

General Terms and Conditions of Purchase (Non-commercial Goods and Services)**1. GENERAL**

- 1.1 The Terms and Conditions of Purchase (hereinafter "Terms") set out below apply to all orders (hereinafter "Orders") of non-merchandise goods and services (hereinafter "Good(s)" and "Service(s)") by ABOUT YOU Holding SE or its affiliated companies pursuant to Sec. 15 German Stock Corporation Act (AktG) (hereinafter "ABOUT YOU", "we" or "us") from business partners we establish or have a commercial relationship with (hereinafter "SUPPLIER" or "you") (we and you together the "Parties", or each a "Party"), but not to consumers.
- 1.2 These Terms apply exclusively. Differing or contrary terms of the SUPPLIER shall not apply except if expressly agreed upon in writing. In particular, the acceptance of Goods or Services or payment thereof by ABOUT YOU, having knowledge of differing or contrary SUPPLIER terms, does not constitute an agreement on deviating contract terms.
- 1.3 Supplementary agreements must be made in writing. A party may only refer to a verbal agreement as binding if at least one party has promptly, but no later than within 48 hours, confirmed the agreement in writing or in text form. If a written agreement is to be subsequently amended, the confirmation must expressly indicate this.
- 1.4 References to legal regulations do have clarifying purpose. Even without such a clarification, the legal regulations apply to the extent they are not directly amended or expressly excluded in these Terms.

2. ORDER PROCESSING

- 2.1 All Orders are generally placed electronically by ABOUT YOU.
- 2.2 The SUPPLIER is obliged to either (i) expressly confirm the Order or (ii) deliver the Goods or perform the Services, hence conclusively confirm the Order within a reasonable period not exceeding two (2) weeks to conclude a binding agreement. Changes to the Order shall only be valid if expressly confirmed by ABOUT YOU.
- 2.3 Unless otherwise agreed, the placing of Orders as well as the Order confirmation and further order processing shall be made by use of the ABOUT YOU electronic procurement solution tool (<https://corporate.aboutyou.de/en/about-you-coupa>).

3. PLACE OF PERFORMANCE, DELIVERY

- 3.1 The SUPPLIER is obliged to perform the Service in accordance with the specifications in the Order at the place of performance (*Erfüllungsort*) designated therein.
- 3.2 If Goods are to be delivered by the SUPPLIER, delivery shall be made DDP in accordance with INCOTERMS 2020 to the place specified in the Order. If no place is specified, delivery shall be made to the registered office of ABOUT YOU in Hamburg. The respective place of destination (*Bestimmungsort*) is also the place of performance (*Erfüllungsort*).
- 3.3 The risk of loss of and damage shall pass to us upon delivery and hand-over of the Goods to us at the place of performance.

4. PACKAGING AND LABELLING

- 4.1 Unless specifically instructed otherwise, labelling, packaging, and shipping shall be made in a shipping-specific manner in accordance with applicable laws and regulations and best market standards, as well as with the care of a prudent businessman.

5. PERFORMANCE DEADLINES AND DELIVERY TIMES

- 5.1 All our performance deadlines and delivery times are binding. The SUPPLIER is obliged to inform us immediately if circumstances occur or become apparent to the SUPPLIER which indicate that the agreed performance deadline or delivery time cannot be met.
- 5.2 We are entitled to any legal claims arising from the SUPPLIER's default, especially to compensation for damages instead of performance and to revoke the Order.
- 5.3 We are entitled but not obliged to accept any delayed Service or Goods.
- 5.4 Partial and/or early performance or delivery is only permissible with our prior written consent (e-mail sufficient).

6. INVOICING

- 6.1 The SUPPLIER shall participate in the electronic invoice processing of ABOUT YOU and shall invoice the Goods or Services via our electronic invoicing tool. This applies to all invoices unless a different invoice process has been agreed upon. Further information on our electronic invoice processing can be found at <https://corporate.aboutyou.de/de/about-you-coupa> or be requested from accounting@aboutyou.com
- 6.2 All invoices must contain the following information: (i) SUPPLIER Code (ZLKZ), (ii) ABOUT YOU's Purchase Order ID, (iii) Order date, (iv) address of performance or delivery, (v) usual commercial description of the Services or Goods, (vi) SUPPLIER's item number or EAN Code, if applicable, (vii) color, size and quantity of Goods, if applicable, (viii) ABOUT YOU's respective cost center number, if applicable, and (ix) SUPPLIER's invoice and tax number.
- 6.3 Invoices not delivered in accordance with Section 6.1 above or failing to fulfil the requirements in Section 6.2 above or not being compliant to the formal requirements of Sec. 14 of the German Value Added Tax Act (UStG), are considered not served and must, upon our request, be re-issued by the SUPPLIER.
- 6.4 If a delivery is made to more than one address, separate invoices are to be issued for each address.
- 6.5 Each shipment must be accompanied by a delivery note, but no original

invoice.

- 6.6 An invoice shall only be issued after full delivery of Goods or full performance of Services.

7. PRICES, PAYMENT TERMS

- 7.1 Agreed prices include all services and ancillary services of the SUPPLIER as well as all ancillary costs (e.g., packaging, transport costs). The SUPPLIER shall take back packaging free of charge at our request. Services performed by the SUPPLIER in addition to the agreed services and ancillary services shall only be remunerated with our prior consent.
- 7.2 All taxes, including but not limited to income taxes, duties, fees, and charges, including interest and penalties, and all other charges, whether or not in effect at the time of the initial agreement, arising out of or pursuant to this agreement shall be borne by the Party and shall be the responsibility of the Party from whom they are legally levied.
- 7.3 Payment on an invoice will be made within 60 days net from the receipt of a proper auditable invoice in accordance with Section 6.1 and 6.2 above, together with a signed proof of delivery, if applicable. In cases of partial delivery or performance in accordance with Section 5.4 the payment period shall only commence after the delivery or performance of the last part of Goods or Services.
- 7.4 The payment period shall be deemed met if we send the payment or issued a payment order to the bank by the due date.
- 7.5 We are entitled but not obliged to offset any SUPPLIER claims with any potential claims against the SUPPLIER.
- 7.6 Payments on invoices are made without prejudice for further legal claims. In particular, payment does not constitute the recognition of Goods or Services being complete or defect-free.

8. INSPECTION AND NOTIFICATION OBLIGATIONS

- 8.1 With regard to the inspection carried out by ABOUT YOU pursuant to Sec. 377 of the German Commercial Code (HGB), the SUPPLIER agrees that only obvious defects will be reported immediately; the notification on other defects shall be considered timely if they are submitted within 14 days following discovery of the defect.

9. COMPLIANCE WITH LEGAL REGULATIONS

- 9.1 The SUPPLIER warrants that the Goods and/or Services comply with all applicable laws and regulations ("Relevant Legal Regulations"), the state of the art and the agreed product specifications. In particular, Goods and the product packaging must be marketable, including but not limited to the German Product Liability Act (*Produkthaftungsgesetz*), the German Product Safety Act (*Produktsicherheitsgesetz*), the German Chemicals Act (*Chemikaliengesetz*), the German Packaging Act (*Verpackungsgesetz*), the German Chemicals Prohibition Ordinance (*Chemikalienverbotsverordnung*), the EU REACH Regulation. In addition, the SUPPLIER must comply with the relevant DIN, EN and ISO standards, unless specified otherwise.
- 9.2 To the extent possible, the SUPPLIER must ensure that upcoming Relevant Legal Regulations are considered in good time prior to their effectiveness to ensure that the Goods and/or Services will comply with the applicable legal regulations at the time of delivery or performance.
- 9.3 Upon our request, the SUPPLIER must submit proof of compliance with all Relevant Legal Regulations prior to the delivery of Goods or performance of Services.
- 9.4 The SUPPLIER furthermore undertakes to comply with our code of conduct (<https://corporate.aboutyou.de/de/compliance/business-code-of-conduct>) and all additional ABOUT YOU policies that apply in connection with the performance of Services or provision of Goods, in particular with regard to our environmental protection rules and our relevant minimum quality standards (<https://corporate.aboutyou.de/de/compliance/sustainable-sourcing-policies>), as amended from time to time.

10. LIABILITY

- 10.1 The SUPPLIER is liable for all violations of the Relevant Legal Regulations and requirements implemented by Section 9.4 above and shall upon first request (i) reimburse ABOUT YOU for any direct and indirect damage resulting from and (ii) indemnify and hold harmless ABOUT YOU from and against all claims by third parties (including reasonable expenses and legal defense costs) in connection with such violation.
- 10.2 The reimbursement and indemnification obligations set out in Section 10.1 shall not apply if the SUPPLIER can prove that it is not responsible for the alleged infringement.

11. WARRANTY AND SUPPLIER RECOURSE

- 11.1 Warranty for defective goods and services is governed by statutory regulations unless stipulated otherwise below.
- 11.2 According to the statutory regulations, the SUPPLIER is responsible for ensuring that goods have the agreed quality when the risk passes to us. In any case, the specifications of the goods that are the subject of the respective Order or that were included in the contract in any other way are considered to be an agreement on the quality.
- 11.3 Unconditional acceptance of goods or services by ABOUT YOU shall not be deemed an acceptance of the goods or services as being substantially free of defects or fulfilling the agreed quality specifications.
- 11.4 If in a warranty case the supplementary performance fails, the further warranty rights shall be available to ABOUT YOU immediately without the need to set a further deadline.
- 11.5 The SUPPLIER is obliged to accept all returns of defective goods and to immediately compensate ABOUT YOU with the full invoice amount plus any corresponding costs incurred by ABOUT YOU, in particular the additional

- charges, if any, incurred for incoming freight.
- 11.6 The return of defective goods to the SUPPLIER does not constitute a request to ship replacement Goods.
- 12. SUBCONTRACTORS**
- 12.1 Unless otherwise agreed, the SUPPLIER is only entitled to commission subcontractors or other third parties ("**Subcontractors**") with our prior written consent. Any potential Subcontractor must be commercially engaged in the service subcontracted to it and must be competent, efficient, and reliable. At our request, the SUPPLIER shall provide suitable evidence in this respect.
- 12.2 In any case, the SUPPLIER shall remain fully responsible for the performance of the contractual services and shall upon first request (i) reimburse ABOUT YOU for any direct and indirect damage resulting from and (ii) indemnify and hold harmless ABOUT YOU from and against all claims by third parties (including reasonable expenses and legal defense costs) in connection with third-party claims that are asserted against ABOUT YOU due to the commissioning of Subcontractors by the SUPPLIER.
- 12.3 Should the SUPPLIER intend to pass on Services – in whole or in part – to Subcontractors, the SUPPLIER must inform us in writing in good time, but at least two weeks prior to the scheduled performance, of the name and address of the Subcontractor as well as the services to be performed by the Subcontractor.
- 12.4 The SUPPLIER is obliged to agree with the respective approved Subcontractor on contractual provisions on qualitative and other requirements as well as confidentiality that the SUPPLIER, for its part, has undertaken to meet vis-à-vis ABOUT YOU.
- 13. MINIMUM WAGE**
- 13.1 The SUPPLIER guarantees that the wages paid to its employees are at least equal to the statutory minimum wage and that it complies with all the requirements and regulations of the German Minimum Wage Act (*MiLoG*) or any other applicable statutory minimum wage regulations ("**Minimum Wage Laws**").
- 13.2 The SUPPLIER guarantees that he is not excluded from the award of public-sector contracts.
- 13.3 In the event that the SUPPLIER, pursuant to Section 12, commissions Subcontractors to perform Services under these Terms, the SUPPLIER shall also oblige such Subcontractors in writing to comply with the Minimum Wage Laws and to verify or ensure compliance by taking appropriate measures.
- 13.4 The SUPPLIER warrants that ABOUT YOU itself or third parties authorized by ABOUT YOU is/are entitled to verify compliance with the legal obligations arising from the statutory minimum wage regulations in the Minimum Wage Laws through appropriate measures. This includes in particular the obligation of the SUPPLIER to provide ABOUT YOU upon first request with randomly selected, anonymous salary statements of its employees.
- 13.5 Should claims be made against ABOUT YOU by third parties due to violations of Minimum Wage Laws by the SUPPLIER or its subcontractors, the SUPPLIER will indemnify ABOUT YOU in full. This indemnification obligation also includes administrative fines as well as claims from social security institutions and tax authorities. In the event that ABOUT YOU is entitled to assignable claims for damages against third parties arising from a claim due to a violation of the Minimum Wage Laws, it will assign these – in the amount of the indemnification actually paid – to the SUPPLIER. Any agreed limitations of liability shall not apply.
- 13.6 If the SUPPLIER or a subcontractor engaged by the SUPPLIER breaches any Minimum Wage Laws, ABOUT YOU reserves the right to terminate the contractual relationship without notice.
- 14. INDUSTRIAL PROPERTY RIGHTS**
- 14.1 The SUPPLIER guarantees that the supply of the Goods or Services does not violate any third-party rights, such as copyrights, patents, utility patents, designs, trademarks, licenses, claims arising from competition law, etc. (hereinafter "**Third-Party Property Rights**") and are not in breach of any legal or official regulation within the Federal Republic of Germany or any other country relevant for the supply of Goods or performance of Services.
- 14.2 The SUPPLIER will upon first request indemnify and hold harmless ABOUT YOU from and against all claims by third parties resulting from a violation or an alleged violation of Third-Party Property Rights (including reasonable expenses and legal defense costs) and agrees to reimburse ABOUT YOU for any potential additional damages, including loss of profit.
- 14.3 All intellectual property rights to the drawings, samples and models provided by ABOUT YOU to the SUPPLIER (hereinafter "**ABOUT YOU Designs**"), including copyrights, trademarks and design rights, company rights or other characteristics, including know-how as well as related data (hereinafter "**ABOUT YOU Property Rights**") are the entitlement of ABOUT YOU.
- 14.4 All ABOUT YOU Designs must be returned to ABOUT YOU with the final delivery of Goods or performance of Services. The SUPPLIER is liable for the improper use of ABOUT YOU Designs and the infringement of ABOUT YOU Property Rights.
- 14.5 For each case of culpable violation of the stipulations in this Section 14, the SUPPLIER undertakes – under exclusion of the continuation context (*unter Ausschluss des Fortsetzungszusammenhangs*) – to pay to ABOUT YOU a contractual penalty in the amount of EUR 10,000.
- 15. RIGHT OF USE**
- 15.1 For work results or parts thereof created as part of or in connection with the Order ("**Work Results**"), the SUPPLIER grants us an unlimited, non-exclusive, royalty-free, worldwide, sub-licensable and transferable right of use.
- 15.2 The right of use extends to all types of use known and unknown upon entering of this contractual relationship, in particular commercial use, reproduction, display, presentation, public access, duplication, modification and distribution and, in particular, includes the whole or partial reproduction for marketing and promotional purposes in all digital and analog media (e.g., websites, onsite banner campaigns, newsletters, social media, blogs, etc., apps, movies, television, theater, catalogs, magazines, newspapers, periodicals, look-books, flyers, placards, etc.). The right of use shall be neutral of technology: i.e., for all technologies presently known and/or yet to become known.
- 15.3 The SUPPLIER assures that it is entitled to grant the aforementioned rights of use and permissions.
- 15.4 The SUPPLIER will upon first request indemnify and hold harmless ABOUT YOU from and against all claims by third parties (including reasonable expenses and legal defense costs) for the breach or the alleged breach of the preceding provisions of this Section 15 unless the violation of rights occurs as a result of a modification of Work Results made by ABOUT YOU.
- 16. CONFIDENTIALITY**
- 16.1 The SUPPLIER is obliged to maintain secrecy with regard to all information or knowledge obtained in connection with the placing of Orders by ABOUT YOU (hereinafter "**Information**") and will not use such Information for any competitive purposes. To the extent legally permissible the SUPPLIER shall impose this obligation on its employees and Subcontractors.
- 16.2 In the event of non-compliance with Section 15.1 above, ABOUT YOU shall be entitled to terminate the agreement with immediate effect for good cause. Furthermore, SUPPLIER shall compensate ABOUT YOU for all resulting damages.
- 16.3 The obligation to secrecy shall stay in force even for a period of three (3) years following the termination of expiry of the contractual relationship.
- 16.4 Disclosure or exploitation of the business relationship with ABOUT YOU in publications or for advertising purposes is not permitted.
- 17. FORCE MAJEURE**
- 17.1 The obligations of each Party under the contractual relationship will be suspended during the period and to the extent that a Party is prevented or hindered from complying with them by any cause that is unforeseeable, unavoidable and beyond the control and sphere of influence of the affected Party and for which the affected Party does not bear responsibility including (insofar as the aforementioned requirements are fulfilled in the individual case) strikes, lock-outs, act of God, war, riot, civil commotion, change in any law or compliance with any governmental order, rule, regulation or direction (except where the affected Party ought reasonably to have been able to comply with any such change in law or governmental order, rule, regulation or direction), accident, fire, flood, or storm, in connection with the performance of the Agreement ("**Force Majeure**").
- 17.2 In the event of either Party being hindered or prevented as set out in Section 16.1, the Party concerned will give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of the suspension and its cause.
- 17.3 In the event that the Force Majeure event continues for more than thirty (30) days, the Party not directly affected by the Force Majeure event may terminate the Order for good cause without notice.
- 18. CRIMINAL AND ANTI-CONSTITUTIONAL ORGANIZATIONS**
- 18.1 The SUPPLIER assures that it will refrain from entering into any type of business or other relations with terrorists, terrorist organizations or other criminal or anti-constitutional organizations. In particular, the SUPPLIER shall, through suitable organizational measures, ensure the implementation of all national and EU anti-terror laws and regulations and respective sanction restrictions as part of its business operations.
- 19. FINAL PROVISIONS**
- 19.1 The assignment of individual or of all contractual claims requires the prior written approval of ABOUT YOU. Sec. 354a of the German Commercial Code remains unaffected.
- 19.2 The SUPPLIER shall only be allowed to set off our claims with undisputed or legally established claims and with claims for damages that are in close synallagmatic relation to the claim to defect-free performance. We reserve the right to set off any claims against the SUPPLIER with any claims of any ABOUT YOU companies.
- 19.3 The place of jurisdiction shall be Hamburg, Germany; we are entitled to file action against the SUPPLIER at its registered office. The contractual relationship is governed by the laws of the Federal Republic of Germany under exclusion of the UN-CISG.
- 19.4 Terms to which a German translation has been added shall be interpreted in the meaning assigned to them by the German translation.