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

Part B: Specific terms for France

1. Quality Management, Environmental Protection

(1) Contractor shall adhere to Customer's requirements for quality management and environmental protection. If stipulated in the specification, Contractor shall document the application of (i) a quality management system in accordance with DIN EN ISO 9001, TL 9000 or a similar quality management system and shall provide data with respect to the metrics described either in the TL 9000 Quality Management System Measurements Handbook or in the agreed upon quality management system and (ii) an environmental management system in accordance with either DIN EN ISO 14001 or the ECO-Management and Audit Scheme.

(2) With respect to the French Environmental Code and the "*Décret n° 2014-928 du 19 août 2014 relatif aux déchets d'équipements électriques et électroniques et aux équipements électriques et électroniques usagés*", the Contractor shall assume the Customer's obligations resulting there from, and if such obligations are not transferable support the Customer in meeting its obligations without remuneration. In particular the Contractor shall, at no extra costs and according to the Customer's instructions, mark the products with an identification of the producer (Article R543-177 al. 1 of the French environmental Code) and the required symbol (R. 543-177 al. 2 of the French environmental Code).

2. Integrity, Cooperation, Social Charter

The Contractor ensures to comply with all the obligations regarding the minimum wage legislation for himself and its subcontractors. In this sense and upon request by the Customer, he is – among others - obliged to document respective minimum wage payments. The Contractor shall indemnify the Customer from any legal consequences (including fines) resulting from failure to comply with minimum wage requirements. He shall further immediately inform the Customer as soon as any suspicion arises in case any of its subcontractors does not comply accordingly.

3. 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.

4. Rescission or Termination for Good Cause

The Customer is further entitled to extraordinary terminate the agreement in case the Contractor or its subcontractors do not comply with the regulations of the minimum wage legislation.

5. 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. Same applies in cases of joint and several liability in accordance with the product liability law.

(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.

6. 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 by an authorized employee of the Customer. 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. In all other respects, Customer is released from the obligation to inspect and object to defects set forth in article 1604 of the French Civil Code.

7. Liability for Defects

(1) Contractor shall be liable for defects during the periods prescribed by statute, 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 cannot 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.

8. Data Protection

The following information shall also be collected on employees, vicarious agents and subcontractors to be deployed who require a work or residence permit as per applicable French and European law in order to take up work in France: validity period of the work or residence permit, restriction of weekly working hours as per the work permit, restriction of place of deployment as per the work permit, restriction of duties/position as per the work permit.

9. Work and Residence Permit

(1) Where employees, vicarious agents or subcontractors are deployed, Contractor hereby assures that all necessary official approvals (i.e. work and/ or residence permits) have been obtained. Contractor shall indemnify Customer from any legal consequences resulting from failure to comply with these requirements. Contractor shall comply with French Labour law (art. L.8211-1 and the following) on illegal work and, concealed work. To comply with the Labour Code, Contractor shall give Customer at the conclusion of these T&Cs and every 6 months until the end of the services puchased all documents required by section D8222-5 of the Labour Code and the sworn statement certifying that the work will be performed by legal employees under Labour Code.

(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.

10. 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.

11. Invoices, Terms of Payment, Taxes

(1) The payment period shall be 60 days net. The payment period shall commence on the first day from the issuance of the verifiable invoice which meets the requirements of this section and of article L 441-3 of French Commercial Code, but not before performance/acceptance of the service.

(2) In case of late payment the Customer shall pay an interest rate of three (3) times the legal interest rate prescribed by French laws, and a fixed compensation for recovery fees of 40€, which will apply automatically.

(3) The liability for value-added tax shall pass to Customer if Contractor is not a French company and the services or sales performed under a contract for work and materials by Contractor are taxable in France In such a case, Contractor shall not itemize French value-added tax in the invoice. If Contractor brings items from a third country to France in order to provide the aforementioned services or work and if in this connection turnover taxes on imports are levied, these taxes shall be borne by Contractor.

12. Assignment of claims

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

13. Final Provisions

The laws France 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 place of jurisdiction shall be 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.

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