

General terms and conditions of purchase (GTCP) of Galaxus Deutschland GmbH

Please note: Only the German original of these General Terms and Conditions of Purchase (GTCP) of Galaxus Deutschland GmbH are legally binding. The English translation is provided for information purposes only and has no legal force. By accepting these GTCP, you automatically accept the German original.

1. Scope of validity

1.1. Galaxus Deutschland GmbH ("Galaxus") is a subsidiary of the Swiss Digitec Galaxus AG ("Digitec Galaxus"), which in turn is part of the Swiss Migros Group; each of these companies is an independent legal entity. The Migros Group includes: the Migros Cooperative Association, the Migros Cooperatives, the Migros branches and specialty stores, retail trade companies belonging to Migros, as well as the service and production companies of Migros.

1.2. These General Terms and Conditions of Purchase ("GTCP") shall apply to all business relations with business partners and suppliers of Galaxus Deutschland GmbH ("Supplier") with regard to the delivery of movable goods ("Goods" or "Product(s)"). These GTCP apply regardless of whether the supplier manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB).

1.3. These GTCP shall only apply if the supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code).

1.4. These GTCPs shall apply in the version valid at the time of the order by Galaxus or, in any case, in the version last communicated to the Supplier in text form as a framework agreement also for similar future contracts without Galaxus having to refer to them again in each individual case.

1.5. These GTCP apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of Business of the Supplier shall only become part of the contract if and to the extent that Galaxus has expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if Galaxus accepts the Supplier's deliveries without reservation in the knowledge of the Supplier's General Terms and Conditions.

1.6. These GTCP are supplemented by the conclusion or signing of a more extensive agreement between Galaxus and the supplier ("Configuration Agreement" or "CFA") as well as the Initial Exchange Settings ("IES") for the use of the Galaxus interface ("Interface"), both of which are mandatory for the conclusion of the Framework Agreement between Galaxus and the supplier. Optionally, the Condition Agreement ("CDA") may be added in individual cases, as well as the Galaxus Deutschland GmbH direct delivery guidelines if a direct delivery agreement is concluded.

1.7. Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GPCs. However, the content of such agreements shall be governed by a written contract or written confirmation by Galaxus. Subsequent amendments to these GTCP by so-called "Side Letters", which are to be effective beyond an individual order, require the written confirmation by Galaxus from the "Leader Category Management" of the product range supplied by the Supplier together with a managing director or authorized signatory.

1.8. Legally relevant declarations and notifications to be made by the Supplier to Galaxus after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing, i.e. in written or text form. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

1.9. References to the validity of legal regulations only have a clarifying meaning. Even without such a clarification, the statutory provisions shall therefore apply, insofar as they are not directly amended or expressly excluded in these GPC.

2. Supply contracts

2.1. Offers from Galaxus to the Supplier (orders) shall be transmitted to the Supplier exclusively via interface; any declarations made via other communication channels shall in no case constitute binding orders. This interface is an electronic system provided by Galaxus with various transmission paths depending on the application, in particular in the form of an electronic data interchange (EDI), the CMI (supplier portal) or an FTP server. Galaxus is entitled to choose freely from the available systems, depending on the occasion.

2.2. The Supplier shall notify Galaxus of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance.

2.3. The supplier is obliged to process an order from Galaxus within one working day in writing or using the interface.

2.4. Deliveries of the supplier for which no order via the interface is available will not be accepted. In particular, any acceptance of such deliveries shall not constitute the

conclusion of a contract. Any silence on the part of Galaxus with regard to offers, requests or other declarations of the Supplier shall only be deemed to be consent if this has been expressly agreed in writing.

3. Using the interface

3.1. The interface also handles delivery date and cancellation requests as well as information on short and excess deliveries.

3.2. The supplier is obliged to report his goods and stock levels via interface at least once a day. The Supplier shall comply with the current product data documentation of Digitec Galaxus.

3.3. The supplier is obliged to protect the access data and devices from unauthorised access to the interface with appropriate measures. Galaxus is entitled to store and process all data in connection with the use of the interface by the supplier or the users. The Supplier is obliged to treat all contents of the interface as strictly confidential and to use them exclusively within the scope of his business relationship with Galaxus. The supplier is responsible for ensuring that its users are aware of the restrictions on use and the duty of confidentiality and that they comply with these. In addition, the more far-reaching provisions on data protection and secrecy in sections 16 and 17 of these GPC shall apply.

3.4. The Supplier acknowledges that all declarations of its users, employees and vicarious agents that are transmitted to Galaxus via the interface (signatures, approvals, rejections, objections, comments, etc.) are attributed to it and expressly declares them to be binding on itself.

4. Delivery time and delay

4.1. A delivery date specified in the Galaxus order is binding. The receipt of the goods by Galaxus shall be decisive for compliance. The Supplier is obliged to inform Galaxus immediately using the interface, stating the reasons and the expected delay, if it is foreseeable that agreed delivery times cannot be met. Prior to the agreed delivery time, partial deliveries or deliveries may only be made with the prior written consent of Galaxus.

4.2. If the Supplier does not perform its service or does not perform it within the agreed delivery period or if it is in default, the rights of Galaxus - in particular to rescission and compensation for damages - shall be determined in accordance with the statutory provisions. The provisions of the following paragraph remain unaffected.

4.3. The delivery claim of Galaxus shall only be excluded if the Supplier, at the express request of Galaxus, pays damages in full instead of delivery. The acceptance of the delayed delivery does not constitute a waiver of claims for damages or the contractual penalty.

4.4. Force majeure, labour disputes, unrest, official measures and other unforeseeable, unavoidable and serious events shall release the contracting parties from their obligations to perform for the duration of the disturbance and to the extent of their effect. The contracting parties are obliged, within the scope of what is reasonable, to immediately provide the other contracting party with the necessary information and to do everything possible to eliminate the disruption and/or to mitigate the effects of the disruption. Furthermore, the contracting parties shall seek alternative ways and means in order to further enable the fulfilment of the performance obligations and, if necessary, to adjust their obligations for the period of the disturbance to the changed circumstances in good faith. As soon as the fault no longer exists, the original performance obligations must be fulfilled again.

5. Transport, transfer of risk, default of acceptance, transfer of ownership

5.1. In the CFA, the validity of an Incoterm (Incoterms 2020, German version) is agreed between Galaxus and the supplier. The further modalities of transport and delivery are determined by the Incoterm applicable in the individual case. In the absence of an Incoterm agreement, deliveries are made «free doorstep delivery» (DDP destination according to Incoterms 2020, German version). If a destination is not specified according to Incoterms and nothing else has been agreed upon, delivery shall be made to the Galaxus warehouse in Germany specified in the order. The respective place of destination, alternatively the Galaxus warehouse, is also the place of performance (obligation to be performed).

5.2. The supplier undertakes to take out adequate transport insurance. The rights of Galaxus in the event of damage and/or loss shall be determined in accordance with the statutory provisions; the Supplier hereby assigns the claim to the insurance benefit to Galaxus as security.

5.3. The transfer of risk is determined by the Incoterm agreed in each case. If no such agreement has been made in individual cases, the risk of accidental loss and accidental deterioration of the item shall pass to Galaxus upon delivery at the place of performance. If acceptance has been agreed, the transfer of risk shall take place at the earliest upon its completion.

5.4. The statutory provisions shall apply to the occurrence of default of acceptance by Galaxus. However, the supplier must also expressly offer its service to Galaxus if a specific or determinable calendar time has been agreed for an action or cooperation of Galaxus. If Galaxus is in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions.

5.5. The transfer of ownership must take place unconditionally and without regard to the payment of the price upon delivery of the goods to Galaxus. Any extended or expanded reservation of title by the supplier is excluded.

6. Prices, place and terms of payment, maturity of the purchase price claim; offsetting and retention

6.1. Place of payment for both parties is always the registered office of Galaxus.

6.2. The price stated in the order is binding. All prices are exclusive of the statutory value added tax, even if this is not shown separately. This also applies to any additional services to be provided by the supplier.

6.3. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier as well as all ancillary costs (e.g. proper packaging, customs, import duties, transport costs including any transport and liability insurance).

6.4. The purchase price claim is due - subject to the assertion of revocation or warranty claims - after proper delivery to the place of performance and after receipt of the invoice (relevant is the date of the later arrival) after separately agreed payment deadline. The supplier is obliged to transmit the invoice in electronic form. Paper invoices will not be accepted and processed. The payment of the invoice does not contain any acknowledgement of the timeliness, freedom from defects or completeness of the delivery. In case of defective delivery, Galaxus shall be entitled to withhold payment until proper performance.

6.5. In the case of bank transfer, payment is considered to have been made on time if the transfer order from Galaxus is received by Galaxus bank before the payment deadline; Galaxus is not responsible for delays caused by the banks involved in the payment process. The payment is made subject to invoice verification.

6.6. Galaxus owes no interest on maturity. The default interest rate is 5 percentage points per annum above the respective base interest rate. The statutory provisions shall apply to the occurrence of default on the part of Galaxus, whereby, in deviation from this, a written reminder by the Supplier may be required in any case.

6.7. Galaxus shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. Galaxus shall in particular be entitled to withhold due payments as long as Galaxus is still entitled to claims against the Supplier arising from incomplete or defective performance.

6.8. The Supplier may only assert a right of set-off or retention against Galaxus on the basis of counterclaims that have been legally established or are undisputed.

7. Sale of the goods by Galaxus; no exclusivity

7.1. Galaxus has the right to distribute the goods purchased from the Supplier through any sales channels in Germany and other member states of the European Union.

7.2. Galaxus is completely free to set the retail prices (including special offers, discount offers etc.).

7.3. Galaxus does not require exclusive supply from the supplier. The supplier is free to supply any other dealer at home and abroad.

8. Specific provisions for direct deliveries

8.1. Notwithstanding § 4 para. 1 of these GPC, in the case of direct delivery to the end customer by the supplier, the delivery date shall be the date on which the goods must arrive at the end customer's premises at the latest; this date shall also be communicated to the supplier when ordering via the interface.

8.2. All requirements for direct deliveries to the end customer in modification of § 5 (transport, transfer of risk, default of acceptance, transfer of ownership) can be found in the separate direct delivery guidelines and must be followed by direct delivery suppliers. Galaxus can make checks on compliance at any time. Galaxus reserves the right to exclude the supplier from direct delivery if these requirements are not met.

8.3. In the case of direct deliveries, the delivery address of the end customer shall be the place of performance. Notwithstanding § 5 (transport, transfer of risk, default of acceptance, transfer of ownership), the risk of accidental loss and accidental deterioration of the item shall pass to the end customer upon delivery at the place of performance of the direct delivery.

9. Quality of the goods; product information provided by the supplier

9.1. Unless otherwise agreed, delivered items are subject to the in accordance with the statutory provisions and technical and technical standards applicable in the Federal Republic of Germany. and technical standards applicable in the Federal Republic of Germany. Galaxus and the and the Supplier may agree that items for the supply of end customers with registered offices outside the Federal Republic of Germany in accordance with the legal provisions and technical and technical standards of another member state of the European Union shall be supplied.

9.2. The Supplier is obliged to provide the information provided by him for the Galaxus online shop, including pictures, videos, accessory links etc., in the best quality, completely and in accordance with the current product data documentation of Digitec Galaxus. All information in the online shop must correspond to the facts and must not be illegal. The supplier is obliged to keep product data for products with legal and/or statutory requirements, always up-to-date and in conformity.

9.3. The Supplier further warrants that the goods delivered by him have been lawfully imported, cleared and taxed; furthermore, that all fees, such as for recycling and copyrights of third parties or license fees, have been paid.

9.4. The Supplier shall be obligated to provide with the goods all necessary and/or agreed documents such as, in particular, customs documents, delivery notes, declarations of conformity, certificates, safety data sheets, guarantees as well as any approvals or authorizations required and/or agreed for marketability at any time upon request by Galaxus.

The Supplier warrants that all product-specific documents such as product information files, data sheets, technical documentation etc. are available, are properly stored and will be made available upon first request and at the latest within a period of five days from notification. The Supplier undertakes to enter these documents into the interface if this is necessary due to requirements of Galaxus for the declaration of the products, legal requirements and/or official orders.

9.5. If the products are provided with a guarantee of the manufacturer or the supplier, the Supplier undertakes to provide full information on the contents and conditions of this guarantee at any time upon request by Galaxus.

10. Defective delivery

10.1. For the rights of Galaxus in case of defects of quality and title of the goods (including wrong and short delivery as well as improper assembly, defective assembly, operating or instruction manual) and in case of other breaches of duty by the Supplier, the statutory provisions of §§ 434 et seq. of the German Civil Code (BGB) shall apply, unless otherwise provided below.

10.2. According to the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of the transfer of risk to Galaxus. This also includes the requirements for the quality of the goods in accordance with the above clause. In any event, those product descriptions which - in particular by designation or reference in the order by Galaxus - are the subject matter of the respective contract or which have been included in the contract in the same way as these GPCs are. It makes no difference whether the product description comes from Galaxus, from the supplier or from its suppliers or from the manufacturer. For the reference in the order by Galaxus it is sufficient if the product descriptions have been deposited with Galaxus via the interface.

10.3. Galaxus shall not be obliged to inspect the goods or to make special inquiries about any defects upon conclusion of the contract. Partially deviating from § 442 para. 1 sentence 2 BGB (German Civil Code), Galaxus shall therefore be entitled to claims for defects without limitation even if Galaxus was unaware of the defect at the time of conclusion of the contract due to gross negligence.

10.4. The commercial duty to inspect and notify defects shall be governed by the statutory provisions (§§ 377, 381 HGB [German Commercial Code]) with the following proviso: Galaxus' duty to inspect shall be limited to defects that are open-ly apparent during the incoming goods inspection at Galaxus under external inspection including the delivery documents (e.g. transport damage, wrong and short delivery) or that are directly recognizable during a quality control in a random sampling procedure. Insofar as acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding an obligation to inspect, a complaint (notification of defects) by Galaxus shall in any case be deemed to be prompt and timely if it is sent within ten working days of discovery or, in the case of obvious defects, of delivery. In the event of defects of title, the period shall be extended by the time required for an appropriate examination of the legal situation, including by external lawyers.

10.5. Subsequent performance shall also include the removal of the defective goods and the reinstallation, provided that the goods have been installed in or attached to another item in accordance with their nature and intended use; the legal claim of Galaxus to reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Galaxus' liability for damages in the event of an unjustified request for the removal of defects shall remain unaffected; in this respect, however, Galaxus shall only be liable if Galaxus has recognized or grossly negligently failed to recognize that there was no defect.

10.6. Notwithstanding the statutory rights of Galaxus and the provisions in para. 5, the following shall apply: If the Supplier fails to comply with its obligation of subsequent performance - by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by Galaxus, Galaxus may remedy the defect itself and demand from the Supplier reimbursement of the expenses required for this purpose or a corresponding advance payment. If the subsequent performance by the Supplier has failed or is unreasonable for Galaxus (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; Galaxus shall inform the Supplier of such circumstances without delay, if possible in advance.

10.7. If the supplier fulfils his obligation of subsequent performance by means of a replacement delivery, the limitation period for the goods delivered as replacement shall start anew after their delivery, unless the supplier has expressly and appropriately reserved the right to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.

10.8. Otherwise, Galaxus shall be entitled to reduce the purchase price or to withdraw from the contract in the event of a defect of quality or title in accordance with the statutory provisions. In addition, Galaxus shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

11. Supplier regress

11.1. Galaxus shall be entitled without limitation to the legally determined recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) in addition to the claims for defects.

11.2. In the CFA, it may be agreed that in the event that the end customer demands rectification of the defect, the rectification of the defect shall be carried out directly by the Supplier or its Service Center, which shall then replace the statutory claim for reimbursement of expenses of Galaxus against the Supplier.

11.3. Before Galaxus recognizes or fulfills a claim for defects asserted by the end customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2 and 3 BGB), Galaxus shall notify the supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is brought about, the claim for defects actually granted by Galaxus shall be deemed to be owed to the end customer. In this case, the supplier is responsible for providing proof to the contrary.

11.4. The claims of Galaxus from supplier recourse shall also apply if the defective goods have been further processed by Galaxus or another entrepreneur, e.g. by installation in another product.

11.5. For process-economic reasons, the parties may make different arrangements for defective products with a low value of goods up to a value limit to be determined in the CFA

(«low cost products»), where the costs of rectification of defects usually exceed those of a replacement delivery. If such an agreement is reached, a notification of the supplier must be sent to the supplier for the «low cost products» defined there in accordance with the provisions of the German Product Liability Act. 11 para. 3 is not necessary; a subsequent delivery granted to the end customer of Galaxus shall also be deemed owed in the relationship between the supplier and Galaxus. The Supplier shall reimburse Galaxus for expenses by reimbursing Galaxus the purchase price of the respective product.

11.6. In the event that a compensation agreement is concluded in the CFA, insofar as Galaxus offers this to the Supplier, the Supplier shall be released from the aforementioned recourse claims to the extent defined there.

12. Producer liability

12.1. If the Supplier is responsible for a product damage, it shall indemnify Galaxus from claims of third parties to the extent that the cause is within its sphere of control and organization and it is liable itself in the external relationship.

12.2. Within the scope of its obligation to indemnify, the Supplier shall reimburse any expenses pursuant to §§ 683, 670 BGB (German Civil Code) that result from or in connection with any recourse to third parties, including recall actions carried out by Galaxus. Galaxus shall inform the supplier - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment.

12.3. Further legal claims remain unaffected.

12.4. The Seller shall take out and maintain a product liability insurance with a lump sum coverage of at least three million Euro per personal injury/property damage, whereby the coverage does not limit the liability of the Supplier. The corresponding proof of insurance shall be presented to Galaxus upon request.

13. Limitation period

13.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

13.2. Notwithstanding § 438 (1) No. 3 BGB, the general limitation period for claims for defects is three years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year period of limitation shall apply accordingly also to claims arising from defects of title, whereby the statutory

period of limitation for in rem restitution claims of third parties (§ 438 para. 1 No. 1 BGB) shall remain unaffected; moreover, claims arising from defects of title shall in no case become statute-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against Galaxus.

13.3. The limitation periods of the purchase right including the above extension apply - to the extent permitted by law - to all contractual claims for defects. Insofar as Galaxus is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this purpose, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

13.4. The limitation period is suspended by the first written assertion of the respective claim. The suspension ends when the supplier rejects the claim in writing.

14. Property rights, in particular property rights of third parties

14.1. The supplier warrants that no rights of third parties in Germany and in the other member states of the European Union are infringed in connection with the intended use of the ordered goods. If Galaxus is held liable by a third party in this respect, the Supplier shall be obligated to indemnify Galaxus upon first request from all claims as well as from all resulting obligations, damages, costs and expenses (in particular reasonable external legal fees).

14.2. Each Party shall retain ownership of its intellectual property (protected and/or unprotected) that already exists at the time of the conclusion of the Agreement.

14.3. The Supplier shall transfer to Galaxus a non-exclusive, irrevocable, temporally and spatially unlimited, transferable as well as sub-licensable right of use for all results or partial results created by him in connection with the execution of the contract, in particular product descriptions and photocopies, which are imported into the online shop of Galaxus via the interface. This right of use includes in particular the duplication, distribution, public reproduction and making available to the public in all known and unknown types of use, including the right to process and further develop and use the results arising from this to the aforementioned extent. At the request of Galaxus, the Supplier shall waive the right to be named as author or co-author.

14.4. The above transfer of rights is settled with the agreed purchase price.

14.5. The Supplier warrants that all information and data, in particular product descriptions, designations, applications and photographs, which he has entered into the online shop of Galaxus, do not violate the rights of third parties (in particular trademark, design, copyright, patent and publicity rights) in Germany or in other member states of the European Union. In this respect, the Supplier shall indemnify Galaxus upon first request from all claims of third parties as well as any obligations, damages, costs and expenses (in particular reasonable external attorneys fees) resulting therefrom.

14.6. Likewise, the Supplier warrants that the products themselves, including individual copies thereof, as well as their packaging, do not violate the rights of third parties mentioned in the preceding paragraph. In this respect, the Supplier shall indemnify Galaxus upon first request from all claims of third parties as well as any obligations, damages, costs and expenses (in particular reasonable external attorney's fees) resulting therefrom.

14.7. If Galaxus determines that the goods and/or their packaging or a part thereof violates the rights of third parties or if Galaxus and/or its contractual partner, in particular other companies of the Migros Group, becomes involved in a legal dispute with third parties in this regard, Galaxus may withdraw from the entire contract and/or return the goods already purchased against full compensation. The Supplier shall be obliged to bear all costs (e.g. court costs, lawyer's fees, handling, transport, retransaction costs, litigation compensation) as well as all direct and indirect damages (e.g. claims for damages) incurred by Galaxus or other companies of the Migros Group in this connection.

14.8. If Galaxus and/or a contractual partner, in particular another company of the Migros Group, becomes involved in a legal dispute with third parties, the Supplier shall be informed and from this point in time shall be obliged to support Galaxus and/or its contractual partner in the conduct of the legal dispute without reservation by providing advice and information (e.g. by providing information, statements or samples) and to take the necessary defensive measures as quickly as possible at its own expense.

15. Information duties, subcontractors

15.1. The Supplier is obliged to inform Galaxus immediately of any changes to essential and/or agreed and/or notified product/packaging properties, insofar as these are within his sphere of influence.

15.2. The Supplier shall be free to use subcontractors, freelancers, subcontractors and other third parties (jointly "agents")

who are not employees of the Supplier in connection with the provision of services owed to Galaxus. The Supplier shall contractually ensure in relation to the commissioned party that all services are performed completely and properly, that the proper performance of services can be comprehensively controlled by means of appropriate documentation and that the obligations arising from the contractual relationship with Galaxus also apply in relation to the commissioned party.

15.3. Agents are considered to be vicarious agents of the supplier. Failures, delays, malfunctions, poor performance or other errors in the deliveries and services of the agents, regardless of what these failures are based on, shall not release the Supplier from its performance obligation under the contract concluded with Galaxus.

16. Confidentiality, documents and reference

16.1. Unless expressly agreed otherwise in writing, the terms and conditions of the order as well as other documents, data and information provided by or on behalf of the other party in the context of the supply relationship or otherwise becoming known in the context of the supply relationship about the circumstances of the other party and, if applicable, its affiliated companies - in particular business and trade secrets - shall be deemed confidential insofar as these are not publicly accessible and shall be kept secret for a period of three years after processing of the order/termination of the contract. They may not be used for reference or advertising purposes. References by one party to these business relations for advertising purposes shall only be permitted with the prior consent of the other party.

16.2. Galaxus reserves the property rights and copyrights to all documents and aids provided to the Supplier by Galaxus for the execution of an order, such as in particular illustrations, drafts, calculations, descriptions, samples, technical specifications, data carriers, other documents, tools, software, web application and interface codes, parts and materials. Such documents and aids shall be used exclusively for the contractual performance and shall be returned to Galaxus in full (including any copies or records made, if applicable) after completion of the contract or shall be irretrievably deleted from the Supplier. Products that have been manufactured according to documents and aids of Galaxus may neither be used by the Supplier himself nor offered or delivered to third parties.

16.3. The supplier is obliged to conclude agreements with his own employees and agents in accordance with this clause or to impose obligations to this effect on them.

The Supplier shall be liable to Galaxus for non-compliance with the obligations under this clause by the persons mentioned in sentence 1 of this paragraph.

17. Data protection: disclosure of data, information and documents

17.1. The parties mutually undertake to comply with all provisions of data protection law as amended from time to time and shall observe them. Both parties shall instruct all their respective employees and agents in accordance with the relevant provisions of data protection law and oblige them to maintain data secrecy. In particular, the Supplier shall be obliged to use the data of Galaxus' end customers (commissioned data processing, especially in the case of direct delivery) exclusively for the purpose of fulfilling the Supplier's contractual obligations. In particular, the Supplier is prohibited from using the data for purposes other than those for which it is intended (e.g. for his own advertising purposes, for sale to third parties). The supplier is obliged to irrevocably delete all end customer data made accessible to him after the contract has been fulfilled and at the latest after the expiry of any guarantee or warranty period.

17.2. Both parties shall furthermore monitor compliance with data protection regulations by their respective employees and agents and shall ensure data protection and data security by means of appropriate technical and organisational measures within the meaning of Art. 24 DSGVO.

17.3. Galaxus is entitled to pass on to Digitec Galaxus and the other companies of the Migros Group all data, information and documents from the supply relationship and to have these used by the companies of the Migros Group, in particular for the purposes of quality and risk management, accounting and in connection with the provision of other administrative and IT support services.

17.4. The same rights apply with respect to third parties acting on behalf of Galaxus. A transfer of data, information and documents outside the Migros Group is only carried out under strict, contractual data protection conditions to external service providers in Germany, Switzerland or in the member states of the European Union, on the basis of legal regulations or if a transfer is necessary to protect and enforce the legitimate interests of Galaxus.

18. Conformity to regulations

18.1. The Supplier shall be obliged to comply with the recognised rules of technology (in particular DIN standards, VDE regulations, VDI guidelines, DVGW regulations) and the statutory provisions on product safety (in particular the Product Safety Act),

the internationally applicable minimum standards under labour law, in particular all conventions of the International Labour Organisation («ILO») with regard to employees' rights, working hours and occupational health and safety, as well as all applicable statutory and official regulations. In particular, the Supplier shall ensure that the products delivered by him comply with the provisions of the relevant national standards such as European regulations, have all certificates, test seals, markings, etc. necessary for resale and shall comply with any resulting requirements, for example, for the registration of the products without being asked.

18.2. The supplier shall ensure that he and the agents employed by him in connection with the provision of services comply with the provisions of MiLoG, in particular the obligation to pay the minimum wage. The Supplier shall indemnify Galaxus upon first request from all claims of third parties that are asserted against Galaxus due to a violation of the MiLoG by the Supplier or due to a violation of MiLoG by its agents. Third parties within the meaning of the above provision are in particular the employees of the supplier or of an authorised representative. The Supplier's obligation to indemnify shall also apply to all sanctions, fines or other measures or claims asserted against Galaxus by authorities or other organizations due to possible violations of MiLoG by the Supplier or a representative, as well as to all costs incurred in connection with legal defense.

18.3. The Supplier undertakes to comply with the respective legal regulations on environmental protection and to introduce and maintain an environmental management system in accordance with the ecological corporate guidelines of Galaxus and to work to permanently reduce the negative effects on man and the environment arising from his activities.

18.4. The supplier will not participate, actively or passively, directly or indirectly, in any form of violation of human rights or discrimination against its employees, forced labour or child labour. In this context, the Supplier undertakes not to employ any employees who are not at least 15 years old. In countries covered by the exception for developing countries in ILO Convention 138, the minimum age may be reduced to 14 years.

18.5. The Supplier must ensure that all agents engaged by him who are involved in any way in the manufacture of the products delivered by him to Galaxus will comply with the obligations listed in the above paragraphs 1 to 4.

18.6. In the event that the Supplier violates one of the aforementioned obligations, the Supplier shall indemnify Galaxus, the other companies of the Migros Group and their customers from all costs, claims of third parties (in particular direct or

indirect claims for damages) and other disadvantages (e.g. fines) resulting from the violation of the above provision. This shall not apply if the supplier is not responsible for this breach of duty. Furthermore, Galaxus is entitled at any time to cancel the corresponding order immediately and to refuse acceptance of the corresponding delivery without incurring any costs to Galaxus. Possible existing claims for damages remain unaffected by this. Cancellation or refusal of acceptance shall not constitute a waiver of any claims for damages.

19. Compliance clause

19.1. The Supplier undertakes not to perform any act or omission that could damage the reputation of Galaxus, Digitec Galaxus or any other company of the Migros Group.

19.2. This obligation includes in any case the prohibition of unlawful payments or the granting of other unlawful benefits to public officials, business partners, their employees, family members or other partners, and the prohibition of expedited payments to public officials or other persons. The contracting parties shall assist each other in taking measures to prevent corruption and, in particular, shall inform each other immediately if they have knowledge or concrete suspicion of cases of corruption that are specifically related to this Agreement or its performance.

19.3. If Galaxus determines that the Supplier violates anti-corruption regulations, Galaxus shall be entitled to terminate the contract - if necessary also extraordinarily.

20. Termination of the framework agreement

Each contracting party may terminate the framework agreement, which pursuant to Clause 1(6) is concluded, for example, by signing the CFA, without observing notice periods for good cause. Good cause shall be deemed to exist in particular if insolvency proceedings have been opened against the assets of the other contracting party, if judicial or extrajudicial composition proceedings have been initiated, if a corresponding application has been filed, even if such an application has been rejected due to lack of assets, if the reasons for the opening of insolvency proceedings or comparable proceedings against the assets of the other contracting party exist or if execution proceedings have been initiated against the entire assets of the other contracting party or a substantial part of these assets. Furthermore, an important reason in favour of Galaxus exists in particular if the financial circumstances of the Supplier deteriorate significantly and the stability of deliveries is endangered as a result.

21. Prohibition of assignment

The assignment of rights and obligations of the Supplier shall require the prior written consent of Galaxus; § 354a HGB (German Commercial Code) shall remain unaffected.

22. Effectiveness of the contract

Should individual provisions of these GPC be invalid, the remaining provisions shall remain unaffected. The contracting parties are obliged to reach a new agreement which comes closest to the economic purpose of the omitted provision.

23. Choice of law and place of jurisdiction

23.1. These Terms and Conditions of Purchase and all legal relations between Galaxus and the Supplier shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The conditions and effects of the reservation of title are subject to the law of the place where the goods are located if, according to the provisions of national law, the choice of law made in favour of German law is inadmissible or invalid.

23.2. If the supplier is a merchant within the meaning of §§ 1 ff. HGB (German Commercial Code), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Hamburg. Galaxus shall, however, also be entitled to bring an action at the place of performance of the delivery obligation.