

General Terms and Conditions of Purchase for Avanade Deutschland GmbH

§1 Scope

- (1) The following provisions apply for Avanade Deutschland GmbH, hereinafter known as "Avanade."
- (2) The following provisions, to the exclusion of potential general terms and conditions of the contractor (hereinafter "Supplier"), are considered part of all purchase, labor, and materials contracts as well as other service contracts. Conflicting terms and conditions of the Supplier shall not be binding for Avanade even if Avanade does not explicitly object to these. This applies even if the Supplier explicitly emphasizes that it wishes to provide services only under its own conditions.

§2 Orders

- (1) Avanade is entitled to accept the Supplier's offers by way of a written order, by faxed orders or by email. Orders shall only be binding for Avanade if they are made in writing or confirmed in writing after being made verbally.
- (2) The type and scope of services to be provided by the Supplier shall be based on the contract. Goods to be delivered in this context, regardless of any further provisions in the contract and/or any technical specifications, must have at least the functionalities named in the Supplier's brochures and product descriptions and must correspond to the latest state of the art. The Supplier hereby agrees to provide its goods and services according to the latest accepted rules of engineering and to fulfill the safety regulations as well as the agreed technical data.
- (3) If confirmation for an order from Avanade is not received immediately – at least within 14 days after its receipt – Avanade is entitled to cancel the order free of charge.

§3 Delivery

- (1) Avanade reserves the right to determine the shipping route and type of shipping as well as the mode of transport and type of packaging.
- (2) Where a dispatch obligation has been agreed, the Supplier must engage a reliable freight forwarder to ship the goods.
- (3) For materials that require special treatment in terms of packaging, transport, storage, handling or waste disposal due to laws, ordinances, other provisions or because of their composition and their impact on the environment, the Supplier shall provide a completed safety data sheet and the applicable accident leaflet together with its offer to Avanade.
- (4) Goods not delivered in compliance with the contract shall be returned at the Supplier's expense and risk. If deliveries are repeatedly not provided according to the contract, Avanade is entitled to withdraw from the contract.
- (5) Agreed delivery deadlines are binding and shall apply for the contractually agreed destination. In the event of a delay in service for which the Supplier is responsible, the Supplier shall be considered in default without the need for a warning. Avanade is entitled to assess a contractual penalty of 0.3%, but limited to a maximum total of 10% of the net order value, per business day of the delay, unless the Supplier can prove that no damage or lesser damage occurred. The right to assert other claims remains unaffected hereby. For contracts worth up to EUR 1,000, Avanade can waive the contractual penalty.

§4 Warranty

- (1) Avanade shall grant a 2-week grace period to rectify defects after handover of the items in the case of obvious defects, and 2 weeks after discovery of the defect in other cases. Hidden defects shall entitle Avanade to request compensation for useless expenditures. In urgent cases, Avanade is entitled to have the defects rectified at the Supplier's expense or, where this is not possible, to obtain items from another supplier at the Supplier's expense.
- (2) If the warranty period is not agreed separately, it shall be 12 months unless a longer warranty period is required by law.
- (3) The Supplier guarantees that the delivered products are free from all defects and faults, mechanical defects, and errors in manufacturing.
- (4) Defective goods can be returned at the contractor's expense and risk.
- (5) Avanade reserves the right to request rectification of the delivered products within the scope of the warranty.

§5 Place of fulfillment

The place of fulfillment is the place of receipt (delivery address) and/or the place of performance.

§6 Payment conditions

Delivery is provided exclusively upon receipt of an invoice. Payments shall be made within 60 days of receipt of the invoice by Avanade. In the event that an invoice is issued before the agreed delivery date due to an early delivery and acceptance, the agreed delivery date is considered the invoice date, and the invoice is considered to have been received after the subsequent 3 business days.

§7 Confidentiality

(1) The Supplier shall keep confidential all trade and business secrets as well as other information, documents and data carriers from Avanade that it is given or obtains from or in conjunction with the order fulfillment, particularly Avanade's methods, and shall not use these for its own or third parties' purposes; these shall be used only for legal order fulfillment in the context of the respective order. The Supplier shall also require corresponding confidentiality from any employees it engages to fulfill its duty as well as any third parties it involves.

(2) The duty to handle information confidentially does not, however, apply to information that is already publicly known or becomes publicly known without any action by the Supplier obligated to protect confidentiality. Any further statutory confidentiality duties shall remain unaffected.

(3) This confidentiality duty shall remain in effect even after the contract ends.

(4) The Supplier shall observe the relevant provisions on data protection and on the protection of professional and banking confidentiality, and shall only engage employees to perform services who have been obligated accordingly.

§8 Infringement of property rights

The Supplier shall ensure that no third-party patents or other property rights are infringed, either domestically or abroad, through its products or services, through the use of its products or services by Avanade, or by the products or services themselves. If the Supplier nonetheless infringes property rights, it shall change the delivery in such a way – chosen at Avanade's discretion – that it can be used by Avanade according to the contract without infringing third-party rights, or else shall indemnify Avanade from all possible third-party claims in this regard.

§9 Packaging

(1) The chosen packaging shall be as environmentally friendly as possible. It must be easy to remove and dispose of.

(2) The take-back obligation for the packaging is based on the corresponding statutory provisions. The place of performance for the contractor's take-back obligation is the place where the goods are handed over.

(3) The use of disposable pallets is not permissible.

(4) Regardless of the shipping conditions that apply to the transport, the packaging shall be designed such

that any stresses occurring during transport do not damage the delivery material. Shock absorption must be provided for a fall of about 1.0 meters.

The chosen packaging materials must ensure that the shipping containers can be stacked for the sake of efficient warehouse use, and that they are dimensionally stable and are not damaged even when used as the lower container during storage.

The shipping containers/boxes must be secured with sufficiently strong fasteners to keep the packaging from opening by itself.

The shipping containers/boxes must be labeled with the material number, material name, and quantity of the shipping container content. When stacked, the labels must be visible on each container.

§10 Miscellaneous

(1) Where the services are to be performed on Avanade's premises, the Supplier shall retain its role as the employer of the engaged employees, with the corresponding instructional rights. However, the employees shall be subject to Avanade's safety and hygiene rules.

(2) Any additions, changes or ancillary agreements to these provisions must be made in writing in order to be effective. This also applies to any suspension of the written-form requirement.

(3) If individual provisions of these terms and conditions should be invalid or ineffective, this shall not affect the validity of the remaining provisions.

(4) The parties shall replace any such invalid or ineffective provision with a new provision that as closely as possible approximates the invalid or ineffective provision.

(5) The assignment of the Supplier's rights and duties from the contract without prior written permission from Avanade is excluded.

(6) The legal relationship between the parties is exclusively subject to German law. The applicability of the uniform UN Convention on Contracts for the International Sale of Goods is excluded.

(7) The exclusive place of jurisdiction is Frankfurt am Main.

§11 Code of Business Ethics

Avanade is committed to keeping its own business activities free from illegal, unethical and fraudulent conduct. We expect our Suppliers to hold their conduct to the same ethical and professional standards, as laid out in the Avanade Code of Business Ethics. In particular, this includes immediately reporting any illegal, unethical, or fraudulent conduct. To this end, Avanade has created a way to report such incidents quickly and easily. It is explicitly prohibited to prevent people from making such reports or subject them to negative sanctions. A copy of the Avanade Code of Business Ethics can be accessed under the following link:<http://www.avanade.com/de-de/Pages/code-of-ethics.aspx>