

DAIMLER TRUCK

General Purchase Conditions of Daimler Truck AG for IT Part A - General

1 General

1.1 Scope and Contract Formation

These General Purchase Conditions for Information Technology ("GPC-IT") shall apply exclusively in the current version at the time of contract formation to any contract for the Contractor's goods and services in relation to information technology and telecommunication technology. A contract shall be concluded upon the unconditional acceptance of the Customer's order by the Contractor. Such acceptance shall also be deemed to have occurred if the Contractor begins to undertake performance after receipt of the order.

Any general terms and conditions of the Contractor or its suppliers shall not apply, and this shall apply to any shrink-wrap, click-wrap or other pre-formulated provisions.

1.2 Group Companies of Daimler Truck AG

Any Group Company (§ 15 *et seq.* Stock Corporation Act (*AktG*)) of Daimler Truck AG may be a Customer under these GPC-IT.

Group Companies may accede to a contract, for example, by making an order with reference to such a contract. A Customer may withdraw from a contract provided that the remaining Customers in the contract assume the respective obligations of the party withdrawing. Contracts may also be assigned by a Customer to other Group Companies. The Contractor may terminate a contract if such contract becomes unreasonable for the Contractor.

Any granting of non-exclusive rights of use shall always also include an authorisation for Group Companies or third parties to exercise such rights of use for the purposes of the Customer and the Group Companies.

Any granting of exclusive rights of use shall always include the right to transfer such rights of use to Group Companies and third parties as well as to sub-license such rights accordingly.

1.3 Order of Priority

Unless expressly agreed otherwise, the following shall constitute an integral part of a contract in this order of priority:

1. the accepted order of the Customer (contract) with annexes,
2. the Special Provisions of the GPC-IT (Parts B - M) with their annexes,
3. the provisions of this General section of the GPC-IT (Part A) with annexes,
4. the General Purchase Conditions of Daimler Truck AG and
5. the technical performance description of the Contractor's offer (excluding any commercial and legal content).

2 Organisation of Contractual Performance

The Contractor shall perform a contract at its own responsibility. The Contractor alone shall be entitled to issue instructions to deployed personnel. The Contractor shall ensure that personnel deployed by it are not integrated into a company of the Customer or any Group Company. Personnel deployed by the Contractor shall not enter into an employment relationship with a Customer, even if contractual performance takes place at the premises of a Customer.

Before the commencement of any contractual performance, the Contractor shall name a responsible contact person to the Customer and any change of contact persons shall be notified in good time. In the case of the provision of goods or services at the Customer's premises, the Contractor shall comply with the respective applicable safety and security regulations as well as data protection and security guidelines, which the Customer shall make available to the Contractor upon request. When accessing the Customer's information and telecommunication technology, the Contractor shall strictly observe the applicable data protection and security guidelines, including in cases of any remote access.

The Contractor further undertakes to comply with any additional or amended guidelines provided by the Customer. This shall not apply if such would be unreasonable for the Contractor and the Contractor objects to the respective guidelines in writing to the Customer (with the reasons therefor) without undue delay after becoming aware of such.

Upon termination of a contract, any access authorisations of respective personnel of the Contractor to the systems and premises of the Customer under the contract shall end. At the same time the Contractor shall return any badges or other items provided for authentication (e.g. tokens, smart cards).

3 General Performance Obligations

3.1 Provision of Goods and Services

The Contractor shall provide its performance in accordance with recognised technical and quality standards at the time of the conclusion of the contract. Any hardware shall be CE-certified and delivered in accordance with the applicable VDE and UVV regulations in force. Software shall be provided in compliance with GoDV and relevant quality standards.

Deliveries shall be comprehensively checked and tested before being made available.

3.2 Check for Malware

The Contractor shall examine deliveries and services as well as all data carriers used within the scope of the performance or electronically (e.g. via e-mail or data transfer) transmitted deliveries and services for malware (e.g. Trojans, viruses, spyware, etc.) using the most up-to-date testing and analysis procedures prior to the provision or use of such and shall thereby ensure freedom from malware. If malware is detected, the data carrier shall not be used. If the Contractor detects malware on the Customer's premises, it shall notify the Customer thereof without undue delay. The same obligations apply in relation to any form of electronic communication.

3.3 Payments to Personnel

The Contractor undertakes to provide the minimum wage stipulated within the framework of the statutory and collectively agreed provisions, in particular the Employee Posting Act (*Arbeitnehmerentsendegesetz*) and the relevant collective agreements, as well as agreed surcharges including social security contributions, employment promotion and social security contributions to employees and marginal part-time employees.

3.4 Place and Time of Performance

Performance shall be provided at the agreed place of performance by the agreed date. Otherwise, any risk related to price and performance shall not pass to the Customer.

3.5 Use of so-called "Open Source Software"

The Contractor is not permitted to include so-called "free software" or "open source software", i.e. software that can routinely be obtained free of charge and open source (OSS), in software developments for the purpose of fulfilling the contract. This also applies if licence and usage conditions expressly permit the use of these OSS for software development in original, modified, derived or other form.

The use of OSS may be permitted in individual cases if the Contractor (i) applies in writing to the Customer for the use of an OSS, (ii) submits the associated licensing and usage provisions, (iii) communicates the reasons (advantages/benefits) for the use of OSS and (iv) the Customer consents in writing to the use of this OSS for the performance of the contract.

Use of OSS without the prior written consent of the Customer shall be deemed a material breach of a contractual duty. If any contractual performance of the Contractor contains OSS not consented to by the Customer, this performance shall be deemed defective.

4 Support by Customer

4.1 Support

The Customer shall provide the necessary support in good time, insofar as this is agreed in the contract.

4.2 Right of Access

In the event of any performance at the premises of the Customer, the Customer shall grant the Contractor the necessary access to the premises subject to prior agreement.

4.3 Documentation

The Customer shall provide the Contractor with requested documentation or information – insofar as such is available – by the agreed deadlines. If information or documentation cannot be procured or disclosed due to third party rights, this shall not constitute insufficient cooperation. Any additional costs resulting therefrom shall not be borne by the Contractor.

All technical equipment, documentation, information or data carriers provided by the Customer may be used only for the contractual performance. The above must be returned by the Contractor after the completion of the contract, including any copies made, or such must be destroyed in accordance with section 7.1 of these GPC-IT; such destruction is to be confirmed to the Customer in writing upon request. Any right of retention in relation to data, information, documentation or other working materials is hereby excluded.

4.4 Duty to Notify of Non-Compliance

The Contractor shall give written notice of any inadequate cooperation on the part of the Customer without undue delay. Failure to do so shall mean that the Customer is not in default in this regard and the Contractor is not entitled to claim for a lack of cooperation. The Customer shall be liable for insufficient or delayed cooperation insofar as it is responsible for such.

5 Changes to Performance

The Customer may request changes to contractual performance at any time. The Contractor may object to such a change request insofar as the implementation of the change request is unreasonable for the Contractor. If the Contractor incurs additional expenses as a result of any such changes, the Contractor may demand an appropriate adjustment of the term and of the remuneration in accordance with the agreed rates, and such must be recorded in writing. If no agreement is reached, the Customer may give notice of an extraordinary termination of the contract for the specific performance intended to be changed provided that the Customer cannot reasonably be expected to comply with the contract without the requested change.

6 General Remuneration Provisions

6.1 Basis for Remuneration

The basis for the Contractor's right to remuneration shall always be the Customer's written order unconditionally accepted by the Contractor or, a written contract between the parties. If payments are made by the Customer, this shall not constitute consent to any deviation from the order.

Any right to remuneration exceeding that under the order shall require a prior written order of the Customer unconditionally accepted by the Contractor.

6.2 Travel and Incidental Expenses

If any reimbursement of travel costs or incidental costs and expenses is agreed, the "Travel and Incidental Costs Regulation of Daimler Truck AG - NP.50.20.100" shall apply.

6.3 Remuneration with Premature Termination of Contract

If the Customer terminates a contract prematurely in whole or in part, the Customer shall pay for any performance duly provided up to the time of termination, insofar as the Contractor is not responsible for the termination. The contractual performance rendered up to the time of termination shall be handed over to the Customer in accordance with the contractual provisions. Any further or additional rights to claim on the part of the Contractor are excluded in such cases.

6.4 Invoicing

Payments shall be made only on the basis of invoices issued by the Contractor in accordance with the respective statutory provisions. Invoices must be sent to the invoice address stated in the order.

If any necessary information of the Customer required for invoicing is not available in time, the Contractor shall inform the Customer of such without undue delay. This relates to the following:

- a) Call-off number for invoicing or, if not available,
- b) the order number of the Customer or, if the Customer does not use the NACOS or proCure systems,
- c) corresponding order data (at least name of ordering party, contact person, HPC, organisational unit, telephone number, account assignment and/or cost centre).

Invoices for services must be accompanied by the proof of performance signed and approved by the responsible employee of the Customer.

6.5 Tax

All remuneration shall be subject to the addition of German value-added tax as required by law.

Other taxes may be charged in addition to the agreed remuneration only if they are tax-neutral for the Customer, i.e. can be deducted by the Customer from its tax liability.

The Contractor and the Customer shall endeavour to take all measures to achieve a possible reduction or elimination of taxes which may be incurred in connection with this contract in accordance with national regulations and any applicable treaty for the avoidance of double taxation between the country in which the Contractor has its registered office and the country in which the Customer has its registered office ("treaty"), in case such a treaty exists.

All taxes and duties of any kind incurred in connection with payments made by the Customer and imposed on the Contractor by tax authorities shall be borne by the Contractor. All taxes and duties of any kind imposed on the Customer in connection with payments by the Customer in the country in which the Customer has its registered office shall be borne by the Customer. The above rate shall not apply to taxes on income imposed or withheld in accordance with national regulations or any treaty.

In addition, the Contractor shall fulfil all necessary tax obligations in connection with the provision of goods or services in the respective country and shall provide the Customer or Group Company or third party designated by the Customer with all necessary evidence required to ensure that the Group Company or third party procuring the goods or services via the Customer can also undertake the payment of the remuneration agreed with the Customer. The Contractor shall ensure that these requirements are also met by any sub-contractors engaged by it.

6.6 Retention and Set-off

The Contractor may claim a right of retention or a right to refuse performance or a set-off only insofar as its counterclaim has been legally established or is undisputed.

6.7 Retention and Accidental Destruction

The Customer may, to a reasonable extent, withhold any forfeited contractual penalty, default damage, additional expenses or any agreed security amount from any remuneration of the Contractor. The Contractor shall not be entitled to any remuneration if the performance has been lost before the transfer of risk to the Customer.

7 Confidentiality/Data Protection/Information Security/Retention

7.1 Confidentiality

The Contractor shall treat as confidential any information and knowledge - in particular business or trade secrets - of a technical, commercial or organisational nature obtained by the Customer in the course of the cooperation and shall neither exploit any such information or knowledge itself nor make such accessible to any third party during or after the term of the contractual relationship.

All information obtained by the Customer or its Group Companies or created within the scope of the order, including the work results, shall be returned to the Customer by the Contractor after the fulfilment of the order, including all copies made or, such shall be deleted and/or destroyed at the Customer's request. In the event of any deletion and/or destruction, any reconstruction of the information must be prevented. The complete return and/or deletion and/or destruction shall be confirmed to the Customer in writing upon request.

This obligation to maintain confidentiality shall not apply to information which is lawfully in the public domain or otherwise lawfully obtained - including from any third party - as well as any independent development of the Contractor outside the performance for the Customer. The Contractor shall have the burden of proving the existence of these prerequisites.

Statutory and official duties of disclosure shall remain unaffected hereby. The Customer may disclose confidential information of the Contractor to Group Companies and its vicarious agents subject to confidentiality obligations.

Insofar as special legal requirements apply to financial services, for example with regard to bank secrecy, these shall be observed by the Contractor.

7.2 Data Protection

The Contractor shall comply with all data protection regulations in the respective applicable version. The Contractor shall ensure that personnel are aware of data protection obligations and process personal data only on the instructions of the person responsible. Proof that this obligation has been fulfilled shall be submitted to the Customer or its data protection officer upon request.

Upon request, the Contractor shall inform the Customer of the name(s) and contact details of the contact person(s) for data protection and information security.

If personal data is processed by the Contractor outside the European Economic Area (EU states plus Iceland, Liechtenstein, Norway) or a state for which the EU Commission has not determined an adequate level of data protection, or if the Contractor processes data from states outside the European Economic Area and no adequacy decision has been issued by the EU Commission, and personal data is accessed, the Contractor undertakes to agree on the relevant EU standard contractual clauses or the data processing must be subject to binding corporate rules which are deemed sufficient by the competent supervisory authority with regard to the adequacy of the level of data protection.

7.3 Information Security

The Contractor undertakes to immediately and effectively protect all information and data of the Customer in accordance with the current state of the art against unauthorised access, modification, destruction or loss, unauthorised transmission, other unauthorised processing or any other misuse. When protecting the Customer's data, all precautions and measures in accordance with the currently recognised state of the art shall be observed in order to archive and restore data files in a loss-proof and legally secure manner at any time. In all other respects, the annex **"Basic Information Security Requirements - NP.50.14.110"** shall apply.

7.4 Storage

The Contractor's obligation to store documents shall end 10 years after termination of the contractual relationship or 6 months after delivery of the written request to the respective Customer to collect the documents, unless the Customer requests the destruction of the documents by the Contractor.

8 General Default and Delay in Performance

8.1 General

Deadlines and delivery periods agreed in writing are binding. The Customer must be informed without undue delay of any impending delay.

8.2 Delivery and Delay in Delivery in Purchase Contracts and Contracts for Work and Services (*Werkverträge*)

Timely delivery in compliance with the contract shall be established by having regard only to the actual time and place of delivery in fact. If the Contractor is in default with the performance, the Customer may withdraw from the contract and claim damages *in lieu of* performance after non-compliance following the expiry of a reasonable grace period.

8.3 Additional Expenses for the Customer

In the event of default or delay, the Contractor shall further compensate the Customer for any additional expenses incurred as a result. Any further or additional claims of the Customer shall remain unaffected hereby.

9 Defect Liability

9.1 Liability for Defects in Goods or Services

9.1.1 Defects in Goods or Services

An item shall be free of defects only if it has the due characteristics and quality at the time of the transfer of risk, and in particular, if it has the agreed quality. Insofar as the quality is not agreed, an item is free of defects if it is suitable without limitation for the purpose contractually-presumed and if it corresponds at least to the specifications in its documentation.

A defect shall be deemed to exist in the event of improper installation by the Contractor, if the description or installation instructions or the operating, use or maintenance manual (collectively "Documentation") is defective or if the performance does not correspond to the currently recognised state of the art at the time of delivery.

It shall also be deemed to be a defect if the Contractor delivers a different product or service to that ordered or if any quantity delivered is less than that agreed.

9.1.2 Defects not Recorded during Acceptance or Handover

If an acceptance or handover report has been drawn up after the handover of the performance, the Contractor shall remedy any defects recorded therein without delay. Defects not recorded in the acceptance or handover report shall be remedied by the Contractor without undue delay and free of charge after notification by the Customer within the limitation period. The Customer shall be entitled to claim for improper performance even if it has not made the acceptance declaration conditional upon known defects.

9.1.3 Limitation Period

The limitation period for defects is 2 years from the date of acceptance or handover. The limitation period shall be suspended by any notice of defect by the Customer.

9.2 Liability for Defects of Title

9.2.1 Third Party Rights

The Contractor shall provide its performance free of third party rights. In particular, the exercise of the rights of use which the Contractor has undertaken to grant may not be impaired by any rights of third parties.

9.2.2 Assertion of Claims and Defence by Customer

Should any third party claim against the Customer due to the infringement of third party's rights, the Contractor shall indemnify the Customer against such a claim and shall assume at its own expense the defence of such claims. The Customer shall inform the Contractor without undue delay of any such claims by third parties. If the Contractor does not defend such claims or fails to do so to the required extent, the Customer reserves the right to undertake any and all defensive measures.

The Customer shall provide the Contractor with the information and documents available to it for the defence of such claims.

The Contractor shall reimburse the Customer for the costs incurred by the latter in connection with the defence of such claims, unless such are reimbursed by a third party.

9.2.3 Defence Options for the Contractor

In the event of an infringement of property rights, the Contractor may, at its own discretion, modify the relevant performance or replace it with another performance in such a way that the rights of third parties are no longer infringed, but the agreed use of the affected performance continues to be guaranteed without restriction, or procure a right for the Customer to continue using the performance.

Any additional expenses incurred by the Customer as a result shall be reimbursed by the Contractor. If the Contractor is no longer able to fulfil its performance obligations in accordance with the contract due to the infringement of rights, the Customer may withdraw from the contract relating to the infringement of rights.

9.2.4 Limitation Period for Defects of Title

The limitation period for claims based on defects of title shall be two years and shall commence at the end of the calendar year in which the claim arises and the Customer becomes aware of the infringement of the property right and the entitled claimant or, should have become aware thereof without gross negligence. The limitation period shall be suspended by any notice of defect by the Customer.

10 Liability

10.1 Legal Liability

The provisions of statute law shall apply to the liability of the Contractor and Customer.

10.2 Loss and Damage to Group Companies

In addition to compensation for its own loss or damage, the Customer may claim compensation for loss or damage suffered by other Group Companies in relation to any performance as if it were the Customer's own damage.

11 Extraordinary Right of Termination of Customer in Relationship of Continuing Obligations

Either party may terminate a relationship of continuing obligations for good cause with immediate effect or withdraw from the contract.

Good cause shall be deemed to exist in particular if an application to commence insolvency proceedings over the assets of the other party have been rejected due to a lack of assets.

Good cause for the Customer shall also be deemed to exist if

- a) the performance of the contract is recognisably jeopardised by the Contractor's inability to perform, or
- b) the Contractor ceases its performance, or
- c) the Contractor or its legal successor fails to perform in accordance with the contract notwithstanding a demand to do so having been issued with a reasonable grace period for compliance having been set, or
- d) circumstances become apparent which give rise to the presumption of bogus self-employment on the part of the Contractor.

12 Commissioning of Subcontractors, Involvement of Third Parties

12.1 Subcontracting

- 12.1.1 The Contractor shall be entitled to engage subcontractors and to assign performance in whole or in part to subcontractors only with the prior written/electronic approval via the supplier database (SDB) of the Customer's purchasing department.
- 12.1.2 Any consent by the Customer to subcontracting may be conditional and is revocable. The Customer shall be entitled to revoke such consent with immediate effect in particular if, in the course of status determination proceedings, it transpires through a hearing or decision by the German Pension Fund (*Deutsche Rentenversicherung*) that a dependent employment relationship is established with the subcontractor or that such a relationship is to be assumed.
- 12.1.3 The Contractor shall ensure that any subcontractors engaged are made subject to the same obligations as those applicable towards the Customer, in particular with regard to confidentiality and data protection.
- 12.1.4 The Contractor shall contractually ensure in relation to its subcontractors (and shall provide evidence of such at the Customer's request) that any further subcontracting to sole traders or partnerships (*GbR*) (sub-subcontractors) is excluded, insofar as the performance is or is to be carried out in whole or in part by a principal thereof (owner of a sole trader or partner of a *GbR*).
- 12.1.5 The Contractor shall be responsible for ensuring that the prohibition in section 12.1.4 is observed throughout the entire related chain of other subcontractors.
- 12.1.6 The Contractor warrants that each of its subcontractors and any sub-subcontractors throughout the entire related chain complies with the statutory minimum wage requirements for its personnel.
- 12.1.7 The Contractor shall disclose to the Customer at any time upon request in relation to the entire related chain which subcontractors are and were employed for the complete or partial fulfilment of its contractual performance obligations in relation to the Customer.
- 12.1.8 The Contractor shall be liable to the Customer for any fault on the part of the subcontractors and vicarious agents engaged by the Contractor as if such fault were that of the Contractor itself.
- 12.1.9 If the Contractor breaches any of the aforementioned obligations, warranties or covenants in sections 12.1.1 – 12.1.7, the Contractor shall be liable to the Customer for any and all resulting loss or damage. Furthermore, the parties agree that a breach of the provisions of this section 12.1 constitutes a material breach which entitles the Customer to terminate the existing contract with the Contractor for good cause with immediate effect.

12.2 Involvement of Third Parties (including Subcontractors)

- 12.2.1 The Contractor shall ensure that third parties engaged by it also provide the Customer directly with the information and documentation necessary and useful for the performance of the contract and, upon request, shall provide the Customer without unreasonable delay with information on questions in connection with the performance of the contract.
- 12.2.2 The Contractor may use foreign employees subject to work permit requirements for the contract performance only if such persons are employees of the Contractor. Furthermore, it is a prerequisite that such employees are in possession of a residence and work permit valid for the territory and period of the work. The Contractor shall satisfy itself of the existence of these prerequisites prior to the employment of such persons.
- 12.2.3 The Contractor shall inform the Customer if the Contractor is the subject of any investigation by the competent authority due to a violation of the provisions of the law on work permits or residence permits or the law on the posting of employees.
- 12.2.4 Any use of third parties is permitted only with the prior written consent of the Customer if personal data is to be processed outside the European Economic Area (EU states plus Iceland, Liechtenstein, Norway) or a state for which the EU Commission has not determined an adequate level of data protection or if personal data is accessed from states that lie outside the European Economic Area or a state for which the EU Commission has not determined an adequate level of data protection. Consent is conditional on the third party's commitment to comply with the relevant EU standard contractual clauses or the data processing is subject to binding corporate rules that are deemed sufficient by the competent supervisory authority with regard to the adequacy of the level of data protection. Third parties are vicarious agents of the Contractor. The contractual agreements between the Contractor and the third party shall be developed by the Contractor in such a way that these agreement correspond to the agreements in the contractual relationship between the Customer and the Contractor pursuant to section 7.

13 Cooperation with Other Entities

The provision of performance for the Customer may require cooperation with entities which are commissioned with additional (part) performance. The Contractor shall cooperate with these entities in an appropriate manner to ensure the best possible performance of the contract for the Customer and, if necessary, shall exchange information relevant to the contract, taking into account Clause 7.

14 Customer as Reference and Use of Logo

The parties shall not report publicly on contracts and shall treat such confidentially. The Contractor is not entitled to use the name, company logo or registered trademarks or samples of the Customer as a reference, either online or offline, unless the Customer gives its written consent.

15 Miscellaneous

15.1 Export Regulations

The Contractor shall inform the Customer if goods provided (including software and technology) are covered by export control lists (e.g. Common Military List, Annex I of the EC Dual-Use Regulation 428/2009, U.S. Commerce Control List) according to German, EU or U.S. export control law as well as the national export control law of the country of origin of the goods.

If goods provided constitute "US goods" within the meaning of U.S. export control law (= items subject to the EAR or subject to the ITAR), the Contractor shall inform the Customer of this at the latest upon delivery. U.S. goods are goods manufactured in the USA, goods supplied by U.S. territories or goods manufactured abroad with a U.S. share in the value of 25% or more, or 10% in the case of re-exports to Cuba, Iran, Syria, North Korea or Crimea/Sevastopol. If the goods provided contain U.S. components, the Contractor is also obliged to provide the value (usual purchase price or current market price) of the U.S. component in total as well as the applicable export control classification (ECCN XXXXX or EAR99), provided this information is available to the Contractor. In order to fulfil the aforementioned notification obligations, the Contractor shall notify the relevant export list numbers (e.g. position of the German export list or Annex I of the EC Dual Use Regulation 428/2009, Export Control Classification Number [ECCN], U.S. Munitions List [USML], etc.) and, if applicable, the value of corresponding U.S. components in the goods of the relevant goods items, stating the DTAG part number (if available or known) to the Customer's central export control department (mail to:

mbox-096-exportkontrolle@daimlertruck.com).

Furthermore, the Contractor shall inform the Customer without undue delay of any changes in connection with export control-relevant data of delivered goods. Questions in this connection shall be addressed to the above-mentioned e-mail address. The Contractor shall compensate the Customer for any damage caused by a breach of this duty to inform.

15.2 Compliance

The Contractor shall not commit any acts and shall refrain from any acts which may lead to criminal liability for fraud or breach of trust, insolvency offences, offences against competition, granting of advantages, acceptance of advantages, bribery, corruption or comparable offences by persons employed by the Contractor or other third parties. In the event of any breach of this provision, the Customer shall be entitled to withdraw from or terminate all legal transactions with the Contractor with immediate effect and break off all negotiations.

Without prejudice to the foregoing, the Contractor shall comply with all laws and regulations concerning the Contractor and the business relationship with the Customer.

15.3 Notification in Event of Insolvency or Impending Insolvency

The Contractor shall inform the Customer in good time of any imminent or existing payment difficulties or any possible insolvency or filing or any application for insolvency.

15.4 Assignment of Rights

Any assignment of rights or obligations of the Contractor is permissible only with the written consent of the Customer. This does not apply to any assignment to Group Companies of the Customer. §354a of Commercial Code (*HGB*) remains unaffected.

15.5 Severability

If any individual provisions of these GPC-IT are or become ineffective, unenforceable or contain any omission, the remaining provisions shall remain effective. The parties undertake to replace any ineffective, unenforceable or missing provisions with such effective provisions that come as close as possible to the originally-intended meaning and commercial purpose as well as the intention of the parties.

15.6 Writing

There are no agreements between the parties that deviate from or go beyond the written contracts. Any amendments or supplement to a contract must be made in writing. This also applies to any waiver of the written form (*Schriftform*) requirement. The Customer shall accept offers of the Contractor only expressly and in writing; silence shall not be deemed to be acceptance.

A written form within the meaning of these General Terms and Conditions shall only be deemed to have been complied with if a signed written declaration is sent by post in the original or by fax. In addition, only the transmission of documents via the System Accept (insofar as this is used by the Contractor) or by means of an advanced or qualified electronic signature within the meaning of EU Regulation No. 910/2014 of 01.07.2016 ("eIDAS Regulation") including any successor regulations of signed electronic documents shall satisfy the written form requirement. The written form cannot be satisfied in any other manner, in particular not by any electronic or text form (*Textform*) deviating from the above.