

## General Contractual Conditions for Suppliers

### 1 Definitions, inclusion of the General Terms and Conditions

**1.1** All Parties have contractually agreed that these *General Contractual Conditions for Suppliers* shall exclusively apply to their mutual contractual relations unless otherwise agreed upon.

#### 1.2 Definitions:

**1.2.1** "Mercateo" shall refer to the respective national Mercateo subsidiary performing the contract and operating the Procurement Platform in the respective Contract Territory.

**1.2.2** "Supplier" shall refer to the company performing the contract which, based on this Agreement, sells its Items to Mercateo through the Procurement Platform in the respective Contract Territory.

**1.2.3** "Customer" shall refer to any commercial company (including authorities and corporations under public law) to which Mercateo sells the Supplier's Items.

**1.2.4** "Parties" shall refer to Mercateo and the Supplier.

**1.2.5** "Third Party" shall refer to anyone who is not covered by the term "Party".

**1.2.6** "Affiliated Company" of a Party shall refer to any legal entity, person or organisation (a company in each case)

1. that is controlled by the respective Party or
2. that controls the respective Party or
3. that is controlled by the same company which also controls the respective Party.. Control shall mean the direct or indirect ownership of at least fifty percent (50%) of the voting interest in such corporation or other entity or the power in fact to control the management directions of such entity.

**1.2.7** "Cooperating Partners" shall refer to companies which have contractual relations with Mercateo for the purpose of a strategic partnership.

**1.2.8** "Items" shall refer to goods and services which the Supplier presents in their Catalogue.

**1.2.9** "Catalogue" shall refer to the product Catalogue provided by the Supplier in accordance with these *General Contractual Conditions for Suppliers*.

**1.2.10** "Procurement Platform" shall refer to the respective electronic platform operated by Mercateo through which Customers may place orders for their commercial and specialist needs.

**1.2.11** "Agreement" shall refer to the Framework Agreement for Supplier Relationships concluded between the Parties.

**1.2.12** "Contract Territory" shall refer to the respective territory defined in the Agreement and/or Country Addendum to the Framework Agreement for Supplier Relationships.

**1.3** The application of any provisions which are not subject to the Agreement, in particular, the General Terms and Conditions of the Supplier or provisions which contradict this Agreement by one Party shall be expressly excluded; unless Mercateo explicitly consented to their application in writing. Consent to these regulations being included shall not be granted, even in the event that there is no explicit objection to a declaration aimed at their inclusion (e.g., through referencing in business documents, delivery notes, or the like). Conclusive behaviour, in particular, the rendering of the agreed service or payment, or its unconditional receipt, respectively, shall not be deemed as consent to the inclusion of General Terms and Conditions.

### 2 Obligations of the Supplier

**2.1** The Supplier shall provide Mercateo with a Catalogue which is suitable for online operation, in a data format that corresponds with the technical environment of the Procurement Platform, in a data format to be mutually agreed upon and in electronically readable form.

**2.2** The Supplier shall not make any major changes to the scope of the Catalogue to be integrated or previously integrated before consulting with Mercateo.

**2.3** The Supplier shall be obliged to offer all products and services listed in the provided Catalogue in the selected contractual territories and to ensure delivery to the Customers within the delivery time indicated in the Catalogue.

**2.4** Upon request by Mercateo, the Supplier shall be obliged to provide a supplier's declaration for Items with preferential origin status.

**2.5** The Supplier shall undertake to observe and comply with the following requirements:

**2.5.1** The Supplier shall be responsible for the merchantability of the Items listed in their Catalogue as well as for fulfilment of the requirements to offer and/or market the Items, especially through an online platform.

**2.5.2** All offered and delivered Items shall comply with the applicable European regulations and directives, their provisions for the implementation in national legislation as well as any other relevant national legal stipulations within the Contract Territory as applicable.

**2.5.3** Mercateo reserves the right to provide and update guidelines for product descriptions on Mercateo on the website <https://www.mercateo.com/support/>. Mercateo shall notify the Supplier in a timely manner. The Supplier shall have the right to extraordinary termination without notice within six weeks of this notification.

**2.5.4** Neither the Supplier nor any of their Affiliated Companies or their financial institutions are subject to sanctions, designated on any list of prohibited or restricted persons or companies, owned or controlled by a person named on such a list, including but not limited to the sanction lists maintained by the United Nations, the European Union or its member states or the government of the United States of America.

**2.5.5** The Supplier's legal transactions to be processed through the Procurement Platform, including the capital and payment transactions relating to them, are not affected by any embargo measures.

**2.5.6** If one of these requirements is not fulfilled, Mercateo shall be entitled to terminate the Agreement extraordinarily for good cause.

**2.6** If the requirements for offering and/or distributing Items, particularly through an online platform, cannot be fulfilled within the sphere of the Supplier, the Supplier shall notify Mercateo without delay of the product-specific requirements for offering and/or distributing the respective Item through an online platform. This notification shall be made in such a way and to such an extent that allow Mercateo to take the necessary steps to fulfil and implement these requirements (particularly, to apply for and obtain potential licences) or make an informed decision about taking the Items offline, which Mercateo is entitled to do.

**2.7** Mercateo shall provide the Supplier with a list of all declarations of discontinuance and commitment with and without penalties issued signed by Mercateo at <http://www.mercateo.com/corporate/unterlassungserklaerungen/>. The Supplier shall actively take note of the list and ensure that the conditions which initially led to the respective declarations of discontinuance and commitment are not fulfilled by the Supplier's Catalogue or its presentation on the Procurement Platform. Mercateo shall notify the Supplier of any amendments/additions to the list via e-mail so that the Supplier is able to fulfil their duty to review.

**2.8** The Parties shall ensure constant availability through the communication channels predefined by the Parties within the regular hours of business.

### 3 Fiscal responsibility

**3.1** In the relations between the Parties, each Party shall be responsible for submitting all relevant value-added tax declarations. The Parties commit that they shall provide each other with all tax returns and returns in relation to any other public charges and certificates required within the framework of the contractual relationship.

**3.2** The Supplier shall be responsible to Mercateo for issuing invoices that comply with the legal requirements and invoice corrections.

**3.3** The Supplier shall be responsible for the correct calculation, reporting and payment of all taxes and/or other public charges to the respective authorities which arise or are levied in connection with the use of the services provided by Mercateo, the sale of Items or the sale of services; unless the Supplier cannot be held responsible for the accrual and/or payment these taxes and other public charges.

**3.4** If Mercateo or any Companies Affiliated with Mercateo in connection with the rendering of services for the Supplier have had any taxes and/or other public charges levied, the Supplier shall be liable for these taxes and/or other public charges as far as the Supplier can be held responsible for the accrual and/or payment of these taxes and other public charges.

**3.5** The Supplier shall indemnify Mercateo or any Companies Affiliated with Mercateo from paying these taxes and/or other public charges and/or reimburse any taxes and/or other public charges that have already been paid.

**3.6** Relating to the responsibilities stated above, the Supplier shall comply with the applicable tax returns and returns in relation to any other public charges at the place of business of the respective Mercateo office and in the respective Contract Territory.

#### **4 Granting rights of use**

**4.1** The Supplier shall grant Mercateo a simple, revocable right to use the content of the Catalogue, in particular, the product images and product descriptions, restricted for use on the Procurement Platform, free of charge for the duration of the Agreement. The granted right of use shall include, in particular, the right to use, reproduce, display, present, distribute, adjust and reformat all data that was made available. The adjustment of the data that was made available shall be performed exclusively for the purpose of enabling and/or improving the product presentation on the Procurement Platform. The use shall also include using or licensing the use the content of the Catalogue, particularly images and descriptions of Items to advertise and/or search/find the Procurement Platform and/or Items through search engines.

**4.2** Mercateo may sublicense the granted right of use solely to Affiliated Companies and Cooperating Partners for them to use it in their respective systems. The Cooperating Partners shall be obliged to utilise the data provided by the Supplier solely for the purpose of promoting and selling the Items offered by the Supplier and not to forward it to Third Parties. Mercateo shall not alter the Supplier's trademarks or product images in such a way that they no longer comply with the form that was originally provided (excepting size adjustments, as long as the aspect ratio is respected and no falsification is to be assumed).

**4.3** The Supplier shall be responsible for the factual and legal correctness and completeness of the details, images, descriptions of the Items and other content in the provided Catalogue. The Supplier shall guarantee that the Catalogue provided to Mercateo as well as the details, images, descriptions of the Items and other content contained therein do not infringe any Third-Party rights. The Supplier assures, in particular, that they are authorised to use content from Third Parties for the preparation of the Catalogue, to grant this right to Mercateo for the purposes of fulfilling this Agreement, particularly with regard to making the content of the Catalogue publicly accessible.

#### **5 Extent of the Catalogue integration**

**5.1** Mercateo shall have the right to limit the extent of the Catalogue to be integrated or previously integrated by Item or categories of Items in coordination with the Supplier.

**5.2** Moreover, Mercateo shall have the right to take one or several of the following measures if there is any indication that the Supplier does not comply with or violates this Agreement, especially the delivery times and availabilities specified herein, legal stipulations or Third-Party rights:

**5.2.1** Notifying the Supplier in connection with the formal requirement to cease or change such conduct;

**5.2.2** Deleting product/service descriptions or adjusting the availabilities and delivery times;

**5.2.3** Limiting the features of the connection to the Procurement Platform;

**5.2.4** Temporary blocking;

**5.2.5** Definitive blocking. Mercateo shall have the right to exclude any and all of the Supplier's Catalogues definitively from Procurement Platform integration for any good cause which would entitle Mercateo to an extraordinary termination of the Agreement.

**5.3** When choosing from the aforementioned measures and the order in which they are applied, Mercateo shall take into consideration the legitimate interests of the Supplier, particularly whether there is any indication that the Supplier has not or predominantly not caused the violation. In the event of temporary blocking, Mercateo shall decide on the unblocking of the Supplier's connection at Mercateo's reasonable discretion, after having obtained the opinion of the Supplier in due time and notifying the Supplier of the decision.

#### **6 Fee**

The fee to be paid by the Supplier shall be in accordance with the stipulations of the Agreement. With the exception of the monthly service charges, the fee shall be invoiced upon conclusion of the contract and are due immediately. The monthly service charge shall be paid in accordance with the stipulations of the Agreement.

#### **7 Purchase prices and sales prices**

**7.1** The Supplier shall offer the Items listed in the Catalogue to Mercateo on the basis of the prices quoted to Mercateo (purchase prices) with consideration of any special conditions agreed upon with Mercateo.

**7.2** The Supplier may change the purchase prices to be displayed by Mercateo at any time by updating the prices. These changes shall become effective upon integration of the updates made by the Supplier on the Procurement Platform (going live). These changes shall not apply to orders which Mercateo transmits to the Supplier up to five calendar days after the update went live if the order by Mercateo is based on an order made by the Customer from the Catalogue prior to the update going live. These orders shall be subject to the previous purchase price effective prior to the update.

**7.3** To determine the sales price for the Customer, the purchase price shall be increased by a margin to be determined by Mercateo according to its own commercial interest.

**7.4** Mercateo itself shall add the sales prices for the Items to the Catalogue provided by the Supplier. In exceptional cases to be defined solely by Mercateo, Mercateo shall notify the Supplier of its sales prices. The Supplier shall be obliged to add these sales prices to the Catalogue which the Supplier provides to Mercateo. For this purpose, it shall be sufficient for Mercateo to send the margin formula used by Mercateo to determine the sales prices to the Supplier. The Supplier shall use the margin formula to determine the sales prices and add them to the Catalogue. The Supplier shall not be entitled to receive the margin calculation formula.

#### **8 Conclusion of contract, order processing, right of rescission**

**8.1** A contractual relationship regarding the order of Items from the Catalogue shall exist solely between Mercateo and the Supplier. Mercateo shall use the Supplier to process orders vis-à-vis the Customer. The Supplier shall deliver the Items to the Customer on behalf of Mercateo.

**8.2** As a matter of principle, Mercateo as the retailer shall be the point of contact for the Customer and the Supplier. Mercateo shall be notified without delay of any direct communication between the Supplier and the Customer, stating the content of such communication. As far as the Customer makes declarations towards the Supplier (in particular, declarations according to which the Customer refuses the Items delivered to the Customer, only partially accepts the delivered Items, issuing a notice of defects - an examination of or a complaint regarding the Item, guarantee or warranty), the Supplier shall inform Mercateo without delay and in full, specifying the date, the Items concerned as well as any other information that the Customer provided to the Supplier, particularly regarding the reasons for the Customer's conduct.

**8.3** Mercateo shall submit purchase orders placed by the Customer from the Catalogue in an electronic form as predefined by the Parties.

**8.4** The Supplier's provision of a Catalogue shall represent a non-binding offer to Mercateo to conclude a purchase contract with Mercateo regarding the Items listed in the Catalogue. Mercateo's order from the Supplier shall represent a binding offer to conclude a sales contract following the criteria, such as price, availability and delivery time, indicated by the Supplier. The sales contract between the Parties concerning the ordered Items shall come into effect without the Supplier expressly accepting the offer provided the Supplier does not immediately refuse the order. Irrespective of the above, the Supplier shall send an order confirmation to Mercateo in electronic form without delay upon the receipt of the order.

**8.5** After the purchase contract is concluded the Supplier shall notify Mercateo in electronic form directly and without delay of any delivery delays, lack of availability or other disruptions regarding the delivery and/or deviations from the agreed conditions. In this case, Mercateo shall be granted the right to rescind the individual purchase contract with regard to the (partial) performance not rendered.

**8.6** The Supplier shall ship the Items directly to the Customer specified in the order, inform Mercateo about the time of shipping to the forwarder as well as, if possible, the time of delivery to the Customer using an electronic dispatch notification. This notification of dispatch to the Customer shall contain the same information which is also included in the delivery note addressed to the Customer and which may allow for the shipment to be tracked. The delivery note shall be based on a template created by Mercateo and shall particularly contain the information that in the case of returned Items/a complaint, Mercateo shall be contacted first.

**8.7** The Supplier shall address their invoice for the order from Mercateo directly to Mercateo. The Supplier shall not issue any invoices to the Customer.

**8.8** Irrespective of the legal basis, the Customer shall return Items directly to the Supplier if instructed to do so by Mercateo.

**8.9** The Supplier shall be exclusively responsible for preparing, performing and post-processing any product recalls. Mercateo shall assist the Supplier with the product recall if required.

## **9 Place of performance and transport risk**

**9.1** The place of performance for Mercateo's payment obligations shall be the registered office of Mercateo.

**9.2** The place of performance for deliveries by the Supplier shall be the place of delivery or the customer's place of receipt specified in the order.

**9.3** The Supplier shall bear the transport risk until the Item is delivered to the Customer or the addressee designated by the Customer. The Supplier shall insure the Items to be delivered appropriately, at the Supplier's own choice and discretion.

## **10 Terms of payment**

A payment shall be deemed as effected once Mercateo has transferred the amount to an account indicated by the recipient of the payment. The Party effecting the payment shall bear the costs incurred for processing the payment, except for costs incurred at the financial institution keeping the recipient's account for receiving or crediting the payment.

## **11 Assignment, set-off, retention, security retention**

**11.1** Any assignment, transfer, charging, authorisation of Third Parties to safeguard rights and fulfil obligations arising from this Agreement and/or orders placed in connection with this Agreement or any other action shall require the consent of the other Party, unless the assignment is made between Affiliated Companies.

**11.2** A Party may offset against demands only with such own demands that have been recognised by declaratory judgment, are uncontested or are acknowledged by the other Party. The Supplier may offset against payment demands of Mercateo only with such own demands that have previously become res judicata, are uncontested or have been acknowledged by Mercateo in writing.

**11.3** Mercateo shall have the right to refuse payment until the Supplier has delivered the order in full. If the Supplier has delivered a part of the order, Mercateo shall also be entitled to refuse payment until the order was delivered in full, as far as this does not infringe the principles of good faith, particularly due to insignificance of the outstanding partial delivery.

**11.4** In the case of the application for the commencement of insolvency proceedings regarding the assets of the Supplier, Mercateo shall be entitled to retain a maximum of 5 per cent of the amount of the outstanding debts as security. The security shall serve to ensure the performance of the contractual obligations in accordance with the contract, in particular the processing of any claims for defects existing vis-à-vis the Supplier. After two years, Mercateo shall return any security retained for claims for defects that was not realised, unless a different time period was agreed upon for the return. However, Mercateo shall be entitled to retain a corresponding part of the security, as far as the asserted claims have not yet been fulfilled at that time.

## **12 Warranty**

**12.1** If an Item is deficient, Mercateo may assert the following warranty claims:

**12.1.1** Mercateo may demand supplementary performance in the form of removal of the defect or substitute delivery of a good free from defects to the Customer. The Supplier shall bear any costs incurred for the purpose of supplementary performance, particularly transport, road, labour and material costs, unless these were increased by the circumstance that the Item was shipped to a location other than the place of performance.

**12.1.2** The Supplier may refuse the type of supplementary performance selected by Mercateo if the supplementary performance is impossible or only possible by incurring disproportionate costs. In particular, the value of the

Item in perfect condition, the significance of the defect and the question whether another type of supplementary performance could be used without major disadvantages for Mercateo shall be considered in this context. In this case, Mercateo's claim shall be limited to the other type of supplementary performance.

**12.1.3** If the Supplier delivers an Item free from defects to the Customer, the Supplier may demand the return of the deficient Item from Mercateo.

**12.1.4** If the supplementary performance fails, Mercateo shall have the right to rescind the contract or reduce the purchase price appropriately.

**12.1.5** Warranty claims, particularly claims for damages according to the respective legal provisions, shall remain unaffected.

**12.2** Warranty claims shall exist independently from a prompt notice of defects in terms of the respective trade customs.

**12.3** Independent guarantees of the manufacturer and/or the supplier of the delivered Items shall remain unaffected.

**12.4** The Parties shall be obliged to collaborate in processing these warranty and guarantee claims that are asserted against Mercateo in a way that ensures optimal and expeditious review and settlement of the claims. As far as the Supplier provides services or exercises legal acts towards the Customer with regard to guarantee and/or warranty claims asserted against Mercateo by the Customer that result in the satisfaction of these claims, the Supplier shall be released to this extent from the corresponding guarantee and/or warranty obligations in their relationship to Mercateo.

**12.5** If the Supplier complies with their obligations of supplementary performance by means of substitute delivery, the limitation period shall start anew for the Item delivered as substitute after its delivery, unless the Supplier has explicitly and correctly expressed the reservation to perform the substitute delivery only as a gesture of goodwill, in order to avoid disputes, or in the interest of continuing the supply relationship.

## **13 Indemnity**

**13.1** If a Third Party asserts claims against Mercateo

**13.1.1** in connection with the non-performance of assurances, warranties or obligations of the Supplier based on the Agreement or the ordering of Items or

**13.1.2** due to legal provisions relating to Items offered by the Supplier

the Supplier shall indemnify Mercateo against any such claims and the related costs, expenses and damages.

**13.2** As far as the Supplier is obligated to indemnify Mercateo against claims for damages asserted by Third Parties, the Supplier shall agree to defend Mercateo at their own cost against the recourse and/or support Mercateo in its defence if requested an instructed to do so by Mercateo.

**13.3** The indemnity shall apply to the same extent to the executives, board members, employees, legal representatives and deputies of Mercateo and/or any Companies Affiliated with Mercateo.

**13.4** The Supplier shall undertake to take out and maintain liability insurance which includes product liability insurance and covers a minimum of EUR 5,000,000 per person and property damage claim. The extent of the sum of all claims Mercateo may assert against the Supplier shall not be limited by the existence of such insurance.

## **14 Liability**

**14.1** Mercateo shall be fully liable for any damage arising out of death or injury to body or health resulting from breach of obligations by Mercateo or Mercateo's legal representatives or vicarious agents.

**14.2** Furthermore, Mercateo shall also be liable for any other damage resulting from intentional or grossly negligent breach of obligations by Mercateo or Mercateo's legal representatives or vicarious agents.

**14.3** In the case of other damages being attributable to ordinary negligence, Mercateo shall be liable in the event of an infringement of an essential contractual obligation; however, the amount for which Mercateo is liable shall be limited to the damages that were foreseeable at the time of the conclusion of the Agreement and that are typical for the nature of the Agreement, a maximum of EUR 5,000,000 per case. Material contractual obligations are such obligations, the fulfilment of which characterises the contract and on the compliance of which the Supplier may rely.

**14.4** Liability for fraudulent acts and/or guarantees shall remain unaffected.

**14.5** The above stipulations regarding liability shall apply equally to the Supplier.

#### **15 Data protection**

**15.1** The Parties shall comply with the applicable laws and agreed provisions on data protection and commit the persons entrusted by them with the performance of this Agreement act in an appropriate manner regarding the compliance with the laws and the agreed provisions on data protection.

**15.2** The Supplier shall undertake to use the Customer data transmitted by Mercateo exclusively for processing the order from Mercateo. If the data transmitted by Mercateo is to be used for any other purpose than processing the order, the Supplier shall be obliged to obtain the express consent from the Customer.

**15.3** The Supplier shall not forward the Customer data transmitted by Mercateo to Third Parties in any way, e.g., by means of sale or exchange. Forwarding data to a Third Party within the framework of processing the order from Mercateo shall be permissible if the Third Party is obligated by the Supplier to comply with the relevant data protection regulations.

**15.4** The Supplier shall delete any and all Customer data obtained from Mercateo once the order has been processed. This shall not apply if the Supplier has received express consent from the Customer to use the data. If there are statutory regulations and/or reasons for preserving evidence which prohibit a deletion at the time, the data shall be locked; it must be deleted as soon as locking it is no longer justifiable.

**15.5** The Supplier shall delete the Customer data transmitted by Mercateo upon request. If the Supplier violates the foregoing provisions, Mercateo shall have the right to demand the deletion of all data obtained from Mercateo by the Supplier, unless legal reasons prohibit such a deletion.

#### **16 Confidentiality**

**16.1** "Confidential Information" shall refer to all information and documents of the respective other Party which have been marked as confidential or must be regarded as confidential in light of the circumstances, particularly information about operational procedures, business relations and knowledge.

**16.2** The Parties agree to maintain confidentiality relating to Confidential Information.

**16.3** The confidentiality obligation shall not apply to any Confidential Information

**16.3.1** which the Party was demonstrably aware of at the time the agreement was concluded or was made aware of by a Third Party after conclusion without this representing a breach of a non-disclosure agreement, legal provisions or official regulations;

**16.3.2** which were publicly available at the time the Agreement was concluded or became subsequently publicly available without this being attributable to an infringement of this Agreement;

**16.3.3** which are disclosed to Affiliated Companies, employees or authorised representatives from the other Party to the extent that they have to know this information for the performance of this contract. The recipients of the disclosed information shall be obligated to maintain confidentiality to the same extent;

**16.3.4** which must be disclosed due to legal obligations or by order of a court or an authority. As far as permissible and possible, the Party obligated to disclose the information shall notify the other Party of this obligation and give the other Party an opportunity to take action against the disclosure;

**16.3.5** which are disclosed by employees of the disclosing Party to the responsible authorities in fulfilling or exercising rights defined under compliance standards and/or legal provisions.

**16.4** The Party, which refers to this exception, shall bear the burden of proof.

**16.5** The obligation of confidentiality shall not apply to the analysis and transmission of the purchase prices which the Supplier charges Mercateo to other suppliers in pseudonymised form for the purpose of price reporting.

#### **17 Contractual period and termination**

**17.1** This Agreement is concluded for an indefinite period of time. Unless otherwise agreed upon, it shall come into force upon signature.

**17.2** The Agreement may be terminated by written notice with a term of three months to the end of the month.

**17.3** The right of extraordinary termination for cause shall remain unaffected.

**17.4** The Parties agree that notwithstanding a termination of this Agreement, orders that are not processed at the time at which the termination becomes effective shall be duly processed in accordance with this Agreement.

**17.5** Furthermore, the Parties agree that the obligations regarding the indemnity and warranty shall continue to apply after the termination of this Agreement as long as Third Parties assert claims against Mercateo or as long as the statutory limitation and warranty periods last.

**17.6** The confidentiality obligation as well as the obligation to comply with data protection regulations shall remain in force after the termination of this Agreement.

#### **18 Jurisdiction, governing law, form and language**

**18.1** The exclusive place of jurisdiction for all disputes arising from or regarding this Agreement as well as concerning its conclusion and its validity shall be the registered office of Mercateo.

**18.2** This Agreement, in particular, its conclusion, validity, form, execution, termination and settlement shall be governed by the law applicable at the registered office of Mercateo. The United Nations Convention on Contracts for the International Sale of Goods shall be excluded. The same shall apply to unilateral legal transactions and business-like acts relating to this Agreement.

**18.3** The electronic form shall be equal to the written form.

**18.4** The contractual language shall be the national language spoken at the registered office of Mercateo.

#### **19 Severability clause, amendment of the General Contractual Conditions for Suppliers**

**19.1** In the event that one of the foregoing provisions is or becomes invalid or void, the validity of the other provisions shall remain unaffected. Unless the Parties individually agree otherwise, the invalid or void provision shall be replaced by the appropriate statutory provision.

**19.2** Should it become apparent after conclusion of the Agreement that Agreement does not regulate a circumstance which the Parties would have regulated if at least one Party would have considered it at the conclusion of the Agreement, such regulatory gap shall be filled by the respective statutory provision, unless the Parties individually agree otherwise.

**19.3** Mercateo reserves the right to amend these *General Contractual Conditions for Suppliers* as well as all other documents relevant to any agreements with effect for the future, as far as essential regulations of the contractual relationship are not affected hereby and as far as it is necessary for the adjustment to developments which were not foreseeable at the time of the conclusion of the Agreement, and if their non-consideration would significantly disrupt the balance of the contractual relationship. In such an event, Mercateo shall notify the Supplier of any amendments in text form before these amendments come into effect. The amendments shall be deemed to be accepted if the partner does not object to them in writing within six weeks of being notified of the amendments. In the event that the Supplier objects to a change, Mercateo shall be entitled to terminate the contractual relationship in accordance with the contractual period of notice.