



# General Order & Contract Conditions for Contractors & Suppliers of CRAiD GmbH ("GOC")

Status 06/2024

## 1. Contract Documents

1.1 An order, including these GOC and all appendices for the products and services subject to the order, constitutes the primary agreement between CRAiD GmbH (hereinafter "Principal") and the supplier. The supplier's offer is part of an order, provided the Principal has given written consent (text form is also acceptable). The Principal's order and the supplier's offer, together with these GOC, are hereinafter referred to as the "Contract."

1.2 Subsequently altered conditions in a response from the supplier to the order, which are additional to the conditions contained herein (i.e., a counteroffer by the supplier), are explicitly rejected by the Principal. The Principal's order cannot be altered by the supplier's counteroffers.

1.3 If the order, including these GOC, does not correctly reflect the agreement between the Principal and the supplier regarding the subject of the order, the supplier must immediately and before providing services, object to the Principal (email is sufficient).

## 2. Prices

2.1 The supplier's remuneration for its services is stipulated in the respective contract. The agreed remuneration covers all services to be provided by the supplier, including the transfer of rights and ancillary costs.

2.2 Unless otherwise agreed in writing with the Principal, the supplier will not be reimbursed for costs incurred in connection with fulfilling this order. The currency for price determinations is the „Euro."

## 3. Taxes

All applicable taxes, costs, fees, duties, or other levies imposed or collected by any governmental or tax authority (including local authorities) worldwide in connection with the sale of products or services, other applicable taxes, as well as VAT and other charges or fees related to payments by the Principal to the supplier for products and/or services provided to the Principal in connection with this order, are the supplier's responsibility and must be paid by the supplier. The Principal will withhold taxes on payments to the supplier hereunder in accordance with applicable law and will only pay the supplier the net proceeds. If the Principal provides a certificate for the direct payment of a tax, an exemption certificate, or a reduced tax rate certificate from a competent authority, the supplier agrees not to invoice or pay such tax until such time as the competent authority imposes such tax.

## 4. Payment Terms

4.1 Unless otherwise legally regulated, payments by the Principal are to be made within 30 days of receipt of a valid invoice or receipt of the supplier's products or services, whichever occurs later. In the event of payment by the Principal within 14 days, a 3% discount is agreed upon.

4.2 Invoices must include the legally required content and the following information to be processed. If invoices do not meet these requirements, the Principal is entitled to reject them:

Invoices in email attachments are only accepted in PDF format, optionally PDF/A.



The invoice must include the PO number and the contact person of the Principal.

Performance evidence must be attached to the invoice.

The invoice may only refer to one order.

The value and unit price of an invoice item must not exceed the value/unit price of the respective order item (for price discrepancies, please contact the responsible buyer before invoicing).

Invoices and credit notes must be issued separately.

The invoice must be issued in the order currency.

Each invoice item must refer to the corresponding order item.

Invoices must be sent to the email address specified by the Principal.

4.3 Please note that our payment terms relate to the receipt date of acceptable invoices.

4.4 Before the first order, the supplier will fill out the supplier questionnaire and provide the Principal with its master data, particularly its full company name, address, VAT identification number, and bank details. The supplier will promptly inform the Principal of any changes to the master data.

## 5. Service Provision

5.1 The supplier is obliged to provide the agreed products and services ("Contractual Services") in such a way that they have the properties described in the contract and are free from defects that would nullify or reduce their value or suitability for ordinary or contractual use. The Contractual Services must be provided based on the current state of technology at the time of service provision. Relevant legal and regulatory provisions must be observed in service provision.

5.2 Dates and deadlines for the provision of Contractual Services in the contract are binding. Exceeding them leads to default without further reminder. The supplier must inform the Principal immediately if they are unable to meet a delivery date or deadline. In the event of a late delivery, the Principal is entitled to procure a replacement at any time without prior notice and to claim the additional costs from the supplier.

5.3 The use of subcontractors by the supplier requires the explicit consent of the Principal, at least in text form.

## 6. Acceptance

6.1 The supplier must notify the Principal of the completion of their Contractual Services in text form and provide them to the Principal for inspection. Partial delivery and acceptance are only permissible if explicitly agreed in the contract. Otherwise, a joint determination of the condition of parts of the Contractual Services by the parties during project progress does not constitute acceptance in the legal sense.

6.2 Acceptance takes place within four weeks of receipt of the completion notice and provision of the Contractual Service, unless a different date is agreed. Acceptance must be expressly declared in writing by the Principal. Implied acceptance (e.g., through payment, productive use, or handover to customers) is excluded.

6.3 The Principal may, at its discretion, either return the Contractual Services that do not meet the acceptance criteria with a refund of any payments made or request the supplier to promptly and free of charge repair and replace the relevant Contractual Services or re-perform the Contractual Services.

## 7. Revocation

The Principal can revoke this order within 14 calendar days without stating reasons. If the Principal revokes the order without stating reasons, the Principal will pay the supplier for the actual and reasonable costs for work satisfactorily completed and usable by the Principal up to the day of revocation, but no more than the agreed remuneration.

## 8. Import and Export

The supplier is the responsible importer and exporter in connection with this order. They commit to complying with all import and export laws and administrative requirements, including paying all applicable duties, taxes, and fees, as well as all applicable laws, regulations, certifications, and registrations related to the import or export of the supplier's products, including but not limited to product safety, electromagnetic compatibility, telecommunications, product return/recycling, and environmental protection. At the Principal's request, the supplier will promptly provide all information necessary for the export and import of products, including export control classification numbers (ECCN) and subtitles or



certifications and/or test results related to the products or services, and notify the Principal in writing of changes to the information provided by the supplier for the export and import of products.

## **9. Risk and Delivery**

The ownership and risk remain with the supplier until the Contractual Services acquired under this contract are delivered to the location specified in the order and accepted by the Principal.

## **10. Inspection and Notification of Non-Compliance**

In the case of a commercial transaction (§ 377 HGB), obvious defects are considered timely notified to the supplier if the Principal complains within 14 days of receiving the product. Hidden defects must be complained about by the Principal within 14 days of discovering the defect. The period is met if the Principal makes the complaint in time.

## **11. Warranties**

The supplier warrants the following:

- i. The supplier and its agents have the necessary knowledge of all laws, regulations, and requirements applicable to the provision of Contractual Services hereunder and comply with these provisions (at their own expense).
- ii. The Contractual Services do not infringe on third-party personal rights, publicity rights, reputation, or intellectual property rights.
- iii. The Contractual Services are free from defects in design, material, and workmanship.
- iv. The Contractual Services are suitable and safe for use in connection with the warranties, specifications, and requirements according to the offer and comply with the same.
- v. The supplier will not use, disclose, or transfer across borders any information processed for the Principal that could identify an individual ("personal data") unless necessary to fulfill this order.
- vi. The supplier will disclose, export, or re-export the Principal's information, processes, or products manufactured in connection with this order only with prior notification and compliance with all applicable laws, regulations, and directives of federal, state, and local governments, and only with the prior written consent of the Principal.

## **12. Intellectual Property and Usage Rights**

12.1 The supplier grants the Principal ownership and all rights and licenses to all results and intermediate results developed for the Principal within the scope of the Contractual Services ("Work Results"), particularly those necessary for the use, transfer, dissemination, and distribution of the Contractual Services and the exercise of the rights granted under this contract by the Principal and its affiliated companies pursuant to §§ 15 ff. AktG as well as the customers of the Principal and the affiliated companies.

12.2 In particular, the Principal receives the exclusive, fully paid, irrevocable, unlimited in time, place, and subject matter, transferable, and sublicensable usage right to the Work Results upon their creation, at the latest upon their handover. This usage right includes all types of use, especially storing, loading, executing, processing data, editing by third parties, including the permanent connection with the services of the contractual partner, the right of reproduction and distribution, the right of performance and presentation, including in public, the right of further marketing, and the right to make changes, adaptations, translations, additions, and further developments without using a copyright designation.

12.3 Unless otherwise agreed, Contractual Services in software programming also include the provision of the source code, including the above-mentioned rights to Work Results.

12.4 If the supplier uses pre-existing works for the Contractual Services, rights are granted according to clause 12.2 with the proviso that they are simple, non-exclusive usage rights.

12.5 If the subject of the Contractual Services is standard software, the regulations in the license terms of the standard software apply to the usage rights. However, the supplier ensures that the usage rights to the standard software in any case (i) allow the transfer of usage rights to the Principal's customers and customers of affiliated companies of the Principal and (ii) allow use by the Principal and its affiliated companies.

12.6 Open source software ("OSS") may only be used in the Contractual Services if the Principal has given explicit written consent. The supplier ensures that (i) the Contractual Services do not contain OSS without the Principal's consent and (ii) OSS used with the Principal's consent does not trigger a so-called copyleft effect for works handed over or adap-



ted under the Contractual Services by the supplier or the Principal.

12.7 The supplier waives the right to be named as the author of the Work Results. The Principal is permitted to use the supplier's Work Results together with its own performance results for self-promotion purposes. The supplier confirms that all authors have also agreed not to assert moral rights in relation to the Contractual Services, to the extent permitted by law.

12.8 If innovations such as inventions arise during the provision of the Contractual Services, the Principal alone is entitled to file corresponding applications for protection rights.

### 13. Ownership of Products

Except for Contractual Services licensed under the conditions under "Intellectual Property," all Work Results developed by the supplier under the contract become the property of the Principal upon provision.

### 14. Indemnification

14.1 The supplier defends and indemnifies the Principal and its affiliated companies and holds them harmless from claims (including general costs, expenses, and legal fees) made on the grounds that Contractual Services infringe intellectual property rights, result from non-compliance with a warranty, guarantee, or other obligation contained in this order, result from a security breach, or result from liability under § 13 MiLoG or § 14 AEntG.

14.2 If a claim for infringement of intellectual property rights is made, the supplier agrees to take the first applicable remedial measure at its own expense: (i) secure the rights granted to the Principal under this order; (ii) modify the product so that it no longer infringes rights while still complying with the provisions of this order; (iii) replace the product with one that does not infringe rights and complies with the provisions of this order; or (iv) accept the return or discontinuation of the infringing product and refund the amounts already paid for the affected product.

### 15. Limitation of Liability

To the extent permitted, the Principal or its affiliated companies are not liable for lost revenue, lost profit, incidental damages, indirect damages, consequential damages, special damages, or punitive damages. The Principal's liability to the supplier is limited to the total remuneration payable by the Principal to the

supplier under the order. These liability limitations do not apply to losses or damages caused by breach of a warranty undertaken in connection with a transaction under this order, for damages due to non-fulfillment of essential contractual obligations, for personal injury, and for damages caused intentionally or through gross negligence or in connection with the German Product Liability Act (ProdHaftG). The supplier's liability is governed by statutory provisions.

### 16. Assignment

16.1 Without the Principal's written consent, the supplier is not entitled to assign its rights. Any unauthorized assignment is ineffective.

16.2 Notwithstanding contrary provisions in these GOC, the Principal may assign the contract or individual claims arising from it to any new legal entity spun off or otherwise established by or through the Principal or an affiliated company that uses or utilizes all or some of the Contractual Services agreed upon in this contract before its establishment.

### 17. Confidentiality

17.1 The supplier undertakes to treat all information about the Principal's social and other affairs, its affiliated companies, and its customers that becomes known during the cooperation, especially all information, business, and trade secrets received in the course of processing the order, as strictly confidential and to protect them from third-party access.

17.2 This obligation does not apply to information that is generally known or becomes known without breaching the confidentiality obligation, was demonstrably developed independently, or was lawfully obtained from third parties without a confidentiality obligation or was already in the supplier's possession at the time of disclosure.

17.3 "Confidential treatment" means that the supplier does not disclose, reveal, or transfer the information, content, or data to third parties, either technically or non-technically, unless it is to be made accessible to certain third parties according to their contractual purpose.

17.4 Third parties within the meaning of this agreement are not the Principal's affiliated companies. Disclosure is only permitted to fulfill legal or regulatory obligations with prior notification of the Principal; otherwise, only with the Principal's written consent.



17.5 The supplier is prohibited from making copies of any documents or information for purposes other than performing the Contractual Services without the Principal's written consent. The supplier will oblige its employees in writing to maintain confidentiality and present this confidentiality agreement to the Principal upon request.

17.6 This confidentiality obligation continues indefinitely beyond the termination of the contract.

## **18. Ethical Conduct**

18.1 The supplier must be familiar with and strictly comply with all laws and regulations related to bribery, corruption, and unfair business practices. The supplier and its affiliated companies undertake not to make, directly or indirectly, (a) political donations of any kind or payments to or for the benefit of an elected or appointed public official, (b) payments for gifts, meals, travel, or other valuables for a public official or their family members, or (c) payments or gifts (money or valuables) to influence the decisions of third parties in favor of the Principal or its affiliated companies or to induce people to make such influences. The Principal is prohibited from reimbursing the supplier for these political donations, payments, or gifts.

18.2 The supplier's violation of the provisions of this section "Ethical Conduct" (or the Principal's reasonable belief that the supplier has violated or is likely to violate the provisions) constitutes a material breach of the contract. In this case, the Principal may terminate the contract immediately by written notice to the supplier without the Principal incurring any liability in this context.

18.3 The Principal's "Code of Conduct" is part of an order.

## **19. Applicable Law**

This order is governed by the law of the Federal Republic of Germany. The international sales law of the "United Nations Convention on Contracts for the International Sale of Goods" is excluded. The place of jurisdiction is the Principal's headquarters.

## **20. General**

20.1 Unless otherwise provided by applicable law, legal or other actions in connection with

this order must be initiated no later than two (2) years after the cause of action arises.

20.2 Modifications, changes, and additions or waivers in connection with the contract must be in writing (text form is also acceptable) and duly signed by both parties with reference to the order. If the Principal does not exercise its rights hereunder, this does not constitute a waiver of these rights.

20.3 Without the Principal's prior written consent, the supplier is not entitled to use the Principal's name or trademarks, its affiliated companies, or customers in marketing materials (including endorsements or customer lists) or press releases or to mention or identify the Principal, its affiliated companies, or customers.

## **21. Data Protection**

21.1 The supplier is obliged to inform the Principal immediately if the supplier gains access to personal data of the Principal or the Principal's customers or processes personal data.

21.2 If a transfer of personal data from one data controller to another is included as part of the services to be procured, the supplier warrants that it has all legal prerequisites to lawfully transfer the personal data of data subjects to the Principal, particularly, if necessary, having obtained the data subjects' consent to the transfer to the Principal for the specific purpose, and having provided the data subjects with all necessary information for compliance with transparency requirements under applicable data protection laws.

21.3 If and to the extent that the supplier processes personal data on behalf of the Principal and the European General Data Protection Regulation (EU/2016/679) (GDPR) or the Swiss Federal Data Protection Act (DPA) applies to the processing of personal data under the contract, any data processing agreement between the parties takes precedence, and if the parties have not concluded a separate agreement, the Principal's general Privacy and Security Terms apply (Link: <https://craid.de/daten-schutz>). If the supplier conducts advertising or market and opinion research for the Principal, the supplier is obliged to inform the data subject of their right to object to the use of their data for advertising and market or opinion research purposes.

21.4 The Principal and its affiliated partner companies, as well as the respective contrac-



tors and subcontractors, may store or otherwise process the business-related contact information of the supplier, its employees, and authorized users (such as name, business address and phone, email, and user ID) as part of the business relationship between the Principal and the supplier in all countries where they conduct business. If notification of the data subjects or their consent is required for this processing, the supplier will arrange for this accordingly.

21.5 The supplier's employees involved in processing personal data are obliged to maintain data secrecy under applicable legal provisions and, if necessary, telecommunications secrecy or other confidentiality obligations (e.g., § 35 SGB I). These obligations continue beyond the contract's expiration.

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