

**ZDF General Terms and Conditions of Contract—hereinafter referred to as
“AGB/ZDF”—for
Goods and Services—excluding Construction Services
(Effective as of 07/2026)**

The German version shall be the sole authoritative and legally binding version. It is available on the ZDF website at <https://www.zdf.de/unternehmen/organisation/ausschreibungen-126.html>

1. Scope of Application

These General Terms and Conditions (GTC)/ZDF apply to all contracts for goods and services — excluding construction services — concluded with ZDF (the Client).

The General Terms and Conditions/ZDF apply exclusively; any terms and conditions of the Contractor that conflict with or deviate from them shall not become part of the contract, even if ZDF does not expressly object to them or if ZDF accepts the delivery and/or service without reservation while aware of conflicting terms and conditions.

Any rights to which the Client is entitled under statutory provisions beyond these General Terms and Conditions of Contract remain unaffected.

2. Placing an Order

2.1 Orders placed by ZDF must generally be in writing to be legally binding. This also applies to changes and additions to orders made before, during, or after the conclusion of the contract. If, in urgent cases, an order must be placed verbally, the order must be confirmed in writing without delay.

2.2 Unless otherwise agreed in the order, the following shall apply to the order placed by ZDF, in the following order, in the version valid at the time the contract is concluded:

- a) the order (contract)
- b) if agreed upon: Special Contractual Terms (BVB) with the accompanying appendices
- c) these General Terms and Conditions/ZDF, and, insofar as copyrights may arise or copyrights-related usage rights may be affected, pursuant to Section 9.1 of these General Terms and Conditions, additionally: “Contractual Terms and Conditions for the Transfer of Rights”
- d) if applicable pursuant to Section 4.5 of these General Terms and Conditions, additionally: the ZDF Third-Party Company Guidelines
- e) the General Contract Conditions for the Performance of Services (VOL/B)

3. Prices

3.1 Unless otherwise agreed in the order, all prices quoted are fixed prices, including packaging and all ancillary costs, free to the place of delivery or performance. Unless otherwise agreed, deviations of any

kind as well as additional deliveries or services will be compensated only if a supplementary order has been issued in writing in advance.

3.2 Additional services and deviations of any kind that arise in connection with the provision of production-related services at the production site may only be performed after prior consultation with the responsible production manager at the production site and must be itemized separately on the invoice.

3.3 Unless otherwise agreed, the Contractor’s offers, drafts, plans, cost estimates, samples, and prototypes shall be provided to ZDF free of charge. Upon ZDF’s request, the Contractor must retrieve them immediately and at its own expense.

4. Performance

4.1 The Contractor shall perform all work with the utmost care and in accordance with general industry-specific principles. The Contractor shall ensure that its deliveries/services comply with the specified requirements/specifications as well as the state of the art. Statutory provisions and generally accepted technical standards must be observed during implementation (e.g., the Product Safety Act, the Industrial Safety Ordinance, DGUV regulations, TRBS, relevant DIN, VDE, and VDI standards, as well as the essential requirements of the European Union (EU)).

The equipment provided and used to perform the work must be state-of-the-art. The required test certificates must be presented on site upon request. When organizing the work, recognized occupational health and safety and ergonomic guidelines must be observed, as well as the guidelines for the performance of work by outside contractors and subcontractors on the ZDF premises (ZDF Outside Contractors); see 4.5. Accidents and damages arising in connection with the performance of the service must be reported to the Client.

4.2 If subcontractors, suppliers, or specific brands are specified in the bid and/or agreed upon in the order, the Contractor may not change them without ZDF’s prior consent.

4.3 In the case of goods intended to remain the property of ZDF, the Contractor is obligated to deliver only unused and brand-new goods, unless otherwise expressly agreed in writing (in text form) between the parties prior to the conclusion of the contract. If, contrary to this provision, goods that are not unused and brand-new are delivered without a corresponding

**ZDF General Terms and Conditions of Contract—hereinafter referred to as
“AGB/ZDF”—for
Goods and Services—excluding Construction Services
(Effective as of 07/2026)**

The German version shall be the sole authoritative and legally binding version. It is available on the ZDF website at <https://www.zdf.de/unternehmen/organisation/ausschreibungen-126.html>

agreement, this shall be deemed a material defect. In this case, ZDF is entitled, at its discretion, to demand subsequent performance, a price reduction, damages, or rescission of the contract.

4.4 If, in the course of providing services on ZDF's premises, welding work or work involving particular hazards (e.g., risk of explosion, fire, heat, smoke, or environmental impact) is to be performed, the Contractor undertakes to inform ZDF in writing in a timely manner prior to the commencement of such work and to obtain ZDF's written permission. The relevant accident prevention regulations and ZDF's specific safety requirements must be strictly observed.

4.5 If the Contractor performs work on the ZDF premises, it is obligated to comply with the regulations set forth in the “Guidelines for External Contractors Regarding the Performance of Work by External Contractors and Subcontractors on ZDF Premises” (available for viewing or download at <https://www.zdf.de/unternehmen/organisation/ausschreibungen-126.html>) and submit a signed copy to the responsible ZDF project manager.

4.6 Unless otherwise agreed, the Contractor is obligated to obtain permits and approvals from government agencies and authorities (e.g., the Labor Inspectorate) as well as associations (e.g., Technical Inspection Association) and cooperatives (e.g., the Occupational Safety and Health Association) if the deliveries or services require a permit or approval from government agencies, authorities, associations, or cooperatives, or if permits or approvals are necessary for the proper use or operation of the products or services. If an approval or acceptance is not granted or is delayed for reasons attributable to the Contractor, the Contractor shall bear the costs incurred by the Client as a result of the non-granting or delayed granting.

5. Delivery/Performance and Transfer of Risk

5.1 All deliveries must be accompanied by a delivery note that includes the ZDF order number and a precise description of the contents of the delivery. Deliveries shall be made during normal business hours, unless the parties have agreed on a different delivery time. The Contractor shall indemnify ZDF against all claims asserted by third parties due to deliveries made outside these hours, unless the Contractor is not at fault for the delivery outside normal business hours.

5.2 The risk shall pass

- for deliveries, upon proper handover at the place of performance
- for work and services, upon acceptance

to ZDF.

5.3 For ex-works deliveries, the actual freight costs incurred shall be borne without a surcharge, provided that reasonableness is ensured by the selection of a cost-effective mode of transport.

5.4 If partial deliveries and/or services have been agreed upon, these must be appropriately marked on the delivery and/or service slips, shipping and/or billing documents, etc.

5.5 If a formal acceptance has been agreed upon, acceptance shall take place by declaration of the signatory of the contract or purchase order. Technical acceptance reports or other acceptance reports issued by a ZDF department do not constitute legally binding declarations of acceptance.

5.6 ZDF is not obligated to accept partial deliveries or partial services unless otherwise agreed in writing (text form).

6. Invoicing

6.1 All payments by ZDF shall be made exclusively on the basis of invoices. If the contracting party issues a so-called “e-invoice”, it shall send it in hybrid format to the email address [RDL.RWStammdaten\[at\]zdf.de](mailto:RDL.RWStammdaten[at]zdf.de).

6.2 If installment or partial payments are expressly agreed upon in the contract, the invoices must be marked accordingly as partial or final invoices.

6.3 Invoices for goods and services billed on a time-and-materials basis must be accompanied by corresponding statements of materials and services. These must be confirmed by ZDF. Statements of hours worked and materials used can only be confirmed if they are provided as part of the written order (at least in text form) and are sufficiently detailed to allow their accuracy and reasonableness to be verified. Measurements must be taken in the presence of ZDF.

**ZDF General Terms and Conditions of Contract—hereinafter referred to as
“AGB/ZDF”—for
Goods and Services—excluding Construction Services
(Effective as of 07/2026)**

The German version shall be the sole authoritative and legally binding version. It is available on the ZDF website at <https://www.zdf.de/unternehmen/organisation/ausschreibungen-126.html>

7. Terms of Payment

7.1 Unless otherwise agreed, payments shall be made upon full performance of services or complete delivery.

7.2 Unless otherwise agreed, ZDF will apply a 3% discount for payments made within 14 calendar days of proper receipt of the invoice. Payments made within 30 calendar days are made strictly net.

7.3 If, after receipt of the respective invoice, justified objections are raised because the invoice does not meet the requirements for proper invoicing, the payment period shall not begin until receipt of the new, corrected invoice or receipt of the last missing document.

8. Liability for Legal and Material Defects

8.1 The statute of limitations for claims arising from defects is two years, unless the law provides for a longer period or the order specifies otherwise, and begins upon delivery for goods and upon acceptance for services.

8.2 ZDF fulfills its obligation to inspect and give notice of defects (§ 377 HGB) for deliveries — unless otherwise specified in the order — in the case of apparent defects, provided it asserts the defect within a period of 2 weeks after receipt of the goods.

9. Transfer of Rights and Warranty

9.1 Grant of Rights

The Contractor assigns to ZDF all copyrights, neighboring rights, trademark and title rights, patent rights, license rights, industrial or other property rights — to the extent that such rights arise — in accordance with the appendix “Contract Terms for the Transfer of Rights to ZDF”, <https://www.zdf.de/assets/rechteuebertragung-an-das-zdf-stand-02-2026-100~original?cb=1783430138376>, which in this case also becomes an integral part of the contract.

Excluded from this are the Contractor’s existing programming services, such as software tools programmed for the creation and operation of an application, database connections, content management systems, authoring tools, search trees, etc. With respect to these, the Contractor grants ZDF non-exclusive rights of use in accordance with the preceding paragraph.

9.2. Warranty

The Contractor warrants that the deliverables provided under this contract are free from third-party rights and are not pledged or otherwise encumbered. The Contractor also warrants that no other rights exist that would impair or preclude the uses described above. In particular, the Contractor shall ensure — through appropriate agreements with its employees assigned to ZDF — that the scope of use granted by this contract is not impaired by any co-authorship rights or other rights. In this regard, the Contractor undertakes to indemnify ZDF against all claims of any kind asserted by third parties arising from ZDF’s exercise of the assigned rights in accordance with this Agreement. This indemnification shall include, in particular, the costs of any necessary legal defense. This obligation applies equally to ZDF with respect to those contents and services that ZDF makes available to the Contractor for the performance of the respective services. If third parties infringe upon or threaten to infringe upon the aforementioned rights, the Contractor is obligated to notify ZDF immediately and to take all necessary steps to prevent such infringement. Notwithstanding the foregoing, ZDF is entitled, but not obligated, to take appropriate measures itself to prevent such infringements and will inform the Contractor accordingly.

10. Force Majeure

Both parties shall be released from their respective performance obligations for as long and to the extent that they are unable to fulfill them due to force majeure. Force majeure refers to circumstances beyond the control of the affected party, such as strikes, epidemics, natural disasters, or failures in the energy supply or technical infrastructure. This also applies if such circumstances occur at a time when a party is in default of acceptance. If the services must be canceled in whole or in part for the aforementioned reasons, the obligations to perform shall be mutually waived. Both parties shall notify the other party without delay as soon as a specific, unexpected risk of failure becomes apparent. Any services and consideration already received shall be returned without delay.

11. Subcontractors

The Contractor shall perform the service using personnel who are qualified to perform the agreed-upon service in accordance with the contractual agreements. The Contractor may only engage subcontractors to perform services that have a qualitative or

**ZDF General Terms and Conditions of Contract—hereinafter referred to as
“AGB/ZDF”—for
Goods and Services—excluding Construction Services
(Effective as of 07/2026)**

The German version shall be the sole authoritative and legally binding version. It is available on the ZDF website at <https://www.zdf.de/unternehmen/organisation/ausschreibungen-126.html>

quantitative impact on the service, or may only replace subcontractors already engaged, if ZDF expressly consents to such action.

In the event of subcontracting, this also applies to the subcontractor engaged. This includes ensuring that subcontractors comply with their legal obligations regarding the payment of taxes and social security contributions, etc., and meet the requirements under commercial law. The transfer of data is permitted only if the subcontractor fulfills the obligations regarding confidentiality and data protection in accordance with these General Terms and Conditions of Contract.

ZDF and the Contractor shall ensure, through organizational measures, that the employees seconded by each party to the other are subject exclusively to the managerial authority and disciplinary power of their respective employer. Instructions shall be given exclusively within the scope of the agreed-upon division of tasks.

12. Documentation

Upon completion of the deliveries and services, the Contractor shall provide ZDF with the drawings, calculations, and other technical documentation pertaining to the subject matter of the services that correspond to the actual work performed, in the required number of copies, in German (written/paper form), and in the standard DIN format. These documents must comply with existing German standards as well as ZDF's in-house standards, be suitable for copying, and be suitable for data backup (standard file format). The aforementioned documents must be updated immediately as soon as the Contractor makes subsequent changes to the subject matter of the services.

13. Confidentiality

The Contractor is obligated to maintain confidentiality regarding ZDF's internal affairs and operations. The Contractor shall ensure that its employees assigned to ZDF are subject to corresponding confidentiality obligations, including for the period following the termination of their employment. The Contractor is obligated to impose a confidentiality obligation on its subcontractors by contract and to ensure that they, in turn, contractually agree to this confidentiality obligation when engaging further subcontractors.

The Contractor warrants that it will treat as confidential all documents, materials, information received or provided, plans, files, etc., made available to it by ZDF in connection with this contract; that it will store them carefully; that it will prevent third parties from

accessing them; and that it will return them in full upon termination of the collaboration or upon request by ZDF. The ZDF's implementation documents made available to the Contractor may be used only for the purpose of this contract; use for other purposes requires the prior consent of ZDF.

The Contractor must maintain confidentiality regarding the content of its services and the results of its work vis-à-vis all persons who are not familiar with such content, to the extent that the content of the services and works is not intended to be made publicly known. In such cases, only ZDF may distribute, reproduce, or otherwise make available to the public or cause to be made available to the public announcements, visual representations, and communications relating to the Contractor's work for ZDF.

14. Data Protection (GDPR)

The parties undertake to comply with data protection regulations, in particular the GDPR. This includes implementing appropriate technical and organizational measures and ensuring that persons working on their behalf are bound by confidentiality obligations. If the Contractor processes personal data pursuant to instructions from ZDF as “data processing on behalf of a controller” under Article 28 of the GDPR, the supplementary provisions of the data processing agreement to be concluded shall apply.

In accordance with the General Data Protection Regulation (GDPR), there is an obligation to provide information regarding the processing of personal data and the related rights. ZDF's privacy policy is available at <https://presseportal.zdf.de/datenschutzinformationen-n-vertragspartner-einkauf-und-reisen>. For travel bookings and accreditations, the “Privacy Clause for Travel Bookings and Accreditations”, in its currently valid version, applies.

15. Compliance with Laws

The Contractor is obligated to comply with the applicable legal provisions in connection with the contractual relationship. This applies in particular to anti-corruption as well as antitrust, labor, and environmental protection regulations, and the provisions explicitly listed below:

15.1. Minimum Wage

The Contractor guarantees to ZDF compliance with the provisions of the Minimum Wage Act, i.e., the consistent and timely payment of the minimum wage

**ZDF General Terms and Conditions of Contract—hereinafter referred to as
“AGB/ZDF”—for
Goods and Services—excluding Construction Services
(Effective as of 07/2026)**

The German version shall be the sole authoritative and legally binding version. It is available on the ZDF website at <https://www.zdf.de/unternehmen/organisation/ausschreibungen-126.html>

to its employees, as well as compliance with the employer's obligations set forth in the Minimum Wage Act. In the event of violations by the Contractor, ZDF is entitled to withdraw from or terminate this contract. If ZDF is held liable for payment of the minimum wage pursuant to § 13 MiLoG, the Contractor shall indemnify ZDF against claims by third parties and for any resulting damages.

If the Contractor engages subcontractors, the Contractor shall ensure that such subcontractors also contractually commit to paying the minimum wage and, in turn, include this obligation in their own contracts should they engage further subcontractors. The Contractor is obligated to submit proof of payment of the minimum wage (documents pursuant to Section 17 of the Minimum Wage Act (MiLoG)) upon request by ZDF. If ZDF is held liable for payment of the minimum wage pursuant to Section 13 of the Minimum Wage Act (MiLoG), the Contractor shall indemnify ZDF against claims by third parties and for any resulting damages.

15.2. State Collective Bargaining Compliance Act (LTTG)

To the extent that the services fall within the scope of application of § 2 LTTG, the Contractor guarantees to ZDF compliance with the Rhineland-Palatinate State Collective Bargaining Compliance Act (LTTG) in accordance with ZDF's Special Contractual Conditions under the LTTG (<https://www.zdf.de/assets/besondere-vertragsbedingungen-nach-lttg-100~original?cb=1783431001857>). In the event that subcontractors are engaged, the Contractor shall ensure that they, too, contractually commit to complying with the LTTG in accordance with ZDF's Special Contractual Conditions under the LTTG and, in turn, include this obligation in their own contracts should they engage further subcontractors.

16. Advertising / Use of the ZDF Logo

Publications regarding the project or the collaboration; any promotional activities relating to the contractual project or the use of the ZDF logo are permitted only with the prior express consent of ZDF, provided at a minimum in writing.

17. Assignment of Claims

The Contractor's claims against ZDF may be assigned or pledged to third parties only with ZDF's prior written consent. Section 354a of the German Commercial Code (HGB) remains unaffected.

18. Security for Contract Performance / Termination of the Contract / Termination for Good Cause

18.1. If, after the conclusion of the contract, the Client becomes aware of specific facts that seriously jeopardize the Contractor's proper and timely performance of its contractual obligations, the Client may demand appropriate security for the portion of the contract that has not yet been fulfilled.

18.2. The Client must request the Contractor in writing to provide the security within a reasonable period. Until the deadline expires without result, the Client is entitled to withhold its own cooperation obligations that are not yet due, to the extent necessary to protect its legitimate interests.

18.3. If the required security is not provided by the deadline, the Client may withdraw from the contract with respect to the unfulfilled portion; in the case of continuing obligations, the Client may terminate the contract for good cause.

18.4. The Client may also terminate the contract for good cause if

- a) the Contractor remains in default of a material obligation that is due, despite a written reminder and a reasonable grace period,
- b) the contractor seriously breaches a material contractual obligation and the breach persists despite a written warning or despite a reasonable period granted for remedy, or
- c) it is established that the Contractor is permanently unable to perform essential services in accordance with the contract.

18.5. To the extent that the good cause consists of a breach of duty, termination is permissible only after the unsuccessful expiration of a reasonable period for remedy or after an unsuccessful written warning, unless setting a deadline or issuing a warning is not required under statutory provisions.

18.6. Termination and rescission must be in writing.

18.7. Any further statutory rights of the contracting parties remain unaffected.

19. Unilateral Legal Acts / Power of Attorney

Unilateral legal acts, in particular terminations, are effective even without the presentation of a power of attorney.

**ZDF General Terms and Conditions of Contract—hereinafter referred to as
“AGB/ZDF”—for
Goods and Services—excluding Construction Services
(Effective as of 07/2026)**

The German version shall be the sole authoritative and legally binding version. It is available on the ZDF website at <https://www.zdf.de/unternehmen/organisation/ausschreibungen-126.html>

20. Set-off

The Contractor may set off against ZDF any counter-claims that are undisputed or have been legally established, or at least are ready for a decision.

21. Place of Performance

The place of performance is the place of delivery and performance specified by ZDF in the order.

22. Jurisdiction and Governing Law

In the event of legal disputes, the place of jurisdiction is Mainz/Rhine if

- the contractor is a merchant within the meaning of the German Commercial Code
- the Contractor has no general place of jurisdiction within the territory of the Federal Republic of Germany, or
- the Contractor moves his place of residence or habitual residence outside the territory of the Federal Republic of Germany after the conclusion of the contract, or
- at the time the action is filed, the Contractor's domicile or habitual residence is unknown.

ZDF is also entitled to bring an action at the contractor's place of business as well as at any other permissible place of jurisdiction.

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

23. Final Provisions

If any provision of the above General Terms and Conditions/ZDF or any provision of any additional agreements entered into is or becomes invalid in whole or in part, the validity of the remaining provisions or other agreements shall remain unaffected.