

General purchasing conditions for Deutsche Post companies in Finland

1 General, Definitions

- 1.1 The following general purchasing conditions apply to all requests, offers and contracts, and the execution thereof, relating to the purchase and delivery of goods and/or services, wherein the purchasing party acts as buyer of goods and/or services. Terms in individual written contracts differing from these take precedence over these general purchasing conditions.
- 1.2 “The supplier” is understood as: any (legal) person who has entered into or wishes to enter into a contract with the purchasing party relating to the sale of goods and/or services.
- 1.3 “The purchasing party” is understood as: the legal person who has entered into or wishes to enter into a contract with the supplier relating to the purchase of goods and/or services. The purchasing party is a (legal person who completely or partially forms part of the Deutsche Post DHL group in Finland (“DPDHL Finland”) and can also act on behalf of other (legal) persons completely or partially forming part of DPDHL Finland, in which case said legal person(s) as the purchasing party placing the order shall be able to derive rights from the framework contract entered into between the supplier and the purchasing party (“the purchasing party”).
- 1.4 The applicability of conditions of sale or other terms of the supplier is explicitly denied. Taking into account article 1.1 these general purchasing conditions take precedence, even if other preference has been negotiated, or if the supplier has not voiced an explicit objection to this. The exercise of contractual rights or the fulfilment of contractual obligations by the purchasing party in no way implies the acknowledgement of the supplier’s general conditions of sale, delivery and payment.
- 1.5 All applications, offers, agreements and their execution are subject to the purchasing party’s valid Supplier Code of Conduct. This is included at the end of these general conditions of purchase.

2 Documentation

- 2.1 After the contract has been concluded the supplier acknowledges that he is aware of the type of performance, volume and quality of the products and services by inspecting the available plans, designs, technical descriptions and other information handed to him. Obvious errors, omissions, spelling errors and calculation errors in the documents, drawings and designs of the purchasing party shall not lead to any obligation towards the purchasing party. The supplier shall inform the purchasing party in writing of any such errors and omissions in order that the contract can be corrected and renewed. This also applies in the case of missing documents and drawings.
- 2.2 The supplier is obliged to make documentation belonging to the contract available to the purchasing party in advance.

- 2.3 The purchasing party has free use of this documentation, including reproduction thereof for personal use.

3 Discount for volume, Changes in the contract, Sub-contracting, Ultimate responsibility for payment of taxes and social security contributions (liability of subcontractors)

- 3.1 The basis for calculating discounts for volume and other types of discount shall be inclusive of the turnovers generated by organisations belonging to the DPDHL Finland.
- 3.2 The supplier shall honour all wishes in respect of changes in quality and/or quantity in the delivery of goods and services after the contract has been concluded, insofar as this can reasonably be expected of him and agreement has been reached on any adaptation of price, implementation or delivery time. These changes must always be confirmed in writing by the purchasing party.
- 3.3 Transfer or contracting out of a contract or part thereof to a third party (sub-contractor) is not permitted without the written consent of the purchasing party. This consent can be conditional.
- 3.4 Assignment of debts to the purchasing party is only possible subject to written authorization from the purchasing party in advance.
- 3.5 In cases of transfer to a third party of the obligations arising from the contract with the supplier or a part thereof the supplier is obliged to advise the purchasing party what securities have been provided for the payment of VAT, income tax and social security premiums which are legally required for employers.
- 3.6 In relation to the work carried out, the purchasing party retains the right at all times to pay to the supplier all VAT, income tax and social security premiums for which the purchasing party may be jointly and severally liable by virtue of legislation on supply chain responsibility, or for which he may otherwise be liable, by means of a deposit on the latter’s blocked account in the sense of the aforementioned legislation. Regardless of the above stipulations in this article, the purchasing party is authorised at all times to withhold the sums for social contribution premiums, VAT and income tax, including premiums for social insurance owed by the purchasing party to the supplier and to settle them directly with the authorities in question on behalf of the supplier, in which case the purchasing party shall be discharged from these payments, insofar as these amounts are concerned.
- 3.7 The purchasing party is entitled to transfer rights and/or obligations stemming from this agreement and the subsequent agreements based on it to third parties which belong to the DPDHL group of which the purchasing party forms a part. In that case, a simple written notification to the counterpart is sufficient.

4 Prices and tariffs

- 4.1 The agreed-upon prices and tariffs (shown exclusive of VAT) are fixed and irrevocable, unless the agreement states the circumstances which may lead to revision of the price or tariffs, as well as determining the way in which the modification shall take place. No other claims shall be accepted, unless agreed upon in writing. The agreed-upon prices and tariffs shall cover all costs necessary for the complete fulfillment of the agreement (e.g., packing, transport, insurance, customs fees, installation, taxes). VAT shall be calculated based on the applicable rate at that time.
- 4.2 Unless determined otherwise in the agreement, travel and accommodation costs are included in the tariff and no separate travel or accommodation costs or travel time can be declared separately.
- 4.3 Unless determined otherwise in the agreement, all other costs such as office, secretarial, administrative or other supplementary costs are included in the tariff and cannot be declared separately.

5 Shipment, Delivery

- 5.1 Delivery always takes place according to the currently valid condition DDP (Delivery Duty Paid) in compliance with Incoterms edition 2010. In cases arising there can be deviation from this only by prior written agreement. If it is possible to deliver goods with an organisation belonging to the DPDHL Finland, this facility should be used.
- 5.2 Partial delivery is not permitted, unless it has been otherwise agreed in writing.
- 5.3 Each delivery shall be accompanied by a packing note containing an exact specification of the type and number of goods delivered. The full purchase order number, the purchasing party or the party calling for the order, the material numbers and the delivery address must always be stated on the packing note.
- 5.4 If a delivery which does not meet the conditions stated in the contract is refused, the costs of return and risk are charged to the supplier.
- 5.5 The purchasing party has the right to postpone delivery. In this case the supplier shall store, preserve, keep safe and insure the items properly packed, separated and so as to be identifiable.

6 Packing

- 6.1 All packing materials used shall be environmentally friendly in the broadest sense of the word.
- 6.2 The purchasing party has at all times the right to return the packing materials to the supplier at the supplier's expense. The supplier must accept these returned packing materials. The place of execution of this obligation is the same as the place where the goods were handed over.
- 6.3 Processing or destroying of packing materials is the responsibility of the supplier. If packing materials are processed or destroyed on request of the supplier this is done at the expense and risk of the supplier.

- 6.4 Without prejudice to the conditions of the delivery of goods, the goods shall always be packed in such a way as to prevent any kind of damage to the goods which can be caused by the hazards of transport. The packed goods must be capable of withstanding a minimum free fall of approximately one metre.

The packed goods must be capable of being stacked, wherein the packaging retains its shape and does not become damaged, even if other deliveries are stacked on top of it.

The packages/deliveries shall be strong enough to prevent unintentional opening, tearing or bursting.

The packages/deliveries must be provided with material numbers, material description and quantities. If they are stacked this marking must be legible on each package/delivery.

If the goods are transported on a pallet this should preferably be a Europallet, complying with DIN standard 15 146.

The supplier should always observe the maximum total weight for Euro and other pallets.

7 Delivery times, Delivery dates

- 7.1 The agreed delivery dates and times of execution are always latest delivery dates and times.
- 7.2 The supplier is obliged to report immediately in writing any threat of exceeding the delivery time to the purchasing party, or in the case of a framework contract, the party placing the order, giving reasons.
- 7.3 If the supplier does not comply with these delivery dates or times of execution, the supplier is in default or liable, without any further proof of default. The purchasing party, without prejudice to his other rights, is then entitled to annul the contract completely or partially without any legal intervention being required. Receipt or acceptance of late delivery or execution does not prejudice the right of the purchasing party to compensation for damages or execution of penalty clauses or fixed compensation for damages. A contractually agreed penalty clause or fixed compensation for damages may be enforced if a complaint is received by the supplier within ten working days of receipt or acceptance.

8 Inspection

- 8.1 The purchasing party is at all times entitled to inspect items/have items inspected both during production, processing and storage and after delivery, without prejudice to the obligations of the supplier.
- 8.2 On first request, after an appointment has been made, the supplier shall provide access to the purchasing party or his representative to the place of processing, handling or storage. The supplier shall provide cooperation at the inspection without cost.
- 8.3 If an inspection, as stated in paragraph 8.1, cannot take place at the fixed time due to action by the supplier, or if an inspection has to be repeated, the

expenses incurred by the purchasing party for this are charged to the supplier.

- 8.4 In the case of inspection the supplier is obliged to ensure repair or replacement of the goods in question within five working days. If the supplier does not meet this obligation the purchasing party is entitled completely or partially to annul the contract without further proof of default without prejudice to the right to compensation to damages and other rights.
- 8.5 If the supplier does not take back the inspected delivered goods within two working days, the purchasing party has the right to return these items to the supplier at the supplier's expense and risk.

9 Invoices

- 9.1 The invoice shall contain a minimum of the same details as the packing note (paragraph 5.3), the full purchase order number, the party placing the order, or in the case of a framework contract the purchasing party the budget code per line of invoice of the party placing the order, or in the case of a framework contract the party calling for the order, the material numbers and the delivery address, sorted by budget code.

After delivery or execution the supplier shall send the invoice together with all the relevant documentation to the agreed invoicing address.

- 9.2 Partial invoices are not permitted unless it has been otherwise agreed in writing.
- 9.3 Invoices of (legal) persons meeting the obligations of the supplier in sub-contract are not accepted.
- 9.4 Also stated on the invoice shall be all legally required information, in particular, but not exclusively, the VAT sum including the VAT tariff applied.
- 9.5 If the goods and/or services are delivered/executed within the European Union, the invoice, as well as the required details, shall also state the VAT-identification number of both the purchasing party and the supplier.
- 9.6 Upon request of the purchasing party, the supplier undertakes to submit invoices electronically to the purchasing party at no additional costs to the purchasing party via the purchasing party's third party provider. The supplier shall comply with these e-billing requirements at the latest on the implementation date given by purchasing party. Therefore, the supplier will separately conclude a corresponding agreement with this third party provider.

10 Payment, Awarding of claims

- 10.1 Unless it has been otherwise agreed in writing, payment of the invoice shall be done by bank, after 60 days. The payment deadline begins after delivery and/or acceptance of the goods and/or services, and/or installation by the supplier including the agreed documentation, and after receipt of a proper invoice complying with paragraph 9 of these conditions. The invoice will be sent to the

purchasing party no later than 1 year after delivery and/or acceptance.

- 10.2 Payment by the purchasing party in no way whatsoever implies relinquishment of his rights by law.
- 10.3 A claim for payment submitted by the supplier to the purchasing party is valid only if the supplier advises the purchasing party hereof, stating:
- Purchase order number,
 - Name, address and account number of the creditor account,
 - Amount of claim due per purchase order,
 - Date of commencement of payment allocation,
 - Other information (type and extent of partial claims, allocation of future claims, etc.)
- 10.4 The purchasing party has the right to defer payment completely or partially if he discovers a defect in the items and any installation/assembly thereof or the delivered goods and/or services.
- 10.5 The purchasing party has the right to reduce the amount of the invoice by sums the supplier owes to the purchasing party.
- 10.6 If no security is provided for the repair of faults and the supplier is declared in a state of bankruptcy or similar, as stated in paragraph 16 under b of these conditions, the purchasing party is entitled to retain a sum corresponding to three per cent of the net sum of the invoice resulting from the order, serving as security for the supplier's obligations being complied with.

11 Guarantee terms, Claims based on defects, Legal limits

- 11.1 All goods and/or services provided by the supplier must meet the latest or generally accepted technological standard(s). The supplier guarantees that the products and services supplied by him are in compliance with the most recent requirements in terms of quality, safety, health, well-being and the environment. If the purchasing party requests it, the supplier shall, without charging costs for this, ensure that the relevant certification is provided. The supplier guarantees that the goods and/or services supplied fulfill the agreement in all aspects and are in every way compliant with the applicable legal prescriptions of European and national governments and sector organisations as well as meeting foreign government prescriptions if the supplier can reasonably be expected to [potentially] be aware that the goods and/or services to be provided are (in part) intended for use abroad.
- 11.2 The supplier and his employees and likewise any third parties involved by him are bound to observe legal specifications in the areas of safety, health, well-being and environment.. Also any company specifications and regulations in the areas named in this paragraph should be followed. A copy of these specifications and regulations is available on request immediately and free of cost to the supplier.
- 11.3 If any delivered item/service exhibits faults, whether or not concealed, the purchasing party is entitled to make a claim on guarantee on the basis of these defects.

11.4 Defective goods may be returned at the expense and at the risk of the supplier.

11.5 If the supplier has not deliberately concealed the defect, the supplier shall guarantee the effectiveness of the goods for a minimum period of two years from delivery/acceptance resp. installation. At the choice of the purchasing party the supplier shall replace, repair or compensate for the goods and/or services within a reasonable deadline, but at the most one month.

11.6 The supplier shall hold an effective system to identify and eliminate potential risks to the environment and improve when necessary. The supplier shall comply with all legal requirements for notifying and reporting undesirable incidents and accidents relating the environment. All serious incidents and accidents must be reported by the supplier to the purchasing party as soon as possible. Reporting to the purchasing party must be followed up with a completed accident report as soon as the situation is under control and/or clarified. All Incidents and Accidents shall be followed up and serious accidents must be investigated. The supplier supports the environmental targets and policies of the purchasing party through the products and services as provided (eg, by providing relevant information on climate and environmental performance and to take notice of local policies and regulations on sites). In this regard, the supplier takes appropriate account of its own environmental aspects in its operation. The supplier shall have a sustainable plan and controllable targets for reduction of emission of pollutants to the environment.

12 Liability

12.1 The supplier is liable for all damage, which may arise in conjunction with the execution of the obligations resulting from the contract.

12.2 The supplier indemnifies the purchasing party against all financial consequences of claims by third parties associated in any way with the execution of his obligations resulting from the contract.

12.3 The purchasing party has the right to request the supplier to take out insurance to cover the risks, as named above. The supplier has a duty on first request by the purchasing party to allow access to the policy serving thereto. The supplier shall take out adequate insurance to cover the liabilities arising from this agreement. The supplier has a duty to the first request of DPDHL access to provide all relevant policy or policies.

13 Industrial and Intellectual Title

The supplier ensures that all goods/services provided are free from industrial or intellectual claims of third parties or that the necessary licenses have been obtained. At the first request, the supplier shall indemnify the purchasing party with regard to all claims of third parties and shall bear all costs for the breach of industrial or intellectual property, insofar as the breach is not attributable to the purchasing party on the grounds of gross negligence or intentional breach.

14 Place of performance

The place of performance is the place of receipt (delivery address) of the goods or the place where the services are supplied.

15 Force majeure

15.1 Force majeure is understood as any circumstance independent of the will of the parties or unforeseen, including war, revolution, insurrection, flood or any other cause coming from outside, which the party claiming force majeure could not have prevented and the consequences of which he could not have avoided, whereby complying with the contract can no longer reasonably be expected by the other party. Strikes at the companies of the purchasing party and/or the supplier are not regarded as force majeure.

15.2 The supplier can never lay claim to force majeure in the case of delay or poor performance by his suppliers or intent, fault or gross negligence by the supplier or his personnel or representatives.

15.3 The party believing it has the right to claim deferment or annulment of the contract on the basis of force majeure must report this immediately to the other party.

15.4 If, in the opinion of the purchasing party, the force majeure is of a temporary nature, the purchasing party is entitled to defer compliance with the contract until the circumstance causing the force majeure no longer exists.

15.5 If, in the opinion of the purchasing party, the situation of force majeure is of a permanent nature, the purchasing party is entitled to annul the contract, without the parties being able to make any claim against one another.

16 Duration and Dissolution

16.1 An agreement for an indefinite period of time can be terminated by either party at any time subject to the respect of a period of notice of at least one month indicated to the other party in writing.

An agreement for a specific period of time lawfully terminates on the ending date, without the possibility of a tacit extension. Any continuation shall be regarded as being for an indefinite period and shall be terminable subject to the respect of a period of notice of at least one month.

16.2 Regardless of their other rights, the purchasing party is entitled, without notice of default or the intervention of the courts, to dissolve the agreement in part or in full if:

- a) The supplier, or if applicable, his subcontractor, for the purposes of compliance with the agreement, employs persons who are not in possession of a work permit insofar as this is made mandatory by the government .
- b) The supplier is declared bankrupt, potentially loses the required licenses, is required to cede property, submits a request for suspension of

payment or his property is seized in part or in full.

- c) The supplier's financial situation indicates to have been substantially deteriorated as evidenced by fruitless enforcement measures of creditors, cancellation of financing by lending bank, request for debt waiver or subordination of debt to equity term financing.
 - d) The supplier sells his company or a significant portion of it, whereby in the assessment of the purchasing party, the fulfillment of the commitments may be jeopardised.
 - e) The supplier is offered or shall be offered any material or immaterial personal advantage, with a monetary value of over 50 Euros, or provides this to a person who forms part of the purchasing party's company or one of its subsidiaries or representatives or the supplier or his legal representative, employee or vicarious agent commits a significant misconduct against the supplier code of conduct provisions in the end of this document.
 - f) A business relationship is created between the supplier and a direct competitor of one of the organisations that belong to the DPDHL group, whereby continuation of the agreement can no longer be reasonably expected of the purchasing party.
 - g) Death of a shareholder with a majority stake in the supplier's company or after the death of a director of the supplying company.
- 16.3 Regardless of their further rights, all parties are entitled, without notice of default or intervention of the courts, to dissolve the agreement in part or in full if the other party fails to meet its contractual obligations and fails to remedy this situation within a period of 15 days after receipt of a written notice of default.

17 Confidentiality

- 17.1 The supplier is prohibited from taking materials, records and documentation and other information supports containing data and/or information, subject to written authorisation from the purchasing party. If an agreement, which may or may not have been made in the interim, is terminated or dissolved, the supplier shall ensure that all materials, records and documentation and other information supports containing data and/or information obtained from the purchasing party shall be returned immediately to the purchasing party. Furthermore, the supplier shall see to it that his employees and subcontractors comply with this obligation.
- 17.2 The supplier is required to maintain confidentiality regarding the internal processes and facilities of the purchasing party, insofar as this is not self-evident. Furthermore, this confidentiality shall be applicable to all documents and other information that the supplier has received, or of which he has become aware, in particular, but not limited to, information regarding prices/tariffs. Furthermore, the supplier

shall see to it that his employees and subcontractors comply with this obligation. This confidentiality obligation remains in effect, even after the termination of this agreement.

- 17.3 If the supplier violates this confidentiality obligation, the purchasing party is entitled to dissolve the agreement and/or make claims without further notification, specifically claims regarding damages.
- 17.4 The contractual parties have agreed that personal data may be stored and processed by the parties, insofar as this is not in violation of any legal stipulations. However, personal data may never be provided to third parties, subject to written authorisation in advance.

18 Usage of names and references

- 18.1 The supplier shall not communicate, directly or indirectly to third parties, that any product or service provided by the supplier to the purchasing party has been approved or endorsed by the purchasing party, nor shall the supplier mention the purchasing party and/or its employees as a reference party to third parties, without prior written consent of the purchasing party on forfeiture of a penalty of € 100.000,- per occurrence.
- 18.2 The supplier shall not communicate, or include in a list of supplier's customers, any name, trade name, trademark or symbol of the purchasing party without the prior written consent of the purchasing party on forfeiture of a penalty of € 100.000,- per occurrence.

19 Other conditions

- 19.1 Agreements shall be drawn up in the language c.q. one of the official languages of the country in which the purchasing party is established. In the event that a translation is made of an agreement, only the original version has validity.
- 19.2 The purchasing party has the right to modify or supplement these conditions. Modifications and additions shall take effect 30 days after notification or on a further specified date by means of a written announcement or an announcement on the purchasing party's webpage.
- If the supplier does not wish to accept a modification to the conditions described above, the supplier has the right to terminate the agreement in writing effective on the date on which the modification would come into effect. In this case, the notification of the termination must be received by the purchasing party prior to the date that the modification takes effect.
- 19.3 With regard to all agreements and legal relations, the courts of the country in which the registered office of the purchasing party is located have sole jurisdiction. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 19.4 The agreements made remain effective in the event that one or more stipulations of the agreement becomes invalid. In that case, the parties shall arrive

at an arrangement through mutual consultation that reflects the spirit of the agreement, to the extent possible within the economic and legal limitations.

- 19.5 Disputes between the parties, including those which are regarded as disputes by only one of the parties, shall be resolved amicably whenever possible.
- 19.6 Disputes shall be adjudicated by the competent courts in the district in which the purchasing party's company is located.

20 Closing down sites /locations

DPDHL Finland will give Supplier at least three months' notice in case of closing down one or more sites/locations (entirely or partially), in which case Supplier will terminate or adjust the provision of services per closing date in accordance with DPDHL Finland's wishes.

Agreements concerning the aids used at the relevant DPDHL Finland sites /locations for which DPDHL Finland is indebted to pay rent, lease price or any other compensation to Supplier will be terminated per closing date, without DPDHL Finland being obliged to buy off remaining terms, to reimburse already received payments or to pay any other form of compensation of damages.

Additional conditions of work/service to be performed

21 Applicability

- 21.1 These supplementary conditions are applicable to all requests, offers and agreements related to carrying out activities/services by the supplier.
- 21.2 In addition to these supplementary conditions, the aforementioned articles from these general conditions of purchase are applicable to the aforementioned requests, offers and agreements, unless a derogation is included in the supplementary conditions or is otherwise explicitly stated or is required by virtue of the nature of the articles.
- 21.3 For the application of these conditions, the personnel of the supplier shall be understood as including third parties who are engaged by the supplier for the execution of the agreement(s).

22 Execution of activities/services

- 22.1 The activities/services must be carried out in compliance with the requirements specified in the assignment and in compliance with the rules of good craftsmanship, without any additional costs of any nature whatsoever, and at the agreed-upon time, in the agreed-upon quantities and quality for the agreed-upon price.
- 22.2 The supplier and his personnel shall ensure that any working instructions and/or guidelines provided by or on behalf of the purchasing party shall be respected
- 22.3 The supplier and his personnel are under no circumstances authorised to act as representative or delegate of the purchasing party.

- 22.4 If the purchasing party wishes, the supplier shall provide in writing the relevant personal details and qualifications (and any changes in these) of the personnel who are or shall be engaged in the context of carrying out the activities/services.

23 Not in use

24 Availability of the supplier

- 24.1 The supplier is authorised to replace the personnel engaged if the purchasing party has provided written authorisation to the supplier in advance. However, the purchasing party may reject the replacement.
- 24.2 The time it takes to train a replacement shall be at the expense of the supplier. The duration of the training time shall be established in advance. Whenever possible, the personnel to be replaced shall overlap with the replacement for training purposes.
- 24.3 In the event of illness, occupational disability, dismissal and/or absence of the supplier and/or his personnel, the supplier shall immediately inform the purchasing party of this, and the purchasing party and supplier shall consult one another in order to determine whether a replacement is required and the way in which and time at which this potential replacement is to continue the activities/services.

25 Accounting for hours by the supplier

In order to document the hours worked by himself and/or by personnel engaged by him, with regard to the activities/services to be carried out, according to the wishes of the purchasing party, the supplier shall make use of a timesheet, pay sheet or another verification method and shall, at the request of the purchasing party, disclose this in a manner indicated by the purchasing party.

26 Taxes and social security premiums

- 26.1 The supplier is and remains responsible and liable for compliance with the obligations stemming from the taxation and social insurance laws applicable to him by virtue of an agreement or incumbent upon third-party persons (legal entities) whom he has engaged. The supplier shall indemnify the purchasing party against any claims of this nature. The purchasing party may at all times request proof from the supplier that all obligations have been met.
- 26.2 The supplier who is self-employed and has no personnel, must, insofar as legally required, be in possession of a valid Declaration of Employment Status or a Declaration of Independent Contractor Status or Declaration of Contractor Status with a Director with a Majority Investment and must provide a copy of this declaration as well as a copy of a national identity card to the purchasing party.
- 26.3 At the request of the purchasing party, the supplier must include with the invoices, in addition to the data referred to in article 9, a timesheet indicating which persons, where, on which days and for how many hours per day, have been deployed for the

activities/services as well as copies of the passports/identity cards of these persons. The identification details must include the name, date of birth and insofar as required the applicable personal identification number. Furthermore, the supplier must declare that the persons listed have, for the period in which the activities/services are carried out, been employed as salaried subcontractors and must list each payment in the payroll administration.

- 26.4 Failure to pay or late payment, withholding or transfer of income or turnover tax, premiums for social insurance or premiums for employee insurance constitutes valid grounds for the purchasing party to dissolve this agreement with immediate effect and without the intervention of the courts or notice of default.
- 26.5 Regardless of the stipulations in the previous sections, the purchasing party is authorised at all times to request that the supplier open a Blocked Account or the equivalent to this under the valid law at the time, so that the purchasing party may withhold the premiums and taxes referred to above from the agreed-upon tariffs and compensation and can deposit these amounts onto this Blocked Account for the purpose of payments to the tax authorities. In addition, the purchasing party is authorised at all times to withhold the premiums and taxes referred to in the above sections from the agreed-upon tariffs and compensations and to deposit these amounts directly into the account of the tax authorities.
- 26.6 If the supplier engages third parties for the execution of the agreement established subject to these conditions and in compliance with the stipulations of article 23, the supplier is required to impose the obligations on the third parties as described in article 27.

27 Reliability of the supplier

- 27.1 At the request of the purchasing party, the supplier and personnel that may be deployed by him must grant full cooperation with a reliability screening.
- 27.2 The supplier shall ensure that personnel involved in the execution of an agreement are reliable in every regard. In the event of theft or embezzlement, swindling, harassment, aggression, destruction, discrimination, sexual harassment or alcohol and/or drug abuse and other reprehensible behaviour on the part of the supplier and/or his personnel, the purchasing party is entitled, without further notification, to dissolve the agreement and/or file claims, specifically claims regarding damages.
- 27.3 The supplier shall, insofar as legally required, provide a list of all relevant personal details of the personnel engaged in the execution of an agreement.
- 27.4 At the request of the purchasing party, the supplier shall promptly provide a Certificate of Good Character from the municipality relevant to the execution of the activities/services by him and/or by personnel to be deployed by him. The costs for this shall be borne by the supplier. If this declaration is not provided, the supplier shall not be able to carry out any activities/services on behalf of the purchasing party.

27.5 The contract parties shall implement necessary measures to preclude misconduct against competition and cartel laws. If the supplier has been proven to have committed an illegal restraint of competition on occasion of the procurement proceeding or unconnected to the procurement proceeding but with regard to the relevant market the supplier shall pay to the purchasing party on demand the sum equal to 15 % of the contract value as liquidated damages. This does not apply if the contractor is not responsible for the violation. The right to prove that no damages or damages of different value occurred and the corresponding claims remain unaffected in any case.

27.6 If the supplier has been proven to have committed an illegal restraint of competition the supplier is responsible to hand over to the purchasing party copies of any communication to competition authorities, including annexes, regarding markets affected by the illegal restraints of competition, in particular any leniency applications and settlement agreements, each including annexes, to the extent permissible under applicable law. All such documents must be provided to the purchasing party without undue delay and at the latest within two weeks following the final and binding completion of an antitrust proceeding of the respective competition authority or the final and binding ruling of a court in subsequent juridical proceedings appealing the respective competition authority's decision.

28 Other condition(s)

If the purchasing party requests this, the supplier must ensure that the supplier, and his deployed personnel, shall refrain from working for competitors of the purchasing party for a period of six months after termination of the agreement.

DPDHL Group Supplier Code of Conduct

Deutsche Post DHL Group is the world's leading logistics and mail communications company. DPDHL Group operates under two brands: Deutsche Post is Europe's leading postal service provider. DHL is uniquely positioned in the world's growth markets, with a comprehensive range of international express, freight transportation, e-commerce and supply chain management services.

We are fully aware of the responsibility we bear towards our customers, shareholders, employees and the communities in which we work. Thus, we have given ourselves a strict set of ethical standards to guide us in our business dealings.

We expect all of our suppliers, i.e. all companies who do business with any company or division of DPDHL Group, to adhere to the same ethical standards. For this purpose, DPDHL Group has drawn up this Supplier Code of Conduct, which sets the minimum standards for doing business with any Group company or division.

Laws and Ethical Standards

The supplier shall comply with all laws applicable to its business. The supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practice. This especially applies to:

Human Rights and Fair Labor Practices**Child Labor**

The supplier shall not employ children under the legal age of employment in any country or local jurisdiction. If the minimum age of employment is not defined, it shall be 15 years. Workers under the age of 18 shall only perform work in accordance with legal requirements (e.g. with regards to working time and working conditions) and subject to any requirement regarding education or training.

Forced Labor

The supplier shall not use any form of forced, bonded or involuntary labor. All labor must be voluntary. Workers must be allowed to maintain control over their identification documents (e.g. passports, work permits or any other personal legal documents). The supplier shall ensure that workers do not pay fees or make any payment connected to obtaining employment throughout the hiring process and the employment period. The supplier shall be responsible for payment of all fees and expenses (e.g. licenses and levies) relating to workers, where legally required.

Punishment, mental and/or physical coercion are prohibited. Disciplinary policies and procedures shall be clearly defined and communicated to the workers.

Compensation and Working Hours

The supplier shall comply with all applicable national laws and mandatory industry standards regarding working hours, overtime, wages and benefits. The supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid.

Deductions from wages as a disciplinary measure shall not be allowed, if not legally permitted.

Freedom of Association and Collective Bargaining

The employees of the supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The supplier recognizes and respects the right to collectively bargain in accordance with applicable laws.

Diversity

The supplier shall promote an inclusive work environment that values the diversity of its employees. The supplier shall not discriminate or tolerate discrimination with respect to gender, race, religion, age, disability, sexual orientation, national

origin or any other characteristic protected under law.

Health & Safety

We expect our suppliers to strive to implement the standards of occupational health and safety at a high level by applying a health and safety management approach appropriate for the business.

The supplier shall comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health, in order to preserve the health of employees, safeguard third parties and prevent accidents, injuries and work-related illnesses. This includes regular workplace risk assessments and the implementation of adequate hazard control and precautionary measures. Employees are to be adequately educated and trained in health and safety issues.

Data Protection and Disclosure of Information

The supplier shall adhere to relevant data protection and security laws as well as to respective regulations, in particular with regard to personal data of customers, consumers, employees and shareholders. The supplier shall comply with all said requirements when personal data is collected, processed, transmitted or used.

Suppliers shall safeguard and make only appropriate use of confidential information. The supplier shall not disclose any information that is not known to the general public.

Bribery and Corruption

The supplier shall comply with all national and international anti-bribery regulations as well as applicable anti-corruption laws, regulations and standards. The supplier shall not (either directly or indirectly) offer or promise to provide anything of value to improperly influence an official act or to secure an improper advantage in order to obtain or retain business.

Trade Regulation

The supplier shall comply with all applicable trade and import regulations including sanctions and embargoes that apply to their activities.

Money Laundering & Financial Records

The supplier shall comply with applicable laws and regulations designed to combat money laundering activities. The supplier shall maintain financial records and reports according to international laws and regulations.

Fair Competition

The supplier shall comply with applicable competition and anti-trust laws.

Conflicts of Interest

A conflict of interest arises when an individual has a private/personal interest which could appear to influence their decisions. Such conflict of interest situations include a relationship by blood or marriage, partnership, business partnership or investment. The supplier shall disclose any actual or

potential conflict of interest with DPDHL Group personnel.

Environment

The supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.

We expect our business partners to strive to support DPDHL Group's climate protection goals through the products and services they deliver (e.g. by providing relevant data on climate protection). In this regard, we also expect our suppliers to take climate protection appropriately into account in their own operations, for example by setting climate protection goals for themselves and achieving them.

Business Continuity Planning

The supplier shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, software viruses, illness, pandemics, infectious diseases). This preparedness especially includes disaster plans to protect both employees as well as the environment as far as possible from the effects of possible disasters that arise within the domain of operations.

Business Partner Dialogue

The supplier shall encourage its own suppliers to adhere to this Supplier Code of Conduct as part of fulfilling their contractual obligations.

Compliance with the Supplier Code of Conduct

DPDHL Group reserves the right, upon reasonable notice, to check compliance with the requirements of the Supplier Code of Conduct. DPDHL Group encourages its suppliers to implement their own binding guidelines for ethical behavior.

Any breach of the obligations stipulated in this Supplier Code of Conduct is considered a material breach of contract by the supplier.