



1. Scope of application

- 1.1. These General Terms and Conditions of Purchase ("GTCP") shall apply to all contracts for the purchase of goods and the procurement of services and work by DuMont Mediengruppe GmbH & Co KG and by the companies in which DuMont Mediengruppe GmbH & Co KG directly or indirectly holds an interest ("DMG") or by third companies for which DMG provides purchasing services on behalf.
- 1.2. All orders placed by DMG shall be made exclusively on the basis of the applicable GPC, unless an individual agreement has been concluded between the parties which excludes the inclusion of the GPC. The GPC shall also apply to all future business relations, even if they are not expressly agreed again at a later date. With the confirmation of the order by DMG, at the latest with the delivery of the goods to DMG, these GPC shall be deemed accepted. References to own terms and conditions in order confirmations or offers are invalid. Such terms and conditions are hereby rejected. The unconditional acceptance of deliveries/services, their payment or other silence regarding deviating terms and conditions of the Contractor shall not be deemed acceptance by DMG, even if DMG is aware of them.
- 1.3. Orders by DMG shall be placed in writing or electronically. Only orders placed in writing are legally binding. Orders placed verbally, by telephone or otherwise informally require subsequent written confirmation in order to be legally valid.
- 1.4. A contract between the Contractor and DMG is generally concluded by the unconditional acceptance of the order by the Contractor. Each order must be confirmed by the Contractor in writing and sent electronically to auftragsbestaetigung@du-mont.de. Acceptance by the Contractor shall also be deemed to have taken place if the Contractor begins to provide the service after receipt of the order.
- 1.5. If an order is not accepted in writing within 10 working days of receipt, DMG shall be entitled to cancel the order. Remuneration for visits or the preparation of offers, projects etc. will not be granted.
- 1.6. DMG may request changes and deviations to the delivery item even after conclusion of the contract, insofar as this is reasonable for contractors. In the event of such a contract amendment, the effects on both parties, in particular with regard to additional or reduced costs and delivery dates, shall be taken into account appropriately.
- 1.7. Claims of the Contractor under the contract may not be assigned in whole or in part to third parties without the written consent of DMG.
- 1.8. Amendments to the contract must be made in writing.

2. Prices, terms of payment

- 2.1. The agreed prices are fixed prices and exclude subsequent claims of any kind. Costs for packaging and transportation to the shipping address or place of use specified by DMG as well as for customs formalities and customs duties are in these prices. The agreement on the place of fulfillment is not affected by the type of pricing.
- 2.2. Invoices must comply with the applicable requirements of the UStG, HGB and, if applicable, ElektroG (EAR) and must be sent to invoice@dumont.de after delivery/service with all associated documents and stating the order number and the person placing the order, exclusively by e-mail. They may not be enclosed with the consignment of goods. Copies of invoices must be clearly marked as such. Incorrectly submitted invoices shall only be deemed to have been received by DMG from the date of receipt of the correction.
- 2.3. Payment and discount periods shall commence from the date of receipt of a proper, verifiable invoice, but at the earliest from receipt of the goods (provision of the service) at the shipping address or place of use requested by DMG and from the agreed delivery date. Payment is deemed to have been made as soon as the payment order has been handed over to the bank or post office.
- 2.4. Insofar as certificates on material tests or technical handover protocols have been agreed, they form an essential part of the delivery and must be sent to DMG at the latest with the invoice. If such certificates are not sent with the invoice at the latest, the payment period shall commence upon receipt of these agreed certificates.
- 2.5. Unless expressly otherwise, payments shall be within 45 days with a 3% discount or net after 60 days.
- 2.6. DMG shall only be in default of payment upon receipt of a written reminder from the Contractor.

3. Shipping, packaging, environmental protection

- 3.1. Dispatch notes, consignment notes, invoices and all correspondence must bear the order number.
- 3.2. DMG shall only accept the quantities or numbers of items ordered by it. Over- or under-deliveries are only permitted after written approval by DMG.
- 3.3. Shipment shall be at the Contractor's risk. Items to be delivered shall be properly packed by the Contractor at its own expense and adequately insured against transport damage at its own expense. The risk of any deterioration, including accidental loss, shall therefore remain with the Contractor until delivery to the shipping address or place of use requested by DMG.
- 3.4. The Contractor's obligation to take back the packaging shall be governed by the statutory provisions. Only environmentally friendly packaging materials may be used. If, in exceptional cases, packaging is invoiced separately by DMG, DMG shall be entitled to return packaging that is in good condition to the Contractor carriage paid against payment of 2/3 of the value resulting from the invoice.
- 3.5. Contractual partners of DMG guarantee that their products and services are produced/provided in compliance with the relevant legal provisions for the protection of the environment. DMG is to terminate existing contracts without notice if the relevant laws and regulations are violated. The Contractor shall be liable for the environmental compatibility of the delivered products and packaging materials and for all consequential damage by the violation of statutory environmental regulations and disposal obligations. At DMG's request, the Contractor shall provide a certificate of quality for the delivered goods.

4. Terms of delivery, delivery dates, delays

- 4.1. The agreed delivery and performance dates are binding. The receipt of the goods/performance of the service at the place of receipt or use specified by DMG, or the timeliness of the acceptance or the contractual production of the work shall be decisive for compliance with the delivery/performance date or the delivery period. If the Contractor fails to a deadline, it shall be in default, even without a reminder from DMG.
- 4.2. If the Contractor realizes that an agreed deadline cannot met for any reason whatsoever, it must DMG of this immediately in writing, stating the reasons and the expected duration of the delay.
- 4.3. The contractor is obliged to compensate all direct and indirect damages caused by delay.
- 4.4. If the agreed delivery/performance date is not met due to circumstances for which the Contractor is responsible, DMG shall be entitled to withdraw from the contract and claim damages or procure a replacement from a third party at the Contractor's expense after the fruitless expiry of a reasonable grace period.
- 4.5. The Contractor may only invoke the absence of documents to be provided by DMG that are necessary for the fulfillment of the Contractor's contractual performance if it has sent a written reminder for the documents and has not received them within a reasonable period of time.
- 4.6. Force majeure and labor disputes shall release the contracting parties from their mutual performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith. DMG is released from the obligation to accept the ordered delivery/service in whole or in part and to this extent entitled to withdraw from the contract if the deliveries/services can no longer used due to the delay caused by force majeure or labor disputes - taking into account economic aspects.
- 4.7. If the goods are delivered earlier than agreed, DMG reserves the to return the goods at the Contractor's expense. If the goods are not , they shall be stored at DMG until the delivery date at the Contractor's expense and risk.
- 4.8. Partial deliveries shall only be accepted by express agreement. In the case of agreed partial shipments, the remaining quantity must be listed.
- 4.9. The unconditional acceptance of delayed deliveries/services by DMG does not constitute a waiver of statutory or contractual claims.
- 4.10. Deliveries/services to DMG shall be made carriage paid and insured (CIP according to Incoterms 2010), unless expressly otherwise.
- 4.11. The full or partial subcontracting of the deliveries/services by the Contractor to third parties is only permitted with the prior written consent of DuMont. The Contractor shall be fully liable for the deliveries/services of third parties engaged by it.
- 4.12. In the case of retention of title, title to the goods/services shall to DMG in full at the latest upon payment. Further reservations of title, in particular if they make the acquisition of title by DMG dependent on the payment of outstanding payments from other transactions, are excluded.

5. Contractual penalty

- 5.1. In the event of delay on the part of the Contractor, DMG shall be entitled to a contractual penalty of 1% of the order value of the delayed delivery/service per completed calendar week, but no more than 5% of the order value of the delayed delivery/service.
- 5.2. If DMG accepts the delayed delivery/service, DMG shall assert the contractual penalty at the latest with the respective final payment.

6. Provisions

DMG all rights of ownership and/or other rights to materials and substances, parts, tools or other production documents provided by DMG. Materials provided may only be used as intended and may not be made accessible to third parties unless DMG has given its written consent. Materials, tools or other items merely provided by DMG must be returned to DMG upon first request, but at the latest upon termination of the business relationship.

7. Guarantee, warranty

- 7.1. The Contractor warrants the faultless condition and unrestricted suitability of the object of performance.
- 7.2. All deliveries/services must comply with the latest state of the art, the relevant legal provisions and the current regulations and guidelines of authorities, professional associations and trade associations. Generally and internationally recognized standards (e.g. DIN, ISO, VDI, VDE, CE) must be complied with even without express agreement. If the Contractor deems deviations from these regulations necessary in individual cases, written approval must be obtained from DMG. Such approval shall not a waiver of any statutory or contractual rights to which DMG is entitled. In particular, the Contractor's warranty obligation shall not be restricted by this approval. If the Contractor has concerns about the type of execution requested by DMG, these must be communicated to DMG immediately in writing.
- 7.3. The Contractor guarantees that neither applicable law nor the rights of third parties are violated in connection with its deliveries/services.
- 7.4. The obligation to inspect the goods and to give notice of defects shall in all cases only commence when the goods have arrived at the shipping address or place of use requested by DMG. From this point in time, the period for notification of defects shall be 2 weeks, beginning on the working day following the day of delivery. The Contractor waives the obligation to inspect the goods immediately (§ 377 HGB). Saturdays are not considered working days. The same applies to defects that are not obviously recognizable. In this case, the notification period shall commence on the working day following the discovery of the defect.
- 7.5. Defects in the delivery/service notified during the warranty period, which also the insufficient availability of guaranteed data, shall be remedied by the Contractor immediately and free of charge upon request, including all ancillary costs, at DMG's discretion by repair or replacement of defective parts.

- 7.6. If the delivery is defective and the Contractor culpably fails to its warranty obligation within a reasonable period set by DMG, DMG may take the necessary measures itself or have them carried out by third parties at the Contractor's expense. In urgent cases, DMG may, after informing the Contractor and at the Contractor's expense, immediately carry out the rectification itself or have it carried out by third parties. DMG rectify minor defects itself in fulfillment of its duty to minimize damage without prior consultation. DMG may then charge the Contractor for the corresponding expenses. The Contractor's warranty obligation remains unaffected in all these cases.
- 7.7. The warranty period for delivered items is 2 years, unless expressly otherwise. It begins with the handover of the delivery item to DMG or the third party designated by DMG at the place of receipt or use specified by DMG. In the case of devices, machines and systems, the warranty period begins with successful acceptance, which is recorded in the written acceptance declaration of the specialist department. If acceptance is delayed through no fault of the Contractor, the warranty period shall be 2 years after the delivery item has been made available for acceptance. The warranty period for spare parts is 1 year after installation/commissioning.
- 7.8. For delivered parts that could not remain in operation during the investigation of a defect and/or the rectification of defects, a current warranty period shall be extended by the time of the interruption of operation. For repaired or newly delivered parts, the warranty period shall anew upon completion of the repair or, if acceptance been agreed, upon acceptance. Acceptance must be requested from DMG in writing if necessary.
- 7.9. The warranty claim shall expire 6 months after a notice of defects is made within the warranty period, but not before the warranty period has expired.
- 7.10. If a claim is made against DMG due to a breach of official safety regulations or on the basis of domestic or foreign product liability regulations or laws due to the defectiveness of a product, DMG is entitled to demand compensation from the Contractor insofar as it caused by the products supplied by the Contractor. This damage shall also include the costs of a precautionary recall action. The Contractor shall mark the delivery items in such a way that they are permanently recognizable as its products. The Contractor shall carry out quality assurance of a suitable type and scope in accordance with the latest state of the art and provide DMG with evidence of this upon request. In addition, the Contractor shall insure itself against all risks arising from product liability, including the risk of recall, to an appropriate amount and submit the insurance policy to DMG for inspection on request.

8. Property rights

- 8.1. The Contractor guarantees that all deliveries are free of third-party property rights and, in particular, that patents, licenses or other third-party property rights not infringed by the delivery and use of the delivery items.
- 8.2. The Contractor shall indemnify DMG and its customers against all third-party claims arising from any infringements of property rights and shall bear all costs incurred by DMG and its customers in this connection. This expressly the costs of legal defense.
- 8.3. DMG is entitled to obtain permission to use the relevant delivery items and services from the authorized party at the Contractor's expense.

9. Confidentiality, data protection

- 9.1. The Contractor must treat the conclusion of the contract confidentially and may only refer to business connections with DMG after DMG has given its written consent. The contracting parties to treat as business secrets all commercial or technical details which are not in the public domain and which become known to them as a result of the business relationship. Subcontractors shall be obligated accordingly. If one of the contracting parties becomes aware that information to be kept secret has come into the possession of an unauthorized third party or that a document to be kept secret been lost, it shall the other contracting party thereof without delay.
- 9.2. The Contractor shall keep secret all information obtained in the course of the business relationship with DMG and ensure that all persons entrusted by it with the processing and fulfillment of the respective services in accordance with these GTCP observe this confidentiality obligation and do not pass on information obtained to third parties or otherwise exploit it. "Confidential information" is in particular all information of a technical and non-technical nature including patents, trade secrets, legally protected information, techniques, drawings, sketches, plans, models, inventions, know-how, client materials, concepts, processes, systems, equipment, algorithms, software programs, software source codes, Schematics and instructions relating to present, future or potential products including, but not limited to, information relating to business models, business plans, research, development, design details and specifications, financial information, procurement, purchasing, , customer lists, business forecasts, sales and advertising figures, marketing plans or prices.
- 9.3. This does not apply if the confidential information:
 - were already known beforehand without any obligation of confidentiality, to which circumstance the Contractor must draw attention in writing immediately after receipt of the documents and information,
 - are or become generally known without the Contractor being responsible for this,
 - Contractor by a third party without any obligation of confidentiality,
 - been disclosed or made available by DMG to a third party without an obligation of confidentiality,
 - have been released in writing by DMG for publication and/or are required to be disclosed by law.
- 9.4. When accessing personal data, the legal regulations on data protection must be observed.

10. Compliance

- 10.1. The Contractor shall support the principles of the United Nations Global Compact, the Universal Declaration of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work in accordance with national laws. The Contractor shall refrain from any discrimination based on race, religion, disability, age, sexual orientation or gender.

- 10.2. The contractor observes the international anti-corruption standards as set in the United Nations Global Compact.
- 10.3. The DuMont Media Group reserves the right to conclude separate compliance agreements with the Contractor.
- 10.4. The Contractor undertakes to comply with the statutory provisions on minimum wages (MiLoG, MiLoAufzV, MiLoMeldV) and shall indemnify DMG against all claims against DMG in connection with the requirements of the MiLoG and in accordance with Section 14 of the Posted Workers Act and shall be liable for any damages and costs incurred in this connection. To secure these claims, the Contractor hereby assigns to DMG any claims against subcontractors resulting from violations of the Minimum Wage Act in connection with the execution of the order. The Contractor to repeat this declaration of assignment if necessary in a specific case. DMG authorizes the Contractor to the assigned claims in its own name as long as the Contractor complies with its obligations under this clause. This also applies in particular in the event of a claim against DMG, provided that the Contractor actually indemnifies DMG. DMG is also entitled to terminate the contract without notice in the event of a breach of this obligation.

11. Safety regulations

- 11.1. Before commencing work, the Contractor must inform itself about the existing operating, regulatory and generally known accident prevention regulations of the employers' liability insurance association at DMG as well as about special safety regulations such as the "Safety instructions for external companies and assembly managers" and observe these.
- 11.2. A release certificate must be obtained in advance for fire-causing work. During the execution of this work, the contractor must provide a fire watch at his own expense

12. Final provisions

- 12.1. Should individual parts of these General Terms and Conditions of Purchase be legally invalid in whole or in part, this shall not affect the validity of the remaining provisions.
- 12.2. The Contractor that DMG stores its data for the purpose of automatic processing and treats its personal data in accordance with the Data Protection Act.
- 12.3. Unless expressly otherwise, the place of performance for the delivery/service obligation shall be the shipping address/place of use requested by the customer.
- 12.4. If the Contractor suspends its deliveries/services or if bankruptcy or bankruptcy proceedings are applied for against its assets or judicial or extrajudicial composition proceedings are applied for, DMG shall be entitled to withdraw from the contract.
- 12.5. The contractual language is German. If the contracting parties also use another language, German shall take precedence.
- 12.6. The place of jurisdiction is Cologne. However, DMG reserves the right to the Contractor at any other permissible place of jurisdiction.
- 12.7. The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods