

General Terms and Conditions of Purchase of Accenture

§1 Scope of application

(1) The following directives shall apply to Accenture Holding GmbH & Co. KG and all enterprises controlled by it within the meaning of § 15 German Shares Act (AktG).

(2) The affiliated company in question is hereinafter referred to as "Accenture".

(3) The following terms shall be an integral part of all purchase agreements, contracts for work and work performance contracts as well as other contracts for services, ruling out possible general terms and conditions of business and delivery of Contractor (hereinafter called "Supplier"). Contradicting terms and conditions of purchase and delivery of Supplier shall not obligate Accenture even if Accenture fails to contradict them expressly. This shall also apply in the event of Supplier expressly emphasising that it only wishes to supply at its own terms.

§2 Orders

(1) Accenture shall be entitled to accept quotations of Supplier by written order, orders by fax or by e-mail. Orders shall only be binding for Accenture if they have been placed in writing or are confirmed in writing following verbal placement.

(2) The nature and scope of the services to be rendered by Supplier shall be based on the contract. Notwithstanding more detailed provisions in the contract and/or in any specifications, the commodities to be supplied must manifest no less than the functionalities stated in Supplier's brochures and product descriptions and correspond to the state of the art. Supplier shall engage to implement its deliveries or services according to the latest recognised rules of engineering and to comply with the safety directives as well as the agreed technical data.

(3) If a confirmation does not follow an order by Accenture without undue delay - no later than 14 days after receipt - Accenture shall be entitled to revoke the order free of charge.

§3 Delivery

(1) Accenture reserves the right to determine the route and nature of dispatch as well as the means of transport and the kind of packaging.

(2) To the extent that dispatch obligation has been agreed, Supplier shall be obliged to commission a reliable forwarding agent with delivery for the dispatch of the commodities.

(3) For materials requiring special treatment with a view to packaging, transport, storage, handling and waste disposal as a result of laws, ordinances, other provisions or as a result of their composition and their effect on the environment, Supplier shall send a completely filled-in safety data sheet and a pertinent accident brochure to Accenture with its quotation.

(4) Commodities not delivered contractually shall be returned at Supplier's risk and expense. If deliveries are repeatedly implemented non-contractually, Accenture shall be entitled to withdraw from the contract.

(5) Agreed delivery dates shall be binding and shall apply relative to the destination agreed in the contract. In the event of a delay in service for which Supplier is answerable, it shall fall into arrears. Accenture shall be entitled to demand a contract penalty to the amount of 0.3% of the net order value per working day, albeit no more than a total of 10%, during arrears to the extent that Supplier does not prove that no or only considerably less damage has been incurred. The right to make other claims shall be unaffected. In the event of a contractual value of up to EUR 1,000.--, Accenture can waive a contract penalty.

§4 Warranty

(1) For notifications of defects, Accenture shall comply with a period of 2 weeks for obvious defects from hand-over of the products, otherwise 2 weeks from discovery of the defect. Hidden defects shall entitle Accenture to demand reimbursement of futile expenditure. In urgent cases, Accenture shall be entitled to have the defects remedied at Supplier's expense or, if this is not possible, to cover its requirements from another supplier at Supplier's expense.

(2) If a warranty period is not separately agreed, it shall amount to 24 months to the extent that a longer warranty period is not statutory.

(3) Supplier shall guarantee freedom of the supplied products from all kinds of defects and errors, mechanical defects and errors in finishing.

(4) Defective commodities can be returned at Contractor's risk and expense.

(5) Accenture reserves the right to demand reworking of the products delivered within the course of warranty.

§5 Place of performance

Place of performance shall be the location of the destination (delivery address) or the location of rendering of the service, as the case may be.

§6 Payment terms

Delivery shall be exclusively on invoice. Payments shall be made within 30 days of receipt of the invoice by Accenture. In the event of an invoice being issued before the agreed delivery date as a result of premature delivery and acceptance, the agreed delivery date shall be deemed date of invoicing and receipt deemed as being after 3 working days thereafter.

§7 Confidentiality

(1) Supplier shall be obliged to secrecy concerning operating and business secrets and other information, documents and data media of Accenture entrusted or becoming known to it from or in connection with performance of the order, in particular the methods of Accenture, and not to use them for its own or for third parties' purposes, but only for legal performance of tasks within the framework of the order in question, Supplier shall also impose a corresponding obligation on the employees used by it to perform its obligation and also on other third parties involved by it.

(2) However, the obligation to confidential treatment shall not apply to information which is already public domain or becomes public domain without the involvement of Supplier obligated to confidentiality.

Further-reaching statutory obligations to confidentiality shall be unaffected.

(3) The present confidentiality obligation shall also survive the ending of the agreement.

(4) Supplier shall comply with the relevant directives on data protection and on professional and banking secrecy and shall only use employees who have been obligated accordingly for performance of the services.

§8 Infringement of protective rights

Supplier shall vouch for the fact that no patents or other protective rights of third parties at home or abroad are infringed by its products or services, the use of its products or services by Accenture or its products or services. If Supplier nevertheless infringes protective rights, it shall be obliged, at Accenture's option, to amend the delivery in such a way that it can be used contractually by Accenture without infringement of third parties' rights or indemnify Accenture against all possible claims of third parties in this regard.

§9 Packaging

(1) Packaging is to be selected as environmentally friendly as possible. It must be easy to remove and dispose of.

(2) The obligation to take back packaging shall result from the pertinent statutory regulations. Place of performance for Contractor's obligation to take back shall be the place of hand-over of the commodities.

(3) Use of disposable pallets shall be inadmissible.

(4) Notwithstanding the dispatch terms applicable for transport, it shall hold that the packaging shall be designed in such a way that strains occurring in transport shall not lead to damage to the materials delivered. In this context, a dropping load of about 1.0 m shall be taken into account.

The means of packaging used must ensure that dispatch packages can be stacked as a prerequisite for economical use of warehouses and also remain in shape and are not damaged in storage as packages on the bottom of a stack.

The dispatch packages/boxes shall be secured against independent opening of the package by sufficiently strong closing agents. As identification, the dispatch packages/boxes shall be marked with the material number, material designation and quantity of the contents of the dispatch packaging. In stacking, this identification must be recognisable for each package.

§10 Miscellaneous

(1) To the extent that the services are to be rendered on Accenture's premises, Supplier shall maintain its position of employer of the employees used with the corresponding rights of instruction. The employees shall however be subject to the safety and hygiene directives of Accenture.

(2) Supplements, amendments or side-agreements to the present terms shall require written form in order to become effective. This shall also apply to cancellation of the requirement of written form.

(3) If individual provisions of the present terms and conditions of purchasing are ineffective or null and void, this shall not affect the validity of the remaining provisions.

(4) Parties shall replace such an ineffective or null and void directive with a new one coming closest to the ineffective or null and void provision.

(5) Assignment of rights and duties of Supplier from the contract without prior written approval from

Accenture shall be ruled out.

(6) The legal relationship between Parties shall exclusively be governed by German law. Application of UN purchase law shall be ruled out.

(7) The exclusive place of jurisdiction shall be Frankfurt am Main

§11 Code of Business Ethics

Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity.

Suppliers are expected to act in a manner consistent with the ethical and professional standards of Accenture set forth in the Accenture Code of Business Ethics, including reporting promptly unlawful, fraudulent or unethical conduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting such conduct. A copy of the Accenture Code of Business Ethics can be found at the following address:

http://www.accenture.com//Global/About_Accenture/Corporate_Governance/CodeProgram.htm“