

General Terms and Conditions of Purchase for IT Part B – Hardware Purchasing (Version 03/21)

1. Subject matter of the contract/scope of services

1.1 General

These special provisions of the AEB-IT (Part B) for the purchase of hardware ("AEB-IT Part B") as they stand at the time of conclusion of the contract shall always apply to the purchase of hardware together with the general provisions of the AEB-IT (Part A) as a single part of the contract.

1.2 Hardware

The contractor shall deliver the hardware designated in the purchase order, including the system and operating software designated therein (collectively, the "System"), together with the associated documentation. The system is CE-certified, and corresponds to the currently recognized state-of-the-art technological standards at the time of delivery, taking into account the applicable VDE and UVV regulations.

1.3 Delivery with installed system and operating software

Systems shall be delivered with installed system and operating software, which the contractor shall additionally provide on commercially available data carriers. System software consists, in particular, of the operating system, the operating software (system-related software) and software development tools such as compilers and associated libraries. Database management tools and middleware are not subject of this AEB-IT Part B.

1.4 Documentation

The system shall be supplied with documentation in German (for German-speaking sites) and English in printed or printable form. This documentation, in particular for installation, use, operation as well as maintenance, is part of the main performance obligation. The client may make copies of the documentation for internal purposes to the extent necessary. The documentation shall be sufficient to allow an average user to install and use the system without assistance from the contractor. Supplied operating manuals must enable an IT specialist to operate and maintain the system.

The contractor shall provide the client with a sufficient amount of up-to-date documentation, in order that the group of persons authorized to use

the system can use it to the agreed extent without further ado.

1.5 Installation

The contractor shall set up, install, integrate and/or configure the system and hand it over to the client ready for operation.

It shall be incumbent on the client to create the necessary operating conditions for the system (e.g. premises, network and network connections) for proper installation by the delivery date, if the contractor has communicated these in writing prior to conclusion of the contract.

1.6 Instruction / Other services

During the test and trial operation to be carried out, the contractor shall instruct the client to the necessary extent.

The contractor shall dispose of the packaging for delivered hardware free of charge. At the client's request, the contractor shall also collect the hardware after use and dispose of it at its own expense in accordance with the statutory provisions.

1.7 Purchase price

Services according to sections 1.2 to 1.6 are included in the purchase price for the system.

2 Rights of use to operating system, operating system and system software

Upon delivery of the system, the contractor shall grant the client a non-exclusive, irrevocable, permanent right of use to the system and operating software, which shall not be restricted in terms of territory or content, including for types of use unknown at the time of conclusion of the contract. This right of use includes the right to edit and maintain the software, as well as to develop programs that run together with the software, also by third parties for the client. This shall also apply in each case to corrections, patches, updates, upgrades, new versions or similar, as well as updated documentation (collectively "Updates") provided by the contractor which replace or supplement previously provided software.

The rights to which the client is entitled under this section 2 shall not lead to an increase in the sum of the contractually agreed permissible number of

users, permissible number of installations or permissible intensity of use.

The client may use supplied system and operating software independently of the supplied system on other hardware or in virtual systems, provided that third-party rights do not conflict with this.

3 Warranties (in particular, rights under manufacturer's warranty, enforcement of warranty claims)

The contractor shall pass on a system manufacturer warranty to the client. The contractor shall deliver the declarations, including on the scope of the warranty, as well as on its assertion, together with the system. Warranty claims can be made by the client directly to the manufacturer or through the contractor.

The contractor shall allow the warranty conditions of the manufacturer to apply against it in that the limitation period for liability for material defects and defects of title shall not commence before knowledge of the warranty conditions and shall be suspended during the investigation and rectification period on the part of the manufacturer until final completion of these efforts.

4 Place of delivery/delivery dates

The system shall be delivered at the agreed place of performance (place of use) on the agreed date. Prior to this, the risk of price and performance shall not pass to the client.

5 Adoption of the system

The system shall be delivered complete with the agreed scope of functions, the documentation and all other documents required for use in a ready-to-operate condition. In a test and trial operation, the system is checked for completeness and its functions according to the order, as well as its documentation. The contractor shall support the client in this process. In the event of significant defects during the test and trial operation, the contractor shall deliver another system free of defects. If there are no significant defects, the client confirms the acceptance of the system. With this confirmation, the price and performance risk, as well as the ownership of the system, are transferred to the client.

6 Defects of the service

The client shall notify the contractor immediately of any defects occurring during the warranty period. The period for this is at least two weeks either after

receipt in the case of obvious defects or after discovery of hidden defects.

A defect in the documentation exists if a reasonable user with the knowledge normally expected for the application of the system cannot either understand the operation of individual functions with the aid of the documentation with a reasonable amount of effort, or cannot solve any problems that arise.

In the event of malfunctions not caused by the system or not caused solely by the system, the costs incurred for troubleshooting, analysis and repair shall be divided or reimbursed appropriately according to the respective causation contributions. The agreed rates for services on a time and material basis shall apply.

6.1 Subsequent performance

The contractor shall remedy defects at the contractor's discretion, taking into account the interests of the client, either by delivering a new system or by replacing or repairing defective system components or, in the case of software, by installing an improved version. As a short-term measure, the contractor may, in consultation with the client, provide a reasonable substitute or workaround solution to temporarily remedy or circumvent the effects of a defect. The obligation to completely remedy defects within a reasonable period of time remains unaffected. The same applies to deficiencies in the documentation. The client shall cooperate to a reasonable extent in the analysis and elimination of defects.

6.2 Reduction, withdrawal

In the event of failure to remedy the defect or if a reasonable grace period granted to the contractor expires unsuccessfully, the client may, at its discretion, reduce the remuneration or withdraw from the entire contract. If the client withdraws from the contract, it shall pay the contractor an appropriate usage fee for the period up to that point, taking into account the system defects, on the basis of four years' straight-line depreciation.

6.3 Reimbursement of expenses, damages

Further claims, including claims for damages and reimbursement of expenses, shall remain unaffected.

7 Hardware maintenance

Insofar as maintenance services have also been agreed, the contractor shall keep the system in line with the current and recognized state-of-the-art

technological standards, and free of malfunctions, and shall remedy any defects that occur. The special provisions for "Hardware Maintenance" (AEB-IT Part C) shall apply to these services.

If maintenance services are also agreed, the remuneration for the purchase of the hardware and for the maintenance of the hardware shall be shown separately.

In the event of withdrawal from the hardware purchase contract for the system, the hardware maintenance shall also automatically end (objection enforcement). After the warranty for the system has expired, the only option is to cancel the hardware maintenance. This applies accordingly to independent parts of the system.