

Special Terms and Conditions of Purchase of the ParshipMeet Group for the delivery of facility management goods and services (as of January 2020)

Preamble

These Special Terms and Conditions of Purchase shall apply to all facility management purchases made by the ParshipMeet Group such as craftsman services, utility services or inventory purchase orders. The General Terms and Conditions of Purchase of the ParshipMeet Group shall apply in addition to these Special Terms and Conditions of Purchase.

Section 1 - Contract conclusion

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

Section 2 - Offer documents

(1) The ParshipMeet Group reserves all ownership rights and intellectual property rights in images, logos, photographs, instructions and other documents. Such documents shall only be used for the contractual service and returned to the ParshipMeet Group after completion of the contract.

(2) The above provision shall apply accordingly to substances and materials as well as tools, models, samples and other items provided to the Supplier for production. Such items shall be stored separately and adequately insured against destruction and loss at the Supplier's cost– provided they are not processed.

Section 3 - Acceptance, notice period for defects, transfer of ownership

(1) The delivery of movable items to be produced or created – as well as assembly services – requires acceptance from the ParshipMeet Group in text form. Risk is transferred upon acceptance. Implied acceptance, particularly through usage of the goods or services by the ParshipMeet Group, is excluded. Otherwise, risk is transferred to the ParshipMeet Group when the items are delivered to the receiving location and the delivery note is countersigned by an authorised employee of the ParshipMeet Group.

(2) The ParshipMeet Group shall only check the goods/services at the time of delivery for obvious quantity and quality deviations (identity, completeness and shipping damage). In the case of large deliveries, the ParshipMeet Group reserves the right to restrict the check to a random sample. Notice of a defect is deemed to be given in due time if it is given within a period of 2 weeks.

(3) The notice period for obvious quality and quantity deviations shall commence upon the handing over of the goods/services at the receiving location and in case of hidden quality and quantity deviations upon their discovery. If delivery is not made to the ParshipMeet Group but directly to a third party designated by the ParshipMeet Group, the agreed notice period for obvious defects shall commence upon delivery of the goods

at this third party. Furthermore, the ParshipMeet Group shall be exempt from the obligations to inspect and give notice of defects under Section 377 of the German Commercial Code (*Handelsgesetzbuch*, HGB). Insofar as acceptance is provided for or is required, the ParshipMeet Group shall not be subject to any requirement to give notice of defects under this clause or under Section 377 HGB.

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

(5) If the goods/services or parts thereof are rejected as not being in accordance with the contract after delivery with acknowledgement of receipt/countersignature of the delivery note or on an acceptance date, the goods/services shall be immediately collected by the Contracting Party at its own expense. The ParshipMeet Group shall be entitled to return the goods/services or partial delivery of goods/services to the Contracting Party at the latter's own expense after expiry of a reasonable collection period. Risk is also not transferred to the ParshipMeet Group in these cases before the goods/services have been handed over again against acknowledgement of receipt and/or before acceptance.

(6) Materials provided by the ParshipMeet Group remain the property of the ParshipMeet Group and have to be stored separately, labelled and managed free of charge. Processing, mixing or combining (further processing) by the Contracting Party of items provided shall be done on behalf of the ParshipMeet Group. If materials provided by the ParshipMeet Group are processed with other items not belonging to the ParshipMeet Group, the ParshipMeet Group shall acquire co-ownership in the new item in the ratio of the value of the item provided by the ParshipMeet Group to that of the other items processed at the time of processing.

(7) Upon delivery of the ordered goods/services - whether to the ParshipMeet Group or a third party designated by the ParshipMeet Group - they immediately become the property of the ParshipMeet Group. The title of ownership related to the goods/services is transferred unconditionally and regardless of whether the purchase price has been paid. However, if, in individual cases, the ParshipMeet Group accepts an offer of the Contracting Party where the transfer of ownership is conditional upon payment of the purchase price, the retention of title of the Contracting Party shall lapse at the latest upon payment of the purchase price for the goods delivered/services provided. The ParshipMeet Group shall also be entitled to resell the goods/services in the ordinary course of business before the purchase price is paid with advance assignment of the claim arising from this (in the alternative, applicability of the simple retention of title and extended to the resale). All other forms of retention of title shall therefore be excluded, especially the extended, assigned and extended for further processing retention of title.