

STRICHPUNKT

Purchasing Terms and Conditions for Strichpunkt– Agentur für visuelle Kommunikation GmbH

(Last updated 12/2022)

1. Validity, protective clause, written form

1.1. The following clauses apply exclusively to our purchase of deliveries and services without us having to refer to them in every case. Deviating, contrary or additional clauses of the Supplier shall only be incorporated into the Contract inasmuch as we have expressly consented to their validity in writing.

1.2. Unless otherwise agreed in these clauses, fax and email are also in compliance with the agreed written form.

2. Concluding the contract

2.1. Our verbal purchase orders or our purchase orders made over the telephone, as well as additions and changes to an order require our written confirmation. Unless otherwise indicated in our purchase orders, we will hold ourselves bound to our purchase order for two weeks following the date of the order. However, we may revoke the purchase order until we receive from the Supplier a written acknowledgement of receipt, which has the same content as our purchase order.

3. Deliverable, quality requirements

3.1. The Supplier is required to verify all order-related and other contractual documents for completeness, accuracy and suitability for the purpose, and must notify us in writing of any discrepancies or errors without undue delay. This does not affect the Supplier's own responsibility for performance.

3.2. Full documentation (e.g., operating manual, maintenance manual) must be provided with the deliveries and/or services (as follows also referred to as "Deliverables"). Drawings, plans, photo-, audio- and video material must also be provided to us in digital, modifiable form as open source files in a structured and comprehensible manner.

3.3.

3.4. If Deliverables are produced to our requirements, an inspection and approval (*Abnahme*) is also required - even if not expressly agreed. This inspection and approval has taken place once a functional check shows that the performances are free of defects or have at worst immaterial defects.

3.5. Suppliers who render performances on our premises are required to keep to our relevant provisions (e.g., house rules, safety regulations). Work areas must be kept accident-proof at all times, and each day after work is done tidied and left clean.

3.6. Without our prior written consent, the Supplier is not entitled to have the performance it owes performed by third parties (e.g., subcontractors, freelancers). The Supplier shall bear the procurement risk for its performances, unless a one-off model is being produced.

3.7. We are entitled to request changes to the Deliverable in terms of design and model within what is reasonable and by making corresponding amendments to prices and delivery times.

4. Delivery time, dispatch, transfer of risk

4.1. If for whatever reason the Supplier is not able to meet the agreed delivery times, he must inform us immediately. In the event of delay, we shall have the claims and rights given by statute.

4.2. Shipments are made free of charge to the location indicated in the purchase order at the Supplier's risk. The same also applies to any returns. The Supplier is liable for following specified shipping instructions. If an inspection and acceptance is carried out, the risk does not pass to us until we have accepted it.

5. Prices, invoicing, payment

5.1. The agreed price is a fixed price plus statutory value added tax including all ancillary services and incidental costs (e.g., assembly, installation, packaging, transport, shipping insurance, contributions to the Social Security Insurance Scheme for Artists and Writers). The contributions to the Social Security Insurance Scheme for Artists and Writers must be indicated separately in the invoice. For services, a detailed description of the service must be given in the invoice.

5.2. Upon receipt of the invoice, we pay within 45 days without discount or within 14 days with a 3% discount.

5.3. The Supplier is only paid for extra work provided if we have approved of it ahead of time in writing.

6. Examination, defects

6.1. Statutory provisions shall apply regarding our rights in the event of material- or legal defects to the

deliverable and for any other violations of obligations by the Supplier, unless otherwise determined as follows.

6.2. We shall randomly inspect the delivery items after receipt in the ordinary course of business. In this way, we are in compliance with our commercial duty of inspection.

6.3. If the Supplier is in default with the remedy of the defect, or if we or our customers are at risk of considerable damage as a result of the delay, we will be entitled to remedy the defect either by ourselves or by means of third parties at the Supplier's expense without asking in advance. We will notify the Supplier as early as possible.

6.4. Claims arising from a material defect are subject to a 2-year limitation period, or for a legal defect, 4 years from delivery/acceptance. Longer limitation periods arising from other claims which do not rest on a defect to the Deliverable itself, remain unaffected. The statutory limitation period for real rights relating to a demand for return (Section 438 (1) No. 1 German Civil Code [Bundesgesetzbuch - BGB]).

7. Rights

7.1. In performing the handover, the Supplier grants the exclusive, transferable, non-revocable right unrestricted in time and space to use and utilise the Deliverable at no charge. In particular, this includes the right to reproduce and process it, to publish it, to allow third parties to use it at no charge or for a fee either temporarily or for an extended period of time, in particular, also in combination with our products; we thus have all usage-, processing- and re-usage rights to the Deliverables without limitation. All Supplier claims for granting such rights are included in the agreed remuneration - with the result that, in particular, licence payments for now and the future are excluded.

7.2. The Supplier grants us exclusive usage rights for applications unknown at the time of the conclusion of the contract, which are unlimited in space, time and content. If we exploit the unknown applications ourselves or through third parties, the Supplier shall receive an appropriate remuneration, on which we shall agree with him at the time of the intended commencement of use. If an agreement is not reached within one month following our sending of the notification of the intended start of the new application of the work to the Supplier at their latest address we have on file, we will be entitled to set the remuneration at our reasonable discretion. The Supplier shall be entitled to have a competent district court review whether there was reasonably exercised discretion (Sections 315 et seq. BGB) within six months of the specification of performance.

7.3. If or can the Supplier only grant limited usage rights (e.g. image rights), this requires an explicit agreement. The Supplier must provide a detailed description of the scope of the usage rights in the offer and invoice.

7.4. If the Deliverable comprises software, either in full or in part, we shall receive printable documentation in German with the software. We may require the Supplier to enter into a standard maintenance agreement and make the source code available at our expense.

8. Infringement of intellectual property rights

The Supplier shall ensure that the use of the Deliverable in compliance with the contract shall not violate any third party rights, in particular, no intellectual property rights or patent applications. Insofar as the Supplier could have recognized and avoided this, he shall indemnify us against expenses and damages resulting from third party claims due to the infringement of such rights. This claim is subject to the statutory limitation period (Section 195 BGB)

9. Provisions, property rights

9.1. Illustrations, plans, drawings, calculations, procedural instructions, product descriptions, digital data and other documents which we make available to the Supplier or which are otherwise provided or which are delivered directly to the Supplier on our behalf remain our property.

9.2. We object to all forms of extended or prolonged retention of title.

10. Secrecy

10.1. The Supplier is obliged to treat all commercial and technical details which are not in the public domain and which become known to him while doing business with us as trade secrets, unless they become generally known. This applies, in particular, to information identified as "secret", "confidential", or similar. The Supplier's vicarious agents (including employees) must be bound accordingly in writing; these obligations must be submitted to us upon request.

10.2. The Supplier is familiar with the legal situation involving insider knowledge and our customers who are listed in the stock exchange. The Supplier is required to neither buy nor sell the shares of our customers or instruct third parties to do so when aware of facts of relevance to the share price.

10.3. The Supplier is only entitled to use an existing business relationship with us for advertising purposes with our prior written consent.

10.4. Publicising Deliverables produced on order for us and according to our specifications for purposes of self-marketing by the Supplier requires our prior written consent.

11. Right of cancellation

We may cancel an order placed with the Supplier at any time if our customer cancels, terminates or otherwise terminates the contract concluded with us. The Supplier shall deliver to us the services rendered until receipt of the cancellation and shall be entitled to remuneration for the services rendered up to that point.

12. Supplier's code of conduct

Our expectations on how our Suppliers should conduct themselves socially, ecologically and ethically responsibly are set out in our [Supplier Code of Conduct](#) which we send to our Suppliers upon request. The Supplier has implemented the requirements of the Supplier Code of Conduct as amended in its company. The requirements in the Supplier Code of Conduct apply in addition to these Purchasing Terms and Conditions. We will notify the Supplier in the event of any changes being made to the Supplier Code of Conduct. The Supplier must remain in compliance with the Supplier Code of Conduct at all times in its business relationship with us. This Code must be passed on to the Supplier's subcontractors and its own suppliers. The Supplier shall provide evidence of having done so to us upon request. The Supplier will notify us when it or its own suppliers are no longer able to fully comply with the Supplier Code of Conduct.

13. Final provisions

13.1. The place of jurisdiction is our headquarters. Should the Supplier be a merchant, a legal entity under public law or a separate fund under public law, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship is our headquarters, or, at our discretion, also the headquarters of the Supplier. This also applies in cases in which the Supplier has no domestic jurisdiction, has moved their headquarters or usual place of abode abroad following conclusion of contract, or if neither their registered place of residence nor their usual place of abode is known at the time an action is filed.

13.2. German law applies, with the inclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.3. Should one or more provisions in these clauses be or become invalid, the validity of the remaining clauses shall remain unaffected as a result.