

# Contract

between

HEIDELBERG .....  
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.....  
(hereinafter referred to as „Heidelberg“)

and

.....  
.....  
.....

(hereinafter referred to as „Supplier“)

with respect to electronic data exchange via EDI or Web-EDI (hereinafter collectively referred to as “EDI”)

## Preamble:

The introduction of EDI (Electronic Data Interchange) for communication with suppliers is part of the E-Business-Process of Heidelberg. It is the aim of this process to reach an exclusive application of EDI in the communication with supplier, where commercially viable and where the necessary IT infrastructure is in place. The option of EDI via internet-access to the Seeburger AG (Web-EDI, i. e. web-supported EDI) is also available.

With respect to the introduction and application of EDI and Web-EDI, the parties agree to the following:

### 1. Definitions

- 1.1 The term „EDI“ for the purposes of this contract shall include Web-EDI, except where stipulated otherwise

1.2 The term „data“ for the purposes of this contract shall mean any data and information of any kind which for the purpose of simplifying communication between Heidelberg and Supplier is currently being or will in the future be sent and received. Such data may be for example, but not exclusively, orders, scheduling agreement release orders, delivery notes and transport data, credit notes, information about stock movements and invoices.

1.3 Business hours are Monday to Friday 08.00 a. m. to 05.00 p. m.

## **2. Connection to the Supplier**

2.1 The form and type of connection to the Supplier will be defined by Heidelberg together with Seeburger AG.

2.2 The technical implementation of the connection of the Supplier to the data network and the relevant parameters are subject to an agreement between the parties. The Supplier is fully and solely responsible for any technical installation within his sphere of responsibility with respect to the connection and the application of EDI.

2.3 Before the operative implementation “Go Live” of EDI, a test phase shall be successfully completed. The “Go Live” process shall be subject to the condition that the parties agree that the EDI connection operates faultlessly and is suitable for business use. The decision with respect to “Go Live” shall be documented in writing.

2.4 Each party shall bear the costs for the implementation and the application of the EDI-connection within its sphere of responsibility.

2.5 The following stipulations shall apply from the day of the putting into operation of the EDI-connection of the Supplier.

## **3. Application of EDI / Measures in Cases of Malfunctions**

3.1 The Supplier shall undertake all necessary measures to avoid malfunctions within its sphere of responsibility or, respectively, to correct such malfunctions by applying any suitable available measure. The Supplier shall install technical devices for the defense against computer viruses, computer worms and any other malware (e. g. a current anti-virus-program) and to regularly (i. e. at least once a day) update these devices and for these devices to be in operation.

3.2 In the case of malfunctions, each respective party shall inform the other party about the reason, the extent and the expected duration of the malfunction. This information shall be communicated via e-mail. In case the malfunction has been corrected, the respective party shall inform the other party immediately via e-mail.

3.3 During downtime, data communication will be performed via telefax.

3.4 The names of the responsible contact persons of both parties will be communicated in writing. Any modification requires written confirmation.

#### **4. Special Rules for the Application of Web-EDI**

- 4.1 The following stipulations under this Clause. 4 shall only apply to Web-EDI and not to “classic” EDI.
- 4.2 The application of Web-EDI is subject to the condition of the Supplier registering at Seeburger AG with respect to the application of Web-EDI.
- 4.3 The relationship between Seeburger AG and the Supplier is legally separated from the relationship between the Supplier and Heidelberg. Any problems or other occurrences in the registration process have legal implications only for the relationship between the Supplier and Seeburger AG. Seeburger AG is neither an agent nor a vicarious agent of Heidelberg.

#### **5. Special Rules for the Application of „classic “ EDI**

- 5.1 The following stipulations under this No. 5 shall only apply to “classic” EDI and not to WEB-EDI.
- 5.2 Heidelberg and the Supplier may be both provider and recipient of data. Whether the Supplier has the obligations of a provider of data or of a recipient of data is subject to the content of the respective data.
- 5.3 The respective recipient of the data will process this data in its system and will document the respective impact with regard to this data in its system.
- 5.4 The respective sender of the data will document the data sent in its system.
- 5.5 Heidelberg and the Supplier are obliged to be permanently able to send and receive data. For the avoidance of doubt, it is hereby noted that this shall also apply with respect to time periods outside regular business hours.
- 5.6 Each party shall inform the other party via e-mail about the nature and the duration of any planned downtime of the EDI system. This notification should occur [...] weeks prior to the planned downtime.
- 5.7 Any data sent by any party via EDI shall at least consist of a delivery note or an invoice, each including at least one position.
- Both with respect to EDI and with respect to Web-EDI, the Supplier shall issue a specific delivery-note-number and a specific invoice number for each position (except in case of an order containing several positions). Should this not be possible, this issue shall be addressed in advance between the parties and the following rules shall apply:
    - There shall not be more than 20 positions per delivery note and each delivery note and invoice shall refer to not more than one order
    - The error rate shall not be higher than 0.05 %
    - Item numbers shall not occur more than once per delivery note (e. g. batch split)

- In case of orders not bearing an item number, the respective invoices and delivery notes shall contain the number of the position of the order (possible only with XML and EDIFACT).
- In any case, the Heidelberg-guidelines shall apply.

5.8 Delivery notes which are being delivered together with the respective goods shall bear the number of the respective bill of loading.

5.9 The Supplier shall submit EDI-invoices and EDI-delivery notes according to the format guidelines issued by Heidelberg.

## **6. Receipt and Documentation of supplied Data**

6.1 The parties shall at least on a daily basis check if data has been received.

6.2 During regular business hours, data shall be considered received as soon as

- in case of the use of Web-EDI, the Supplier receives a message containing the information that the data can be accessed
- in case of the use of „classic“ EDI, an automatic confirmation with respect to the receipt of the data is sent by the recipient of the data to the sender of the data.

6.3 In the case of the receipt of a message / sending of an automatic confirmation as described in Clause. 6.2, outside regular business hours, the respective data shall be considered received at the beginning of the respective following business day.

6.4 In the case of incorrect or incomplete data having been communicated or in the case of data communication having failed and in so far as the recipient is (made) aware of such incident in the ordinary course of business, the recipient is obliged to immediately inform the other party (sender) about this incident via e-mail.

## **7. Further Obligations of the Parties**

7.1 The Supplier is obliged to conduct reasonable technical modifications as necessary due to technical developments or adaptations with respect to EDI. Such reasonable modifications shall include, but not be limited to an adaption to common technical standards in the areas of hard- and software. With respect to the incurred costs the stipulations of Clause 2.4 shall apply accordingly.

7.2 The Supplier shall keep all data received from Heidelberg via EDI confidential, i. e. the data shall not be made accessible to third parties directly or indirectly, orally, in written form or in any other form, and it shall be used only in connection with the subject of this agreement.

7.3 [Any requirements to address local tax and data protection regulations and laws, which are related to electronic data transfer and in particular those relating to invoicing electronically should be inserted within this clause]

- 7.4 Any modification of the product portfolio ordered and calculated via EDI (including UoM - Units of Measure) is subject to prior agreement between Heidelberg and the Supplier.

## **8. Warranty and Liability**

Any aspects with respect to warranty claims and liability claims are subject to the respective contractual agreement between the parties. With respect to the use of EDI, both parties' liability is limited to gross negligence and intent. For damage which results from a breach of substantial contractual duties as a result of ordinary negligence, liability is limited to the foreseeable damage typical for the type of contract. Any further liability, including liability for indirect damage, is excluded. The limitations of liability of this Clause 8. shall not apply in the case of an injury to life, body or health.

## **9. Term**

- 9.1 This contract shall come into force upon signature by the Supplier and shall remain in force for an unlimited period of time. It may be terminated with three months notice, such termination coming into effect at the end of the calendar year in which the aforesaid three months period has ended. The contract may also be extraordinarily terminated for cause without notice.
- 9.2 The Supplier is aware of the fact that EDI is of substantial importance for the supply relationship between Heidelberg and the Supplier. Accordingly, in case of termination, Heidelberg and the Supplier will immediately enter into negotiations aiming at a solution of any problems occurring in connection with the use of EDI. Should these negotiations not lead to a solution acceptable for both parties within a reasonable time period, Heidelberg shall have the right to extraordinarily terminate any contracts in connection with the supply relationship in part or completely.
- 9.3 This contract may only be terminated in writing.

## **10. Miscellaneous**

- 10.1 There are no oral additional agreements to this contract. In any case, any oral additional agreement shall cease to be valid upon conclusion of this contract.
- 10.2 Any modification or amendment to this contract shall only be made in written form, including modifications or amendments of this clause.
- 10.3 If any provision of this Agreement is or becomes entirely or partly invalid, the validity of all other provisions shall remain unaffected. The parties shall jointly endeavor to agree on a valid provision which reflects the economic purpose of the invalid provision to the best possible extent.

10.4 The law of [...] shall apply with the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods.

10.5 Place of arbitration for any unresolved disputes relating to this contract is to be [...].

**Date/Location:**

**Date/Location:**

[Heidelberg entity]

[Supplier]

**Signature:**

**Signature:**

**Signature:**

**Signature:**