



General Terms and Conditions of Business

valantic Supply Chain & Procurement Consulting GmbH

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The following General Terms and Conditions ("**GTC**") apply to all contracts for the provision of consulting services between valantic Supply Chain & Procurement Consulting GmbH ("**valantic**") and the client ("**Client**").

1. **Conclusion of contract**
 - 1.1. A contract between the client and valantic shall be concluded when the client confirms the written offer of valantic in writing. valantic is bound by the offer for a period of four weeks. Subsequent amendments and additions to the contract must be made in writing to be effective.
 - 1.2. Deviating and/or conflicting conditions of the client are not applicable, unless valantic has expressly agreed to them beforehand in writing. This also applies if valantic carries out services without reservation in the knowledge of the deviating and/or contradictory conditions. These General Terms and Conditions also apply without express inclusion for all future contracts of the client with valantic.
2. **Services from valantic**
 - 2.1. valantic renders the services ("**services**") agreed between the parties and described in the contract under the item "procedure", unless otherwise agreed, in one or more project phases; the services to be rendered within the framework of the individual project phases are regulated by contract.
 - 2.2. valantic utilises self-developed software services ("**software services**" or "**software tool**") as required as part of the project work. The provision of software to the client is regulated in a separate licence agreement, to which these General Terms and Conditions also apply.
 - 2.3. The services of valantic are exclusively intended for the purposes of the client stated in the contract. A success is only owed by valantic if and insofar as this is expressly contractually agreed. valantic is only obligated to check information, documents or data provided by the client or a third party for completeness and correctness if this is expressly contractually agreed. The client alone is responsible for economic decisions. valantic is not obligated without an express order to make economic decisions on the part of the client (e.g., the definition of material groups for a potential analysis), to assess, modify, confirm or reject such.
 - 2.4. An obligation on the part of valantic to the agreed transfer of presentations, expert opinions, reports or

other written statements only exists with regard to the respective final version.

- 2.5. Information and estimates by valantic regarding the necessary time and material expenditure for the provision of the services are only binding if and insofar as the parties have expressly agreed to this contractually.
 - 2.6. If the factual, legal or economic circumstances on which the performance of the services based upon the conclusion of the contract by valantic change after the termination of the contract, valantic shall not be obliged to inform the client of this and of the effects of this change. If the factual, legal or economic circumstances on which the performance of the services by valantic is based at the time of conclusion of the contract change during the term of the contract, valantic will inform the client of this, and the parties will agree on an adjustment of the contract.
 3. **Obligations of the client to cooperate**
 - 3.1. The client must promote the services of valantic beyond the obligations of the client specified in the contract by means of appropriate cooperative actions, in particular by the following:
 - 3.1.1. The client must provide valantic, unsolicited and in good time before the beginning of a project phase, with the information, documents and data required for this, so that these can be used immediately (i.e., ideally already before the start of the project, but at the latest during the first week of the project). Insofar as further information, documents and data are required by valantic in the course of the project, the client will make these available immediately upon request.
 - 3.1.2. Within the scope of the customer's duty to cooperate, the customer shall ensure the completeness and correctness of the requested information (e.g., ERP data extracts, article or service specifications containing all required information in the current or required form). If the customer becomes aware that the information, documents and/or data are faulty or incomplete, he must inform valantic of this immediately. Additional expenses beyond the consulting activities defined in the contract incurred by valantic due to incorrect or incomplete provision of information by the client must be invoiced according to the expenses incurred at the daily rate defined under 4.5.3.
- Additional expenses for e.g., independent data collection from the ERP system of the client, data cleansing or completion, repetition of invitations to tender or analyses due to faulty or no longer up-to-date information, which go beyond the contractually regulated activities, will be transparently documented, and communicated by valantic and invoiced at the daily rate defined under 4.5.3.

- 3.1.3. The customer must provide a suitable project manager as a contact person for valantic and name this person upon conclusion of the contract, who will in particular be responsible for coordinating the project at the customer's premises and who is authorized to make the decisions necessary for the execution of the contract.
 - 3.1.4. At the beginning of the project (i.e., in the first project week at the latest), a concrete schedule is agreed between the client and valantic, which defines the end and thus the project duration per project phase on the basis of a fixed milestone (e.g., implementation of a steering committee or provision of a results report). If there is a delay during the project due to the fault of the client (e.g., due to the lack of availability of contact persons or delays in the provision of data by the client), valantic will charge an additional fee from the second week after the initially agreed end of the project phase, unless otherwise agreed. The additional remuneration is calculated on the basis of the contractually agreed daily rate as well as the average consultant days per project week and will be invoiced for the respective duration of the delay.
 - 3.1.5. The customer shall grant valantic, and its employees involved in the performance of the services access to its own business premises during its regular business hours and provide the necessary technical facilities (in particular access to the ERP system or corresponding systems for business data of the customer) and working materials (in particular workstations and computers). valantic must ensure that the business operations of the customer are disturbed as little as possible by its activities on site.
 - 3.1.6. Insofar as the performance of services by valantic depends on the customer making certain economic decisions or this is necessary for the performance of the services, the customer must make these decisions immediately and bindingly after being requested to do so by valantic.
 - 3.2. If (cooperative) actions of the client are required to prove the occurrence of an agreed success (e.g., the independent performance of testing within the framework of purchasing optimisation), it is equivalent to proof of the occurrence of success if the client does not perform these actions within three months after request by valantic, insofar as the client is solely or predominantly responsible for the failure to perform these actions.
 - 3.3. valantic is not liable for impediments to and delays in performance resulting from a breach of the client's obligations to cooperate. If the client does not fulfil its obligations to cooperate and if valantic is unable to perform contractual services in whole or in part within the agreed period for this reason, the period provided for this purpose will be extended appropriately.
4. **Remuneration / Reimbursement of expenses**
 - 4.1. valantic is entitled to invoice monthly for its services, unless otherwise contractually agreed.
 - 4.2. Unless otherwise agreed, valantic is entitled to invoice compensation for activity-related expenses. Activity-related expenses are in particular those for rental cars, the use of the company's own vehicle, parking fees, rail travel, flights, accommodation costs, postal and telecommunications charges and photocopying costs as well as additional expenses for meals. The choice of the suitable means of transport is incumbent on valantic at its dutiful discretion. The following remuneration rules apply: Rental cars are rented in the compact class and are invoiced including fuel costs against proof. The use of the own vehicle is charged at 60 cents/km. In both cases, parking costs will be reimbursed against proof. Rail journeys up to 100 km in 2nd class and 100 km or more in 1st class shall be reimbursed and invoiced upon presentation of proof. Flights within Europe shall be reimbursed in Economy Class, otherwise in Business Class, and are invoiced upon presentation of proof. valantic will, as far as possible, limit the accommodation costs per person and night to 150 € including breakfast. These will be remunerated upon proof. Postal and telecommunications charges and photocopying costs will be reimbursed upon presentation of proof. The additional expenses for meals are settled and reimbursed on the basis of the current tax rates.
 - 4.3. For projects with partially or fully fixed compensation, travel time - unless otherwise agreed - must be accounted for as working time, i.e., at the contractually agreed daily rate.
 - 4.4. All amounts are subject to statutory value added tax.
 - 4.5. For projects with partial or full performance-related remuneration:
 - 4.5.1. Unless otherwise agreed, valantic has the possibility of reviewing all costs of the client and, in the case of optimisation potential, also to invoice the corresponding success-dependent fee.
 - 4.5.2. In the case of fully performance-based projects, a retainer payment of €10,000 per consultant and month is made during the project period.
 - 4.5.3. If the actual purchase volume deviates from the purchase volume notified by the client by more than 10% downwards, valantic can demand a modified remuneration. The altered remuneration can, at the discretion of valantic, consist of remuneration according to a daily rate (unless otherwise agreed, the daily rate is 2,500 €) or a calculation on the basis of the originally notified purchase volume minus the waiting period of 10%.
If the actual purchase volume deviates from the purchase volume notified by the client by more than 10% upwards, valantic is entitled to refuse the continuation

of the processing of this part of the project (without this affecting the effectiveness of the remainder of the contract) and to invoice the work performed according to daily rates (unless otherwise agreed, the daily rate is € 2,500).

- 4.6. Insofar as valantic should consider indices during the fulfilment and execution of the contract (in particular for savings calculation), valantic will request these indices from the client. If these indices are not available by the client or the client does not immediately hand them over to valantic, valantic is entitled to acquire these indices and to invoice them in addition to the remuneration.
- 4.7. Invoices from valantic are to be paid within 14 days after receipt. If the client does not make the full payment amount within this period, he will be in default without further reminder. Several clients are jointly and severally liable.
- 4.8. Notwithstanding further rights, valantic can discontinue the performance of the contractual services, insofar as the client is in default with a payment even after receipt of a written reminder from valantic.
- 4.9. The client is only entitled to offset and assert a right of retention on the basis of undisputed or legally established claims.
- 4.10. If valantic provides software services, payments are due upon delivery of the software tool to the client or provision for download and notification of the access data to the client and are to be paid within 14 days of invoicing. In addition, the provisions under this section 4. apply insofar as they are applicable to software services.

5. Reference designation

valantic is entitled to name the client for 5 years on the homepage, in printed publications, in interviews, towards future clients and in other ways as a reference. The reference designation also includes the right to use the client's company logo. Confidentiality shall be maintained, clause 10 remains unaffected. The right to reference is not applicable in the event of a justified extraordinary termination by the client.

6. Claims for defects

- 6.1. The client is only entitled to claims due to material defects and defects of title of the services, insofar as valantic owes success in an individual case and the client inspects the services immediately after delivery for completeness and obvious defects and has notified valantic of any defects in writing without delay. Sections 377, paragraphs 2 - 4 of the German Commercial Code (HGB) apply accordingly.
- Claims for defects shall become statute-barred after the expiry of one year from the start of the statutory limitation period. This does not apply to claims which are

based on an intentional or grossly negligent act, cf. section 7.1.

- 6.2. In the event of a material defect, valantic is initially entitled to subsequent fulfilment, i.e. at its own discretion to remedy the defect ("rectification") or replacement delivery.
- 6.3. In the case of a software service, the following also applies:
 - a) valantic warrants the agreed quality, and that the customer can use a provided software tool without violating the rights of third parties. The warranty for material defects does not apply to defects which are based on the fact that the software tool is used in a hardware and software environment which does not fulfil the requirements stated in an attached software description or for changes and modifications which the client has made to the software without being authorised to do so by law, this contract or due to prior written consent from valantic.
 - b) As part of the replacement delivery, the client will accept a new version of the software tool, if necessary, unless this leads to unreasonable impairments. In the case of defects of title, valantic will, at its own discretion, provide the client with a legally flawless utilisation option for the software tool or modify it in such a way that no third-party rights are infringed.
 - c) valantic is authorised to provide the warranty on the client's premises. valantic also fulfils its obligation to rectify defects by making updates provided with an automatic installation routine available for download on its website and offering the client telephone support to solve any installation problems that may arise.
 - d) The limitation period begins in the case of the sale of the software service after electronic provision.

7. Liability

- 7.1. If valantic is responsible for damage of the client due to its own fault or the fault of its legal representatives, its employees or its vicarious agents, valantic shall be liable without limitation
 - (a) in case of intent
 - (b) for injury to life, limb or health,
 - (c) gross negligence
 - (d) in other cases, in the event of a breach of a material contractual obligation, i.e. an obligation whose fulfilment is essential for the proper performance of the contract and on

whose fulfilment the client regularly relies on and may rely on and/or whose breach jeopardises the purpose of the contract.

- (e) according to the regulations of the product liability law, and
- (f) in accordance with the provisions of the General Data Protection Regulation (GDPR); and
- (g) to the extent of any guarantee expressly assumed contractually by valantic.

valantic's liability is otherwise excluded.

- 7.2. In the cases of clauses 7.1 (c) and (d), valantic's liability is limited to typical and foreseeable damages.
- 7.3. The exclusions and limitations of liability according to clauses 7.1 to 7.2 also apply to the same extent for actions of valantic's legal representatives and vicarious agents. Furthermore, valantic is not liable for the grossly negligent breach of non-essential contractual obligations by simple, non-managerial vicarious agents.
- 7.4. The parties can individually agree on maximum liability amounts in individual cases, which are orientated towards the respective contractual risk.
- 7.5. valantic is not liable for the non-fulfilment of its obligations if the non-fulfilment is due to force majeure. Force majeure exists if there is an external influence that is extraordinary and unavoidable, such as in cases of operational disruptions, riots, war, natural disasters, political unrest, pandemics, official orders and other unavoidable events. As long as force majeure exists, valantic's obligation to fulfil its duties is suspended. If valantic fails to fulfil its obligations due to force majeure for a period of more than thirty days, either party may, without judicial intervention and without any obligation to pay compensation, withdraw from this agreement.
- 7.6. Liability claims of the client in the case of item 7.1 shall become statute-barred according to the statutory provisions. In the case of Section 7.2, the claims shall become statute-barred after one year from the statutory commencement of the limitation period.

8. Contract period / Termination

- 8.1. If a term is not specified in the contract, the contract is deemed to be concluded for an indefinite period.
- 8.2. Unless otherwise regulated, the contract can be terminated by either party with a notice period of 2 weeks to the end of a project phase. If the services cannot be provided in several project phases in an individual case, the contract can be terminated by either party with 30 days' notice to the end of the month, unless otherwise agreed. The right to extraordinary termination remains unaffected. The notice of termination must be in writing. In the event that it becomes apparent in the course of the contract that an agreed success cannot be achieved, the parties shall immediately agree on an adjustment of

the contract. If an agreement on an adjustment of the contract cannot be reached in this case, the client is entitled to terminate the contract without notice for exceptional reasons

- 8.3. In the case of termination of the contract, valantic has a claim to remuneration for the services and all expenses that have been rendered up to the effectiveness of the termination.
- 8.4. If valantic initiates the extraordinary termination of the contract by the client due to conduct contrary to the contract, or if valantic terminates the contract without having been induced to do so by conduct contrary to the contract by the client, valantic is not entitled to a claim to remuneration according to clause 8.3, insofar as the previous services are of no interest to the client as a result of the termination.
- 8.5. If the termination is caused by the client's conduct in violation of the contract, the client is obliged to compensate valantic for the damages incurred by valantic due to the termination of the contract.
- 8.6. Unless otherwise agreed, purchasing optimisation projects end with a supplier selection recommendation by valantic.
- 9. **Intended use / Property rights**
- 9.1. The client may only use the services provided by valantic for purposes covered by the contract.
- 9.2. All rights to the products supplied by Services rendered to valantic within the framework of the contract (in particular in any project outlines, presentations, drafts, expert opinions, written reports, or other written statements) shall remain with valantic. The same applies to all processes, methods, ideas, concepts, business secrets and other knowledge developed by valantic, which become known to the client in the context of the execution of the contract ("**know-how**"). The client is not entitled to make services or know-how of valantic the subject of its own applications for property rights.

10. Security measures, audit law

- 10.1. If a software tool is provided as part of the project, the client shall take suitable measures to protect the software tool and, if applicable, the access data for online access from access by unauthorised third parties. In particular, all copies of the software tool and the access data must be stored in a protected location.
- 10.2. At the request of valantic, the client will enable valantic to check the proper use of the software tool, in particular whether the client is using the program qualitatively and quantitatively within the scope of the licences acquired by him. For this purpose, the client will provide valantic with information, grant access to relevant documents and records, as well as enable an inspection of the hardware and software environment used by valantic or an auditing company named by valantic and

acceptable to the client. valantic may carry out the audit on the client's premises during the client's regular business hours or have it carried out by third parties bound to confidentiality. valantic will ensure that the client's business operations are disturbed as little as possible by its on-site activities. If the inspection reveals that the number of licences purchased has been exceeded by more than 5% (five percent) or any other non-contractual use, the client shall bear the costs of the inspection, otherwise the costs shall be borne by valantic. All other rights are reserved.

11. Confidentiality / Release of documents / Data Security

Confidential information is all information and documents of a party which are marked as confidential or which are to be regarded as confidential from the circumstances, in particular information about business processes, business secrets, business relations, services and know-how.

11.1. The parties are obliged to treat confidential information confidentially – also beyond the duration of the contract – and to maintain silence about confidential information towards third parties. The parties shall ensure in a suitable manner that the (freelance) employees, vicarious agents and subcontractors called in by them in the execution of the agreement also observe the above confidentiality. Any disclosure of confidential information to third parties requires the prior written consent of the other party. In the event of a breach of the above obligations, the client is obliged to compensate valantic for the damage arising from this.

11.2. Such confidential information shall be exempt from this obligation,

- a) which were demonstrably already known to the party relying on them at the time of conclusion of the contract or subsequently become known to them by a third party, without this infringing a confidentiality agreement, statutory provisions or official orders;
- b) which are demonstrably publicly known at the time of the conclusion of the contract or are made publicly known thereafter, unless this is due to a breach of this contract;
- c) which are demonstrably required to be disclosed as a result of legal obligations or by order of a court or an authority.

11.3. valantic must return work and business documents and other work equipment provided to it by the client immediately after termination of the contract at the discretion of the client. This does not apply to documents and work equipment in respect of which there is a longer legal obligation to retain them, but only until the end of the respective retention period. If and insofar as valantic gives written consent to the disclosure of

confidential information to a third party, the client must pass on the above confidentiality obligations to the third party. valantic assumes no liability towards the third party. The client must point this out to the third party. The client indemnifies valantic from all claims resulting from this, that the client has disclosed confidential information to a third party. valantic is entitled to conduct all correspondence with the client by e-mail and to send information to the client without encryption, unless the client has expressly rejected this in writing beforehand or demands the application of an encryption procedure.

12. Non-solicitation agreement

For the duration of the cooperation and for a period of two years after the termination of such activity, the contracting parties shall refrain from actively, directly or indirectly, that entice away employees of the other contracting party, whom the respective contracting party has employed in connection with the performance of the contracts. The prohibition does not apply if the managing director of the contractual partner of the employee concerned has given prior written consent to the enticement and employment. The attempt to entice away and the approach of an employee for the purpose of enticement shall already be considered a breach of contract. For each case of violation of this agreement, a contractual penalty amounting to € 100,000.00 will become due. If an attempted enticement remains, the contractual penalty shall be reduced to € 50,000.00. Further claims for damages remain unaffected. The contractual penalty shall not be set off against a claim for damages.

13. General conditions

13.1. The client may only transfer rights and obligations from or in connection with this contract to third parties with the prior written consent of valantic.

13.2. This contract is subject to the law of the Federal Republic of Germany. The applicability of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG) as well as the German provisions on private international law is expressly excluded.

13.3. If any provision of this Agreement is held invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of the Agreement. The parties will endeavour to find a provision in place of the invalid provision that best meets the legal and economic

13.4. The exclusive place of jurisdiction and place of performance for all services arising from this contract is Düsseldorf, provided that the contracting parties are merchants, legal entities under public law or special funds under public law. valantic is entitled to take legal action against the client at its general place of jurisdiction.