

## **Special Terms and Conditions of Purchase of the ParshipMeet Group for deliveries and services from the facility management sector (Version: March 2023)**

### **Preamble**

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

### **1 Conclusion of Contract**

The Contracting Party shall provide the ParshipMeet Group with the Contractual Services on the basis of the arrangements in the respective agreement. These arrangements are determined by the order placed by the ParshipMeet Group, unless otherwise agreed.

### **2 Offer documents**

(1) The ParshipMeet Group shall reserve the property rights and copyrights to illustrations, logos, photos, implementation guidelines, and other documents. Such documents must be used exclusively for the contractual service and must be returned to the ParshipMeet Group upon completion of the contract.

(2) The above provision shall apply *mutatis mutandis* to substances and materials as well as to tools, templates, samples, and other items provided to the supplier for production purposes. Such items must – as long as they are not processed – be stored separately at the supplier's expense and must be insured to a reasonable extent against destruction and loss.

### **3 Acceptance, complaint period, transfer of ownership**

(1) The delivery of movable objects to be manufactured or produced shall require – as is the case with assembly services – written acceptance from the ParshipMeet Group. The transfer of risk shall take place upon acceptance. Implied acceptance, in particular by the ParshipMeet Group making physical use of the objects of performance, is excluded. Otherwise, the risk shall be transferred to the ParshipMeet Group at the time of transfer at the place of receipt and countersignature of the delivery note by an authorized employee of the ParshipMeet Group.

(2) The ParshipMeet Group shall only check the delivery/service on delivery with regard to obvious quality and quantity deviations (identity, completeness, and transport damage). With regard to extensive deliveries, the ParshipMeet Group shall reserve the right to limit itself to random spot checks. The complaint shall be deemed timely if it is made within a period of two (2) weeks.

(3) Insofar as there are obvious deviations in quality and quantity, the period for giving notice of defects shall begin with the transfer of the delivery/service at the place of receipt and, in the case of hidden deviations in

quality and quantity, with discovery thereof. Insofar as delivery is not made to the ParshipMeet Group but directly to a third party named by the ParshipMeet Group, the agreed period of notice for unresolved defects shall begin with the delivery of the goods to said named third party. In all other respects, the ParshipMeet Group shall be exempt from obligations to examine and give notice of defects in accordance with section 377 of the German Commercial Code (HGB). Insofar as an acceptance is provided for or required, the ParshipMeet Group shall not be subject to any obligations to give notice of defects according to this clause or in accordance with section 377 German Commercial Code (HGB).

(4) Payments made by the ParshipMeet Group do not constitute acceptance of the delivery/service as contractually compliant or free from defects on the part of the ParshipMeet Group.

(5) If the delivery/service or parts thereof are rejected as not being in accordance with the contract following transfer and confirmation of receipt/countersignature of the delivery note or at the time of an acceptance deadline, the delivery/service shall be collected by the Contracting Party without undue delay at the Contracting Party's expense. The ParshipMeet Group shall be entitled to return the delivery/service or partial delivery/service to the Contracting Party at the expense of the Contracting Party at the end of an appropriate collection period. A transfer of risk to the ParshipMeet Group shall not take place in such cases before the renewed transfer and confirmation of receipt or acceptance.

(6) Materials provided by the ParshipMeet Group shall remain the property of the ParshipMeet Group and must be stored, designated, and managed separately free of charge. Any processing, mixing or combination (further processing) of items by the Contracting Party shall be carried out for the ParshipMeet Group. Insofar as these are processed with other objects not belonging to the ParshipMeet Group, the ParshipMeet Group shall acquire co-ownership of the new object in the ratio of the value of the object of the ParshipMeet Group to that of the other processed objects at the time of processing.

(7) With the delivery of the ordered delivery/service – be it to the ParshipMeet Group or a third party named by the ParshipMeet Group – said delivery/service shall become the direct property of the ParshipMeet Group. The transfer of ownership of the delivery/service shall be unconditional and without regard to the payment of the price. However, if the ParshipMeet Group accepts an offer of the Contracting Party for transfer of ownership conditional upon payment of the purchase price in an individual case, the retention of title of the Contracting Party shall expire no later than upon payment of the purchase price for the delivered delivery/service. The ParshipMeet Group shall remain authorized to resell the delivery/service in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising from such a resale (alternatively, validity of the simple reservation of title extended to the resale). This shall exclude all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title, and the retention of title extended to further processing.