



DESY general conditions of purchase

These general conditions of purchase are executed in the German and English languages. The translation of these general conditions of purchase in English language shall serve for information purposes only. Solely the general conditions of purchase as executed in German language shall be legally binding and shall prevail.

§ 1 Scope

(1) These general conditions of purchase (hereinafter '**these conditions**') shall apply to all contracts on deliveries and services (hereinafter '**the contract**') between the Deutsches Elektronen-Synchrotron DESY (hereinafter '**DESY**') and the party, who shall perform the deliveries and services ordered by DESY (hereinafter '**the contractor**'); both parties collectively known as '**the contractual parties**'). These conditions shall particularly also apply to contracts on the sale and/or delivery of movable goods (hereinafter '**goods**'), regardless of whether the contractor manufactures the goods itself or purchases them from suppliers (Sections 433, 650 of the German Civil Code (BGB)). Contracts on construction work are not included in the scope of these conditions.

(2) The general contractual conditions for rendering services (VOL/B), as amended, shall also apply.

(3) These conditions shall only apply if the contractor is an entrepreneur (Section 14 BGB), a public legal entity or a special fund under public law.

(4) These conditions shall apply exclusively. Differing, conflicting or additional general terms and conditions issued by the contractor shall only be considered part of the contract insofar as DESY has expressly consented to their validity. This consent requirement shall apply in all cases, including if DESY unreservedly accepts the contractor's deliveries and services while being aware of the contractor's general terms and conditions. Unless otherwise agreed, the applicable version of these conditions shall be the one most recently used in a contract with the contractor. This shall also be the case for similar contractors in future, without DESY having to specifically refer to them each time.

(5) Quotes, order confirmations, delivery documents and invoices shall be sent using the means specified by DESY in the respective notice or commissioning documents. Apart from quotes, all must show the DESY order number, the item number, the delivery quantity and the delivery address.

(6) References to the application of legal regulations are for clarification purposes only. The legal regulations shall thus apply even without such clarification, unless they have been directly modified or expressly excluded in these conditions.

§ 2 Contract conclusion

(1) DESY is a public client. In accordance with the commissioning regulations, contracts shall be concluded by virtue of DESY accepting a quote (hereinafter '**the order**'). The contractor shall be obliged to confirm DESY's order in writing (email or fax), if not also by other means, immediately upon receipt. Unless otherwise agreed, the contractor shall be bound to its quote for one month.

(2) Additional offers shall only be permitted if DESY expressly permits this, and these are explicitly identified as

such.

(3) Changes to the contract shall require a legally valid agreement. Legal agreements for DESY shall be established exclusively by the representatives listed in the German Federal Gazette, who have authority to sign in commercial matters.

§ 3 Contract execution

(1) The contractor commits to observing the relevant legal and official regulations and requirements when executing the contract. Security, OHS, accident-prevention and other regulations, as well as relevant standards (particularly DIN, VDE) must especially be upheld when executing the contract.

(2) If the services need to be rendered at DESY's premises, these premises shall be accessed by the contractor's staff in accordance with the DESY house rules or other code of conduct – insofar as these have been provided to the contractor's staff before access or at a later date – and the respective DESY access-authorisation systems. This may, in some cases, require personal data to be collected and processed.

(3) Contractor employees shall be subject to administrative and technical supervision and monitoring by DESY, and shall be obliged to follow the applicable rules regarding access to DESY's premises and the use of DESY's technical facilities. This shall particularly, but not exclusively, encompass general security regulations, rules and instructions on radiation protection, and special provisions on facilities operation, occupational health and safety, biological and chemical safety, and environmental protection.

Third parties employed to execute the contract must undergo relevant briefings. The contractor must be able to provide proof of these briefings upon request.

(4) The contractual parties commit to immediately informing each other in the event of an emergency. In these cases, the contractor and its employees must adhere to DESY's emergency-management procedure. This particularly means that, in the event of an emergency, the contractor and its staff shall generally not be permitted to independently request external emergency personnel, but rather must initially notify DESY's Technical Emergency Service (emergency call 040/8998-2500) and the contact persons appointed by DESY, and discuss further steps.

(5) The contractor assures it will comply with the quality-assurance procedure stipulated in the service specifications, and report any changes. If it has any concerns about the execution method requested by DESY, it must immediately advise DESY of this in writing.

(6) The contractor shall ensure that the products it delivers meet all relevant requirements for marketing said products in the European Union and in the European Economic Area. Upon request, it must provide proof of compliance in the form of suitable documents. The contractor particularly commits to only delivering goods bearing CE labelling, in accordance with EU Regulation No. 765/2008. Section 20 (4) and (5) of these conditions applies accordingly.

(7) To render its services, the contractor may only use



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DESY documents that DESY itself has labelled as being intended for execution purposes. When using them, it must be aware that DESY has not verified the technical details with the degree of expertise possessed by the contractor; Section 3 (5) of these conditions shall apply here.

(8) The contractor shall only render the contractual services using staff adequately qualified for said services. In the event of foreign employees, the contractor shall, at DESY's request, provide proof of any necessary work permits. If it has been agreed that specific employees will be rendering the contractual service, any employee swaps by the contractor shall require DESY's prior consent, which DESY shall not withhold unreasonably. In each case, the newly assigned employee shall have at least the same qualifications as the substituted employee; Section 3 (8) Clause 1 and 2 remains unaffected here. Any additional expense incurred by the contractor as a result of familiarising the new employee with the task shall not be borne by DESY. DESY is entitled to request replacement of the assigned employee if DESY has justified doubts about said employee's suitability and/or ability to render the contractual service and/or about the employee's personal reliability.

(9) Unless it has obtained DESY's prior written consent, the contractor shall not be authorised to have the contractual service rendered by third parties (e.g. subcontractors). DESY shall not withhold or delay consent unfairly. Consent shall not be required for insignificant partial services or partial services for which the contractor's operations are not equipped. The contractor shall bear the procurement risk for its services, unless otherwise agreed for the specific case (e.g. limit to supplies in stock).

§ 4 Deliveries & services: Scope, schedule and delays

(1) The contract concluded between the contractual parties shall govern the contractor's scope of delivery and service.

(2) All documents required for acceptance, operation, maintenance and repairs, such as test reports, factory certification, diagrams, plans, parts lists and operating instructions, must be provided by the contractor.

(3) All delivery and service deadlines stated in the order or otherwise agreed in writing shall be binding.

(4) The contractor is obliged to immediately inform DESY of any potential inability to comply with an agreed delivery/service deadline, the causes thereof, and the expected duration of the delay. This shall not prevent delivery/service delays from coming into force. Acceptance of a delayed delivery/service shall not imply a waiver of damage claims to specific performance, compensation claims or any other claims established in Section 18 (2) of these conditions.

(5) If the contractor fails to perform its delivery/service, not perform it within the agreed delivery/service period, or falls into default, DESY's rights – particularly to withdrawal and compensation – shall be governed by the legal regulations. This shall not affect the provisions established in Section 18 (1) of these conditions.

(6) If goods are delivered before the delivery deadline, DESY shall reserve the right to return them at the

contractor's expense, or have them stored until the delivery deadline at the contractor's expense and risk, only paying the relevant fee on the agreed due date.

§ 5 Customs, delivery, place of performance, transfer of risk

(1) In the case of deliveries coming from a third country, the contractor must promptly contact DESY regarding customs clearance and import procedures.

(2) A delivery slip stating the date (issue and shipment), delivery contents (item number, description of the goods, and number/quantity), and the DESY ID number (date and number) must be enclosed with the delivery. If the delivery slip is missing or incomplete, DESY shall not be responsible for resulting delays in processing or payment. Separate from the delivery slip, DESY must also be sent a corresponding shipment notice containing the same information as mentioned above. For customs formalities, an invoice stating the date and contents of the delivery (item number, description of the goods, customs tariff number, country of origin, individual values, net weights and number/quantity) must be enclosed with the delivery. Depending on the nature of the goods, further customs forms may be required, and these must be procured by the contractor.

(3) The goods shall be delivered to the respective DESY receiving department stated in the order.

(4) Insofar as the nature of the delivery prevents it from being unloaded at the respective receiving department, the destination shall be the stated usage location at the relevant DESY premises. The delivery documentation must be presented at the DESY receiving department prior to the goods being delivered to the respective usage location. This applies in particular to deliveries involving customs documentation.

(5) The respective destination shall also be the place of performance for the delivery and any supplementary performance (fulfilment obligation; (Bringschuld)).

(6) The risk of any accidental loss or deterioration of goods shall be transferred to DESY upon handover at the place of performance. In the case of deliveries involving setup, assembly or other legally required or agreed inspection and acceptance, the risk shall be transferred to DESY upon acceptance of this service. If a test run has been agreed, acceptance shall only occur once the test has been successfully completed and the acceptance has been established in writing. In all other respects, the statutory provisions of the German law governing contracts for works and services (Werkvertragsrecht) shall apply accordingly. The same consequences shall apply if DESY is in default in accepting delivery.

§ 6 Right to keep informed, quality testing

DESY shall be entitled to keep itself informed regarding the contractual execution of the service pursuant to Section 4 No. 2 VOL/B, and to request a quality test of the delivery or parts of the delivery at the contractor's premises pursuant to Section 12 VOL/B. DESY shall announce this request in a timely manner, so as to ensure the contractor can prepare for it. The tests shall not exempt the contractor from its liability or duty to



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render services properly and in accordance with the contract.

§ 7 Export

(1) The contractual parties commit to upholding all applicable export-control regulations and executing all associated procedures, in particular requesting the necessary export permits. On this basis, DESY shall expect its contractors to duly and promptly provide export-control and foreign-trade data for the object(s) of delivery (notably the 'Export Control Classification Number' (ECCN) as per the 'U.S. Commerce Control List', insofar as the product is subject to the 'U.S. Export Administration Regulations'; all applicable export list numbers (e.g. as per the EC Dual Use Regulation); the latest statistical goods number; the country of origin).

(2) Contract conclusion and execution shall be subject to approval under export-control regulations. In cases of doubt regarding compliance with foreign-trade regulations, DESY shall contact the relevant authority to obtain a negative certificate or other information, without this rendering it liable to compensate for any resulting delays.

§ 8 Prices, invoices, payment, taxes

(1) The contractually agreed net prices shall be binding, and include all of the contractor's services and ancillary services (e.g. assembly, installation), as well as all ancillary costs (e.g. packaging, transportation costs, including any transport insurance). The legal VAT and any additional taxes must be shown separately on the invoice.

(2) The minimum payment term shall be 30 days, and the price is only payable upon full delivery and performance (including any agreed acceptance tests) and receipt of a properly issued invoice (Section 14 of the German VAT Act (UStG)). If DESY pays within 14 calendar days, the contractor shall grant DESY a 3% discount on the net invoice amount.

(3) Should one or more of the details listed in Section 1 (5) of these conditions not be provided, thereby delaying DESY's processing as part of normal business operations, the aforementioned payment terms shall be extended by the duration of the delay.

(4) DESY shall not be liable to pay any interest on the due date. Defaults of payment shall be governed by the legal regulations.

(5) DESY shall have the right to offset and withhold payments, as well as plead non-fulfilment of the contract, as established by law. DESY shall particularly be entitled to withhold due payments while its claims against the contractor for incomplete or defective performance are still outstanding.

(6) The contractor may only offset or withhold payments in the case of legally established or undisputed counterclaims.

(7) Insofar as, based on an agreement to avoid double taxation or based on other regulations, DESY is obliged to withhold tax for the commissioned deliveries and services (withholding tax), DESY shall be entitled to withhold the legal tax when paying the contractor's invoice. The contractor shall be obliged to help calculate and correctly ascertain the facts at a fiscal level. It shall particularly

comply with this obligation to co-operate by fully and truthfully disclosing the facts relevant to taxation, and providing the necessary proof (e.g. entrepreneurial capacity, proof of delivery, correct invoices). The scope of the obligations to co-operate shall be determined by the circumstances of the individual case. If necessary, the contractor shall be asked to provide specific information. The records must be provided to DESY promptly, i.e. within a month of being requested. If the contractor does not comply with the aforementioned obligation correctly or at all, it shall have to provide financial compensation for any resulting disadvantages. DESY's claims for co-operation shall not expire before the end of the calendar year in which the tax debt was definitively and legally established.

§ 9 Contacts

(1) Insofar as DESY has appointed contact persons for this contract in this contract, the contractor shall solely communicate with these persons in matters regarding contract initiation, execution and implementation.

(2) Delays resulting from the contractor communicating with persons other than the aforementioned contacts shall be borne by the contractor.

§ 10 Confidentiality, retention of title

(1) The contractor commits to treating as strictly confidential, and to not disclosing, any confidential DESY information it becomes aware of as part of contract execution. Regardless of whether or not it is marked as confidential, confidential information encompasses all diagrams, illustrations, models, calculations, descriptions and other documents provided to the contractor, as well as public information (regardless of form), and information whose confidentiality results from its subject or other circumstances, particularly technical and financial information on business development, prices, DESY's intellectual property, research and development contracts and findings, and other business and trade secrets (hereinafter '**confidential information**'). The contractor shall take all appropriate precautionary measures to ensure confidentiality is upheld. The contractor's duty of non-disclosure shall remain in effect for five years after this contract has ended. This shall not affect other confidentiality agreements existing between DESY and the contractor.

(2) The contractor shall limit access to the confidential information, only making it available to persons who need to be made aware of it in order to execute the contract. Sharing such confidential information with others, whether these be natural persons or legal entities, shall generally be prohibited, unless the contractor has hired subcontractors in accordance with Section 3 (9) of these conditions. The contractor shall establish relevant agreements with its employees, representatives and other persons who obtain access to DESY's confidential information as part of proper execution of the contract, in order to ensure these persons also adhere to the duty of non-disclosure.

(3) The duty of non-disclosure shall not apply to information a. that is already publicly accessible or known before being disclosed by DESY;



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b. that was known or publicly accessible at the time of or after its disclosure by DESY, without this being based on a breach of this duty of non-disclosure;

c. for whose disclosure DESY has provided prior written consent;

d. or if this is legally required based on an official or court order or duty to inform an authority. In the event this requirement applies, the relevant party shall inform the other part accordingly, insofar as this is permitted under law.

(4) The contractor shall be prohibited from obtaining confidential information by way of reverse engineering. 'Reverse engineering' refers to any action, including observing, testing, examining, dismantling or (if applicable) re-assembling, aimed at obtaining confidential information.

(5) DESY shall reserve the right to exercise ownership rights or copyrights to confidential information provided to the contractor, including diagrams, illustrations, models, calculations, descriptions and other business and operational documents; Section 11 of these conditions shall apply. Once the contractual relationship has ended, the contractor shall return any documents provided by DESY. Copies thereof made by the contractor must be destroyed, insofar as the storage and/or saving thereof is not necessary to fulfil one of the contractor's legal obligations. At DESY's request, the contractor must provide written assurance that it has returned, destroyed and/or completely and irrevocably deleted all confidential information in accordance with the aforementioned rules and DESY's instructions.

(6) The above provisions shall apply accordingly for substances and materials (e.g. software, finished and semi-finished products) and tools, equipment, templates, samples and other objects provided by DESY to the contractor for the manufacturing process. These objects must be labelled as such by the contractor, stored separately at the contractor's expense (insofar as they are not processed in any way), and appropriately protected against any damage, destruction and loss.

(7) If the contractor processes, mixes or combines (hereinafter '**further processing**') the provided objects, this shall be done on DESY's behalf. The same shall apply in the event that DESY further processes the delivered goods, meaning that DESY shall be classified as the manufacturer, and shall acquire ownership of the product in accordance with the legal regulations by no later than the time of the further processing.

(8) Ownership must be transferred to DESY unconditionally and regardless of payment. If, in a specific case, however, DESY accepts an offer by the contractor, contingent on payment, for the transfer of ownership, the contractor's retention of title shall expire by no later than the time the delivered goods are paid for. DESY shall remain authorised to resell the goods – assigning the resulting claim in advance – as part of ordinary business operations even before the payment is made (alternatively, the simple retention of title and the retention of title extended to include the resale shall apply). This shall, in any case, exclude all other forms of retention of title, particularly the all-monies clause, forwarded retention of title, and retentions of title extended to include further

processing.

§ 11 Rights to work results, proprietary rights

(1) Results as defined by this provision shall be findings, inventions, developed objects, methods and computer programs obtained during contract execution which are kept in records or which are otherwise available, as well as their descriptions, experimental setups, models and prototypes, as well as other material, whether tangible or intangible, relating to or resulting from the contractual services, and which has been specially developed for DESY, including deliveries and services (hereinafter 'work results').

(2) DESY shall acquire all rights to the result. The contractor shall remain the owner of the inventions it has created before contract execution commences, the registered or granted proprietary rights to these, the existing copyrights, and the rights to registered designs ('background').

(3) Insofar as the contractor's background is mandatory for using and utilising the work results and/or fulfilling the contract, the contractor shall grant DESY a non-exclusive, non-transferable, non-sublicensable and free usage right to this previous proprietary right solely for the purposes of the contract.

(4) Insofar as the work results are protectable ('foreground'), DESY shall be exclusively entitled to register, at its discretion, proprietary rights for these in its own name in Germany or abroad, to pursue these, and to drop these at any time. The contractor shall provide DESY with the information necessary for pursuing the proprietary rights, assist DESY with the registration if required, and refrain from any actions that may be detrimental to the requested proprietary rights being granted. The contractor shall, by virtue of a declaration to the inventor, have full, unrestricted claim to protectable inventions created by its staff while rendering the contractual service; the right to the invention must be immediately transferred to DESY.

(5) Insofar as the work results are protected by the contractor's registered design rights or copyrights, the contractor shall hereby grant DESY the exclusive, irrevocable, transferable right, unlimited in time, space or content, to use and utilise these work results or parts thereof in any form, free of charge, and particularly to copy, circulate, exhibit, modify and process/edit these. Insofar as work results are produced in the form of software, DESY shall be entitled to receive, free of charge, the source code and object code during all stages of development, as well as all written and electronic documentation.

(6) Insofar as the contractor hires subcontractors to render its services in accordance with Section 3 (9) of these conditions, it is obliged to establish suitable contractual agreements to ensure DESY receives the rights set forth in this Section 11.

§ 12 Defects of quality and title

(1) The contractor shall guarantee careful, correct fulfilment of the contract in accordance with the latest standards of science and technology, as well as the quality and fitness for purpose of the delivery documents. The contractually agreed specifications and the quality-related information provided by



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the contractor shall be considered a contractual guarantee for the condition and quality of the delivered object.

(2) The commercial obligations to inspect and report defects shall be governed by the legal regulations (Sections 377, 381 of the German Commercial Code (HGB)), provided that the inspection obligation is limited to defects identified during external assessments (including of delivery paperwork) as part of DESY's incoming goods checks, and during spot checks for quality (e.g. transport damage, incorrect deliveries, short deliveries). The obligation to inspect shall cease to apply insofar as an acceptance test has been arranged. For the rest, it shall depend on the extent to which an inspection is feasible as part of ordinary business operations, taking into account the circumstances of the individual case. This shall not affect the duty to report subsequently identified defects. Irrespective of DESY's duty to inspect, DESY's objection (notice of defect) shall be considered immediate and timely if it is sent within eight working days of the defect being identified, or, in the case of obvious defects, from the time of delivery.

(3) Supplementary performance shall also include dismantling the defective item and re-installing a new one, insofar as the nature and purpose of the item require it to be installed/integrated into or affixed to another object; DESY's legal claim to compensation for relevant expenses shall be borne by the contractor, even if there proves to be no actual defect. This shall not affect DESY's liability for damages in the event of unjustified requests for remedial action; however, DESY shall only be liable in this respect if it was aware that there was no defect, or, through gross negligence, did not realise that there was no defect.

§ 13 Supplier's recourse

(1) DESY shall be unreservedly entitled to raise the legal recourse claims within a supply chain (supplier's recourse as defined by Sections 445a, 445b, 478 of the German Civil Code (BGB)) in addition to the warranty claims.

(2) Before DESY recognises or fulfils a warranty claim raised by its customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) of the German Civil Code (BGB)), it shall inform the contractor and, giving a brief description of the facts of the case, request written statement of the facts. If no such substantiated statement is forthcoming within an appropriate time period, and no amicable solution is found, the warranty claim effectively granted by DESY shall be considered enforceable by the customer. In this case, the contractor shall bear the onus of providing proof of the contrary.

(3) DESY's claims resulting from supplier's recourse shall be considered valid even if the defective item has been further processed by DESY or another contractor, e.g. integrated into another product.

§ 14 Spare parts

If the contractor intends to cease production of spare parts for the products delivered to DESY, it shall advise DESY of this in a timely manner, so as to enable DESY to meet its foreseeable demand for spare parts within a time frame appropriate to the specific case. If the contractor becomes

aware that the manufacturer of the parts it uses for the product is intending to cease production thereof, it must inform DESY of this immediately.

§ 15 Liability, insurance

(1) Unless otherwise agreed, the contractual parties shall be liable as per the legal regulations.

(2) If the contractor is responsible for product damage, it must indemnify DESY from third-party claims, insofar as the cause of the damage is within its sphere of control and responsibility, and the contractor itself is liable vis-à-vis third parties.

(3) As part of its exemption obligation, the contractor must reimburse expenses as defined by Sections 683, 670 BGB resulting from or in relation to a third-party claim, including recall campaigns carried out by us. DESY shall – where possible and feasible – inform the contractor of the content and scope of any recall measures, and give the contractor an opportunity to comment. This shall not affect further legal claims.

(4) The contractor shall take out liability insurance to cover all compensation claims raised by DESY as a result of or in relation to the contract concluded with the contractor.

§ 16 Assignment

The contractor shall only be authorised to assign to third parties its claims resulting from the contract with DESY if it obtains DESY's written consent in this respect. This shall not apply in the event of monetary claims.

§ 17 Withdrawal, termination

(1) DESY shall be entitled to withdraw from the contract or terminate it with immediate effect if:

a. insolvency proceedings or comparable legal proceedings are initiated, or are requested to be initiated, on the contractor's or its subcontractors' assets, or this request has been rejected due to lack of funds, or correct execution of the contract has been jeopardised by the fact that the contractor or its subcontractors have ceased their payments for a prolonged period of time;

b. the contractor was involved in an inadmissible restraint of competition as defined by the German Act Against Restraints of Competition (GWB) in relation to the awarding of the contract;

c. the contractor is in liquidation or has ceased its operations;

d. the contractor is proven to have committed a serious offence that calls its trustworthiness into question;

e. the contractor does not correctly fulfil its obligation to pay taxes, duties and statutory social-security contributions;

f. the contractor provided false information about its suitability during the contract-award process.

DESY shall be further entitled to withdraw from the contract or terminate it with immediate effect if the contractor or its subcontractors' breaches/breach the duties established in Sections 3, 7, 10, 11, 19 or 20 of these conditions.

(2) In the event of termination, the services rendered to date – insofar as DESY has use for these – shall be settled



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proportionately, based on the contractual price and on the percentage of the total contractual services rendered. For the rest, any payments already made shall be refunded, and shall yield an interest of 9% above the respective basic interest rate, starting from the day the contractor receives the payment.

(3) In the event of Section 5 No. 2 (2) VOL/B, the contractor shall not be entitled to terminate/withdraw from the contract. The parties shall adjust the contract to the modified circumstances, in keeping with their interests.

§ 18 Contractual penalties

(1) If execution deadlines are not met, DESY shall be entitled to demand a contractual penalty of 0.5% of the value of the unusable service component for each full week, but no more than 5% of the total contract price excluding VAT.

(2) DESY shall be entitled to enforce the contractual penalty in addition to contract fulfilment and further claims.

(3) DESY may assert claims resulting from a forfeited contractual penalty until final payment is made.

§ 19 Data protection

(1) When rendering the contractual services, the contractor shall adhere to all relevant laws and regulations pertaining to the protection of personal data.

(2) Insofar as the contractor processes personal data for DESY as part of contract execution, i.e. if the deliveries and services to be performed for DESY by the contractor involve the processing of order data pursuant to Art. 4 No. 8 and Art. 28 of Regulation (EU) No. 2016/679 – General Data Protection Regulation (GDPR), this shall occur exclusively on the basis of a separate contract concluded beforehand between the parties, and which governs outsourced data processing ('order-processing contract'). This order-processing contract shall be an integral part of the contract.

(3) If, as part of contract execution, DESY and the contractor jointly process personal data, this shall occur exclusively on the basis of a separate agreement concluded beforehand between the parties regarding joint responsibility as defined by Art. 26 (1), Clause 2 of Regulation (EU) 2016/679 – General Data Protection Regulation (GDPR). This agreement on joint responsibility shall be an integral part of the contract.

§ 20 Compliance and anti-corruption clause (Adherence to laws)

(1) The contractual parties expressly declare their intent to uphold the respective legal provisions relevant to them as part of the contractual relationship. In view of this, DESY shall particularly not tolerate any corruption, and shall expect its contractual partners to refrain from engaging in any form of corruption.

(2) As part of the contractual relationship, the contractor and its employees particularly commit to upholding the statutory German laws on anti-corruption and money laundering, the German law on the protection of trade secrets, the German laws on ensuring compliance with collective rates and minimum wages, and the German anti-trust, labour-law and environmental-protection

regulations. The contractor and its employees must particularly not

a. demonstrably establish an agreement constituting an inadmissible restraint of competition during the contract-award process;

b. directly or indirectly present, offer, promise or grant gifts, other gratuities or other privileges to DESY, its employees or third parties hired by DESY to prepare, conclude or execute the contract, or to affiliated persons, for the purpose of securing an unfair advantage;

c. committing or aiding and abetting punishable acts established in Section 298 of the German Criminal Code (StGB) (collusive tendering), Section 299 StGB (taking and giving bribes in commercial practice), or Section 23 of the German Trade Secrets Act (GeschGehG) (breaching of trade secrets), against DESY, its employees or hired third parties.

(3) The contractor shall demonstrate or establish adequate supervisory and control measures that effectively prevent misconduct by its employees or vicarious agents. Should the contractor discover that it, its employees or its vicarious agents has/have breached the provisions stipulated under this Section 20, or if there is a suspected breach, the contractor shall immediately inform DESY of this, and cooperate with any investigations conducted by DESY.

(4) If one of the obligations established in this Section 20 is breached by the contractor, one of its employees or one of its vicarious agents, DESY shall be entitled, irrespective of any other withdrawal or termination rights, to withdraw from all contracts existing with the contractor, or to terminate these with immediate effect.

(5) This shall not affect DESY's other contractual or legal claims.

(6) The contractor shall make all feasible efforts to ensure its subcontractors comply with the contractor obligations established in this Section 20.

§ 21 Final provisions

(1) Changes and amendments to this contract, including the termination thereof, must be made in writing. This shall also apply in relation to the termination of this written-form requirement.

(2) Should a provision of the contract concluded on the basis of these conditions of purchase be or become invalid or infeasible, this shall not affect the validity of the rest of the contract. The contractual parties shall endeavour to replace the invalid or infeasible provision with a valid, feasible one coming as close as possible to the original economic objective pursued. The same shall apply in the event of any legal omissions.

(3) The exclusive place of jurisdiction for any disputes between the parties arising from, or in relation to, these conditions of purchase and/or contracts concluded based on these conditions of purchase shall be Hamburg. DESY is, however, also entitled to take legal action against the contractor in any other legally established jurisdiction.

(4) These conditions of purchase, as well as all contracts concluded on the basis thereof, shall be governed by



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German substantive law, under exclusion of the CISG (UN Convention on Contracts for the International Sale of Goods).