

I. General, scope of application

1. These General Purchasing Terms and Conditions ("T&C") shall apply to all contracts closed by Zalando SE and its affiliated companies (according to Section 15 *Aktiengesetz* [German Stock Corporation Act] (*AktG*)) ("Zalando") concerning the purchase of goods and services from suppliers ("Suppliers").
2. These T&C shall also apply to future contracts concerning the purchasing of goods and services with the same Suppliers without Zalando having to refer to them in every individual case. Zalando reserves the right to amend these T&C, whereby the amended T&C shall apply from the inclusion of the amended T&C in relation to the Suppliers.
3. These T&C shall apply exclusively. Deviating, opposing or supplementary General Terms and Conditions belonging to the Supplier shall only apply if Zalando has explicitly agreed with them in writing. Such exclusion shall also apply if Zalando implicitly accepts the Supplier's goods and services in the knowledge of its General Terms and Conditions.
4. Individual agreements shall have priority / supersede. Insofar as legal provisions in the individual agreements or in these T&C are not amended or excluded, the legal provisions shall apply.
5. Any legally significant declarations and notices to be submitted to Zalando by the Supplier upon conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) shall be made in writing (Section 126 *Bundesgesetzbuch* [German Civil Code] (*BGB*)) to be effective.
6. In the case of a contract with two or more Suppliers, each individual Supplier shall be jointly and severally liable for the fulfilment of the agreement.

II. Contract conclusion, relationship to contract conditions, delay in delivery

1. Orders shall only be binding if Zalando has issued or confirmed these in written or text form (Sections 126, 126b *BGB*).
2. Agreed contractual conditions, such as delivery times, delivery quantities, article characteristics and qualities, as well as prices shall be binding.
3. The Supplier undertakes to inform Zalando immediately by telephone and subsequently by e-mail if it expects that it cannot meet the agreed delivery times/delivery period. Claims and rights of Zalando due to a delay shall remain unaffected.
4. Partial deliveries and/or early deliveries shall solely be admissible after prior consent from Zalando.

III. Delivery methods

1. If the service consists in the delivery of a fungible good, the Supplier shall bear the procurement risk.
2. The Supplier shall deliver 'free domicile' to the location specified in the order. If the destination is not specified and nothing to the contrary has been agreed, delivery shall be made to Zalando's head office in Berlin. The respective place of destination shall also be the place of performance (obligation to deliver).
3. Each delivery must be accompanied by a delivery note specifying the date of issue, delivery note number, sender, recipient of the delivery and delivery address, delivery scope, delivery contents and, if available, Zalando order number. If the delivery note is

missing or is incomplete, Zalando shall not be liable for any resulting delays in processing and payment.

4. The Supplier shall notify Zalando of the delivery three working days before the planned delivery (in the case of delivery via courier) or announce the delivery of the goods to Zalando (in the case of delivery by parcel service).
5. The risk of accidental loss and accidental deterioration of the delivery shall not be transferred to Zalando until the handover to Zalando at the place of performance - or if an acceptance has been agreed, upon acceptance.

IV. Rights in the case of defects as to quality and defects of title and in the case of other obligation violations

1. The legal provisions shall apply to rights in the event of material defects, quality defects and defects of title of the goods and services. In case of other obligation violations by the Supplier, the legal statutory provisions shall apply and supplement these T&C, in particular, the following provisions.
2. The legal provisions (Section 377, 381 *Handelsgesetzbuch* [German Commercial Code] (*HGB*)) shall apply to the commercial obligations to inspect and give notice of defects with the following provision: Zalando's obligation to inspect shall be limited to defects which are discoverable by Zalando's external examination of incoming goods, including of the delivery documents as well as during Zalando's quality inspection by random sampling (e.g. transport damage, incorrect or insufficient delivery). Insofar as acceptance has been agreed, there shall be no obligation to inspect.

In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the case. Zalando's obligation to give notice of defects discovered later remains unaffected. In all cases, Zalando's complaint (notification of defect) shall be deemed to be immediate and timely if it is received by the Supplier within 5 working days of discovery of the defects. Further legal rights of Zalando shall remain unaffected.

3. The costs incurred by the Supplier for the purposes of inspection and repair (including any dismantling and assembly costs) shall be borne by the Supplier even if it turns out that no defect actually existed. The liability of Zalando for damages in the event of an unjustified claims for rectification of defects remains unaffected; as such Zalando shall only be liable if Zalando has recognized or through grossly negligently failed to recognize that no defect existed.
4. If the Supplier delivers defective goods, Zalando is entitled to refuse their acceptance. If Zalando has already accepted the goods, the Supplier undertakes to take back the defective goods in the context of rectification.
5. In the event of product defects, we may, at our discretion, demand supplementary performance in the form of rectification of the defect (repair) or the delivery of products free of defects (replacement delivery). If the Supplier does not comply with the obligation to provide subsequent performance within a reasonable time period set by Zalando, Zalando can rectify the defect itself (self-performance) or appoint a third party to do so and demand compensation for any expenses required for this and/or a corresponding advance from the Supplier.
6. Expenses for or returning of the product (in particular, transport costs) shall be borne by the Supplier in the aforementioned cases.

7. Zalando shall explicitly opposes any limited liability or guarantee clauses belonging to the Supplier.

V. Prices, invoicing and terms of payment

1. Agreed prices include all services and additional services of the Supplier, as well as all additional costs (for example, packaging, transport costs). At Zalando's request, the Supplier shall take back packaging free of charge. Services performed by the Supplier in addition to the agreed services and additional services shall only be remunerated with the prior consent of Zalando.
2. Zalando shall only be in default after the Supplier has sent a reminder, unless otherwise agreed. The Supplier shall only be entitled to set-off or retention rights if counterclaims have been legally established or are undisputed. 3. The Supplier must ensure that the invoicing complies with the legal requirements (in particular, the regulations of the *Umsatzsteuergesetz* [German VAT law] (UStG)) and the requirements specified by Zalando.
4. The invoice shall be sent to the correspondent Zalando accounts payable department, according to Zalando's e-procurement policy¹, indicating the order number, unless otherwise agreed.
5. The invoice shall be payable within 60 days of receipt of the proper, auditable invoice by the correspondent Zalando accounts payable department, in addition to the signed delivery receipts. A proper auditable invoice according to Paragraph V. 3. is an invoice that meets legal and Zalando's requirements.

The Supplier is only entitled to issue the invoice after the delivery or other fulfilment of its service. In the case of partial deliveries, the last delivery or other fulfilment of its service shall be considered, unless the Parties have agreed otherwise. Should the products require an acceptance, the Supplier shall only be entitled to invoice after a successful acceptance, unless the Parties have agreed otherwise.

6. Payment shall take place by bank transfer to the Supplier's account indicated on the invoice.
7. Zalando's issuing the transfer instruction to the bank/credit institution shall determine the timeliness of the payment.

VI. Liability

Statutory liability applies.

VII. Marketability of the goods

1. Unless otherwise agreed, the Supplier is obliged to deliver only such products to Zalando which comply with the legal conditions, the latest state of the art and the agreed product specifications. The goods must be freely marketable. In particular, both the goods themselves and their packaging must comply with any provisions concerning placing goods on the market, any recognized technical rules, in particular the DIN standards and the respective industry standards. In particular, this includes any material and labelling regulations and limit values, as well as Regulation No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).
2. If the Supplier violates an obligation in pursuant to Section VII. 1, the legal consequences shall be governed by the legal provisions for material or legal defects, unless otherwise stipulated in these T&C).

3. If the Supplier violates an obligation according to Section VII. 1 and Zalando is therefore held liable by third parties, the Supplier undertakes to indemnify Zalando against these claims upon first written request.

VIII. Rights of third parties

1. The Supplier shall guarantee that the contractual services are free of rights of third parties. If a third-party asserts claims against Zalando because the contractual services infringe its rights, in particular its property rights (for example, copyright or patent rights), the Supplier shall indemnify Zalando against these claims and all expenses associated with defense against these claims, unless the Supplier is not at fault in this respect. The obligation to indemnify shall exist irrespective of whether the claims were raised justifiably or not, but the fault requirement shall remain unaffected. It is pointed out that in the case of unjustified claims, the Supplier is free to take recourse against the third party who has asserted the claims.
2. Zalando shall inform the Supplier immediately of such claims which have been raised against Zalando.

IX. Intellectual property rights

Upon creation and without separate remuneration, the Supplier grants Zalando non-exclusive, perpetual and unlimited in terms of time, subject matter and territory as well as any transferable and/or sub-licensable rights of use to the work result – including all known and/or future rights of use and exploitation, ancillary copyrights and other rights at the time of the conclusion of the contract. This includes, but is not limited to, the following types of use:

- i. the right to use the work outcomes in the provision of services to third parties or to otherwise commercially exploit, to translate, lease or lend them;
- ii. the right to reproduce and make publicly available the work outcomes or parts thereof in all known or future yet to be developed physical and non-physical forms and media; and
- iii. the right to edit or otherwise modify the work outcomes and the right to use the results of the edit or modifications itself in any of the ways specified in this Agreement.

X. Subcontractors or other third parties

1. Unless otherwise stipulated in the individual contract, the Supplier shall only be entitled to use subcontractors or other third parties ('Subcontractors') only after Zalando's prior written consent.
2. The Supplier shall remain fully responsible for the performance of the contractual services even if Subcontractors are used.
3. If the Supplier intends to pass on contractual services to Subcontractors, even in part, it shall notify Zalando in writing in due time, but at least two weeks before the planned start of the respective work, of the name and address of the Subcontractor concerned, as well as the services to be performed by the Subcontractor at the Supplier's request.
4. The Supplier shall formulate the agreements between the Supplier and its approved Subcontractors in such a way that the Subcontractor's services meet the same qualitative and other requirements that the Supplier has undertaken to fulfil vis-à-vis Zalando. In particular, the Supplier shall also be obliged to make

¹ <https://eprocurement.zalando.com/rechnungen/>

contractual arrangements for confidentiality with the respective Subcontractor, which shall correspond accordingly. The respective Subcontractor must undertake the service contracted to it professionally and be competent, capable and reliable. At Zalando's request, the Supplier must provide appropriate proof of this.

The Supplier shall indemnify Zalando against claims by third parties and Subcontractors which are asserted against Zalando due to the assignment of Subcontractors to fulfil the obligations incumbent upon the Supplier. In particular, this applies to any third-party claims for payment of wages, minimum wages and social security contributions.

5. The Supplier hereby assigns its claims against the Subcontractor commissioned by it in connection with the contractual services to Zalando as security and Zalando accepts this transfer. This assignment shall not lead to a deferment or other restrictions of the Supplier's obligations. The Supplier is not entitled to refer Zalando to claims against the Subcontractor based on the assignment as security. However, the Supplier shall be authorized to assert all rights and claims from the contracts with Subcontractors in its own name until Zalando revokes this authorization. Zalando may only revoke the authorization and raise the claims itself if the Supplier is in default with the performance of a cardinal duty and/or one of the parties has made a declaration aimed to terminate the contract.
6. In the case of revocation of the authorization pursuant to Section X. 5, the Supplier shall provide Zalando with the contract concluded with the Subcontractor concerned, including all annexes.
7. If the Supplier violates an obligation from Paragraph X. 1 or Paragraph X. 3, Zalando can demand immediate injunctive relief. In addition, Zalando may withdraw from the contract after unsuccessfully setting a reasonable deadline for performance or in the event of a breach of the obligation to refrain from performance. Setting a deadline is not required if circumstances exist which justify the immediate withdrawal of Zalando under consideration of the mutual interests or if Zalando can no longer be reasonably expected to adhere to the contract due to the Supplier's breach of duty. Further rights, in particular claims for damages, remain unaffected.

XI. Use of and liability for data, etc.; obligation to confidentiality; citation of reference

1. The Supplier must use all data, documents, materials and other objects provided to it by Zalando in electronic or physical form ('Information') exclusively for the fulfilment of its contractual obligations. Zalando reserves all property right, copyrights and industrial property rights. In particular, the Supplier is not authorized to disclose or make this Information available to third parties without prior written consent of Zalando. All third parties on the Supplier's side are deemed to be, with the exception of (i) the Supplier and its employees and (ii) the Supplier's professional consultants, insofar as there are under a legal duty of confidentiality.
2. The Supplier must inform Zalando immediately at any time upon request about all measures taken by it to comply with the provisions according to Section XI. 1.
3. Zalando shall have the right to demand from the Supplier the return or deletion or destruction of all Information in the Supplier's possession within a reasonable period of time set by Zalando at the Supplier's own expense and risk; by exercising its right, Zalando shall consider the Supplier's legitimate interests. If

it becomes impossible for the Supplier to perform the contractual services without this Information, it shall be obliged to inform Zalando of this immediately after receipt of the request for deletion or return. Insofar and as long as the performance of the contractual services becomes impossible due to a deletion or surrender, Zalando shall be released from its obligation to perform the contractual services.

4. The obligations under this Paragraph XI. shall not apply to Information which is accessible or made available to the general public without breach of the obligations under this Agreement or if the data must be disclosed by the Supplier in accordance with the order of a court or an administrative or government authority. The Supplier shall be obliged to notify Zalando immediately of such an order and to give Zalando the opportunity to dispute the necessity of disclosure or to request an appropriate confidentiality order. The previous sentence shall not apply to the extent that the Supplier is prohibited from fulfilling the obligations set forth therein by the order itself.
5. The provisions of this Paragraph XI. shall remain in force for three years after termination or performance of the contract.
6. The Supplier might not refer to Zalando and/or the contractual relationship with Zalando in any publications or for advertising purposes.

XII. Code of Conduct

Zalando's Code of Conduct ('Code of Conduct') is an integral part of the contract.

XIII. Choice of law and place of jurisdiction

1. For these T&C and all legal relationships between Zalando and the Supplier, the law of the Federal Republic of Germany shall apply under exclusion of the UN Sales Convention of Goods (CISG).
2. Berlin shall be the exclusive (and international) place of jurisdiction for all disputes arising from the contractual relationship. Zalando may choose to raise claims at the Supplier's place of performance for its obligations.