

## General Terms and Conditions of Purchase of CARIAD SE / Procurement for Qualifications

### Document information

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## Content

1. Scope of application	3
2. Components of the contract	3
3. Performance	3
4. Remuneration / Cancellation Policy	6
5. Non-disclosure	6
6. Antitrust law	7
7. Copyright and other intellectual property rights	7
8. Place of performance, place of jurisdiction	8
9. Final provisions	8

## 1. Scope of application

These terms and conditions apply to the assignment of qualifications in the context of events such as seminars, trainings, workshops and education (hereinafter referred to as qualifications).

The contractual partner of CARIAD SE has special didactic and methodological know-how for the implementation of qualifications and is hereinafter referred to as the contractual partner.

## 2. Components of the contract

The following documents are part of the contract and are in the following order of validity:

1. The negotiation protocol
2. These General Terms and Conditions of Purchase of CARIAD SE / Procurement for Qualifications
3. CARIAD SE General Terms and Conditions of Purchase
4. Insofar as their applicability has been agreed: General terms and conditions of purchase for blanket orders, CARIAD SE General Purchasing Division
5. Insofar as the contractual partner provides services in the field of information technology (IT) and/or electronic information and communication (TC), the Conditions of Purchase for services in the field of information technology (IT) and/or electronic information and communication (TC) [IT-PT&Cs]
6. The obligation or agreement to maintain confidentiality
7. The order
8. The specifications sheet
9. The request for quotation
10. The commercial and technical contents of the Contractor's offer

## 3. Performance

CARIAD SE distinguishes between the following cases for the implementation of the qualifications:

Case 1: Qualifications performed in a virtual machine qualification environment.

In this case, the qualification environment will be provided by CARIAD SE and has to be used. The trainers are onboarded to the qualification environment of CARIAD SE and technically introduced.

Case 2: Qualifications in which employees register independently or are registered by the contractual partner in order to receive the required information on a platform which is not provided by CARIAD SE.

In this case, the environment is provided by the contractual partner. He is responsible for compliance with the CARIAD IT-PT&CSs (see topic 2 no. 5) as well as compliance with the data protection guidelines. Before the start of the qualification, a technical check in is carried out with the participants.

Case 3: Qualifications that are not carried out with MS Teams, but with another virtual room provider (e.g. Zoom), on a qualification environment not provided by CARIAD SE.

In this case, the environment is provided by the contractual partner. He is responsible for compliance with the CARIAD IT-PT&CSs (see topic 2 no. 5) as well as compliance with the data protection guidelines. Before the start of the qualification, a technical check in is carried out with the participants.

Case 4: Qualifications carried out with MS Teams from CARIAD SE.

In this case, participants will receive all the necessary information from CARIAD SE (via e-mail and Outlook appointment). If necessary, CARIAD SE ensures timely registration on external platforms.

Case 5: If it is absolutely necessary, qualifications that take place on site.

In this case, the participants and trainers take part in the qualification in person. The premises of CARIAD SE are used here.

Further agreements within the framework of the implementation:

Group qualifications are hosted via CARIAD SE's Learning Management System. After the assignment, the contractual partner receives the process regulations to be observed. The contractual partner agrees to share the required qualification documents with CARIAD SE in advance (at least 6 weeks before the first qualification date, format: German and English).

The trainer will receive an MS Teams invitation and the password-protected participant list 2 weeks before the start of the qualification. The contractual partner assures that this file will be stored securely in compliance with the GDPR and that it will always be sent to the trainer in a password-protected manner.

The contractual partner undertakes to return the attendance of the participants in writing to CARIAD SE no later than two days after the qualification date (template from CARIAD SE will be used). If the actual number of participants deviates from the registered list at the start of the qualification, the contractual partner must inform the contact persons of CARIAD SE immediately. CARIAD SE reserves the right to replace participants who are unable to attend with other participants. In the event of a change, the list of participants will be updated and resent to the contractual partner.

CARIAD SE reserves the right to divide the qualifications into several days (e.g. to divide a 2-day qualification into four half-day qualifications).

If a trainer of the contractual partner is unable to attend, the contractual partner shall provide a trainer with at least equivalent content, methodological and didactic qualifications. Trainers and lecturers with special know-how will only be replaced by mutual agreement.

The qualifications are conducted remotely (MS Teams of CARIAD SE) and, if in presence, in the corresponding training facilities of CARIAD SE.

For public qualifications, the participant will be registered by an employee of the CARIAD Academy. Following participation, CARIAD SE will receive feedback that the participant has participated in the qualification, no later than 2 days after completion of the qualification. Changes may only be made by the contact person of CARIAD SE. In addition, the contractual partner will provide the participants with all necessary information and qualification documents for successful participation at least two weeks before the qualification takes place.

The following regulation on the contractual partner's capacities applies to framework agreements: Within the framework of the contractual relationship, the contractual partner maintains trainers with the system knowledge required in the specifications as capacities for the entire duration of the contract. These capacities serve as pure planning variables and are agreed annually, in principle at the latest by the end of September of the previous year, for the following year. Only through an assignment, in relation to the framework agreement or the present offer, does a mutual contractual claim arise. No service may be provided without an order. The contractual partner agrees that he will always contact us in writing should an order extension be necessary. No service may be provided if the quota of the order has been used up. If the provision of capacities causes costs, the contractual partner must notify them immediately, at the latest when planning the following year at the end of the previous year and give CARIAD SE the opportunity to waive the provision of capacities.

#### 4. Remuneration / Cancellation Policy

The dates for qualifications are mutually agreed between CARIAD SE and the contractual partner and then bindingly determined in writing. If the qualification is cancelled for internal reasons of CARIAD SE, the contractual partner is generally only entitled to remuneration in the amount of the costs of the preparatory services agreed and demonstrably provided up to the date of receipt of the rejection, to the exclusion of further claims.

The following cancellation regulations apply to the cancelled qualification service itself:

- Up to 14 days before the start of the qualification: No remuneration;
- 13 to 7 days before the start of the qualification: remuneration of 50% of the fixed price;
- From 7 days before the start of qualification: 100% of the fixed price will be paid.

Cancellations will be notified to the contractual partner by CARIAD SE in writing before the start of the respective measure, if possible, otherwise first by telephone and then in writing. If the contractual partner is able to use the trainer elsewhere after a cancellation, CARIAD SE will not incur any cancellation costs regardless of the above provision.

The qualification times are based on the requirements of the order (depending on the situation also in the evening) and are agreed between the contractual partner and CARIAD SE in advance of the respective event. The remuneration is used to compensate for the proven days of the event that must be provided in order to perform the service. Billing and remuneration of concepts takes place after complete examination, mutual coordination and written agreement on the basis of the agreed quality criteria between the contractual partner and CARIAD SE.

#### 5. Non-disclosure

The contractual partner is obliged to keep all information obtained by CARIAD SE on the occasion of cooperation strictly confidential vis-à-vis third parties. The duty of confidentiality also applies to the employees commissioned by the contractor, without the contractual partner being able to exonerate himself. For his own protection, but especially for the protection of CARIAD SE's confidentiality interests, he will therefore oblige his own employees to secrecy and prove this to CARIAD SE upon request.

The contractual partner undertakes to maintain confidentiality vis-à-vis third parties with regard to the contract. Any references made to the business relationship with CARIAD SE in the advertising of the contractual partner, require the prior written

consent of CARIAD SE. In such cases, the written consent declared by way of exception is also limited to the advertising appearance of the contractual partner specifically presented in order to obtain consent.

## 6. Antitrust law

For CARIAD SE, compliance with the requirements of antitrust law is of central importance. Since the participants in qualifications can also be competitors, compliance with antitrust law must be ensured by all qualification participants. This includes, in particular, the prohibition of exchanging or even unilaterally disclosing competitively sensitive information (e.g. prices, costs, conditions, margins, turnover, fees, sales volumes and other trade secrets) with representatives of other companies. In case of doubt, participants in qualifications should contact their legal department in advance.

## 7. Copyright and other intellectual property rights

CARIAD SE reserves all rights, in particular those of translation, reprint and duplication, as well as the making available to the public of participant documents and event documents (if necessary, documents developed together with CARIAD SE). Without the prior written consent of CARIAD SE, no part of the participant documents may be reproduced in any form, not even for the purpose of designing lessons, in particular processed, duplicated, distributed or used for public reproduction using electronic systems. Copyright protection, not only in the sense just mentioned, also extends to software used in the seminars of CARIAD SE. The contractual partner undertakes to observe the copyright protection of the software used in the event and not to make any unauthorized copies. Data carriers brought by the contractual partners may only be used on computers of CARIAD SE with the express permission of the contact person from CARIAD.

Insofar as the work results achieved in the context of the provision of services by CARIAD SE enjoy copyright protection or protection under other intellectual property rights, CARIAD SE shall be entitled to all rights of ownership, use and exploitation of the work results to the greatest possible extent in the relationship between CARIAD SE and the contractual partner. The work results include in particular all participant documents and event documents that are used in the context of the provision of services. In these cases, the contractual partner receives a non-exclusive and non-transferable right to use the work results under the following conditions:

The contractual partner may use the reports, organizational charts, drafts, drawings, tables and calculations prepared in the context of the provision of services by CARIAD SE only for its own internal purposes and may not reproduce them in any form without the prior written permission of CARIAD SE, in particular by using electronic systems, process, duplicate, distribute or use them for public reproduction.

Work results created in the context of the provision of services by CARIAD SE that are protected by copyright or other intellectual property rights may only be used by companies affiliated with the contractual partner on the basis of a separate written agreement with CARIAD SE. The contractual partner undertakes to ensure copyright protection for events held by it in accordance with the preceding paragraphs by designing the participant documents accordingly and by drawing the participants' attention to the existing copyrights of CARIAD SE at the beginning of an event.

## **8. Place of performance, place of jurisdiction**

The place of performance and jurisdiction for both parties to the contract is Wolfsburg or the court responsible for Wolfsburg. If the contractual partner is a consumer, CARIAD SE can only sue him before the court with jurisdiction over his domicile or habitual residence. The contractual partner may sue CARIAD SE in the court of the administrative headquarters of CARIAD SE in Wolfsburg, Germany, and in any other court that has jurisdiction over such case under applicable law.

## **9. Final provisions**

The law of the Federal Republic of Germany shall apply exclusively to all disputes arising from or in connection with the provision of services; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. If the contractual partner is a consumer, the above provisions do not apply to the extent that mandatory consumer protection regulations under the law of the state in which the consumer has his domicile or habitual residence at the time of conclusion of the contract preclude the application of German law.

Transfers of rights and obligations of the contractual partner from the contract concluded with CARIAD SE require the written consent of CARIAD SE. If the assignment of a pecuniary claim is excluded by agreement with the debtor pursuant to Section 399 of the Civil Code and the legal transaction that gave rise to this claim is a commercial transaction for both parties, or if the debtor is a legal entity under public law or a special fund under public law, the assignment is nevertheless valid.



This contract must be concluded in writing (Section 126 of the German Civil Code), via a link with an electronic signature sent by CARIAD SE or via an electronic system provided by CARIAD SE. This also applies to contract amendments and additions or the waiver of the intended form. In the case of all other declarations in connection with the contract for which the written form has been contractually agreed, the written form shall also be complied with if the originally signed declaration is transmitted as a scan by e-mail or fax, unless the contract expressly refers to § 126 German Civil Code.

Should these provisions be partially invalid or incomplete, this shall not affect the validity of the remaining provisions.