



# General Terms and Conditions for Purchasing by the Deutsche Telekom Group (GTC Purchasing)

## Part B: Specific terms for Japan

### 1. Quality Management, Environmental Protection

Contractor has to adhere to Customer's requirements for quality management and environmental protection. If stipulated in the specification, Contractor shall document the application of a quality management system in accordance with DIN EN ISO 9001:2000 or TL 9000 and shall provide data with respect to the metrics described in the TL 9000 Quality Management System Measurements Handbook.

### 2. Default

- (1) In the event of default, the statutory provisions shall apply, unless otherwise provided for below.
- (2) Also a default of Customer with regard to payment shall require a prior reminder of no avail from Contractor.
- (3) If a penalty is agreed, Customer may reserve the contractual penalty right any time up to the final payment.

### 3. Product Liability

- (1) Insofar as Contractor is accountable for a damage on the basis of product liability, Contractor undertakes to indemnify Customer against any claims for damages by third parties upon first written request.
- (2) In addition, Customer shall be entitled to reimbursement of all costs and expenses incurred in this context, in particular those incurred by product recalls. Customer shall notify Contractor of the type and scope of recall actions, if this is possible and can be reasonably expected.
- (3) Customer shall immediately inform Contractor of the assertion of claims based on product liability and shall not make any payments or recognize any claims without consultation with Contractor.
- (4) Other statutory claims shall remain unaffected.

### 4. Transfer of Risk, Acceptance, Inspection for Defects

- (1) For the transfer of risk and title the statutory provisions shall apply, unless otherwise agreed.
- (2) The supply of movables which are to be manufactured or produced as well as installation services require a written acceptance by Customer. The transfer of risk occurs with acceptance. Any implied acceptance, in particular by Customer's use of the products or services, is excluded.

- (3) Apart from that with regard to deliveries, the risk is transferred to Customer upon arrival at the place of receipt and upon counter-signing of the delivery note. Upon delivery, Customer shall inspect the delivery only for obvious defects (identity, completeness and damages in transit). In the case of large-scale deliveries, Customer shall be allowed to narrow the inspection to random checks.

### 5. Liability for Defects

- (1) Contractor shall be liable for defects, commencing on the date of transfer of risk or, if acceptance has been provided for, upon acceptance by Customer, and guaranteeing the contractual and defect-free condition and defect-free functioning of the products or services for which Contractor is responsible. The period of liability is extended by the time the products or services can not be used correctly.
- (2) The statutory provisions shall apply to defects arising during the limitation period for claims for defects. Contractor is obliged to bear the cost of all expenses arising in connection with the liability for defects. Other statutory claims available to Customer shall remain unaffected.
- (3) Unless longer limitation periods are provided by law, Customer's claims due to warranty of title are subject to a limitation period of two years from the time a third party alleges infringement of intellectual property rights or any other rights or Customer becomes aware of the defect of title otherwise.

### 6. Work permit/residence permit

- (1) Where employees, vicarious agents or subcontractors without Japanese citizenship are deployed, Contractor hereby assures that all necessary official approvals have been obtained. Under no circumstances may employees, vicarious agents or subcontractors who are not in possession of a valid work permit and a valid residence permit be deployed. Contractor shall indemnify Customer from any legal consequences resulting from failure to comply with these requirements.
- (2) As an independent contractor, Contractor shall undertake to properly submit any value-added tax received to the tax office and to independently and properly pay tax on any remuneration received from Customer.

The service shall be billed on the basis of the delivery note/service confirmation..

## **7. Deployment Bans**

- (1) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants who left the Deutsche Telekom Group by taking early retirement to perform any further work for the Deutsche Telekom Group, either directly or indirectly. This shall also apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months from the termination of their employment, if they have received severance payment in connection with termination of employment. If Customer's specialist unit affected thereby has not already issued an written exclusion in advance in the specific instance, a general deployment ban shall exist in addition – regardless of the type of employment on which this is based – for employees of the Deutsche Telekom Group working directly or indirectly for Contractor, who are borrowed or were otherwise taken over or are employed by Contractor or a third party (e.g., by dispatch, assignment or granting leave, etc.) exclusively or essentially with the goal of using these persons to provide services for the Deutsche Telekom Group.
- (2) Against this background, Contractor, in turn, shall undertake to ensure that in providing its service to Customer, the retired civil servants stated in subsection 1 or personnel as defined by subsection 1, sentence 3, shall not be deployed as employees or temporary workers or as subcontracted work or service providers or in any other way, and none of the former employees specified in subsection 1 are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.
- (3) If Contractor violates the provisions of this section Customer shall be entitled to terminate the agreement for good cause. Customer also expressly reserves the right to assert damage claims due to such violation.

## **8. Invoices, Terms of Payment, Taxes**

- (1) At Customer's discretion, the payment period shall be 60 days net. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this section, but not before performance/acceptance of the service.
- (2) If a credit note procedure has been agreed, the following provisions shall apply in deviation from respectively in addition to the provisions of this section:

Customer effects payments without Contractor submitting invoices. The payment period shall commence when Customer has finished entering the data, but no later than three working days after submission of the delivery note/service confirmation and not before provision/acceptance of the service.

## **8. Assignment of claims**

Contractor's claims against Customer may only be assigned with the express written consent of Customer's procurement unit.

## **10. Final Provisions**

The laws of Japan shall apply, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and provisions referring to foreign law. The venue shall be at the court with jurisdiction at Customer's principle place of business. However, Customer shall also be entitled to have recourse to the court with jurisdiction at Contractor's principal place of business.

---