



GENERAL TERMS AND CONDITIONS OF PURCHASE OF LUFTHANSA GROUP

1. Scope and Form

1.1 These General Terms and Conditions of Purchase ("GCP") govern the basic legal relationship between the parties for all deliveries and services ordered from the Supplier. Parties to these GCP are (i) Supplier and Deutsche Lufthansa Aktiengesellschaft ("DLH") or (ii) Supplier and another company affiliated with DLH pursuant to Sections 15 et. seq. AktG ("Group Company"), provided that the respective Group Company refers to these GCP when concluding the contract with the Supplier. In the latter case, these GCP shall apply in the sense that the term DLH shall mean the respective Group Company.

1.2 Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only apply if and to the extent that DLH has expressly agreed to them in writing. Silence on the part of DLH shall not constitute any acceptance of such general terms and conditions of the Supplier even if DLH received them or if DLH accepts contractual services without reservation in knowledge of them.

1.3 When ordering certain services (e.g., IT services, construction and planning services) by DLH, additional terms and conditions shall apply. In the event of any conflict between these GCP and the additional terms, the provisions of the additional terms shall prevail.

1.4 Amendments and supplements to these GCP or the aforementioned additional terms, including in the individual orders, must be made in writing to be effective. An advanced electronic signature meets the requirement of written form. An advanced electronic signature exists if the electronic signature meets the following requirements:

- a. it is uniquely linked to the signatory;
- b. it is capable of identifying the signatory;
- c. it is created using electronic signature creation data that the signatory can, with a high level of confidence, use under his sole control; and
- d. it is linked to the data signed therewith in such a way that any subsequent change in the data is detectable.

The written form requirement does not apply to individual agreements made in individual cases (including any subsidiary agreements, supplements and amendments) with the Supplier.

1.5 Legally relevant declarations and notifications (e.g. setting of deadlines, reminders, withdrawal) should be submitted to DLH at least in text form.

2. Order and Order Acknowledgement

2.1 DLH may revoke its order at any time before receipt of the Supplier's written order acknowledgement. An order should be acknowledged within two (2) weeks of its receipt.

2.2 If the order acknowledgement deviates from the order, DLH shall only be bound to the order if DLH agrees to the deviation. Acceptance of deliveries or services as well as any payments by DLH shall not constitute any consent.

3. Delivery, Delivery Dates and Default

3.1 Any deliveries shall be made to the location specified by DLH.

3.2 Delivery dates and particulars of delivery times are binding. The receipt of the goods at the delivery address shall be decisive for compliance with the delivery date or delivery period. If the contractual service involves the



manufacture, erection or assembly of a work, the acceptance of the work shall be decisive. The Supplier shall notify DLH immediately of any delivery delays. Partial deliveries and early deliveries are only permitted with the prior consent of DLH.

- 3.3 In case of default of the Supplier, DLH shall be entitled to its full statutory rights. If the Supplier is in default with the contractually agreed delivery date, the Supplier shall be obliged to pay to DLH a contractual penalty in the amount of zero-point-two percent (0.2%) of the net order sum for each commenced working day by which the delivery date is culpably exceeded. However, the contractual penalty in total must not exceed five percent (5.0%) of the net order sum. The assertion of further damages by DLH is not excluded, the forfeited contractual penalty will be credited against further damages of DLH. DLH reserves the right to assert the contractual penalty until final payment.
- 3.4 In the case of services under a contract for work or under a contract for work and materials, the following shall additionally apply: DLH shall be entitled to inspect the material, the manufacturing process and the work involved in providing the contractual service during manufacture and until delivery of the ordered items. If the inspection is refused without compelling reason, DLH shall be entitled to withdraw from the respective contract with such Supplier. The inspection by DLH shall not release the Supplier from its responsibility for the punctual and defect-free delivery of the ordered work in accordance with the contract. If the delivered goods are rejected by DLH's incoming goods inspection and therefore cannot be accepted, it shall be deemed agreed that the Supplier shall collect or arrange for the collection of the rejected goods within five (5) working days of notification of the rejection. If the goods are not collected by the sixth (6th) working day at the latest, DLH shall commission a transport company to collect and store the goods at the Supplier's expense and risk.
- 3.5 In the case of services under a contract for work, the following shall additionally apply: The Supplier shall not be entitled to subcontract the execution of the respective contractual obligation in whole or in part to third parties without the prior consent of DLH. If the Supplier plans a corresponding subcontracting, the Supplier shall be obliged to notify his subcontractors to DLH and to have them approved by DLH.

- 3.6 The Supplier shall comply with the recognized rules of technology, applicable safety regulations, and relevant accident prevention, environmental protection, and occupational health and safety regulations in the performance of its deliveries and services. If these regulations are not observed, the order shall be deemed improperly fulfilled and DLH may assert any resulting damages against the Supplier.

4. Packaging and Transport

- 4.1 The Supplier shall be responsible for proper packaging, taking account of the shipment type concerned, and shall bear the respective burden of proof. Unless agreed otherwise, the Supplier shall, at its expense, take back the packaging and properly dispose of same. Place of performance for return of the packaging is the location the goods have been handed over to DLH.
- 4.2 Delivery notes shall be affixed to the outside of the packaging and shall contain the order number, the article description with part number, the delivery quantity and any remarks on partial deliveries. Deliveries consisting of several parts or packages shall be marked as belonging together.
- 4.3 Unless agreed otherwise, shipping and packaging costs shall be borne by the Supplier. In case of pricing ex works or ex warehouse of the Supplier, shipping shall be performed at the lowest cost, unless DLH has requested a specific mode of transport. Additional costs due to non-adherence to forwarding instructions shall be borne by the Supplier.
- 4.4 In case of pricing free recipient, DLH may determine the mode of transport. Additional costs for any accelerated transportation necessary to adhere to a delivery date confirmed by the Supplier shall be borne by the Supplier.
- 4.5 Transport of the goods to be delivered is at the Supplier's risk. The Supplier is free to arrange for insurance.

5. Transfer of Risk and Title

- 5.1 If the Supplier's contractual obligation involves the manufacture, installation or assembly of a work, the risk shall pass free of any encumbrances upon its acceptance; in the case of delivery of goods without installation or assembly, the risk shall pass free of any



encumbrances upon receipt at receiving point specified by DLH.

- 5.2 Upon delivery of the ordered goods respectively upon acceptance of the ordered work, DLH shall acquire direct ownership.

6. Copyright

- 6.1 The Supplier grants DLH exclusive, transferable, sublicensable, irrevocable rights of use, unlimited in time and territory, for all types of exploitation known at the time of the contract conclusion. The rights of use under sentence 1 are granted royalty-free. Sentence 1 shall apply accordingly to types of exploitation not yet known at the time of contract conclusion, provided the Parties have entered into an agreement in accordance with Section 31a (1) of the German Copyright Act (UrhG).
- 6.2 DLH shall have no obligation to indemnify or keep indemnified Supplier for any losses incurred or suffered by Supplier due to any actual or alleged infringement of any third-party intellectual property rights by DLH in connection with DLH's use of the licensed copyright, unless DLH is culpably responsible for such infringement.

7. Notice of Defects

- 7.1 DLH will inspect the delivered goods without delay for apparent defects after delivery by the Supplier, as far as this is feasible in the ordinary course of business. This obligation to inspect is limited to defects which become apparent during the incoming goods inspection on external examination including reviewing the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognisable during the quality control by sampling. As far as an acceptance has been agreed, there is no obligation to inspect. DLH shall immediately notify the Supplier of such defects of the delivery in text form (by email, fax, letter). If a defect becomes apparent later, DLH will notify the Supplier of this defect without delay after discovery. In this respect the Supplier waives the objection of delayed notification of defects.
- 7.2 The issuing of receipts and any payments made by DLH do not constitute a waiver of possible claims or rights. In particular, all warranty claims remain unaffected.

8. Prices, Payments and Offset

- 8.1 The prices stated in the respective orders are without value-added tax. They are fixed prices and exclude subsequent claims. Any additional or deviating deliveries or services will only be remunerated if a respective written supplementary agreement was concluded in advance.
- 8.2 The content of an invoice must comply with the applicable legal requirements. For each order, a separate invoice shall be issued. The invoice currency must comply with the order currency. The structure of the invoices must mirror the structure of the order. The invoices must contain the order number and the order date as reference. The invoice items must contain the order item numbers as a reference, the service description and the quantity specification with unit and item price. Where, in an exceptional case, no order exists, at least the department and the name of the ordering employee at DLH must be stated; invoicing in such a case is in Euros. In the event of non-compliance, DLH reserves the right to reject the invoice.
- 8.3 There are five (5) methods for invoicing (via email, in paper form, through an invoicing portal with PO-Flip, via an EDI interface, and via SIS), of which only one is used depending on availability at DLH or the Group Company.
- The following applies to invoicing via email: Invoices must be sent to the email address for invoices specified in the respective order. Further information can be found in the respective order and on our information page for suppliers available at <https://www.lufthansagroup.com/en/suppliers.html>, under "Invoice Processing & Formal Requirements".
 - The following applies to invoicing in paper form: Invoices must be sent to the invoice address stated in the respective order. Further information can be found in the respective order and on our information page for suppliers available at <https://www.lufthansagroup.com/en/suppliers.html>, under "Invoice Processing & Formal Requirements").
 - The following applies to the other invoicing methods: Information and notes on the other invoicing methods (through an invoicing portal with PO-Flip, via an EDI interface, and via SIS) can be



found on our information page for suppliers available at <https://www.lufthansagroup.com/en/suppliers.html>, under "Invoice Processing & Formal Requirements".

- 8.4 The following applies to invoicing: Payments are to be made after fourteen (14) days with deduction of three percent (3%) discount or after thirty (30) days without deduction. These periods commence as soon as the work or service has been completed and the properly issued invoice has been received by DLH. Deduction of a discount is also permissible if DLH offsets or withholds payments in an adequate amount due to defects. In this case the periods commence after complete remedying of the defects.
- 8.5 Invoicing shall in principle take place after performance and acceptance or approval of the delivery by DLH.
- 8.6 In case of a partial delivery approved by DLH, the invoice shall contain a corresponding note.
- 8.7 Any agreed down payments and services to be charged against down payments shall be marked accordingly in the invoice.
- 8.8 The Supplier may only offset claims against DLH or assert a right of retention based on claims that are undisputed or have been legally established.

9. Warranty

- 9.1 Unless otherwise agreed, the statutory warranty provisions shall apply with the following specifications: The warranty period shall commence with the passing of risk (delivery or acceptance). If the deliveries of the Supplier represent supplies for services provided by DLH to third parties, the warranty period begins with the delivery to or acceptance by the third party. In this case, the warranty period ends at the latest thirty-six (36) months after delivery to or acceptance by DLH.
- 9.2 The warranty period shall be extended by the time during which the defective delivery or service cannot be used as intended due to the defect.
- 9.3 If under warranty there is a right to choose between different forms of supplementary performance, DLH shall have this right to choose.

10. Integrity

The Supplier undertakes to heed the provisions of statute on combating corruption. Specifically, the Supplier gives an assurance that it shall refrain from offering, promising or granting DLH's employees or persons close to them inadmissible advantages. The same ban applies to the Supplier's employees, vicarious agents and other third parties who act on the Supplier's instructions.

11. Human rights and environment- related obligations pursuant to the UN Global Compact and the Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz – "Supply Chain Act"), ILO basic principles

- 11.1 The Supplier undertakes to comply with the ten principles of the UN Global Compact, the five basic principles of the International Labor Organization (ILO) and the following precepts and prohibitions: prohibition of child labor; prohibition of forced labor and all forms of slavery, exploitation, humiliation and abuse; prohibition of disregard for occupational safety and health and protection from work-related health hazards; disregard for freedom of association and the right to collective bargaining; prohibition of unequal treatment in employment; prohibition of the withholding of an adequate living wage; prohibition of the destruction of natural resources through environmental pollution; prohibition of unlawful infringement of land rights; prohibition of the commission or use of private or public security forces which, due to a lack of instruction or control, may lead to harm to life and limb; prohibition of any act or omission in breach of duty to act that goes beyond the foregoing and which is directly likely to impair, in a particularly serious manner, a protected legal position within the meaning of section 2 paragraph 2 of the Supply Chain Act and the unlawfulness of which is obvious upon reasonable assessment of all the circumstances in question; prohibition of the production, use and/or disposal of mercury pursuant to the Minamata Convention; prohibition of the production and/or use of substances within the scope of the Stockholm Convention (persistent organic pollutants - POPs) as well as the non-environmentally sound handling of wastes containing POPs; prohibition of the import or export of hazardous wastes within the meaning of the Basel Convention.



- 11.2 The Supplier undertakes to provide human rights or environment-related training for employees who are responsible for minimizing or exposed to relevant risks. DLH may require the Supplier to provide evidence of the performance of and participation in relevant training courses or to ensure that the relevant employees of the Supplier participate in any relevant training courses offered by DLH.
- 11.3 If DLH requests information from the Supplier in context of its risk analysis to be carried out under the Supply Chain Act to identify or assess human rights or environment-related risks, the Supplier shall provide DLH adequately with the required information to the extent permitted by applicable law or contractual obligations. The Supplier agrees that for the purposes of its risk analysis, DLH transfers relevant information on the contractual relationship with the Supplier to a third party specialized on risk analysis that processes the information on behalf of DLH.
- 11.4 If the Supplier discovers or otherwise becomes aware of a potential violation of human rights or environment-related obligations in its own business operations in relation to the provision of services to DLH, it shall be obliged to inform DLH thereof and the measures it has taken consequently.
- 11.5 The Supplier shall cooperate with DLH and support DLH with best efforts to implement the measures required by the Supply Chain Act with a view to terminating, preventing, and minimizing human rights and environment-related risks and violations, particularly the implementation of required preventive and remedial measures.
- 11.6 The Supplier undertakes, upon DLH's request, to inform its employees about the possibility of using DLH's complaint procedure. Information about the complaint procedure as well as access to it are available at <https://www.lufthansagroup.com/en/suppliers.html>, under "Whistleblowing System".
- 11.7 Once a year or occasion-related, DLH is entitled to conduct an audit on the Supplier's business and industrial premises and within its business operations to identify and assess human rights and environment-related risks or violations and to assess and determine whether the Supplier complies with its obligations pursuant to this Section 11 ("Audit"). DLH may mandate a third party, which is bound to professional objectivity

and secrecy, to conduct the Audit during the Supplier's regular business hours. DLH shall notify the Supplier of the Audit with a prior two-weeks' written notice. The Supplier is entitled to take appropriate measures to protect its business secrets and personal data, particularly customer data. The Supplier bears the cost of the Audit unless it demonstrates that no human rights or environment-related risk or violation and no violation of human rights or environment-related due diligence obligations exist.

The Supplier assures to comply with the expectations of the Lufthansa Group as expressed in its Supplier Code of Conduct available at <https://www.lufthansagroup.com/en/suppliers.html>, under "Supplier Code of Conduct".

- 11.8 The Supplier further undertakes to use best efforts to pass on the obligations pursuant to this Section 11 to its direct suppliers in an obligatory manner.
- 11.9 If DLH notices that the Supplier is in breach of any of the obligations set forth in Sections 9.2 to 11.8, DLH reserves the right to temporarily suspend the contract concluded with such Supplier or - if necessary, also extraordinarily - to terminate it for good cause.
- 11.10 Reservation to change: The obligations to be complied with by the Supplier pursuant to this Section 11 may be adjusted at any time depending on the results of the risk analysis continuously conducted by DLH. The Supplier will be informed by DLH one (1) month prior to the entry into force of any adjustment and has the option to object to this within two (2) weeks from the date of knowledge, of which DLH will again inform the supplier separately in each individual case.

12. Liability

The Supplier shall be liable in accordance with the statutory provisions. In particular, the Supplier shall be liable for any damage, including consequential damage, incurred by DLH as a result of a non-conforming delivery or service of the Supplier, unless the Supplier proves that it is not responsible for the breach of duty underlying the damage.

13. Third Party Rights

- 13.1 The Supplier shall be liable for ensuring that its work or services do not infringe any third party rights, unless the Supplier is not responsible for the infringement.



- 13.2 In the event of an infringement pursuant to Section 13.1, the Supplier shall indemnify DLH upon first written request against all liabilities arising from the fact that a work or service is encumbered with alleged rights of third parties, in particular with intellectual property rights. The same shall apply in the case of foreign intellectual property rights which the Supplier was aware of or was not aware of due to gross negligence.
- 13.3 DLH will inform the Supplier without delay of the assertion of such infringement claims against DLH. The Supplier shall support DLH in the defence of such claims and shall bear the costs incurred, in particular litigation and lawyer's fees in the statutory amount. To the extent that defence measures are legally reserved to DLH, DLH shall be entitled to an advance payment of the estimated defence costs in the statutory amount.
- 13.4 If the use of the services performed by the Supplier is prohibited by a court decision or if, in the opinion of one party, a lawsuit for infringement of any intellectual property is imminent, the Supplier shall take remedial action. Such remedial action may consist in the Supplier (i) obtaining the disputed intellectual property for DLH or (ii) amending or re-performing its contractual services in a manner that no longer infringes the intellectual property, provided that the functionality of the service remains unaffected. If a remedial action is not taken or is unsuccessful, DLH is entitled to a withdrawal or termination.

14. Data Protection

- 14.1 Regarding the provided personal data, the GDPR and other relevant legal provisions apply.
- 14.2 If applicable laws or operational regulations of DLH require additional protective measures, the Supplier will ensure their implementation to the necessary extent.
- 14.3 If personal data is processed or used on behalf of or under joint responsibility of another party, DLH and Supplier will promptly conclude an appropriate agreement in accordance with the legal provisions.

15. Confidentiality

- 15.1 Any contractual and personal data (irrespective of whether in writing, oral or in any other form) is subject to confidentiality even if the data is not marked as such. The Supplier shall treat such data strictly confidential

unless it is already in the public domain or expressly intended for publication or it is later lawfully obtained from third parties. Furthermore, the confidentiality obligation shall not apply if and to the extent that the Supplier is obliged to disclose information by law or by an enforceable order of a court or authority. To the extent permitted by law, in this case the Supplier is obliged to inform DLH immediately in advance in writing of the statutory or official or judicial obligation and to take all commercially reasonable steps to minimise the extent of the disclosure. Any disclosure of confidential data to third parties shall require the prior written consent of DLH. DLH is entitled to disclose confidential data to companies affiliated with it as defined by Section 15 et seqq. of the German Companies Act ("Aktiengesetz" - "AktG").

- 15.2 The Supplier shall keep confidential any data that has become known to Supplier, even after the end of contractual relationship with DLH. The Supplier shall return to DLH or – at DLH's request – destroy any data and records after the Parties' contractual relationship has ended.

16. Aviation Security, Costs, Access

- 16.1 For each employee deployed by the Supplier to perform services, a background check must be carried out in accordance with the applicable legal provisions (in particular Section 7 para. 1 no. 1, Sections 8 and 9 German Aviation Security Act (LuftSiG)) or official requirements. The responsibility for conducting the background check lies with the Supplier. Required passes (e.g., airport ID cards) must be applied for by the Supplier in a timely manner, and any associated costs shall be borne by the Supplier. The necessary forms will be provided by DLH or the respective airport authority. In the event of a change in employees deployed by the Supplier, this regulation shall apply accordingly.
- 16.2 The Supplier, its employees, and its subcontractors are obligated or must be contractually obligated by the Supplier, as the case may be, to comply with the Regulations for external companies regarding occupational safety of employees (available at: <https://www.lufthansagroup.com/en/suppliers.html>, under "Regulations for external companies regarding occupational safety of employees") applicable on Lufthansa premises as well as with all other general



accident prevention regulations and occupational safety provisions.

- 16.3 The Supplier shall be liable for all damages resulting from non-compliance with these regulations, unless the Supplier is not responsible for the breach.

17. Plans, Records, Drawings

All plans, drawings and other records provided by DLH to the Supplier shall remain DLH's property. They shall be promptly returned once the order is completed or the contractual relationship terminated.

18. Naming as Reference

The Supplier may only advertise its business relationship with DLH with DLH's prior consent.

19. Assignment

Except for monetary claims, the Supplier may not assign its contractual claims against DLH to third parties or have them collected by third parties.

20. IT-Security

DLH is particularly concerned about the security of its information, its IT infrastructure and IT systems and expects the Supplier to comply with requirements from industry standards regarding information security (e.g. the ISO/IEC 27001 international standard).

21. Intercompany Offsets

DLH shall be entitled to offset any claims of the Supplier, whether due or not yet due, against DLH or against a Group Company, with its own claims or with claims of a Group Company. A list of Group Companies, in particular including Lufthansa Technik AG, Lufthansa Cargo AG and Lufthansa Systems AG, will be provided upon request.

22. Group Clause

- 22.1 If a Group Company concludes its own contracts with the Supplier and/or places its own orders based on the provisions of these GCP and/or any orders placed by DLH, the Supplier shall offer the respective Group Company the same prices and conditions to which DLH is entitled at that time.

- 22.2 If a Group Company requests other rights and/or conditions, the Supplier and the respective Group Company shall use their best efforts to establish rights and conditions comparable to those to which DLH is entitled at that time.

23. Applicable Law and Jurisdiction

- 23.1 These GCP and the orders concluded hereunder between the Supplier and DLH are subject to German law without recourse to the German conflict-of-law rules. The UN Convention on the International Sale of Goods (CISG) shall not apply. The contract language is German. If other languages are used, the German wording shall prevail.
- 23.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with these GCP and the orders concluded hereunder is Frankfurt am Main, Germany.

24. Severability

Should any provision of these GCP be partially or entirely invalid or unenforceable or contain a gap, all other provisions shall remain unaffected. In this case, the invalid provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic and legal purpose of the invalid provision. The same applies to the closing of a gap in the GCP.