

Distribution Agreement with Third Party Delivery

between

the **COMPANY**,

- hereinafter "Third Party Supplier" - and

Brodos AG, Erlanger Strasse 9-13, D-91083 Baiersdorf

- hereinafter "Brodos" or "Distributor" -

Supplier Master Data / Delivery and Payment Conditions

Company Name (Third Party Supplier)	
Address	
Contact	
Telephone	
Fax	
Email	
Bank name	
Bank sort code	
Account no.	
Bank Address	
IBAN	
SWIFT Code/ BIC	
Payment terms	
Delivery conditions	
USt-IdNr./ VAT- No.	

Third Party Supplier's contacts for operational issues

Contact for orders	
Name	
Telephone	
E-mail address	
Contact for service	
Name	
Address (if different from supplier's address)	
Telephone	
E-mail address	
Contact for technological issues (import and stock)	
Name	
Address (if different from supplier's address)	
Telephone	
E-mail address	

The distributor Brodos operates the brodos.net ERP system. The Third Party Supplier offers its own products for sale via the brodos.net platform. The Third Party Supplier also sends products directly to the Distributor's customers and sells products to the Distributor. Brodos buys and sells in its own name and on its own account to customers.

1. Providing Product Portfolio

- (1) The Third Party Supplier shall provide Brodos with the defined product portfolio (including complete master data, prices and availability) as a CSV file, updated and sent on a daily basis. A detailed description of the state of each of the items included in the file must always be given.

2. Subject of the Agreement, Contractual Territory

- (1) The Third Party Supplier shall grant the Distributor the right to sell the supplier's products via the brodos.net platform, these goods are the subject of the Agreement.
- (2) The contractual territory is not restricted in any way. The main sales market is the Federal Republic of Germany.

3. Service Level Agreement

- (1) Dispatch times: If ordered by @-> at the latest, the goods shall be dispatched that day and generally delivered the following day. A quota of 98% is guaranteed. The Third Party Supplier undertakes to treat Brodos customers at least as well as its other customers.
- (2) Dispatch notice: An email shall be sent to the person placing the order or marketplace@brodos.de once goods are dispatched.

4. Best Price Agreement:

- (1) The Third Party Supplier shall show Brodos customers the best possible price via brodos.net.
- (2) The Third Party Supplier shall not offer a Brodos customer a better price if he or she places a request directly with the Third Party Supplier.

5. Dispatch Costs

(1) <.....>

6. Data Protection

- (1) The delivery addresses forwarded to the Third Party Supplier are addresses of retailers and/or end customers provided to Brodos exclusively for the purpose of supplying goods. All customer data, irrespective of whether it refers to retailers or end customers, is to be protected in accordance with the provisions of the Federal Data Protection Act (BDSG). The following types or categories of data are subject to collection, processing and/or use of personal data pursuant to §11 BDSG:
 - personal master data
 - communication data (e.g. telephone, email)
 - contract master data (contractual relations, interest in products or interests in the performance of the contract)
 - customer history
- (2) Infringements of the BDSG on the part of the Third Party Supplier can be prosecuted pursuant to § 43 BDSG with fines imposed by the supervisory authorities. The Third Party Supplier is responsible for fines and damages incurred as a result of any infringements of the BDSG on the part of the Third Party Supplier.
- (3) The data listed in paragraph (1) is to be deleted as soon as possible pursuant to BDSG. In the case of third party delivery, data shall be deleted by the Third Party Supplier upon expiry of the guarantee period, but at the latest after 24 months.

7. Retailer Protection

- (1) The Third Party Supplier agrees to refrain from using the customer data forwarded by the Distributor for marketing purposes or for customer acquisition, notwithstanding the obligations stipulated by the Federal Data Protection Act.
- (2) In the event that the Third Party Supplier violates the provisions stipulated in paragraph (1), Brodos can demand a contractual penalty of 500 Euros for each individual instance.

8. Central Remuneration

- (1) Brodos shall receive from the Third Party Supplier a central remuneration amounting to 3.5% of the net turnover generated between Brodos and / or the connected customers of Brodos and the Third Party Supplier within the framework of this cooperation.
- (2) Brodos shall deduct the central remuneration directly from each invoice.
- (3) If the goods do not correspond to the specifications stated in brodos.net, the customer shall be entitled to return the goods at the expense of the Third Party Supplier and cancel the purchase.

9. Guarantee

- (1) The Distributor shall make every effort to process service requests directly via the manufacturer. If this is not possible, they shall be processed via the Third Party Supplier. Costs for the service shall be borne by the Third Party Supplier.
- (2) The Third Party Supplier shall take out insurance suitable to cover any possible liability claims from Brodos.
- (3) The Third Party Supplier undertakes to comply with all statutory obligations stipulated by the German Electrical and Electronic Equipment Act (ElektroG), the German Battery Act (BattG) and all provisions set out in the WEEE/ROHS Directives for all deliveries governed by the provisions of the Electrical and Electronic Equipment Act. In particular, the Third Party Supplier shall ensure that its company is registered correctly as a manufacturer with the pertinent authorities, that goods are labelled correctly and that goods distributed by the Third Party Supplier have the properties they are obliged to have.
- (4) The Third Party Supplier shall release the Distributor from all claims and expenses incurred by complying with the duties stipulated in the ElektroG. Furthermore, the Third Party Supplier is obliged to pay compensation for all damage and consequential damage arising from claims being brought by the buyer based on the Supplier's failure to comply with obligations pursuant to these provisions.

10. Product Service

- (1) The Third Party Supplier shall give Brodos a guarantee for all goods it supplies.
- (2) This guarantee shall commence on the day the customer receives the goods and risk is transferred to him. Statutory provisions governing the suspension and interruption of periods of limitation shall apply accordingly to the period covered by the guarantee.

11. Date of Payment

- (1) Brodos shall settle the invoice with the Third Party Supplier after 14 days, provided the person placing the order has received the goods in the stated condition and with the required specifications.

12. General Tasks for which Brodos is Responsible

- (1) Brodos shall endeavour to take all action necessary in order to generate an adequate turnover of goods which are the subject of this Agreement in view of the structure of the contractual territory.
Brodos shall make a particular effort to protect the interests of the Third Party Supplier in the contractual territory and to maintain a sales organisation in the contractual territory.

13. Exclusivity

- (1) Brodos also sells on behalf of other suppliers.

14. Advertising by Brodos

- (1) Brodos is entitled to advertise goods which are the subject of this Agreement in its contractual territory at its own expense; it may consult beforehand with the Third Party Supplier in order to ensure the uniform appearance of the advertising. The Third Party Supplier shall advise Brodos in all advertising-related matters.

15. Obligations upon Termination of the Agreement

- (1) Upon termination of the Agreement, Brodos shall return all advertising material provided free of charge by the Third Party Supplier. If Brodos has purchased advertising materials, the Third Party Supplier shall take this material back at the purchase price.

16. Rights to Use Listing Data

- (1) The Third Party Supplier undertakes to provide the Distributor with listing data for all products offered for sale.
- (2) The listing data shall consist at the very least of the following:
 - digital images (in high resolution if so required)
 - digital product data sheet
 - digital brochures
 - EAN (European Article Number)
- (3) The Distributor has the right to use this digital material in all conceivable ways in all areas and for an indefinite period of time. In particular, the Distributor is entitled to copy, distribute, publish, make publicly available or use such listing material in any other way or allow third parties to use such listing material for advertising purposes. For these purposes, the material may also be altered, edited and/or modified.
- (4) The rights which are granted are transferrable.
- (5) The Third Party Supplier hereby expressly waives the right to be named as holder of copyright for the listing material.

17. Duration of Distributor Agreement, Termination

- (1) This Distributor Agreement shall take effect the day it is signed and is concluded for an indefinite period.
- (2) The Agreement can be terminated by either party giving notice of six months to 30 June or 31 December respectively.
- (3) Notice of termination shall be given in writing.

18. Supplementary Agreements, Partial Invalidity

- (1) Supplementary agreements, additions and amendments to this Agreement shall be made in writing.
- (2) Should one provision of this Agreement be invalid, this shall not affect the validity of the other provisions. In place of the invalid provision, the Parties shall agree on a provision which comes as close as possible to the intention of the invalid provision. This shall also apply with respect to any omissions in the Agreement.
- (3) If any provisions in this Agreement contradict the General Terms & Conditions of Business or a Purchase Agreement, this Agreement shall take precedence.

19. Appendices

- (1) Appendix 1 Service centres

Signed Third Party Supplier

.....
(Place/ Date)

.....
(Place/ Date)

.....
(Name/ Position)

.....
(Name/ Position)

.....
(Stamp / legal signature)

.....
(Stamp / legal signature)

Signed Brodos AG

.....
(Place/ Date)

.....
(Place/ Date)

.....
(Name/ Position)

.....
(Name/ Position)

.....
(Stamp / legal signature)

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(Stamp / legal signature)