

General Terms and Conditions of Purchase of ParshipMeet Group (as of January 2021)

Section 1 - General terms, scope

These General Terms and Conditions of Purchase shall apply to all contracts entered into between the contracting party (hereinafter referred to as the "Contracting Party") and the ParshipMeet Group. The ParshipMeet Group companies are set out in Section 11 of these General Terms and Conditions of Purchase.

Additional Special Terms and Conditions of Purchase shall apply to certain services, if such terms and conditions are stated on the order. These are available under the following links:

- [purchase of rights of use of the ParshipMeet Group;](#)
- [provision of media goods and services](#) (with the exception of online media purchases);
- [delivery of online media goods and services;](#)
- [delivery of recruitment agency goods and services;](#)
- [delivery of facility management goods and services;](#)
- [delivery of IT goods and services.](#)

Section 2 - Contract conclusion

The Contracting Party provides the contractual services on the basis of the agreements. Unless otherwise stipulated, these agreements are specified in the order form placed by the ParshipMeet Group.

Section 3 - Delivery, service, transfer of risk

(1) The delivery date specified on the order shall be binding. The Contracting Party shall immediately inform the ParshipMeet Group in text form if it is likely that the agreed delivery date cannot be met. Early deliveries or partial services may only be made or provided with the consent of the ParshipMeet Group in text form.

(2) The Contracting Party shall be obliged to deliver the ordered goods/services at the location specified on the order at its own cost and risk. If the place of destination is not specified and, unless otherwise agreed, delivery shall be made to the ParshipMeet Group's registered office in Hamburg, Germany. The respective place of destination is also the place of performance [*Bringschuld*].

Section 4 - Order amendments on work or services provided

(1) If the Contracting Party is obliged to provide a work or service [*Werkleistung*], the ParshipMeet Group shall have the right to amend the contractual services. The Contracting Party shall undertake to implement these amendments to the extent that this is reasonable.

(2) Where amendments are made to an order, the Contracting Party shall undertake upon the request of the ParshipMeet Group to immediately submit an appropriate offer in text form regarding the change in scope. This offer must include in particular the impact on the delivery date in addition to the changes in the price and service.

(3) The Contracting Party shall be obliged to perform the additional services requested by the ParshipMeet Group at the prices underlying this order. Remuneration based on average arm's-length conditions shall be offered for services not listed on the order. If an agreement cannot be reached, the ParshipMeet Group shall be entitled to (partially) terminate this contract. All services provided up to this point in time shall be remunerated. Further claims, in particular for loss of profit, are excluded.

(4) Furthermore, the ParshipMeet Group shall be entitled to reduce the contractual services by up to 20% of the order value and the remuneration accordingly without the ParshipMeet Group being invoiced by the Contracting Party for other costs or loss of profit relating to this. Where the scope is reduced by more than this, the Parties shall agree in good faith an appropriate reduction in the total remuneration.

Section 5 - Notification of concerns, hindrance notice

The Contracting Party shall immediately notify the ParshipMeet Group in text form if it has concerns regarding the manner of execution of the delivery/service requested by the ParshipMeet Group or if it considers itself to be hindered in the execution of its delivery/service by third parties or the ParshipMeet Group.

Section 6 - Prices and terms of payment

(1) The price stated on the order shall be binding. All prices include statutory VAT, if this is not separately disclosed.

(2) Services provided as development work [*Werkvertrag*] or on a time and materials basis [*Dienstvertrag*] shall be invoiced at a fixed price after completion and/or acceptance of the services, unless a different invoicing method is stated in the agreement.

(3) The Contracting Party shall bear all customs duties, taxes, charges and costs of an import arising from the order. If the Contracting Party is required to withhold taxes, it shall forward such amounts to the competent tax office in the name and on behalf of the ParshipMeet Group. All prices stated on the order shall be deemed to be gross prices, particularly with regard to withholding tax/tax at source. This means that the ParshipMeet Group is entitled to withhold any withholding taxes/taxes at source from the total price payable to the Contracting Party and pay such to the tax authorities, if a valid exemption certificate is not furnished by the Contracting Party.

(4) Unless otherwise agreed on a case-by-case basis, the agreed price shall include all services and ancillary services of the Contracting Party (e.g. implementation, assembly) as well as all incidental costs (e.g. travel time and travel expenses, shipping and packaging costs).

(5) The agreed price is payable within 30 calendar days from date on which the goods and services were delivered in full (including any agreed acceptance process) and upon receipt of a proper and verifiable invoice. If the contract relates only to one of the trademarks of the ParshipMeet Group, the relevant trademark is to be separately stated on the invoice to enable allocation. If a service is the subject of the contract, the proper and verifiable invoice shall also include an activity report agreed with the respective specialist department of ParshipMeet Group prior to the issuing of the invoice, which is to be attached to the invoice.

(6) If the ParshipMeet Group effects payment within 14 calendar days after receipt of the invoice, the Contracting Party shall grant the ParshipMeet Group a discount of 3% on the net amount of the invoice. Payment by bank transfer is deemed to be made in good time if the transfer order is received by the ParshipMeet Group's bank before the expiry of the payment deadline; the ParshipMeet Group shall not be responsible for any delays on the part of the banks involved in the payment transaction.

(7) The ParshipMeet Group shall only be in default with payment following a reminder in text form from the Contracting Party.

Section 7 - Warranty

(1) The ParshipMeet Group shall be entitled to make statutory claims for defects without restriction.

(2) The ParshipMeet Group shall notify the Contracting Party of any obvious and hidden defects within a period of 2 weeks of their discovery. Section 377 of the German Commercial Code (*Handelsgesetzbuch, HGB*) shall be waived in this regard.

(3) The rejected goods shall be returned or collected at the cost and risk of the Contracting Party.

(4) The ParshipMeet Group shall be entitled to remedy the defects itself at the expense of the Contracting Party, if a delay entails a risk or the matter is particularly urgent.

(5) Payments made by the ParshipMeet Group do not imply that the ParshipMeet Group accepts that the good/work or service is in accordance with the contract or free of defects.

(6) The ParshipMeet Group's acceptance of the Contracting Party's technical documents and/or calculations shall not affect the latter's liability for defects.

Section 8 - Confidentiality

(1) The Contracting Party shall treat all information that becomes known to it within the scope of the collaboration as confidential. This applies in particular to information regarding the ParshipMeet Group's operations, business processes, price structures, business transactions, financial or contractual arrangements and the content of the respective contract. In case of doubt it shall be assumed that information concerning the ParshipMeet Group's mode of operation, which the Contracting Party receives as part of the collaboration, must be kept confidential.

(2) The obligation to maintain confidentiality shall not apply to such information that the Contracting Party is able to prove was already known to it beforehand or was generally known or accessible or became known by or generally accessible to the public after receipt, for which the Contracting Party is not responsible, or to which it has been given access by an authorised third party at any time.

(3) The Contracting Party shall undertake to ensure that the obligation to maintain confidentiality is complied with by its employees. Furthermore, it shall undertake to take precautions to prevent third parties from accessing information that is to be treated as confidential.

(4) This obligation to maintain confidentiality shall also continue to apply after the termination of the respective contract.

Section 9 - Data protection

Personal data shall be processed by the contracting parties in compliance with the statutory provisions. [Here](#) you can find out how the ParshipMeet Group processes your personal data in connection with the contractual relationship and which rights you have in this connection.

Section 10 Advertising

The Contracting Party shall not be permitted to use the collaboration with the ParshipMeet Group as a reference on its own communication channels such as its website, unless the ParshipMeet Group has given its express consent in text form.

Section 11 - Final provisions

(1) These General Terms and Conditions of Purchase shall apply to the following ParshipMeet Group companies: PE Digital GmbH, PARSHIP ELITE Service GmbH and ParshipMeet Holding GmbH. The ParshipMeet Group shall be entitled to transfer the rights and obligations arising from the contract underlying these General Terms and Conditions of purchase and any follow-on orders within the ParshipMeet Group.

(2) The law of the Federal Republic of Germany to the exclusion of the conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply to these General Terms and Conditions of Purchase and all legal relationships between the ParshipMeet Group and the Contracting Party.

(3) Place of jurisdiction is the registered office of the respective ParshipMeet Group company. However, the ParshipMeet Group can also opt instead to bring legal proceedings in the competent court for the registered office of the Contracting Party.

(4) Amendments and additions to the contract subject to these General Terms and Conditions of Purchase and to any follow-on orders shall only be effective with the express consent in text form of both Parties. There are no oral side agreements. Legally relevant declarations and notifications submitted by the Contracting

Party to the ParshipMeet Group after the conclusion of the contract (e.g. setting of deadlines, reminders, notice of withdrawal) require the written form to be effective.

(5) Should a provision in these General Terms and Conditions of Purchase or in the contract and/or follow-on orders be or become null and void in whole or in part or should a loophole in these terms and conditions become apparent, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision or in order to close a loophole that valid and enforceable provision that most closely approximates legally and economically what the Parties wanted or would have wanted if they had considered this aspect at the time when the contract was concluded shall be deemed to be agreed with retroactive effect.
