

General Terms and Conditions of Purchase

1. Scope of application

These General Terms and Conditions of Business govern the legal relationship between the supplier and Lufthansa Seeheim GmbH ("LHSH") for any and all deliveries and services ordered. They may be supplemented by additional agreements in individual orders. Any amendments or additions must be made in writing in order to be valid. Contradictory General Terms and Conditions will not apply even if not specifically rejected in the individual case.

2. Purchase order and order confirmation

2.1 LHSH is free to withdraw its order until such time as the supplier's written order confirmation is received. The order confirmation is to be issued within two weeks of receipt of the order.

2.2 Should the order confirmation differ from the order, then LHSH shall only be bound to it if the company accepts said deviation in writing. Nor shall the acceptance of deliveries or services or any payments effected by LHSH constitute acceptance.

3. Delivery, delivery dates and delays

3.1 The contractual deliveries shall be made to the place defined by LHSH.

3.2 Delivery dates and details regarding the time of delivery are binding. Compliance with the delivery date or delivery time shall be determined by the receipt of the goods by LHSH. Should the contractual performance consist of the manufacture, installation or assembly of an item, then the acceptance of the same shall apply. The supplier shall inform LHSH promptly of any foreseeable delays in the delivery.

Part and early deliveries are to be agreed in advance with LHSH.

3.3 In the event of a delay on the part of the supplier, LHSH shall be entitled to the full legal rights. In the event of delay on the part of the supplier, LHSH shall be entitled to assert a penalty of 0.25% of the full order value per day to a maximum of 5 (five) % of the total order value. This penalty shall be deducted from the total amount of any claim for loss caused by the delay. LHSH reserves the right to apply the contract penalty up to the point of final payment.

4. Packaging and Transport

4.1 The supplier is responsible for providing and confirming the proper packaging and appropriate form of dispatch. Unless otherwise agreed, the supplier shall be obliged to take back the packaging at its expense and dispose of it correctly. The place of performance for taking back the packaging shall be the place of physical delivery of the goods.

4.2 Delivery notes are to be attached on the outside of the packaging and must contain the order number, the item description and number, the quantities and information concerning any part deliveries. Deliveries consisting of several parts or packages are to be marked as belonging together.

4.3 Unless otherwise agreed, the delivery costs shall be paid by the supplier. If the price is ex works or ex supplier's warehouse, then delivery is to be carried out at the lowest possible cost unless LHSH has prescribed a specific method of transportation. Additional costs incurred by the failure to observe the forwarding instructions shall be paid by the supplier.

4.4 If the price is free to destination, the supplier shall be free to define the method of transportation. Additional costs required for expedited transportation of the consignment in order to meet a delivery date shall be paid by the supplier.

4.5 Transportation of the goods being delivered shall be at the risk of the supplier. The supplier shall arrange for insurance at his discretion.

5. Risk and title, copyrights

5.1 Should the contractual performance include the manufacture, installation or assembly of an item, then the risk shall transfer to the receiving station on acceptance and, in the case of the delivery of goods without installation or assembly, on receipt at the reception point stipulated by LHSH.

5.2 The ordered goods or items shall become the property of LHSH directly on delivery or acceptance.

5.3 The supplier shall grant LHSH the exclusive and freely transferable user rights, unrestricted by time and territory, to all copyrighted performances for all known types of use. No further agreement on the part of the supplier shall be required at any time, even in the future, for the full or partial execution of the rights.

6. Notification of defects

6.1 LHSH shall check the delivered goods for obvious defects within two weeks of their acceptance. LHSH shall directly inform the supplier in writing of any defects as soon as they are established in the course of due and proper business procedures. The supplier shall waive any objection of a delayed notice of defect. 6.2 The issue of receipts of delivery and any payments made by LHSH do not signify a waiving of the right to assert claims or rights. Any and all warranty claims shall be retained.

7. Prices, payments and offsets

7.1 The prices stated in the various orders do not include VAT. They are fixed prices, and exclude additional claims. Payments for additional or deviating deliveries or services shall only be made by prior written agreement.

7.2 Invoices are to be sent as single paper copies to the following address: Lufthansa Seeheim GmbH, Postfach 11 80, 61362 Friedrichsdorf.

The contents of an invoice must comply with the valid legal requirements. A separate invoice is required for each order. The invoice currency must be the same as the order currency. The layout of the invoices must match the structure of the order. The invoices must contain the order number and the order date as references. The invoice items must contain the order item numbers, the e-class number, the performance description and the quantities with unit and item prices as references. If, in an exceptional case, there is no purchase order, then the department and name of the procurer at Lufthansa must be contained as a minimum; in this instance the invoice will be issued in euros. In the event of failure to comply, Lufthansa reserve the right to refuse the invoice.

7.3 Invoices are to be issued once the service has been rendered.

7.4 In the event of a part delivery approved by LHSH, then the invoice shall contain a reference to that effect.

7.5 Any agreed part payments are to be identified as such in the invoice.

7.6 Unless otherwise agreed, payments will be made after 14 days minus 3% discount or 30 days net. Deadlines commence once the delivery or service has been rendered and the properly completed invoice has been received at the central Lufthansa invoice address. Discounts shall also be permitted if LHSH sets off or retains appropriate payments in the event of defects. The deadlines shall then commence on complete rectification of the defects.

7.7 The supplier may only offset undisputed or legally binding claims against LHSH.

8. Warranty

8.1 Unless otherwise agreed, the statutory warranty regulations apply as follows: the warranty period commences on transfer of risk (delivery or acceptance). Should the deliveries by the supplier represent subdeliveries to the services of LHSH towards third parties, then the warranty period shall commence at the time of the delivery to the principal of LHSH or its acceptance of the same.

8.2 The warranty period shall extend by the period for which the defective delivery or service cannot be used as intended.

8.3 Should the warranty offer the choice of various kinds of supplementary performance, then LHSH shall be entitled to this choice.

9. Integrity; environmental and social standards

9.1 The supplier shall observe the legal anti-corruption regulations. In particular, he shall undertake not to offer, promise or grant any inadmissible benefits to staff at LHSH or any individuals close to them. The same ban applies to staff of the supplier, agents and other third parties acting on instructions of the supplier.

9.2 As a socially responsible company, LHSH observes internationally recognised environmental standards and the fundamental labour standards of the international labour organisation as contained in item 2 of the ILO declaration of 18 June 1998 ("Fundamental Principles and Rights at Work"), and expects its suppliers to do the same.

9.3 Should LHSH find that the supplier violates one of the standards listed in items 9.1 or 9.2, then LHSH shall reserve the right to terminate the contract with this supplier, extraordinarily if appropriate, and to charge a penalty for breach of contract for each case of culpable breach.

10. Liability

10.1 The supplier shall be liable under the statutory provisions. In particular, the supplier shall be liable for any losses, including consequential losses, experienced by LSH as the result of non-contractual delivery or performance by the supplier unless the supplier is able to prove that such damages are not its responsibility.

10.2 For its goods and services the supplier shall observe the recognised rules of technology, the recognised safety regulations and the relevant accident prevention, environmental and occupational safety regulations. Failure to observe these rules shall result in the order being considered as not properly fulfilled. LSH can claim against the supplier for any resulting loss.

11. Third party rights

11.1. The supplier shall be liable for ensuring that the services rendered are free from third party rights unless the infringement is not its responsibility.

11.2. In the event of an infringement as per item 11.1, the supplier shall, on the first written request, indemnify and hold harmless LSH from any and all liabilities resulting in the event of a performance being subject to any third party rights, and in particular industrial property rights. The same shall apply in the event of foreign industrial property rights known or not known to the supplier by gross negligence.

11.3. LSH shall inform the suppliers of the assertion of any such claims against them without delay. The supplier shall provide LSH with the appropriate support in defending against these claims and assume any costs incurred, especially court costs and lawyer's fees. Should any defence measures be reserved for LSH for legal reasons, then LSH shall be entitled to an advance of the amount of the estimated defence costs.

11.4. If the use of the service rendered by the supplier is prohibited by a court decision, or if one party believes there is a risk of a lawsuit on the ground of violation of industrial property rights, then the supplier shall rectify the situation unless the supplier is not responsible for the violation. This remedial action may take the form of the supplier obtaining the rights in dispute for LSH or amending its contractual performance or rendering it again in such a way that no protective rights are violated. If no remedial action is carried out, or it is unsuccessful, then LSH has the right to rescission.

12. Plans, documents, drawings

Any plans, drawings and other documents provided shall remain the property of LSH and are to be returned directly on completion of the contract.

13. Secrecy and data protection

13.1. All data concerning the contract and individuals (in written, verbal or any other form) are subject to confidentiality even if not specifically annotated as such. The supplier shall treat all such data with confidentiality unless it is generally accessible to the public or specifically intended for publication or subsequently acquired by third parties without breach of contract. The approval of LSH is required before any confidential information may be passed on to third parties. LSH is entitled to pass on confidential information to companies affiliated with Deutsche Lufthansa AG as defined in Section 15 AktG ("Affiliated Companies"; list available in the respective current financial statement at: <http://investor-relations.lufthansa.com/de/finanzberichte.html>).

13.2. The legal and company regulations concerning data protection are to be observed. The supplier will instruct staff and agents who are involved in the contractually agreed service accordingly, and provide LSH with a written record of this obligation on request. Should any personal data be processed or utilised in the order, then the parties shall conclude a data protection agreement in accordance with the terms of the German Federal Data Protection Act (BDSG) without further delay.

13.3. The supplier shall not disclose any of the data made known to it even after the end of the contractual association. At the end of this contract, the supplier shall return any and all data and documents to LSH or destroy them at the request of LSH.

14. Work remuneration conformity

14.1 The supplier shall give assurance that persons employed for the execution of the services commissioned by it, a sub-contractor or a rental company involved are remunerated in accordance with the statutory provisions, particularly the Minimum Wage Act (conformity guarantee).

14.2 If claims have been made against LSH for the fulfilment of the obligations of the supplier of a sub-contractor or rental company involved (irrespective of whether they involve a direct claim by an employed person or a recourse claim by another entrepreneur with joint and several liability) or if LSH is under

threat of such a claim, LSH may require from the supplier to be indemnified and held harmless from the claim and also from any other costs and expenses that arise to LSH as a consequence of the non-fulfilment of the conformity guarantee. Instead of the indemnity LSH shall have a claim for retrospective reimbursement of the aforementioned claim, costs and expenses. The right to indemnity of LSH shall not be reduced by any joint and several liability contribution by LSH.

14.3 Any other possibly existing rights of LSH (e.g. offsetting, damages) shall remain unaffected by the above contractual rights.

14.4 LSH is entitled to the presentation of written evidence in a well prepared and verifiable manner of compliance with the conformity guarantee by the supplier within an appropriate period. Where required by law for the protection of personal data, the supplier's data may be anonymised or pseudonymised.

14.5 Up to the presentation of the evidence LSH may retain any of the payments owed to the supplier. If the evidence is not presented or is presented incomplete or late, after the expiry of an appropriate extension period set for remedy, LSH is entitled to terminate the contractual relationship without notice in affected parts or else as a whole or to rescind the contract without the requirement to reimburse any disadvantages arising to the supplier.

14.6 Regardless of this, LSH retains the right to check compliance with the conformity guarantee or have it checked by a third party. The supplier shall grant LSH or an inspector appointed by it to inspect the business documents where this is necessary for establishing compliance with the conformity guarantee. In the event of determination of a breach, clauses (2), (3) and (5) apply mutatis mutandis.

14.7 The claim by LSH shall become time-barred after three (3) years, counting from the end of the year in which a claim has been made against LSH by an employee or a third party.

15. Naming as reference

The supplier shall not advertise its association with LSH or Lufthansa in general without the prior agreement of LSH.

16. Corporate accounting

LSH is entitled to offset any due and non-due claims by the supplier against LSH or an affiliated company with its own claims or claims by the named companies.

17. Group clause

Should any price agreements already exist with an affiliated company for the same or similar products or services, then the supplier shall be obliged to offer other affiliated companies the lowest prices agreed with an affiliated company. Should this result in increased quantities that reduce the procurement price, then the supplier shall adjust the prices accordingly. The affiliated companies are entitled to make the prices and conditions agreed with the supplier available to other affiliated companies.

18. Applicable Law and Jurisdiction

18.1 The law of the Federal Republic of Germany applies to the contractual relationship between the supplier and LSH under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the rules concerning conflicts of law. German is the contractual language. The German wording shall apply if other languages are used.

18.2 Frankfurt am Main, Federal Republic of Germany shall be the sole place of jurisdiction for any and all disputes, including documentation and bills of exchange, or in association with the contractual relationship, its origin, effectiveness or termination.

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