General Terms and Conditions of Purchase of cadooz rewards GmbH

As of: 15.07.2026

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1. Scope and Order of Application

1.1. Area of Application

(1) These General Terms and Conditions of Purchase ("**T&Cs**") shall apply to legal transactions between the client cadooz rewards GmbH ("**cadooz**") and its contractor ("**Supplier**") in which cadooz purchases goods, or other services from the Supplier. cadooz shall be entitled to use third parties as vicarious agents for the execution of this agreement. These are, for example, PVS Concepts GmbH, Kaigartenallee 1, 68753 Waghäusel, ISL Innovative System Logistik GmbH, cadooz POS-Außenlager, Armand-Peugeot-Str. 1, 66119 Saarbrücken-Güdingen or Internel Sp. z o.o., ul. Rzeczna 6, 03-794 Warszawa, (all together "**Warehouse**"), which operate the Warehouses for cadooz. The respective Warehouse is indicated in the order.

(2) General terms and conditions of the Supplier shall not apply and shall only be valid if they have been confirmed in writing by cadooz. This shall also apply even if their validity is referred to in the day-to-day business, e.g., on offers of the Supplier, and cadooz does not object to their inclusion. Further, the principles of the commercial letter of confirmation shall not apply. These T&C's, including any framework agreements or annexes, contain all provisions regarding the subject of the agreement. Verbal collateral agreements do not exist.

1.2. Order of Validity and Definitions

In the event of contradictions, the following order of validity applies (from priority to subordinate):

- Orders
- Framework agreement, insofar as concluded
- T&C's
- Delivery Guidelines

2. Order

(1) Orders, call-offs of goods already ordered ("**Optional Quantity Call-Off**") and changes to these shall be made by email.

(2) The Supplier shall accept the Order either by sending an order confirmation within two (2) weeks of ordering by cadooz (email shall suffice) or by dispatching the ordered goods.

(3) In case of Optional Quantity Call-Offs, the Supplier agreed to keep a certain quantity of the respective goods agreed between the Parties in stock for cadooz. cadooz shall not be obligated to purchase these quantities. The Parties have already reached a binding agreement on the prices, so that only the delivery date needs to be agreed on. With an Order within the framework of an Optional Quantity Call-Off Order, cadooz proposes a delivery date which has to be accepted by the Supplier. The Supplier can also accept the Order by sending an order confirmation by email or implicitly by sending the ordered goods. cadooz shall only be obligated to pay for the actual goods ordered and not the total goods retained by the Supplier for cadooz.

(4) All correspondence shall be sent to the cadooz purchasing department at purchase@cadooz-rewards.de, quoting the order number.

(5) The Supplier shall be solely responsible for the procurement and provision of the goods.

3. Prices, Invoicing and Terms of Payment

3.1. Prices

All prices shall be subject to statutory value added tax ("**VAT**"). VAT shall be shown separately on the invoice at the rate applicable at the time of performance. All prices are DDP (Incoterms 2020) to the place of delivery specified in the Order.

3.2. Invoicing

Invoices to cadooz shall contain the following information:

- All information according to § 14 UStG (German Value Added Tax Act)
- Order number from cadooz
- List of all invoice items with number and position according to order or contract
- Complete details of outstanding order items from the associated purchase order
- Agreed payment term

The invoices shall be financially and materially verifiable.

Invoices shall be sent to:

cadooz rewards GmbH

Osterbekstrasse 90 b

22083 Hamburg

email: invoice@cadooz-rewards.de

3.3. Payment Terms

(1) The invoice to be paid by cadooz to the Supplier shall be due thirty (30) days after receipt of the goods, payable net (without discount deduction).

(2) If cadooz makes the payment within fourteen (14) days after receipt of the goods, cadooz shall be entitled to a discount of 3 %. The date of receipt of the goods is determined by the date of receipt of the delivery bill stamped by the Warehouse.

(3) The place of performance for payment is the registered office of cadooz.

(4) cadooz shall be entitled to offset claims of the Supplier by means of a debit note.

3.4. Price Validity

The Supplier shall undertake to maintain the agreed purchase price for at least six (6) months after the initial delivery of the goods. Price changes after this period shall be announced in text form with a lead time of six (6) weeks.

4. Default and Contractual Penalty

(1) Upon expiry of the agreed delivery date in accordance with the delivery guidelines of cadooz applicable at the time of the Order (to be found at https://www.cadooz.com/cadooz-rewards-aeb-ar), the Supplier shall automatically be in default of delivery and cadooz shall be entitled to claim damages from the Supplier.

(2) In the event of a delay in delivery, cadooz shall be entitled to charge the Supplier a contractual penalty. The contractual penalty amounts to 0.5 % of the net order value per full week of delay in delivery, up to a maximum of 5 % of the net order value of the delayed delivery. Further claims remain unaffected by this.

(3) The Supplier shall be obliged to inform cadooz immediately in writing (email shall suffice) of any foreseeable delay. The acceptance and/or payment of goods not delivered on time shall not constitute a waiver of claims due to the delay.

5. Excess, Short and Partial Deliveries

(1) Excess, short and/or partial deliveries shall not be permitted. Should a change in the ordered quantity or a partial delivery be necessary, e.g., for logistical reasons, cadooz' consent shall be obtained before the order confirmation is sent (email shall suffice).

(2) In case a partial delivery has been permitted, the delivery bill shall clearly state that this is a partial delivery. In addition, the remaining quantity must be noted on the delivery bill and the invoice.

6. Acceptance of Goods and Transfer of Ownership

6.1. Incoming Goods

6.1.1. Acceptance of Goods Subject to Reservation

The acceptance of goods is always subject to subsequent incoming goods inspection. The Warehouse confirms on behalf of cadooz the number of delivered packages (pallets, cartons, etc.) as well as the external integrity.

6.1.2. Refusal of Acceptance

In the event of obvious damage to delivered goods, cadooz reserves the right to refuse acceptance. The Warehouse has been authorized by cadooz to refuse acceptance on behalf of cadooz. The costs for the return transport shall be borne by the Supplier.

6.2. Transfer of Title

Title shall be transferred to cadooz when the delivered goods are handed over to the Warehouse. A prolonged and/or extended retention of title is expressly rejected.

6.3. Declaration of Customs Origin

(1) In the event that the Supplier has been informed prior to shipment of the goods that the goods are intended for export, the Supplier shall submit a written declaration on the customs origin of the goods using a proper form. This declaration shall be sent to cadooz with the first delivery at the latest. The Supplier shall guarantee that the delivered goods comply with all relevant legal provisions. In case of delivery to a country other than the country of origin, the Supplier shall also guarantee that the delivered goods comply with such provisions of the country of destination.

(2) Upon request, the Supplier shall provide cadooz with copies of the following documents free of charge:

- Certificates of origin
- Bills of Lading (e.g. shipping documents)
- Customs documents
- other evidence required to comply with the German import conditions
- Proof of the statutory payment of any license fees, etc.

7. Product Images and Product Texts

The Supplier shall be obliged to provide conclusive image material suitable for professional resale and a detailed product description. With the provision, the Supplier shall grant cadooz permission to use this content for resale.

The Supplier shall also grant cadooz permission to share this content with business customers of cadooz for the purpose of resale.

8. Returns

(1) Unless otherwise agreed, the Supplier shall be obliged to collect customer returns from the Warehouse. The cycle is at cadooz' economic discretion. cadooz will send the Supplier a request for collection in text form as soon as the goods are ready for collection, including all information required for collection. The Supplier shall then immediately notify the Warehouse of the collection. The Supplier shall be obliged to collect the goods from the Warehouse free of charge and to reimburse the full, last agreed purchase price.

(2) If the Supplier does not collect the goods within one (1) week after receipt of the collection information ("**Collection Period**"), cadooz shall be entitled to return the goods EXW Incoterms 2020 to the Supplier. In this case, the Supplier shall be charged with the storage costs incurred for the period from the expiry of the Collection Period and with the handling costs for the organization of the shipment.

9. Liability

(1) cadooz shall be fully liable, with respect to the Supplier, for willful misconduct and gross negligence. For other negligent actions, cadooz shall be liable exclusively for:

- Personal losses,
- Losses for which cadooz is responsible due to mandatory legal statutes, and
- Losses due to a material breach of duty that jeopardizes the achievement of the objective of this agreement, or the fulfillment of which is a prerequisite for enabling the proper fulfillment of the contract in the first place and upon which the Supplier can reasonably rely ("**Cardinal Obligations**").

(2) In the event of a breach of any Cardinal Obligations, the liability of cadooz for simple negligence shall be limited to the typical losses under such a contract that are foreseeable upon conclusion of the contract.

(3) cadooz shall not be liable for losses that may occur as a result of interruptions to or limitations of services caused by force majeure or other events beyond cadooz' control.

10. Claims for Defects, Liability of the Supplier

10.1. Notice of Defects

cadooz will check the delivery for defects within a reasonable period of time. The delivery of a different good or an insufficient quantity shall be equivalent to a defect. The complaint shall be deemed to have been made in good time if it is submitted within two (2) weeks of discovery of the defect.

10.2. Transfer of Risk

The Supplier shall bear the risk of damage and loss of the goods until the goods have been accepted by the Warehouses.

10.3. Claims for Defects

The statutory provisions shall apply to cadooz' claims for defects with the following provisos:

- cadooz shall be able to set the Supplier a reasonable deadline to collect defective goods. After expiry of the deadline, cadooz may utilize the delivery at the Supplier's expense, e.g., by sale, while safeguarding the Supplier's economic interests;
- the limitation period for claims for defects shall be two (2) years from acceptance or handover, unless a longer period is agreed or the law provides for a longer period. It shall be extended by the period during which the defective delivery cannot be used as intended due to the defect.
- the limitation period for claims for defects shall also be suspended during the inspection for a defect by the Supplier. The suspension of the limitation period shall only end when the Supplier informs cadooz in writing of the result of the inspection (email shall suffice) or when the Supplier refuses to continue the rectification of defects in writing (email shall suffice). The resumption of the inspection or the rectification of defects shall lead to a new suspension of the limitation period.

11. Infringement of Intellectual Property Rights

The Supplier shall warrant that he is entitled to the necessary rights to all documents and in particular, but not exclusively, to concepts, (industrial) designs, illustrations, texts and logos or that he is authorized by the respective owners of these rights to use them, which he hands over to cadooz. Should this nevertheless not be the case, the Supplier shall indemnify cadooz in full in the event of a claim.

12. Code of Conduct

cadooz takes the responsibility as a company to comply with legal and ethical standards in its own business operations and in its supply chains very seriously. For this reason, cadooz also expect the service providers, suppliers and their suppliers to comply with:

- the obligations arising from the German Act on Corporate Due Diligence Obligations in Supply Chains ("**LkSG**"), if and insofar as these are applicable;
- ethical standards and applicable law;
- basic legal and ethical standards on human rights, working conditions and environmental aspects.

The Supplier shall also be obliged to ensure that it obliges its own direct and indirect suppliers to comply with the provisions of this Clause 12.

12.1. Staff Deployment and Minimum Wage

(1) cadooz expects the Supplier to recognize and value human rights. This includes in particular the commitment to the UN Guiding Principles on Business and Human Rights, the ten principles of the "UN Global Compact" or the labor and social standards of the ILO ("**ILO Standards**"). Discrimination based on gender, origin, religion, age or other legally protected characteristics shall not be tolerated.

(2) The Supplier shall respect the dignity and personal rights of employees and all those involved in the supply chain. Child labor, forced labor, illegal work or other involuntary work shall not be tolerated. The Supplier shall ensure that the wages paid to employees and the working hours, including overtime, correspond at least to the statutory, collectively agreed or industry-standard minimum wage or the ILO Standards. The Supplier shall respect the freedom of association and the right to collective bargaining and create a safe and healthy working environment for its employees.

12.2. Environmental Protection

The protection and preservation of the natural basis of life shall be given special consideration. The applicable environmental standards shall be complied with. The Supplier shall be required to work continuously on the avoidance and reduction of environmental pollution. Applicable procedures and standards for waste management, the handling of chemicals and other hazardous substances and their disposal as well as for emissions and wastewater treatment shall be complied with.

12.3. Compliance with Legal Requirements and Safety Regulations, Extended Producer Responsibility

(1) The Supplier shall undertake to comply with all relevant legal regulations, requirements and obligations insofar as these are applicable, in particular but not exclusively, the GPSR obligations, the ZPÜ (German Central Organisation for Private Copying Rights) reporting and information obligations as well as the corresponding remuneration, registration, reporting and payment of the corresponding fees to the EAR Foundation (Stiftung elektro-altgeräte register) in accordance with the BattG (German Batteries Act) and ElektroG (German Electrical and Electronic Equipment Act), labeling and information obligations as well as take-back and disposal in accordance with the provisions of the applicable laws, in particular the KrWG (Circular Economy Act), the GefStoffV / GGV (Hazardous Substances and Dangerous Goods Ordinance), the ElektroG, the BattG and the VerpackV (German Packaging Regulation) and the VerpackG (German Packaging Act) (whilst in force), the VerpackDG (National Implementation Act for the PPWR) and/or the respective applicable national law of the Supplier.

(2) The Supplier shall guarantee that it complies with the provisions of Regulation (EU) 2023/1115 of the European Parliament and of the Council of 31.05.2023 ("**EUDR**"), insofar as applicable, and fulfills any obligations arising from the EUDR. The Supplier shall provide cadooz with the following information separately:

- Name of the operator,
- Registered trade name or registered trademark,
- Postal address,
- E-mail address,
- Registration and identification number for economic operators (EORI number),
- Trade names and quantity,
- Harmonized System Code (HS Code)
- Country of production and, if applicable, regions and geolocation,
- Reference number(s) of existing due diligence declarations (EU information system),
- Verification number(s) for the respective due diligence declaration(s)

(3) The Supplier undertakes to comply with all relevant obligations under Regulation (EU) 2025/40 of the European Parliament and of the Council of 19 December 2024 on packaging and packaging waste, amending Regulation (EU) 2019/1020 and Directive (EU) 2019/904, and repealing Directive 94/62/EC ("**PPWR**"), in accordance with the role defined in the Supplier Registration Form (creditor form) between the Supplier and cadooz.

(4) The Supplier shall undertake to demonstrate and confirm compliance with these requirements and obligations to cadooz on request on a regular basis, but at least once a year, to the extent required by cadooz.

(5) For deliveries in fumigated containers and the associated labeling obligation, the provisions of the IMDG (International Maritime Code for Dangerous Goods), in particular Section 5.5.2, the GGVSee (German

Ordinance on Dangerous Goods at Sea) and the TRGS (Technical Rules for Hazardous Substances) shall be complied with.

(6) The Supplier shall be obliged to provide cadooz with any supplementary documents, information documents or similar documents in connection with the goods, in particular, but not exclusively, the safety data sheets in accordance with Regulation (EU) 1907/2006 of the European Parliament and of the Council of 18.12.2006 ("**REACH**").

12.4. Compliance with the Code of Conduct

(1) If the Supplier does not comply with the provisions contained in this Clause 12, he shall inform cadooz immediately and take the necessary remedial measures.

(2) cadooz reserves the right to check compliance with the requirements of this Clause 12. For this purpose, the Supplier shall undertake to have an audit carried out in the business area. The Supplier shall guarantee that cadooz or an independent third party authorized by cadooz may, if necessary, carry out the audit at the Supplier's premises or at the premises of other agents appointed by the Supplier.

(3) Any breach of the provisions of this Clause 12 shall entitle cadooz to terminate the business relationship for good cause.

13. Confidentiality

(1) The following provisions shall only apply in the event that the Parties have not agreed to confidentiality and data protection in a separate declaration.

(2) The Parties shall undertake to keep all information regarding the other party obtained in this agreement confidential for an unlimited period of time. In addition to the operational organizational processes, this applies in particular to all information that is designated as confidential or is identifiable as trade and business secrets. Unless the purpose of the agreement requires it, records and communications to third parties are not permitted.

(3) Disclosure to third parties or any other type of disclosure requires the written consent of the party affected by the disclosure ("**Disclosing Party**"). The other party shall be prohibited from using the trade secrets received directly or indirectly for commercial purposes or applying for related industrial property rights.

(4) Excluded from confidentiality shall be information which:

- was generally known at the time of transmission or become known thereafter through no fault of the other party,
- was already lawfully known by the other party at the time of disclosure,
- is disclosed by third parties after the time of transmission without an obligation of confidentiality, without the third party being obliged to maintain confidentiality, or
- must be disclosed due to mandatory statutory, official or court regulations or orders. In the latter case, however, the Disclosing Party must be informed of this in writing in advance. Furthermore, each party may give its written consent to the disclosure of information.

(5) Business and operating documents received shall be stored in such a way that third parties cannot gain access to them.

(6) The Parties shall comply with the statutory provisions on data protection.

(7) The Parties shall pass on this obligation in full to their employees and third parties insofar as they come into contact with this agreement.

14. Data Protection

(1) The Supplier shall undertake to comply with the relevant data protection regulations, in particular the provisions of the General Data Protection Regulation ("**GDPR**") and the Federal Data Protection Act ("**BDSG**"), when providing the contractual services as the responsible party or processor. Notwithstanding the further provisions in this Clause 13, the Supplier shall be responsible for the lawful handling of the personal data provided to him by cadooz for the provision of the contractual services.

(2) The Supplier shall also be responsible for compliance with the formal data protection regulations (e.g., appointment of a data protection officer, implementation of a data protection impact assessment, maintenance of processing directories).

(3) The Supplier shall undertake to process the personal data made available to him by cadooz exclusively in a lawful and transparent manner, in good faith and exclusively for the provision of contractual services. Any further use of the data, in particular for the Supplier's own purposes or for the purposes of third parties, shall not be permitted.

(4) Furthermore, the Supplier shall limit the processing in terms of content and time to what is absolutely necessary and shall ensure the accuracy of the data and its integrity and confidentiality.

(5) The Supplier shall undertake to take technical and organizational measures to safeguard the confidentiality, availability, integrity and authenticity of the personal data made available to him by cadooz to the extent provided for by the relevant data protection regulations. This obligation shall also include measures to ensure data protection through technology (privacy-by-design) and data protection-friendly default settings (privacy-by-default).

(6) The Supplier shall undertake to use only employees for the provision of the contractual services who have been familiarized with the statutory provisions on data protection and the special data protection requirements of orders and contracts with cadooz through appropriate measures and, insofar as they are not already subject to appropriate statutory confidentiality obligations, have been comprehensively obliged in writing to maintain confidentiality.

(7) If the processing of personal data is carried out as commissioned processing, the Parties shall conclude an agreement for commissioned processing in accordance with the statutory provisions of Art. 28 GDPR.

15. Final Provisions

(1) Should one or more clauses of the T&Cs be or become invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effect comes as close as possible to the economic objective which the Parties to the contract had pursued with the invalid or unenforceable provision. The same applies to the filling of any contractual gaps.

(2) The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) The place of jurisdiction for all disputes arising from and in connection with these T&C's and the Orders concluded hereunder shall be Munich.