

Supplementary Purchasing Conditions for IT Services, Information Security and Cyber Protection (NIS2/ISO 27001) As of March 2026

§ 1 Subject Matter and General Conditions

- (1) These supplementary purchasing conditions (IT) constitute an addendum within the meaning of § 1 (2) and § 2 (9) of the General Purchasing Conditions and are authorised in written form by Central Purchasing. In cases where there are differing provisions relating to IT-specific matters, these IT supplements take precedence; otherwise, the General Purchasing Conditions remain fully applicable. These supplementary purchasing conditions have been adopted to regulate procurement processes in the area of IT products and IT services, and serve as an addition to the general purchasing conditions of Gühring KG, which are binding for both parties. They can be viewed on the author's homepage at www.guehring.com. This document takes priority in the event of deviations or contradictions. The following provisions also apply to parts of the software (patches and fixes) as well as to new versions or updates of the aforementioned software, which the supplier provides as part of warranty or software maintenance services.
- (2) When providing IT services in accordance with the contract, the supplier shall take into account the current state of data security and systems, and in particular shall protect the author's systems from unauthorised access by third parties (e.g. hacker attacks) and unwanted data transmission in accordance with the latest technological standards.
- (3) The supplier may only access the author's systems via remote access (remote access/data transmission) with the express written consent of the author.
- (4) The supplier is obliged to perform the contractual services personally. The use of third parties to deliver services is excluded unless the author has given prior written consent.

§ 2 Compliance with fundamental technical standards

- (1) The supplier must ensure that the minimum requirements of the ISO/IEC 27001 standard (Information Security Management System (ISMS)) in its current version or similar standards relating to information security are adhered to. The supplier is obliged, at any time upon request by the author or their authorised representatives, to provide evidence of compliance with these standards. This includes the provision of the necessary conformity certificates, audit reports or other documents confirming adherence to the standards and norms in the area of information security. Compliance with these standards is a binding prerequisite for cooperation between the parties and contributes to the security of the author's information and data.
- (2) The supplier is obliged to provide all documents, drawings, plans, operating instructions and similar materials required for the fulfilment of the contractual conditions and confirmation of compliance with standards free of charge and in reproducible form.

§ 3 Obligation to Compliance, Training and Information of Employees

- (1) The supplier guarantees that its employees possess sufficient qualifications and experience in accordance with industry standards. The supplier undertakes to inform all employees and third parties about the existence and content of these conditions and to regularly update employees and third parties regarding current issues in information security, including their obligations concerning the safeguarding of information security in connection with the provision of services. Furthermore, the supplier's employees are obliged, in accordance with the instructions of their company, not to disclose confidential information.

§ 4 Transfer of Rights

- (1) The supplier hereby grants the author an exclusive, permanent, irrevocable, transferable and sublicensable right to use all work results after their creation, without any restrictions as to content or territory. This right specifically includes the right for the company or third parties to reproduce, modify and edit the work results. This also covers the copying, processing and modification of the contractor's intellectual property by the customer or third parties, insofar as this is necessary for the use of the work results. The right of use for the results remains unaffected even after termination of the contract. Standard software and third-party software which is merely used for the creation or utilisation of the work results are not covered.

- (2) Corrections, bug fixes, updates, upgrades, extensions, new versions or similar, which are provided by the supplier in connection with the contractual service, as well as the corresponding updated documentation for these, are also subject to the provisions of this section. The supplier shall not receive any additional remuneration for this unless otherwise agreed.
- (3) The author is entitled to grant sublicenses and other usage rights for these rights of use, either for a fee or free of charge, and to transfer the rights of use to third parties by using originals as well as copies and altered versions without naming the author.
- (4) The supplier grants an unlimited and unconditional waiver of all claims and rights to intellectual property that are created or transferred by the supplier in connection with the product delivered or service rendered under this contract. The waiver does not extend to rights to standard software or third-party software, which are subject to separate licence conditions.

§ 5 Security Measures

- (1) The supplier undertakes to implement all necessary security measures to protect the author's data against unauthorised access, alteration, transfer, loss or destruction.
- (2) The supplier is obliged to carry out regular risk analyses as well as business continuity and emergency exercises, and to document their results. The supplier possesses documented emergency and recovery plans (Business Continuity Management, Disaster Recovery), which are regularly reviewed and tested to ensure operational capability in the event of disruptions.
- (3) The supplier guarantees the implementation of modern technical and organisational security measures, including but not limited to multi-factor authentication, data encryption, access control and data auditing.
- (4) The supplier undertakes to observe all necessary precautions when transferring the author's confidential data, both in physical and electronic form. This includes the use of secure communication channels, data encryption and other technical measures to ensure the security of the data during transmission.
- (5) The supplier takes all required measures to protect its systems and infrastructure against malicious programmes such as viruses, trojans and other harmful codes. This includes the use of antivirus programmes, regular software updates and ongoing monitoring of security against threats.
- (6) The supplier regularly conducts security reviews, vulnerability scans and penetration tests on its systems and components, and communicates critical findings to the author.

§ 6 Compliance with Information Security

- (1) The supplier undertakes to report security-related incidents that could affect the author's systems or data without delay, but no later than within 24 hours, to the e-mail address it-grc@guehring.de, and to actively participate in the root cause analysis and remediation. The report must contain at least the type, scope, affected systems and initial countermeasures taken. A documented incident response and crisis management procedure must be maintained.
- (2) The supplier shall appoint an information security officer (CISO or an equivalent role) as the main point of contact for the author.
- (3) The supplier ensures that all relevant employees receive regular training on information security and, if the supplier falls under NIS2, also provides employee training in this context.
- (4) The supplier undertakes to subject any subcontractors engaged in the context of the IT services to the same security requirements and to regularly provide proof of compliance. Changes to the supply chain or the use of subcontractors must be communicated to the author without delay.
- (5) The author is entitled to carry out information security audits at the supplier and its subcontractors, either directly or through commissioned third parties. The supplier undertakes to provide all necessary information, reports and evidence.

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§ 7 Compliance with Data Protection Principles

- (1) The supplier undertakes to strictly adhere to the principles of data protection and the legal provisions relating to data privacy, including all applicable laws and regulations governing the processing and protection of personal data. If the supplier's activities involve the processing of personal data, it is obliged to act in accordance with the European General Data Protection Regulation (EU GDPR) and other relevant data protection laws.
- (2) The supplier also undertakes to cooperate with data protection authorities and to provide all necessary information and documentation to enable them to fulfil their functions and duties in connection with data protection.
- (3) The author reserves the right to verify the supplier's compliance with all data protection principles and standards, as well as adherence to the provisions of the EU GDPR and other data protection laws. In the event of any breaches being identified, the supplier is required to promptly take all necessary measures to rectify the breaches and prevent their recurrence.

§ 8 Provision of IT Services

- (1) The scope and nature of the IT services provided, including but not limited to consultancy services and penetration tests, are primarily determined based on the description and requirements set forth in the relevant contract between the author and the supplier. The supplier's obligation is to deliver the IT services with the utmost care and diligence, taking into account the current state of the art. In doing so, the relevant process descriptions and industry standards recognised within the sector must be observed.
- (2) The supplier is free to choose the place of performance of the IT services and to allocate its working time as it sees fit. However, if the author's order expressly references a specific place of fulfilment or if, for business or practical reasons, the author requires the provision of services at a particular location, the supplier is obliged to render the service exactly at that location. The supplier's working hours must be coordinated between the parties. If the IT services include a hotline or similar remote services, the supplier must ensure continuous and adequate availability during the agreed service hours, prioritising the needs of the author (e.g., local working hours, working days and public holidays).
- (3) The supplier grants the author an exclusive, unlimited right of use—without restriction as to time, place, or content, and which is transferable and sublicensable—to the work results individually created in the course of providing the IT services. Excluded from the granting of rights are the supplier's pre-existing know-how as well as standard software, open-source software, and third-party software that are subject to separate licence terms. The supplier assures that it is authorised to grant the aforementioned rights and has also obtained the corresponding rights from any third parties used.
- (4) The supplier undertakes to cooperate with the author and to provide ongoing information regarding the status of the IT services delivered. The supplier must also grant the author access to the necessary documents and data associated with the provision of the IT services.

§ 9 Conditions for the Provision of Developed Software, Including Documentation

- (1) The supplier guarantees that the software provided under the contract is licensed and possesses all the necessary rights for use with the author's information systems and equipment.
- (2) The supplier shall provide the author with complete user documentation and licence keys for each piece of software delivered. If the supplier develops software for the author, it also undertakes to provide the source code of the software, unless otherwise agreed in the contract.
- (3) The results of the work in developing and adapting the software shall be installed, integrated, configured, and handed over to the author in an operational state by the supplier. The supplier will instruct and support the author as required for the execution of agreed tests, trial operations, or the use of the work results.
- (4) The supplier shall provide technical support, updates, and modernisation of the supplied software during the contract period without additional

charges, unless otherwise specified in the contract, with the contract terms taking precedence.

- (5) Before the supplier makes any substantial changes to the software that could affect the customer, the supplier must notify the customer's designated contact person in writing at least three (3) months in advance, providing the information required for the uninterrupted contractual use of the computer software or programme, and the orderer or project manager must confirm this.

§ 10 Conditions for the Provision of Hardware Equipment, Including Documentation

- (1) The supplier guarantees that the delivered hardware equipment meets all technical requirements specified by the author in the previously agreed specification.
- (2) The hardware equipment must be new and unused and free from defects, unless otherwise stipulated in a written agreement with the author. The author will inspect the hardware equipment for defects before it is put into operation in accordance with § 377 HGB. The supplier warrants the possibility of exchanging or repairing the equipment during the warranty and/or guarantee period in the event of defects.
- (3) The supplier undertakes to provide the author with a warranty service for the delivered hardware, as specified in the product specifications.
- (4) The supplier undertakes to ensure the timely delivery and installation of the hardware equipment in accordance with the author's requirements. The supplier is responsible for the proper installation and configuration of the equipment for operational use.
- (5) The supplier shall provide the author with all necessary licences and documentation for each delivered hardware device or piece of equipment, as well as information about the lifespan of each delivered item and the possibility of updating its components.

§ 11 Open-Source Software

- (1) Open-Source Software (OSS) within the meaning of this regulation refers to software provided by a licensor under licences such as the "Berkeley Software Distribution License" (BSD), the "GNU General Public License" (GPL), and the "GNU Lesser General Public License" (LGPL), which establish various conditions and rights for the use of OSS.
- (2) The supplier undertakes to grant the author access to and the right to use Open-Source Software (OSS) as part of this software. This includes permission for:
 - a) Free use: The author has the right to use OSS for their own purposes without paying licence fees.
 - b) Reproduction: The author may make copies of OSS for their own use or for backup purposes.
 - c) Modification: The author has the right to alter the source code of OSS according to their own requirements.
 - d) Distribution: The author may distribute both unaltered and modified software provided under this OSS licence.
- (3) The supplier undertakes to:
 - a) Provide all necessary information, including the OSS source code and copies of the relevant licences, so that the author can make an informed decision about the use of OSS within the software.
 - b) Ensure that the use of OSS in the software does not result in infringement of copyrights, patents, or other third-party rights.
 - c) Indemnify the author against any losses or damages arising from a breach of the supplier's obligations regarding the provision of OSS or from infringements of copyrights, patents, or other third-party rights in connection with the use of OSS.
- (4) In this way, the provision and use of OSS are governed by obligations and rights, as well as the relevant OSS licences, to ensure legality and transparency within this software.

§ 12 Technical Maintenance of Equipment

- (1) In the event of an agreement for the provision of services relating to hardware equipment, including the relevant operating systems, operational and system software, the supplier undertakes to ensure regular technical maintenance of the system in accordance with the established schedule or upon request by the author. This includes inspection,

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diagnosis, and rectification of malfunctions as well as the prevention of potential issues. Any changes or adjustments to the maintenance schedule require a written agreement between the contracting parties.

- (2) The supplier shall provide the author with telephone and electronic support for questions related to the operation and use of the system. Support is provided during business hours and, where necessary, in emergencies.

§ 13 Liability and Warranty

- (1) The supplier is liable for all losses incurred by the author as a result of breaches of contractual obligations or defective deliveries.
- (2) The author has the right to carry out independent quality and compliance inspections. The author is entitled to request the relevant documentation, including inspection and correction reports.
- (3) In the event of breaches of security requirements or reporting obligations in accordance with NIS2, the author may impose a contractual penalty, suspend services, or terminate the contract without notice. The supplier is liable for damages resulting from a breach of these obligations.

§ 14 Contract Termination Conditions

- (1) Early termination of the contract by the author is possible in the following cases:
 - a) Material breach of contractual conditions by the supplier, including but not limited to non-compliance with delivery deadlines, defective provision of services, failure to meet agreed specifications, and other material obligations.
 - b) Non-compliance by the supplier with rules, licences, or standards applicable to the delivery of goods and services, or violation of other legal requirements.
 - c) Financial difficulties, insolvency, liquidation, or changes in the ownership or control structure of the supplier that could affect its ability to fulfil the contractual obligations.
 - d) Insufficient or delayed provision of information, documents, or other necessary evidence that could impact the fulfilment of the contract.
 - e) If the supplier fails to remedy identified defects or breaches of contract within a reasonable period after receiving corresponding notification from the author.
 - f) Material changes in laws or regulations that could significantly affect the fulfilment of the contract.
 - g) The occurrence of unforeseen circumstances of force majeure that make the fulfilment of the contract impossible.
- (2) In the event of early contract termination, the author is released from all additional obligations under the contract, apart from the right to claim damages and compensation in accordance with applicable laws and contractual terms. Early termination of the contract is effected by written notification to the supplier and becomes effective from the day such notification is received.

§ 15 Applicable Law and Dispute Resolution

- (1) This contract is governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) The author reserves the right to determine the method of dispute resolution at their sole discretion. Depending on the circumstances and preferences, the author may choose either the competent court for their jurisdiction or an arbitral tribunal in order to ensure the best possible solution for potential disputes. The exclusive – including international – place of jurisdiction is the business location of the author. The language of proceedings is German.

§ 16 Final Provisions

- (1) Amendments or additions to these IT supplements must be made in writing; the central purchasing department is responsible. Agreements with other departments require formal confirmation by the central purchasing department in order to be binding. This also applies to any changes or cancellation of this provision.
- (2) If one or more provisions of this contract are or become invalid, the

validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a provision that, as far as possible, achieves the intended purpose of the agreement.