

**General Conditions of Purchase of TUI AG and its subsidiaries\*  
for supplies and services**

1. **General.** The following General Conditions of Purchase apply exclusively to all our orders, even those which are not governed by a purchase contract. Different conditions apply only if and to the extent we have expressly accepted them in writing. If our order subject to our General Conditions of Purchase should not be accepted, it must be returned to us prior to delivery with a relevant justification so that mutual agreement can be reached. By accepting the order these General Conditions of Purchase form the basis of the contract. Sales/delivery conditions the supplier may attach to his offer or the confirmation of order/delivery do not apply, even if we do not expressly contradict them. Payment or acceptance of services by us shall not constitute recognition of the supplier's terms and conditions of sale/delivery.  
Orders can be placed by remote data transmission or in writing. In the event of receiving faulty or incorrect electronic messages, orders, etc., the supplier will notify us immediately of any orders that do not correspond to the standard TUI format\*\*. Furthermore, in such cases we are not liable to pay nor shall we pay even if such messages are issued by our staff unless they have been approved in writing by Group Purchasing. All documents related to the transaction of an order must, in addition to the description of the article, contain the order or retrieval number, order date, quantities and weights, delivery address and type of packaging. Without our prior written consent the supplier may not transfer to any third party the rights and obligations that arise from our orders nor assign claims against us to third parties or have them collected by third parties. In case of extended title, consent shall be deemed granted. The supplier is informed that in connection with the business relationship data obtained by the companies of the TUI Group are stored in files and are transmitted between them.
2. **Prices.** Prices are to be stated without VAT; they are fixed prices and refer to door delivery to the delivery address. These prices cover all supplies, services and auxiliary performances that belong to the overall performance ready for acceptance as specified in the contract or purchase order in accordance with the tender documents, drawings, catalogues or other performance specifications of the supplier. In the case of prices per weight, the official weighing, and in the absence of thereof our weighing, is authoritative. Packaging costs will only be reimbursed separately if this is agreed. These costs shall be reimbursed and credited to us upon freight prepaid return of the packaging. Unilateral price changes are not permitted. Any notice of exemption from building withholding tax shall be presented without request.
3. **Delivery time.** Except for force majeure the delivery dates or deadlines stated in our order are binding and are understood as the time of arrival at the specified delivery address. In the case of failure to deliver the delivery or service on time we are entitled to assert any resulting legal claims.  
The supplier shall notify us of any delays he is aware of immediately. Premature delivery, deliveries outside the delivery hours specified by us as well as part or multiple deliveries require our consent.
4. **Shipping, place of fulfillment.** A packing slip or delivery note must be attached to all shipments. In addition on the day of shipping notice of shipment with delivery address shall be sent to the purchaser by email or directly via our ordering system. Partial or remaining supplies must be marked as such. Until we have received full delivery/accepted supplies and services, the supplier shall bear the risk of loss, accidental loss or damage regardless of the pricing.  
The place of performance for deliveries and services is the shipping address we specify, otherwise and for all other obligations of both parties the place of performance is Hannover.
5. **Drawings, designs, patterns.** Drawings, designs, patterns, etc. that we provide to the supplier for purpose of preparing the tender or performing an order remain our property and may not be used for other purposes, reproduced or disclosed to third parties.
6. **Characteristics, labeling and packaging.** The goods and services delivered must comply with the specifications in the order, drawings and other information. They shall be executed in such a way that they comply with the delivery date and all applicable statutory regulations and official rules, trade association rules and principles, VDE and DIN specifications, all applicable industry standards and voluntary commitments and all other regulations applicable to the supply relationship. This applies both in terms of the condition of the goods and services themselves, to existing regulations for packaging, labelling and other accompanying information, as well as to the existence of required approvals, permits, etc.  
Packaging should in principle be reusable packaging and made from environmentally friendly materials. Packaging should be manufactured without CFCs, be chlorine-free, chemically inert, ground water neutral and non-toxic in combustion. Packaging materials shall be marked and identified with recognised recycling symbols, such as RESY, or material symbols. The supplier is obliged without cost to us to dispose properly of his waste, packaging, etc. at his own responsibility. If he does not comply with this agreement, we shall dispose of same at his expense without further notice.
7. **Defects of title.** The supplier warrants that his delivery is free from third party rights and that no patent or other rights of third parties are violated at home and abroad through his deliveries and their contractual use. Our claims deriving from legal liability for defects shall expire within a period of three years from the time of becoming aware or had it not been for gross negligence we should have been aware of the underlying breach of duty.
8. **Material defects, liability.** The supplier is aware of the purpose of the contractual performance. He is liable for defects which affect the suitability of the delivery for the designated purpose and unless stated otherwise the best quality in material and design is deemed agreed.  
Liability, including liability for defects, is governed by the statutory provisions unless otherwise agreed or specified in these conditions. Grounds for delayed notification or unconditional acceptance are excluded. In urgent cases we shall be entitled at the expense of the supplier to replace defective parts or to repair and remedy any damage. In the case new delivery or elimination of defects the limitation period for the limited warranty for the corresponding parts begins afresh.  
Defects in a delivery or service entitle us to withdraw for good cause from all existing contractual relationships with the supplier that govern the regular delivery of goods or the regular provision of services or work. Good cause exists if there is legitimate concern that faults or defects in goods or services may impact on other goods or services, or may occur in a similar way. The supplier shall take back any delivered goods at his own expense.  
If we are held liable for violation of official safety regulations or for other legal reasons under domestic or foreign law, we are entitled, taking into account the principle of good faith, to compensation from the supplier for the loss suffered according to the provisions of the law exerted against us (principles of liability) if, unless the supplier can prove that the loss was inevitable and unpredictable, his deliveries and his behaviour were flawed and the cause of the damage. In cases where recourse is expected, we are prepared to inform the supplier of any claims against us and the countermeasures taken by us. Our claims under Section 8, paragraph 2 above lapse in two years starting with the acceptance of the delivery or performance unless a longer period is agreed or required by law. By acknowledging the receipt of goods supplied or by accepting or approving submitted drawings or samples, we do not waive to right to assert claims arising from liability for defects or other rights.
9. **Payment.** Payment is made without prejudice to later examination of the invoice  
- within 14 days with 3% discount  
- or within 30 days with 2% discount  
- or within 90 days without deduction  
at our discretion by cheque, discountable bill or bank transfer.  
The payment period shall only commence once the invoices and the deliveries have reached us in full, and the further duties of the supplier have been fully discharged. We are entitled to offset claims of the supplier against claims of TUI AG and its Group companies on the basis of same-day settlement.  
The place of performance for payment is the selected venue according to section 9 paragraph 1 for the respective mode of payment.
10. **Confidentiality.** The supplier shall keep confidential our order and all related commercial and technical details. The supplier may only refer to the business relationship with us if we have provided our written consent.
11. **Validity of contract.** Should any of the individual provisions of the above conditions be invalid, the remaining provisions shall remain unaffected. The parties to the contract undertake to make a new provision which comes as close as possible to achieving the commercial purpose of the invalid provision.
12. **Applicable law, place of jurisdiction.** The law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 exclusively governs the foregoing provisions.  
The place of jurisdiction for all disputes - except with non-traders - is at our discretion the registered address of the group company placing the order, Hannover or the place the order was made. We can also pursue the matter before courts responsible for the registered address of the supplier or before those courts where claims are asserted against us by third parties for reasons causally related to your supplies, services and other obligations.

\*Subsidiaries are the companies listed in the leaflet Tochtergesellschaften der TUI AG (Subsidiaries of TUI AG). On request the current valid version of the leaflet will be made at any time can also be downloaded at [www.tui-group.com/de/meta/einkaufsbedingungen](http://www.tui-group.com/de/meta/einkaufsbedingungen).

\*\* A model of the TUI standard format is provided at any time on request and can also be downloaded at [www.tui-group.com/de/meta/einkaufsbedingungen](http://www.tui-group.com/de/meta/einkaufsbedingungen).