



General Terms and Condition of Purchase of Lufthansa CityLine GmbH (issued: July 2023)

1 Scope of application

These General Terms and Conditions of Purchase (hereinafter General T&Cs of Purchase) apply to all business relations between Lufthansa CityLine (CLH) and the third-party (Supplier) with regard to supplies and services ordered by CLH, even if these General T&Cs of Purchase are not mentioned in subsequent contracts. Terms and conditions to the contrary of a third party are expressly contradicted. Individual agreements made with the third-party in individual cases shall take precedence over these General T&Cs of Purchase unless otherwise expressly agreed. Amendments and modifications shall only be valid when given in writing.

2 Purchase order and order confirmation

- 2.1 Purchase orders by CLH and order confirmation by the Supplier must be made in each case in writing unless otherwise agreed by the parties. A purchase order can be revoked until receipt of the order confirmation by CLH. The order confirmation shall be provided within two weeks of receipt of the purchase order.
- 2.2 If the order confirmation deviates from the purchase order, CLH shall not be bound by this unless CLH has agreed to the order confirmation in writing. Taking delivery of supplies or services as well as the making of payments by CLH shall also not signify any acceptance of the order confirmation.

3 Delivery, delivery dates and default

- 3.1 Unless a deviating provision has been agreed in the purchase order, the place of delivery and place of performance is Munich.
- 3.2 Delivery dates and details about the time of performance are binding. Compliance with the delivery date or the delivery period shall be determined by receipt of the complete delivery at CLH. If the contractual service consists in the manufacture, installation or assembly of work, acceptance of the work shall be decisive.
- 3.3 The Supplier shall inform CLH of delays in the delivery immediately, stating reasons and duration. Partial deliveries/partial services and early deliveries/services shall be admissible only after prior written consent by CLH.
- 3.4 In the event of the Supplier's default, CLH shall be entitled to full statutory rights. If the Supplier defaults in compliance with the contractually agreed delivery date, the Supplier shall be obliged to pay CLH a contractual penalty of 0.2 per cent of the net order amount but at most 5.0 per cent of the net order amount for each working day of late execution. CLH's claim for performance shall remain unaffected by this. Furthermore, statutory provisions shall apply. The assertion of further damage by CLH shall not be excluded. The paid contractual penalty shall be set off against any further claim for damages resulting from the breach of duty. CLH reserves the right to assert the contractual penalty until final payment.

4 Performance of services

In the case of contracts for work and services or contracts for labor and materials, CLH shall be entitled to inspect the material, the manufacturing process and the work serving performance of the contractual services during the manufacture and until delivery of the ordered items. Should inspection be refused without a justified reason, CLH shall be entitled to rescind the contract. This inspection by CLH shall not release the Supplier from the Supplier's responsibility to deliver the ordered work punctually, free from defects and as stipulated in the contract, manufactured according to the latest state of the art.

5 Packaging and transport

- 5.1 The Supplier is responsible for and obliged to prove the proper packaging of the delivery, taking into account the respective shipping method. Unless otherwise agreed, the Supplier shall be obliged at the Supplier's expense to take back and properly dispose of packaging. Place of delivery for taking back packaging is the place of handover of the goods.
- 5.2 Delivery notes are to be affixed so they are clearly visible on the consignment packaging from the outside. They must include the purchase order number, the article description with part number, the delivery quantity and indications of any partial deliveries. Deliveries comprising several packages or packing units must be identified as belonging together.
- 5.3 Unless otherwise agreed, the shipping charges shall be borne by the Supplier. For pricing ex works or ex sales warehouse of the Supplier, the shipment is to be sent at the lowest cost in each case unless CLH requires a specific mode of transport. Additional costs due to failure to comply with a shipping instruction shall be borne by the Supplier.



6 Passing of risk and transfer of property, copyrights

- 6.1 If the contractual performance comprises the manufacture, installation or assembly of work, the risk shall pass upon acceptance, in the case of the delivery of goods without installation or assembly upon receipt at the place of receipt specified by CLH.
- 6.2 The ordered goods or works shall immediately become the property of CLH upon delivery respectively acceptance.
- 6.3 The Supplier grants CLH exclusive, freely transferable rights of use, unlimited in time and place for all known types of exploitation, to all services protectable by copyright. The full or partial exercise of the rights shall not require any further consent on the part of the Supplier.

7 Notice of defects

- 7.1 CLH shall inspect the delivered items for recognizable defects within two weeks of taking delivery. CLH must notify defects in the delivery to the Supplier immediately in writing as soon as they are determined according to the circumstances in the ordinary course of business. In this respect, the Supplier waives the objection of a delayed notice of defects.
- 7.2 The issue of a receipt of delivery and any payments made by CLH do not signify the waiver of possible claims or rights. All warranty claims shall be maintained in full.

8 Prices and payments

- 8.1 The prices stated in the respective purchase orders do not include value added tax. Additional or deviating supplies or services shall be remunerated only if a written agreement has previously been concluded in this regard.
- 8.2 The content of an invoice must meet applicable statutory requirements. A separate invoice is to be issued in each case for each purchase order. The invoice currency must correspond to the purchase order currency. The presentation of the invoices must correspond to the structure of the purchase order and include in particular the purchase order number and purchase order date. Invoice items must include as reference the purchase order item numbers and performance description as well as the indication of quantities with unit price and item price. If there is no purchase order in exceptional cases, the department and name of the ordering party at CLH must at least additionally be included; invoicing shall be in euro in such case. Where this is disregarded, CLH reserves the right to reject the invoice.
- 8.3 There are in principle two procedures for invoicing (PDF and invoice in paper form), whereby CLH shall specify the procedure applicable to the Supplier. By way of exception, several procedures can apply to a Supplier.
- 8.3.1 The following applies to invoicing in PDF form:
Invoices are to be forwarded as a single copy with the following invoice address: (Lufthansa CityLine GmbH, Südallee 15, 85356 Munich) by email to (clh@de.invoice.lufthansagroup.com).
- 8.3.2 The following applies to invoicing in paper form:
Invoices are to be forwarded as a single copy to the following address: (Lufthansa CityLine GmbH, PO Box 28 01 47, 01141 Dresden).
- 8.3.3 The following applies to invoicing in PDF and paper form:
Payments shall be made after 14 days less a cash discount of 3 percent or after 30 days without deduction. These periods shall start to run as soon as the delivery or service has been performed in full and the properly issued invoice has been received by CLH. The deduction of cash discount shall also be admissible if CLH sets off or withholds payments in an appropriate amount due to defects. The periods shall then start to run after complete remedy of the defects.
- 8.4 Invoicing shall take place in principle after performance and acceptance respectively release of the delivery by CLH.
- 8.5 In the case of a partial delivery approved by CLH, the invoice must include an indication to that effect.
- 8.6 Agreed payments on account and services to be set off against payments on account must be accordingly shown on the invoice.
- 8.7 Where a delivery is defective, CLH shall be entitled to withhold payment proportionate to value until proper performance. The deduction of cash discount shall also remain admissible. Payment terms shall otherwise commence upon the complete remedy of the defect.



9 No set-off / Assignment of receivables

- 9.1 The Supplier may only set off against receivables that are undisputed or have been recognized by declaratory judgment or exercise a right of retention.
- 9.2 The Supplier is not entitled, without the prior consent of CLH, to assign the Supplier's receivables in whole or in part to a third party or to have them collected in whole or in part by a third party.

10 Warranty

- 10.1 Unless otherwise agreed, statutory warranty provisions shall apply, subject to the following: the warranty period shall commence upon the passing of risk (delivery respectively acceptance). If the Supplier's deliveries are supplies for services of CLH to third parties, the warranty period shall start to run upon delivery to respectively acceptance by the customer of CLH.
- 10.2 The warranty period shall be extended by the time during which the defective supplies or services cannot be used as intended.
- 10.3 If there is a right of choice between different forms of supplementary performance within the scope of the warranty, CLH shall be fully entitled to such right of choice.

11 Integrity

The Supplier undertakes to comply with statutory provisions to combat corruption. In particular, the Supplier assures that the Supplier does not offer, promise or grant employees of CLH or parties related to them any undue advantages. The same prohibition applies to employees of the Supplier, vicarious agents and other third parties who act according to the Supplier's instructions.

12 Human rights obligations and environmental obligations pursuant to the UN Global Compact and *Lieferkettensorgfaltspflichtengesetz* ("LkSG") [German Act on Corporate Due Diligence in Supply Chains], fundamental principles of the ILO

- 12.1 The Supplier undertakes to comply with the ten principles of the UN Global Compact, the five fundamental principles of the International Labour Organisation (ILO) and the following prohibitions and requirements: prohibition of child labor; prohibition of forced labor and all forms of slavery, exploitation, humiliation and abuse; prohibition of disregard for occupational health and safety and protection against work-related health risks; prohibition of disregard for the right to organize, the freedom of association and the right to collective bargaining; prohibition of unequal treatment in employment; prohibition of the withholding of a reasonable wage; prohibition of the destruction of natural resources through environmental pollution; prohibition of the unlawful violation of land rights; prohibition of the commissioning or use of private or public security forces which, due to a lack of instruction or control, can lead to impairment of life and limb; prohibition of any act that goes beyond the foregoing or failure to act in breach of duty, which is directly capable of impairing in a particularly serious way a protected legal position within the meaning of Section 2 (1) LkSG and its unlawfulness is obvious when reasonably assessing all the circumstances under consideration; prohibition of the production, use and/or disposal of mercury pursuant to the Minamata Convention; prohibition of the production and/or use of substances within the scope of the Stockholm Convention (persistent organic pollutants - POPs) as well as the management of wastes containing POPs in a manner which is not environmentally sound; prohibition of the import or export of hazardous wastes within the meaning of the Basel Convention.
- 12.2 The Supplier undertakes to ensure human rights training or environmental training of such employees who are responsible at the Supplier for minimizing the risks concerned or are exposed to them. CLH can require the Supplier to prove the performance of and participation in corresponding training or to ensure that the Supplier's employees concerned participate in any relevant training offered by DLH.
- 12.3 If CLH, within the scope of its risk analyses to be performed pursuant to the LkSG, requests information from the Supplier in order to identify or evaluate human rights risks or environmental risks, the Supplier shall provide CLH with the necessary information to a sufficient extent as far as applicable law or contractual agreements permit this.
- 12.4 The Supplier consents to CLH transmitting relevant information concerning the contractual relationship with the Supplier for the purpose of risk analysis to a service provider specialized in risk analyses and having it processed there for the purpose of risk analysis on its own behalf.
- 12.5 If the Supplier ascertains a potential violation of human rights obligations or environmental obligations in relation to the performance vis-à-vis CLH in the Supplier's own business establishment or obtains knowledge of this by other means, the Supplier shall be obliged to inform CLH about this and the Supplier's measures taken as a result.
- 12.6 The Supplier shall cooperate with CLH and support CLH in the best possible way in the measures required by the LkSG with a view to ending, avoiding and minimizing human rights risks and environmental risks and violations, especially in the implementation of required preventive and remedial measures.



- 12.7 The Supplier undertakes, at CLH's request, to inform the Supplier's employees about the possibility of using the complaints procedure of CLH. Information concerning the complaints procedure is available and can be accessed at <https://investor-relations.lufthansagroup.com/de/corporate-governance/compliance/hinweisgebersystem.html>.
- 12.8 Once a year or as appropriate, CLH shall be entitled to perform an audit at the Supplier's premises and business establishments in order to identify or evaluate human rights risks and environmental risks or violations in its supply chain and to establish whether the Supplier is meeting the Supplier's obligations pursuant to this Article 12 ("Audit"), whereby CLH can have the Audit performed by a third party during the Supplier's regular business hours, who is bound by contract or for professional reasons to objectivity and confidentiality. CLH shall notify the Supplier of the Audit in writing, giving notice of two weeks in advance. The Supplier shall be entitled to take appropriate measures to protect the Supplier's business and trade secrets and to protect personal data, especially customer data. The Supplier shall bear the costs of the Audit unless the Supplier proves that a human rights risk or environmental risk or a violation of human rights obligations or environmental obligations does not exist.
- 12.9 The Supplier warrants and undertakes to comply with the expectations of the Lufthansa Group, which find expression in its Supplier Code of Conduct (https://www.lufthansagroup.com/media/downloads/de/lieferanten/LHG_Supplier_Code_of_Conduct_DE_201912.pdf).
- 12.10 The Supplier further undertakes to make best endeavors to pass on the obligations of this Article 12 to the Supplier's suppliers.
- 12.11 If CLH establishes that the Supplier is violating one of the obligations specified in Article 11 to Article 12, paragraph 11, CLH reserves the right to suspend the contract concluded with that Supplier temporarily or to terminate the contract or, where necessary also effect extraordinary termination, for good cause.

13 Liability

- 13.1 The Supplier is liable according to statutory provisions. The Supplier is liable in particular for all direct and indirect damages, including consequential damages, incurred by CLH as a result of the Supplier's supplies or services that are not according to the contract, unless the Supplier proves that the Supplier is not responsible for such damages.
- 13.2 The Supplier must comply with accepted technical rules and standards, accepted safety regulations and the relevant accident prevention, environmental and occupational health and safety regulations for the Supplier's supplies and services. If such regulations are not complied with, the order shall be deemed not properly fulfilled. CLH can claim any resulting damage from the Supplier.
- 13.3 CLH is liable in relation to the Supplier, if admissible by law, only for gross negligence and intent.

14 Third-party rights

- 14.1 The Supplier is liable for the services performed being free from third-party rights unless the Supplier is not responsible for the infringement.
- 14.2 In the event of violation according to 13.1, the Supplier shall indemnify CLH at first written request against all liabilities arising from the fact that a performance is encumbered with alleged third-party rights, in particular industrial property rights. The same applies in the case of foreign property rights which the Supplier knew about or did not know about through gross negligence.
- 14.3 CLH shall notify the Supplier immediately of the assertion of such claims directed against CLH. The Supplier shall adequately support CLH in the defense of such claims and bear costs incurred thereby, especially legal and attorney's costs. If defense or defensive measures remain reserved for CLH for legal reasons, CLH shall be entitled to an advance in the amount of the estimated defense costs.
- 14.4 If use of the services performed by the Supplier is prohibited by a judicial decision or it is the view of a party that legal action is threatened due to infringement of property rights, the Supplier shall take remedial action unless the Supplier is not responsible for the infringement. Such remedial action may consist in the Supplier obtaining the rights in dispute for CLH or modifying the Supplier's contractual services or performing them again in such a way that property rights are no longer infringed. If remedial action does not take place or remains without effect, CLH shall be entitled to rescind the contract.

15 Provision of documents

Plans, drawings, models, samples and other documents (whether in writing or other form) provided to the Supplier as well as produced by the Supplier according to information provided by CLH shall remain the property of CLH. They may be used only to process the quotation or to execute the order with CLH and may not be made accessible to third parties. After processing of the contractual relations, all documents are to be returned immediately to CLH or – if CLH so wishes – completely destroyed.



16 Confidentiality and data protection

- 16.1 All contractual and personal data (whether in written, verbal or other form) are subject to confidentiality, even where they are not identified as such. The Supplier undertakes to treat such data confidentially unless they are in any case generally accessible or expressly intended for publication or have been lawfully obtained later by third parties without breach of contract. Any disclosure of confidential information to third parties shall require consent on the part of CLH. CLH is entitled to disclose confidential information to companies affiliated with CLH within the meaning of Section 15 AktG [German Stock Corporation Act].
- 16.2 Statutory provisions and operational requirements relating to data protection must be observed. The Supplier shall accordingly bind employees and vicarious agents, who come into contact with the performance owed under the contract, to this obligation and shall deliver the record of this obligation to CLH upon request. In respect of personal data provided, relevant statutory provisions shall apply. Should additional requirements of statutory provisions or operational requirements to be applied necessitate additional protective measures, the contracting parties shall also ensure compliance with such protective measures. If commissioned processing or use of personal data is carried out, a data protection agreement must be concluded immediately according to the provisions of the General Data Protection Regulation (GDPR).
- 16.3 The Supplier undertakes to respect the confidentiality of data that have become known beyond the end of the contractual relationship as well. The Supplier undertakes, after this contract ends, to return all data and documents to CLH or – if CLH so wishes – to destroy them.

17 Naming as reference

The Supplier may advertise the Supplier's business connection with CLH only after prior consent of CLH.

18 Applicable law and place of jurisdiction

- 18.1 The law of the Federal Republic of Germany shall apply to the contractual relationship between the Supplier and CLH, to the exclusion of the UN Sales Convention and the conflict-of-laws provisions.
- 18.2 The language of the contract is German. Where other languages are used, the German wording shall prevail.
- 18.3 Exclusive place of jurisdiction for all disputes, also in litigation on documentary records and bills of exchange, arising from or in connection with this contractual relationship, its creation, validity or termination, is Munich, Federal Republic of Germany.