

General Contractual Conditions for Unite Providers

1 Exclusivity of these provisions, terms and conditions for Providers

1.1 Unite is the B2B network of Unite Network AG. The relationship between Unite Network AG and the Provider is, apart from the Unite Terms of Use (posted at https://unite.eu/en_GB/terms-of-use), governed solely by the provisions set out below as well as, if applicable and agreed, the respective product and service descriptions, unless otherwise agreed in individual cases.

1.2 In the relationship between Unite Network AG and the Provider, any terms of either Party which are not subject to these General Contractual Conditions or the Unite Terms of Use (posted at https://unite.eu/en_GB/terms-of-use), in particular the standard terms and conditions of the Provider or provisions which contradict these General Contractual Conditions, are expressly excluded. Such terms will not be included even if there is no reaction or explicit objection to a declaration aimed at their inclusion (e.g. referencing in business documents, delivery notes, etc.). Moreover, any constructive change – especially the rendering of the agreed service or payment, or the unconditional acceptance thereof – should not be construed as consent to the inclusion of standard terms and conditions.

1.3 Definitions:

1.3.1 The ‘Unite’ B2B network enables companies – optionally with the involvement of Cooperating Partners – to conduct e-business with each other as well as to offer each other, purchase and/or use items and services.

1.3.2 ‘Provider’ means the contractual partner selling its items and/or services – possibly via a Commissionaire – to Customers on the basis of an existing framework or supply agreement via Unite and/or the user interface of a Cooperating Partner. Execution via a Commissionaire requires the conclusion of a separate agreement with the Commissionaire.

1.3.3 ‘Customer’ or ‘Buyer’ means the company to which the Provider – possibly via a Commissionaire – sells its items and/or renders services on the basis of an existing agreement.

1.3.4 ‘Affiliated Company’ of a Party means any legal entity, person or organisation which ...

- (1) is controlled by the respective Party, or
- (2) controls the respective Party, or
- (3) is controlled by the same company as that controlling the respective Party. ‘Control’ means the direct or indirect ownership of at least 50% of the voting rights in such a company or the contractually or otherwise granted power to appoint the management of this company.

1.3.5 ‘Catalogue’ means the product catalogue made available by the Provider in accordance with these General Contractual Conditions for Unite Providers.

1.3.6 ‘Cooperating Partner’ means a service provider for e-business solutions which, by working with Unite Network AG, provides its Customers with access to Unite via a Unite API and/or the Cooperating Partner’s system.

1.3.7 ‘Commissionaire’ is the company commissioned by the Provider under a separate agreement to sell the Provider’s items and/or services to Customers in its own name and for the account of the Provider.

1.3.8 ‘Parties’ means Unite Network AG and the Provider.

1.3.9 ‘Agreement’ in this document means the contractual relationship between the Provider and Unite Network AG in connection with the subject of the Agreement.

2 Subject of the Agreement, prices

2.1 The Provider can only use Unite on the basis of Products subject to payment. Unite Network AG offers the Products described at <https://unite.eu> or in any other appropriate manner to the Provider. Each of these Products has a different scope of services.

2.2 The Provider can view the exact scope of services of the individual Products and the applicable prices at <https://unite.eu> or obtain this information by writing to verkaufen@unite.eu.

2.3 The Provider is allowed to integrate its catalogue or online shop into Unite with the goal of enabling Customers, supported by the user interface of a Cooperating Partner, to place orders with the Provider, possibly via a Commissionaire.

2.4 A contractual relationship regarding the delivery of items or the rendering of services exists solely between the Customer and the Provider or, if applicable, the Commissionaire separately instructed by the Provider. The Agreements concluded via Unite entitle and oblige solely the Provider or, if applicable, the Commissionaire separately instructed by the Provider.

2.5 In so far as included in the scope of services of the respective Product, Unite will forward any orders placed by the Customer from the catalogue or Provider's online shop in electronic form to the Provider.

3 Provision of data by the Provider

3.1 Catalogue-based connection

3.1.1 The Provider will provide Unite Network AG with a processable Catalogue in a format natively supported by Unite for use in connection with the subject of the Agreement.

3.1.2 The Provider grants Unite Network AG a non-exclusive, revocable right to use the content of its catalogue of items and services, in particular images and descriptions of items. This right is limited to usage on Unite and on the user interface of a Cooperating Partner in connection with the subject of the Agreement, and is granted free of charge for the term of the Agreement. The right of use granted includes in particular the right to use, reproduce, display, present, distribute, adapt and reformat all data provided. The data provided may only be altered for the purpose of enabling and/or improving the presentation of items on Unite. Unite Network AG may sublicense this granted right of use solely to Affiliated Companies and Cooperating Partners. A Cooperating Partner may only utilise the data provided by the Provider for the purpose of promoting and selling the Provider's items and services on the user interface of the Cooperating Partner for viewing by (potential) customers of said Provider and may not forward it to third parties. Unite Network AG agrees to observe the trademarks and copyrights of the Provider; it may not alter the Provider's trademarks or images of items in such a way that they no longer match the form originally provided (with the exception of size adjustments, as long as the aspect ratio is maintained and the images are not misleading).

3.2 Non-catalogue-based connection

In cases of non-catalogue-based connection, the Provider grants Unite the non-exclusive right to use the content integrated on Unite – in particular images and descriptions of items as well as all works, parts and databases, primarily for the purpose of duplication, distribution and revision, including the right to use this content online – worldwide, free of charge, and for the term of this Agreement.

4 Amendments to the catalogue, item prices, and standard terms and conditions

4.1 The Provider may alter the integrated catalogue as well as the prices and/or terms of items displayed by the Cooperating Partner via Unite at any time by updating its catalogue provided to Unite. These changes will become effective upon integration of the catalogue update made available by the Provider on Unite ('going live').

4.2 Irrespective of this, orders placed by the Customer in the Customer's order system prior to an amendment of the catalogue, but which are only transmitted to the Provider after such amendment owing to an intermediary approval procedure of the Customer, may include the terms in force prior to the amendment of the catalogue.

4.3 If quantity prices are used in the catalogue and the Cooperating Partner supporting the Customer is unable to process quantity pricing, Unite will work out the unit price and round it up to two decimal places.

4.4 Whenever Providers sell to the Customer without the involvement of a Commissionaire, they are aware that it is incumbent upon them to independently agree their own standard terms and conditions and any amendments thereto with the Customer.

5 Obligations of the Provider

The Provider agrees to deal with any objections or defaults directly and immediately with the Customer. The Provider agrees to meet all existing warranty and guarantee obligations directly to the Customer. The Provider is under obligation to Unite Network AG to directly meet any such warranty or guarantee claims made to Unite.

6 Fiscal responsibility

6.1 Within the relationship between the Parties, the Provider shall be responsible for submitting all relevant value-added tax and Intrastat returns.

6.2 The Provider shall be responsible for issuing VAT invoices/credit notes, unless otherwise agreed in the respective product or service description.

6.3 The Provider will be exclusively responsible for collecting and paying all taxes arising in connection with VAT returns as well as any taxes or public charges arising from the use of Unite.

6.4 If taxes or foreign shipment taxes have been levied on Unite Network AG or any of its Affiliated Companies in connection with the rendering of services, the Provider will be liable for these foreign shipment taxes and any other taxes in so far as the Provider can be held responsible for the accrual of these taxes.

6.5 The Provider agrees to indemnify Unite Network AG or any of its Affiliated Companies from paying these taxes and/or reimburse any taxes that have already been paid.

7 Obligations of Unite Network AG

7.1 Unite Network AG shall be responsible for integrating the Provider's catalogue in accordance with the agreed connection via Unite on the user interface of the Cooperating Partner.

7.2 Unite Network AG is solely responsible for the provision of the network.

7.3 The scope of any other services, their technical configuration and possible content depend on the Product selected by the Provider.

8 Liability, assurance, indemnity of the Provider

8.1 The Provider is responsible for ensuring that the items and services offered comply with all statutory regulations and are in accordance with generally accepted moral values. This includes making sure that mandatory regulations are met and any necessary permission and/or licences have been obtained. If a service or item no longer meets these requirements, the Provider will notify Unite Network AG without delay and cease advertising or offering the item or service on Unite in good time.

8.2 The Provider will be solely responsible for the presentation of its items and services on Unite. The Provider will ensure that all data, images and item descriptions as well as any other content it uses do not infringe the rights of any third parties. The Provider affirms, in particular, that it is authorised to use content from third parties, especially

third-party trademarks, as well as to grant these rights to Unite Network AG for the purposes of fulfilling the Agreement, particularly with regard to making data transferred to Unite Network AG publicly accessible.

8.3 The Provider agrees to indemnify Unite against all claims asserted by third parties against Unite due to and/or regarding:

- a) non-compliance with one of the requirements set out in Sections 8.1 and 8.2;
- b) an infringement of trademark, industrial design, utility model, copyright, patent rights of third parties or competition law, in particular the relevant legal regulations against unfair competition, due to the conduct of the Provider, especially regarding the items and services offered by the Provider;
- c) an infringement of statutory and/or the contractual provisions regarding the handling of third-party data by the Provider;
- d) any other non-compliant conduct or failure to act by the Provider.

9 Data protection

9.1 The Parties agree to observe the applicable laws and agreed regulations on data protection and to adequately oblige those entrusted with the implementation of this Agreement to act appropriately regarding compliance with the laws and agreed regulations on data protection.

9.2 The Provider undertakes to collect as little data as possible from the Customer, and to notify each Customer of the nature, extent and purpose of the collection, processing and use of personal data as well as its rights of objection in a data privacy statement.

9.3 The Provider agrees not to forward Customer data received from Unite to third parties in any way, for example by means of sale or exchange, unless it was already in the Provider's possession.

9.4 Upon the termination of a contractual relationship with a Customer established via Unite, the Provider agrees to delete all data regarding the Customer obtained from Unite. This shall not apply if the Provider has received express consent from the Customer to use the data as required in accordance with the relevant legal regulations, especially with respect to data protection. If there are any statutory regulations and/or reasons for preserving evidence which prohibit deletion at the time, access to the data will be blocked; such data must be deleted as soon as blocking access can no longer be justified.

9.5 The Provider agrees to delete data received from Unite pertaining to a Customer if requested to do so by the Customer concerned.

9.6 If the Provider violates the foregoing provisions, Unite shall have the right to demand that all data obtained from

Unite Network AG by the Provider be deleted unless there are legal objections to said deletion. In such an event, Section 9.4, sentence 3 shall apply.

10 Contractual period, termination of the Agreement

10.1 This Agreement is concluded for an indefinite period of time. The Agreement shall become effective upon Unite Network AG's express declaration of acceptance to the Provider or, in the absence of such declaration, upon the provision of a Unite Product by Unite Network AG as booked by the Provider.

10.2 This Agreement may be terminated in writing with effect from the end of any calendar month with three months' notice.

10.3 The Parties agree that, notwithstanding the termination of this Agreement, orders which have not been completed by the time termination takes effect will still be duly processed in accordance with this Agreement.

10.4 Furthermore, the Parties agree that the obligations regarding indemnity pursuant to Section 8 shall survive the termination of this Agreement for as long as any claims are asserted against Unite Network AG by third parties or for as long as the warranty periods last.

11 Offsetting of claims

The Provider may only offset claims from Unite Network AG with its own claims if the latter have been established as legally binding or are undisputed between the Parties. This does not apply to counterclaims arising from the same contractual relationship.

12 Jurisdiction, governing law

12.1 The exclusive place of jurisdiction for all disputes arising out of or regarding this Agreement as well as concerning its conclusion and its validity is the place where the registered office of Unite Network AG is situated.

12.2 This Agreement between the Provider and Unite Network AG, in particular its conclusion, validity, form, execution, termination and settlement, shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods is excluded. The same applies to any unilateral or implied legal transactions pertaining to this Agreement.

13 Amendment of the Contractual Conditions

The Provider will be notified of any reasonable changes to non-essential elements of these Contractual Conditions in writing or in text form. The changes shall be deemed to have been approved if the Provider continues to use Unite after the changes have come into effect and does not terminate its contract of use. In deviation from Section 10.2 (Contractual Period, termination) for a period of six weeks from the notification the Provider has the right to terminate the agreement with immediate effect. Unite Network AG will draw attention to this consequence in its notification. Unite Network AG will only implement such changes for valid reasons, in particular due to new technical developments, changes in jurisdiction or other reasons of equal importance.