3.1. If the Contractor realises that the Client's description of the service (in particular a concept, other tasks or specifications) is objectively unfeasible, incorrect or unclear, they must notify the Client of this immediately in writing, providing a technical justification.
- 3.2. The Contractor shall perform its services in accordance with the principles of proper professional practice through qualified and reliable staff within the agreed timeframe. It undertakes to ensure the completeness and factual accuracy of all documents produced by it.
- 3.3. The Contractor is obliged to enforce compliance with the provisions of the contract in an appropriate manner, to monitor them on an ongoing basis and to notify the Client immediately if breaches occur or are to be feared.
- 3.4. The Contractor shall ensure that the services provided by it comply with the standards generally applicable at the time of conclusion of the contract, current statutory provisions, guidelines and technical standards of authorities, professional associations and trade bodies, as well as the IT standards applicable to the Client and communicated by the Client.
- 3.5. The Contractor undertakes to provide the services owed by it free from any third-party rights, in particular patent and copyright rights.
- 3.6. The Contractor may only set off claims that are undisputed or have been established by a final and binding court decision, and may only exercise a right of retention in respect of such claims.
- 3.7. The Contractor's liability is not limited and is governed by the statutory provisions. The Contractor shall, within the scope of its liability towards the Client, indemnify the Client against all civil law claims and necessary legal costs asserted against the Client by third parties on the basis of the Contractor's culpable conduct or the attributable, culpable conduct of its vicarious agents.
- 4. Contractor's employees, subcontractors**
- 4.1. The right to issue technical and disciplinary instructions to the Contractor's employees rests with the Contractor. This also applies where services are performed on the Client's premises for project-related reasons.
- 4.2. If an employee deployed by the Contractor to fulfil its contractual obligations is replaced by another, the costs thereof shall be borne by the Contractor.
- 4.3. When selecting employees, the Contractor shall take the Client's interests into account appropriately.
- 4.4. Insofar as the provision of services requires the Contractor's employees to work on the Client's premises, the Contractor shall inform the Client of this in writing, stating the names of the employees and the period of their presence.
- 4.5. The Contractor undertakes, at the Client's request, to immediately withdraw employees working on the Client's premises and to replace them with equally qualified employees if they jeopardise the Client's industrial peace or security interests.
- 4.6. The Contractor's employees deployed to fulfil the contract shall be issued with visitor passes for the duration of their work on the Client's premises, which shall grant them access to the Client's premises during normal working hours. The Contractor shall ensure that these visitor passes are kept safe by its employees and returned to the Client immediately upon completion of the assignment. Any loss must be reported to the Client immediately.
- 4.7. The Contractor's employees deployed to perform the contract must – where applicable – comply with the Client's company guidelines on house rules, safety regulations and IT security as provided by the Client.
- 4.8. Neither these General Terms and Conditions of Purchase nor the purchase orders shall give rise to any employment contracts between the Client and the Contractor's employees.
- 4.9. The Contractor may only engage subcontractors with the Client's written consent. However, the Contractor's liability for the entire service remains unaffected by this.
- 4.10. With regard to safety regulations, when carrying out orders at the Client's premises and business locations, the instructions of the persons and employees at the Client responsible for the control and monitoring of safety regulations and rules must be followed.
- 5. Minimum wage**
- 5.1. The Contractor guarantees that the wages paid to its employees shall be at least equal to the statutory minimum wage and that it shall comply with the obligations arising from the Minimum Wage Act (MiLoG).
- 5.2. The Contractor shall also require any subcontractors it engages to comply with the MiLoG in writing.
- 5.3. The Contractor warrants that it has not in the past been subject to administrative or judicial sanctions for breaches of these or other statutory obligations relating to wage payments, and in particular has not been excluded from the award of public contracts.
- 5.4. Upon request by the Client, the Contractor must provide suitable documentation to prove payment of the minimum wage.
- 5.5. Should the Client face claims from third parties due to a breach of the MiLoG by the Contractor or its subcontractors, the Contractor shall fully indemnify the Client against such claims.
- 5.6. Should the contractor or any of its subcontractors breach the provisions of the MiLoG, the client shall be entitled to terminate the contractual relationship with immediate effect.
- 6. Cooperation of the Client**
- 6.1. The Client shall support the Contractor in the performance of its contractually agreed services to the extent that this is reasonable.
- 6.2. The Client shall, upon request, make available to the Contractor the documents and information required for the performance of the services and available to the Client.
- 6.3. Insofar as services are to be performed at the Client's premises for project-related reasons, the Client shall be responsible for providing the necessary workstations, computer time and software free of charge within the scope of normal working hours.
- 6.4. The Contractor is obliged to inform the Client in good time of the extent of cooperation required. Delays and/or additional costs arising from the Contractor's failure to inform the Client in good time or in full of the extent of the Client's duty to cooperate shall be borne by the Contractor.
- 6.5. The Contractor shall request the Client in writing and in detail to fulfil its obligation to cooperate, insofar as the Client does not do so of its own accord and the Contractor considers this to be hindering the timely performance of its services.
- 7. Rights of use**
- 7.1. The rights to the work results, interim results and all other service results, in particular exploitation rights, shall vest exclusively in the Client.
- 7.2. The Contractor grants the Client, in respect of services provided individually for the Client, in particular the exclusive, irrevocable and transferable right of use, exploitation and reproduction of the work results and all other protectable services, without restriction as to time or place, for all purposes and known types of use, in particular for commercial use.
- 7.3. A right to edit, modify and further develop the work results is also granted.
- 7.4. No copyright notices within the meaning of Section 13 of the German Copyright Act (UrhG) are to be affixed to the work products. The Contractor warrants to the Client that its employees or other

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persons engaged by the Contractor have, within the scope of their employment and/or service contracts, waived their right to be named, including in relation to the Contractor's clients. The Contractor shall, upon first request, indemnify the Client against all claims asserted against the Client by the employees or other persons engaged by the Contractor to fulfil its obligations under this contract, in particular pursuant to Sections 32 and 32a of the German Copyright Act (UrhG).

- 7.5. The Client is entitled to grant and/or sell non-exclusive or exclusive rights of use to the work results to third parties, either for a fee or free of charge, in the course of exploiting the rights of use.
- 7.6. The Contractor is not permitted to reproduce, edit, disclose, publish or otherwise use the work results, interim results and all other deliverables, in whole or in part.
- 7.7. The Contractor remains authorised to continue using standard programmes, programme modules and know-how contributed by them in the development of the work results, interim results and all other deliverables, including for third-party contracts.

8. Changes to the service

- 8.1. After conclusion of the contract, the Client may request changes to the scope of services within the limits of the Contractor's capacity, unless this is unreasonable for the Contractor.
- 8.2. The Contractor shall examine the Client's request for changes and inform the Client within 5 working days whether the request for changes is unreasonable or impracticable for the Contractor. If the request for changes is reasonable and practicable, the Contractor shall simultaneously indicate whether a comprehensive review is required or not.
- 8.3. If an extensive review of the request for change is required, the Contractor shall at the same time submit a corresponding review proposal with details of the remuneration. The Client shall either accept or reject the review proposal within 10 working days of receiving it.
- 8.4. If an extensive review of the change request is not required, the Contractor shall submit an implementation proposal specifying the performance period, planned deadlines and the impact on remuneration. The performance periods shall be extended by the number of working days during which work was interrupted as a result of the change request or the review of the change request.
- 8.5. Agreed changes to the services must be documented in a binding manner by amending the contract accordingly.
- 8.6. Until an agreement is reached on the conduct of a review in accordance with Clause 8.3 or on the change requested by the Client, the services shall be performed in accordance with the contractual agreements in force prior to the request for change, unless the Client requests an interruption in accordance with Clause 9.

9. Suspension of the performance of the contract

- 9.1. In the event of a notification by the Contractor in accordance with Clause 3.1 or a request for amendment by the Client in accordance with Clause 8.1, the Client may at any time request an interruption in the performance of all or individual services. If the Client does not request the suspension and the Contractor realises that continuing the work on the basis of the existing specifications would lead to unusable results, the Contractor must notify the Client of this in writing without delay.
- 9.2. The agreed performance deadlines shall be adjusted in accordance with the extent of the part of the service delayed by the suspension, up to a maximum of the number of working days lost for the performance of the contract as a result of the suspension.

10. Cooperation between the contracting parties

- 10.1. The Client and the Contractor shall each appoint a competent person and their deputy, who shall be available as contact persons during the performance of the contract and shall be authorised to take the necessary decisions or to ensure that these are taken without delay. A change of these persons is only possible for good cause; the contracting party must be notified of this in writing without delay.
- 10.2. The Client is entitled at any time to request an inspection of the performance of the services and an explanation of the progress of the work.
- 10.3. Depending on the nature and scope of the project, the contracting parties shall meet at regular intervals to assess the progress of the project and discuss any outstanding issues. The content and outcome of the meetings shall be recorded in minutes to be signed by both contracting parties.
- 10.4. Services created electronically shall be continuously backed up by the contractor in partial results corresponding to the project progress, taking into account the necessary software environment. The backup copies shall be stored off-site and kept in a professional manner.
- 10.5. If, with regard to agreed interim or completion dates, the progress of the work proves to be insufficient, defects in the services become apparent, or there is a disproportionate use of the Client's hardware in relation to the progress of the work, the Contractor

shall be obliged, at the Client's request, to remedy the situation immediately at no additional cost to the Client.

11. Remuneration

- 11.1. Unless otherwise agreed, the prices stated in the contract are fixed prices and include all costs and ancillary costs associated with the performance of the services, in particular travel and accommodation costs, additional meal expenses, labour and material costs. They are exclusive of statutory VAT.
- 11.2. If a fixed price has been agreed, the contractor shall, upon proper performance of the services, issue a verifiable invoice that complies with current tax regulations.
- 11.3. If remuneration on a time and materials basis has been agreed, the Contractor's services shall be recorded on an hourly basis and invoiced to the Client monthly in arrears.
- 11.4. Hours to be invoiced shall be documented by a record of activities signed by the Contractor and countersigned by the Client's contact person named in the contract or their deputy. This record of activities must be attached to the invoice.
- 11.5. If an upper limit has been set for agreed remuneration on a time and materials basis, the Contractor remains obliged to perform the service in full even if this upper limit is reached.
- 11.6. Services provided on a single day shall not be remunerated after the 10th hour.
- 11.7. Travel time for the Contractor's employees shall not be invoiced separately.
- 11.8. If the Client terminates the contract for good cause due to a breach of contract by the Contractor, the services rendered shall only be remunerated to the extent that the Client can use them for their intended purpose. Any damages to be compensated to the Client shall be taken into account in the settlement.

12. Invoices

- 12.1. The Client shall make payments only against verifiable and complete invoices that comply with current tax regulations. All payments made by the Client must be listed in the final invoice.
- 12.2. Invoices must be sent in a single copy, together with all accompanying documents, to the address specified by the Client following delivery or performance of the service.
- 12.3. Payments shall be made within 14 days of receipt of the verifiable invoices with a 2% discount, or within 30 days net, exclusively in EURO plus the applicable VAT.
- 12.4. Payments made by the Client do not constitute acceptance of the invoice.
- 12.5. The Client may set off all claims that the Contractor has against the Client against all claims to which the Client or those domestic companies in which the Client holds a direct or indirect majority stake are entitled against the Contractor.
- 12.6. Claims of the Contractor arising from this contract may only be assigned to third parties with the written consent of the Client.

13. Default

- 13.1. The agreed delivery and/or performance dates are binding. The timeliness of deliveries or subsequent performance shall be determined by delivery to the receiving point specified by the Client; the timeliness of deliveries involving installation and assembly shall be determined by acceptance.
- 13.2. If the Contractor realises that it cannot meet the agreed dates, it must notify the Client of this immediately, stating the reasons. The obligation to meet the agreed dates remains unaffected.
- 13.3. If failure to meet a binding deadline or a binding time limit is attributable to an unforeseeable event (force majeure) beyond the Contractor's control, the deadline or time limit shall be extended by a reasonable period.
- 13.4. If the Contractor defaults on its obligation to perform, the Client may set a reasonable deadline for performance. Upon expiry of the deadline, the Client may carry out the outstanding work itself or have it carried out by third parties at the Contractor's expense. Alternatively, upon the deadline having expired without result, the Client may withdraw from the contract in whole or in part and claim damages in lieu of performance.
- 13.5. If a contractual penalty is agreed in the contract, this shall become payable if the Contractor falls into default regarding compliance with the deadline subject to the contractual penalty. Unless otherwise agreed, a contractual penalty of 0.1% per calendar day of default, up to a maximum total of 5% of the total contract value, shall be charged. The Client shall claim the contractual penalty at the latest upon final payment. If the Contractor is in default, the Client shall be entitled to the statutory claims, even in the event that a contractual penalty for late delivery has been agreed between the parties, in which case this shall be set off accordingly. In all other respects, the statutory provisions shall apply.

14. Functional test, acceptance

- 14.1. In the case of work services, the contractor shall notify the client in writing of the completion of the services. If the inspection confirms that the work services comply with the contract, the client

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- shall declare the services to be in order (acceptance). Prior to declaring acceptance, the Client is only obliged to confirm receipt of the work, documentation and documents relating to the provision of services, etc. Any acknowledgements of receipt do not affect the proper performance of the contract.
- 14.2. In the case of the release or acceptance of partial services, the entirety of the services shall only be accepted upon the Client's final acceptance relating to the contractual interaction of all partial services.
- 14.3. The following clauses 14.3 to 14.10 shall apply in addition to the creation, modification, supplementation or adaptation of software programmes.
- 14.4. Prior to the installation of the programmes on the target platform specified by the Client, the Contractor shall demonstrate, through appropriate testing, the presence of the contractually agreed quality and the essential programme functions within the Contractor's test environment. At the Client's request, test data provided by the Client shall be used for this purpose.
- 14.5. Following the successful completion of the tests in accordance with Clause 14.3 and written notification thereof to the Client, the Contractor shall deliver, install and implement the completed programmes on the target platform specified by the Client in a state ready for operation, and shall at that time provide the Client with all documents pertaining to the contractual completion of its services, including proper and complete documentation in written form.
- 14.6. The operational installation shall be followed by a final functional test, during which the Client, with the Contractor's advisory support, shall verify the programmes' compliance with the agreed specifications. The Contractor is obliged to make suitable staff available free of charge for an appropriate period of time during the functional test.
- 14.7. The Contractor is obliged to rectify any defects arising during the functional test without delay and to demonstrate the result in the course of the functional test. Once the rectification of the defects has been reported, the functional test shall be repeated.
- 14.8. If the programmes do not comply, in whole or in part, with the agreed specifications, the Client is entitled to refuse acceptance. Minor defects do not prevent acceptance.
- 14.9. Upon successful completion of the functional test, the Client shall confirm the correctness of the services by signing an acceptance report.
- 14.10. If the Client declares acceptance despite existing defects, the defects shall be recorded in a written defects report and rectified by the Contractor in accordance with clauses 15.1 and 15.2. Outstanding payments shall become due upon full rectification of the defects. The transfer of rights of use remains unaffected by this.
- 15. Warranty for defects**
- 15.1. Defects in the contractual work shall be rectified by the Contractor within the statutory warranty period from the date of verification of proper performance, following notification by the Client. This shall be done, at the Contractor's discretion, by rectifying the defect free of charge (repair) or by providing a replacement. The expenses required for this purpose, in particular labour and material costs, shall be borne by the Contractor.
- 15.2. If the defect cannot be remedied within a reasonable period or if the replacement delivery has failed for other reasons, the Client may remedy the defect at the Contractor's expense, either themselves or through third parties, and claim reimbursement of futile expenses. Alternatively, the Client shall be entitled to demand a reasonable reduction in the remuneration or to withdraw from the contract and, in addition to withdrawal, to claim damages or reimbursement of the wasted expenditure.
- 15.3. Rectification or replacement shall be deemed to have failed if the Contractor has been given sufficient opportunity to rectify or provide a replacement, if this is impossible, if it is refused by the Contractor or unreasonably delayed, if there are justified doubts as to the prospects of success, or if it is unreasonable for other reasons.
- 15.4. If a service covered by the contract is not performed in accordance with the contract or is performed defectively, the Contractor shall be obliged to perform the service in accordance with the contract within a reasonable period to be set by the Client, at no additional cost to the Client. If the contractual service cannot be performed in accordance with the contract, for reasons for which the Contractor is responsible, even within the reasonable grace period set by the Client, the Client shall be entitled to terminate the individual contract without notice. In this case, the Contractor's services rendered shall only be remunerated to the extent that the Client can use them for their intended purpose. Any damages to be compensated to the Client shall be taken into account in the settlement.
- 15.5. The right to terminate the contract for cause remains unaffected.
- 16. Third-party intellectual property rights**
- 16.1. The Contractor warrants that the contractual use of its services does not infringe the intellectual property rights of third parties.
- 16.2. The Contractor shall indemnify the Client against all claims by third parties arising from the infringement of property rights, in particular industrial property rights or copyrights, in relation to the services covered by the contract.
- 16.3. The Client shall inform the Contractor immediately of any claims made by third parties. The Contractor shall be responsible for the judicial and extrajudicial settlement of such disputes.
- 16.4. If claims are made against the Client under the German Patent Act (16.1), the Contractor shall be entitled and obliged, at its discretion and at its own expense,
- to modify the contractual services in such a way that they no longer fall under the intellectual property rights of third parties, or
 - to secure for the Client the right to use the contractual services without restriction and at no additional cost in accordance with the contract.
- Any further claims by the Client, in particular claims for damages, remain unaffected by this.
- 16.5. In any event, the Contractor shall indemnify the Client against any warning letters and other legal costs incurred.
- 17. Programme code and documentation (software)**
- 17.1. Programmes shall be provided to the Client in machine-readable code.
- 17.2. Programmes developed individually for the Client shall also be provided to the Client in source code. The source code includes not only the pure programme code, but also documentation describing and explaining it, the minimum scope of which shall be such that, after a reasonable familiarisation period, an understanding of the structure and operation of the programmes is possible. The relevant documentation may be partially contained in comment lines within the source code, but must not be limited to this alone; rather, it must at least comprise a coherent overall overview in text form.
- 17.3. Furthermore, the Contractor is obliged to hand over all artefacts arising in connection with the development, such as scripts, test data, presentations, etc., upon completion of the service.
- 17.4. Copies of the source code and documentation must be handed over to the Client upon completion of the service and must correspond to the program status following completion of the functional testing in accordance with Clause 14.9.
- 17.5. The documentation to be produced by the Contractor must comply with generally applicable guidelines and technical standards. Unless otherwise agreed, this shall consist at least of the software architecture design for the use of the programmes, including a description of the data model and data structures, the programme flowcharts and object models, the installation and configuration instructions, the documentation for the Client's system administration, and the user documentation.
- 18. Client's documents and programmes**
- 18.1. Drawings, drafts, plans, samples, print templates, programmes and other documents provided to the Contractor by the Client for the purpose of submitting a tender or performing the contract shall remain the property of the Client. They may not be used for other purposes, reproduced or made accessible to third parties; the Contractor must store them with the care of a prudent businessman, protect them against unauthorised access or use, and return them to the Client at any time upon request, or at the latest upon completion of the contract, without being asked to do so.
- 18.2. The Contractor shall not be entitled to a right of retention over the documents to be returned, unless this is justified by an undisputed or legally established counterclaim.
- 18.3. The Contractor may only use the programmes provided to it by the Client to the extent necessary for the performance of the contract.
- 19. Confidentiality, data protection, data security and data storage**
- 19.1. The Contractor is obliged to treat all confidential information, trade secrets or business secrets obtained within the scope of the contractual relationship as confidential, in particular not to disclose them to third parties or otherwise exploit them. Furthermore, the Contractor must observe postal secrecy and the statutory data protection provisions. Confidentiality agreements concluded between the contracting parties remain unaffected by this obligation.
- 19.2. The Contractor further guarantees that its employees and other vicarious agents and subcontractors shall also fulfil the obligations set out in 19.1.
- 19.3. The Client is entitled to process data relating to the business relationship or in connection with the Contractual Partner, regardless of whether such data originates from the Contractual Partner itself or from third parties, in accordance with the statutory data protection provisions.
- 19.4. Should personal data be processed by the Contractor on behalf of the Client within the scope of the contract, the parties shall conclude a separate agreement on commissioned data processing.

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20. Compliance and ESG

- 20.1 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, anti-bribery and anti-corruption, human rights, working conditions, health and safety, environmental protection, data protection, fair competition and anti-money laundering.
- 20.2 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 provided 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.

21. SCDDA Compliance Clause

- 21.1. Against the background of the Act on Corporate Due Diligence to Prevent Human Rights Violations in Supply Chains (Supply Chain Due Diligence Act – SCDDA) and the [GLS Policy Statement](https://www.gls-pakete.de/en/corporate/supply-chain-due-diligence-act) pursuant to Section 6(2) SCDDA (<https://www.gls-pakete.de/en/corporate/supply-chain-due-diligence-act>), the Client expects the Contractor to comply with fundamental human rights and environmental standards within its own business operations and supply chain. These include, but are not limited to:
- Prohibition on the employment of children under the age at which compulsory schooling ends under the law of the place of employment, whereby the minimum age for employment must not be less than 15 years;
 - Prohibition of the worst forms of child labour for children under the age of 18;
 - Prohibition of the employment of persons in forced labour;
 - Prohibition of all forms of slavery, practices similar to slavery, serfdom or other forms of domination or oppression in the workplace;
 - Prohibition of failure to comply with occupational health and safety obligations under the law of the place of employment;
 - Prohibition of disregard for the freedom of association;
 - Prohibition of unequal treatment in employment, for example on grounds of national or ethnic origin, social background, health status, disability, sexual orientation, age, gender, political opinion, religion or belief;
 - Prohibition of withholding fair wages;
 - Prohibition of causing harmful soil contamination, water pollution, air pollution, harmful noise emissions or excessive water consumption.
- 21.2. Further details can be found in the GLS Code of Conduct for Suppliers, which hereby forms part of this contract. The [GLS Code of Conduct for Suppliers](https://www.gls-pakete.de/en/corporate/compliance-whistleblower-protection) is published on the client's website (<https://www.gls-pakete.de/en/corporate/compliance-whistleblower-protection>). The Contractor is aware that the GLS Code of Conduct for Suppliers reflects solely the Client's current expectations regarding human rights and the environment; where necessary, the GLS Code of Conduct for Suppliers may need to be amended in the future due to changes in risk assessments. Consequently, the Client reserves the right to update the GLS Code of Conduct for Suppliers accordingly; the Contractor agrees to this right to amend and hereby accepts that the GLS Code of Conduct for Suppliers shall form part of the contract not only in its current version but also in any future version that may apply. The Client shall inform the Contractor of any changes in an appropriate manner, for example by means of a notice on the website.
- 21.3. 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 applicable version. The Client expects contractors who do not themselves fall under the SCDDA to comply with the provisions of the GLS Code of Conduct for Suppliers in its currently applicable version.
- 21.4. The Contractor must, 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 must keep this profile up to date at all times at its own expense.
- 21.5. The Contractor shall make reasonable efforts, commensurate with the level of risk, to ensure compliance with the obligations set out in this SCDDA Compliance Clause within its own business operations and through its subcontractors. In doing so, the Contractor is expressly entitled to fulfil this obligation on the basis of its own code of conduct, provided that the content of such code is substantially consistent with the GLS Code of Conduct for Suppliers.
- 21.6. The Contractor shall ensure that its employees have access to the complaints procedure established by the Client. The contact details can be found in the [GLS Code of Conduct for Suppliers](https://www.gls-pakete.de/en/corporate/supply-chain-due-diligence-act) and on the Client's website (<https://www.gls-pakete.de/en/corporate/supply-chain-due-diligence-act>). In particular, the Contractor 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.
- 21.7. As soon as the Client becomes aware that a breach of a human rights or environmental obligation is imminent or has already occurred at the Contractor's premises, the Client is entitled to take appropriate remedial measures without delay, in consultation with the Contractor, to prevent or put an end to the breach or to minimise its extent. The contractor is obliged to cooperate in this regard; in particular, the client has a right to information, provided and to the extent necessary to clarify the facts of the matter; questions must be answered truthfully. The client and the contractor shall agree separately on the costs of the remedial measures, taking into account in particular the contractor's contribution to the cause and their financial capacity.

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- 21.8. Depending on the Contractor's risk profile, 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 further entitled to verify compliance with this SCDDA Compliance Clause by taking appropriate measures. This may, for example, take the form of questionnaires, but may also, depending on the risk and subject to the requirement of proportionality, 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, whereby the intervals between regular inspections shall be determined at the client's reasonable discretion. On-site inspections shall always be announced in advance. They shall take place during normal business hours and shall be carried out in the presence of representatives of the Contractor, with adequate 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 Contractor's business premises, to examine business documents and to question employees. The provisions of clause 13.7, sentence 2, regarding the Contractor's duty to cooperate, and clause 13.7, sentence 3, regarding costs, shall apply mutatis mutandis.
- 21.9. In the event of a breach by the Contractor of this SCDDA Compliance Clause, the Client shall be entitled to terminate the contract, provided that the breach is not remedied within a reasonable period following a request to do so. In the event of a serious breach that makes the continuation of the contract unreasonable for the Client, setting a deadline is unnecessary and the Client is entitled to terminate the contract with immediate effect. The same applies if the Contractor seriously refuses to remedy the breach.

22. Final Provisions

- 22.1. In addition to the provisions of this contract, the statutory provisions shall apply. The law of the Federal Republic of Germany applicable to legal relationships between domestic parties shall apply.
- 22.2. The place of jurisdiction is Bad Hersfeld. The Client may also bring legal proceedings against the Contractor at the Contractor's general place of jurisdiction.
- 22.3. In the event that individual provisions of this contract are invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by an appropriate provision that most closely approximates the economic purpose pursued by the invalid or unenforceable provision. The same shall apply to the supplementary interpretation of the contract should any gaps be found in the contract or these terms and conditions.