

General Terms and Conditions of Purchase and Supply of Canon Production Printing

A. General Provisions

1. Application

- 1.1 These General Terms and Conditions of Purchase and Supply (T&Cs) apply to all requests for price quotations, orders (supplies and services), the processing of these and accordingly for all future orders of Canon Production Printing Holding B.V. and all associated companies Canon Production Printing Netherlands B.V., Canon Production Printing Germany GmbH & Co. KG, Canon Production Printing Romania Srl, Canon Production Printing Singapore Pte.Ltd, Canon Production Printing Australia Pty. Ltd. and Canon Production Printing New Zealand Limited linked to it as members of the Canon Production Printing group (hereinafter referred to as 'Canon'), insofar as Canon has not expressly agreed otherwise in writing. The T&Cs apply even if no specific reference is made to them in some cases and as long as Canon does not notify the contractual partner of new or changed T&Cs.
- 1.2 The T&Cs apply exclusively; any diverging or supplementary conditions of the contractual partner shall not become part of the contract unless Canon expressly confirms their validity in writing.
- 1.3 These T&Cs only apply vis-a-vis entrepreneurs.

2. Conclusion of the contract, scope of services, written form

- 2.1 Orders placed by Canon may only be accepted within the deadline specified in the order by sending a corresponding countersigned order confirmation. If no deadline is stated in the order, the acceptance deadline shall be 7 calendar days. Orders placed within existing business relations shall be binding if the contractual partner does not object in writing within 7 calendar days from receipt of order.
- 2.2 The scope of services is exclusively determined by the order placed by Canon. Any deviation from the order in the order confirmation must expressly be pointed out. Such deviation shall only form part of the contract if it is confirmed in writing by Canon.
- 2.3 Orders placed by Canon as well as any supplementary or diverging additional agreements must be made in writing to be valid. This shall also apply to a waiver of this written form requirement. Declarations in connection with the performance of the contract can be made in text form (e.g. e-mail or fax), subject to any deviating provision. Canon may also place orders in text form within existing business relations.

3. Terms and conditions of supply and services, right of retention of the contractual partner

- 3.1 All deliveries of products shall be shipped by the contractual partner via FCA (Free Carrier) in accordance with Incoterms 2020 of the International Chamber of Commerce as amended. Services shall be delivered to/performed at the place specified in the order, or – if no place is specified – at Canon's office placing the order at the contractual partner's risk and expense.
- 3.2 The products and services shall be manufactured, provided or procured by the contractual partner taking into consideration all guidelines, specifications and information provided by Canon and in compliance with state-of-the-art technology and observing all pertinent statutory requirements, in particular, but not limited to, all environmental legislation.
- 3.3 If the contractual partner discovers faults and/or inconsistencies in the specifications or information provided by Canon, he shall inform Canon immediately in writing. In such case, the contractual partner shall be obliged to propose the necessary or expedient changes.
- 3.4 The involvement of third parties (agents or other third parties) requires the prior written approval of Canon. Canon may oppose the involvement of third parties only for objective reasons.
- 3.5 Delivery notes shall be included with each consignment in the requested number. Each delivery note shall contain a description of the content of the consignment as well as the key order data (Canon order number, agreed delivery date etc.). If the consignment is to be delivered to a named third party, it should be clearly indicated on the delivery note that the delivery is being processed by order of Canon. Canon shall be notified immediately in writing when the goods have been dispatched, stating the key order data.
- 3.6 A retention of title shall only be considered agreed if such expires with the full payment of the reserved goods and is subject to Canon's right to sell or process these in the ordinary course business and subject to the transfer of the payment claim against the buyer (in the event of a sale).

4. Periods of delivery/service, delay, contractual penalty

- 4.1 All periods of delivery or service stated in the order shall be binding unless expressly agreed otherwise in writing. The date of receipt of the consignment, or in the case of a necessary installation or assembly and for services, the date of acceptance at the place of performance agreed in the order in accordance with section A 2.1, shall be decisive for meeting the deadline.
- 4.2 Delays in deliveries or services must immediately be notified to Canon in writing stating the reason and expected duration.
- 4.3 In the event of a delay the statutory provisions apply. Canon shall be entitled to demand fulfilment of the contract as well as a contractual penalty for each working day of default amounting to 0.3 % of the order value but not exceeding 5 % of the order value in total. This does not apply if the contractual partner has not acted culpable. Both parties have the right to prove lesser or higher damage. A contractual penalty under this section shall be applied against any further damage compensation claims for delay that may exist.

5. Product support

- 5.1 The contractual partner is obliged to supply spare parts or perform service and maintenance work at acceptable rates for the period of the ordinary use of the product delivered or the service provided, such period being at least 7 years from delivery and/or provision of service.
- 5.2 In the event of continuing obligations, the contractual partner is obliged to inform Canon in writing at least 12 months in advance of any change or discontinuation of the products or services due within under such continuous obligations in order to enable Canon to place a sufficient volume of orders.

6. Change Requests

- 6.1 Until delivery has been effected or the services have been provided, Canon may at any time request changes to the products/services laid down in the guidelines, specifications and information.
- 6.2 The contractual partner shall check such a change request immediately and inform Canon in writing of any delays in delivery or provision of service which this may cause and/or of any extra costs which may be triggered.
- 6.3 A separate remuneration is only due for checking such a change request if this entails a substantial amount of time and effort in relation to the overall volume of the contract and Canon has previously been informed of the actual costs incurred.
- 6.4 If the contract is not changed within 14 calendar days after receipt of the change request by the contractual partner, the contract shall be fulfilled on the basis of the existing agreement, without taking into account the change request. Canon retains the right to terminate the contract in accordance with the statutory provisions.

7. Acceptance

- 7.1 If an acceptance procedure has been agreed and if the delivery is effected or the service is provided as agreed and in a faultless condition or if any defects ascertained have been remedied, Canon shall confirm its acceptance. If a trial operation is agreed, acceptance shall be confirmed when the specification parameters have been achieved and fulfilled within the agreed trial period.
- 7.2 Acceptance shall not be confirmed until the contract as a whole has been fulfilled. No partial acceptance shall be confirmed. Confirmation of acceptance must be made in writing to be valid.

8. Prices, invoices, conditions of payment, assignment of claims

- 8.1 The prices stated in the order are binding fixed or lump-sum prices and include delivery, packaging, installation and assembly but do not include statutory VAT. Travel expenses and other expenses shall only be reimbursed subject to a separate agreement.
- 8.2 Canon's order number must be stated on the invoice to enable proper processing; duplicate invoices must be clearly indicated as such.
- 8.3 Unless otherwise agreed, payment shall be due within 30 days with a 3 % discount or within 60 days net. The payment period shall begin as soon as the delivery has been effected or the service has been provided or acceptance has been confirmed and Canon has received an invoice which fulfils the statutory requirements and the requirements listed in A 8.2. If Canon has a right of retention, the payment period shall be suspended. Discount shall also be granted if Canon duly declares a set-off.
- 8.4 The assignment of claims against Canon shall be subject to the prior written consent of Canon.

9. Limitation period in the event of defects, notification of defects

- 9.1 Claims by Canon due to defects (of products or services) shall become statute-barred two years after delivery of a product or three years after acceptance of a service.
- 9.2 In the case of defects in the products or services delivered, Canon may notify the contractual partner within 10 working days from the delivery or in the case of hidden defects within 10 working days from the discovery of such defect to comply with any statutory notification obligation.

10. Rights of ownership and use with respect to working results and tools

- 10.1 Canon shall have the sole right of ownership to working results in their respective stage of completion. If no handover has taken place, this shall be replaced by an agreement by which Canon obtains indirect possession or the assignment of the claim for possession against a third party in possession to Canon.
- 10.2 In so far as working results are eligible for protection, Canon shall be entitled to register property rights in its state of domicile and abroad in their own name, as well as to pursue these and cancel them at any time. The contractual partner shall provide Canon with any necessary information and shall refrain from any actions which may be detrimental to the issue or maintenance of such property rights. The contractual partner shall take all necessary actions to ensure its ability to transfer the rights to inventions made by his employees in the course of executing this contract and shall immediately transfer the rights to such invention to Canon upon request. The contractual partner shall in particular unconditionally claim all inventions made by his employees in Germany in the process of executing this contract by virtue of a declaration towards the inventor.
- 10.3 If working results are achieved which are protected by copyrights, the contractual partner shall grant Canon the exclusive, irrevocable, transferable right, with no limitations in terms of time, place and content, to use these results in any way whatsoever, free of charge, and in particular to copy, distribute, exhibit and change or process these results.
- 10.4 In so far as working results are achieved by exploiting protective rights of the contractual partner, this shall not be additionally remunerated.

10.5 All rights to tools in accordance with section B (including all inventions made during their production, know-how developed, test or development reports, proposals, ideas, drafts, designs, suggestions, patterns, models etc.) shall be the sole property of Canon upon their creation. This shall also apply to rights to a manufacturing process developed in cooperation with Canon. The contractual partner shall ensure that these rights are also the sole property of Canon in the event of the involvement of third parties or if based on the activities of his employees.

11. Third party protective rights

- 11.1 The contractual partner warrants that no third party rights are violated as a result of the delivery or service.
- 11.2 Canon shall inform the contractual partner immediately in the event of any claim being asserted against Canon arising from or in connection with an alleged violation of a right as a result of a delivery or service provided by the contractual partner. In such case, the contractual partner shall be obliged to immediately take all actions deemed suitable and necessary in order to defend Canon against such claim. The right of Canon to defend itself remains unaffected.
- 11.3 The contractual partner shall compensate Canon for all expenses (including reasonable attorney fees) and damages incurred in connection with any violation of third party rights, either alleged or ascertained, and shall indemnify Canon against all claims.

12. Product liability

- 12.1 The contractual partner shall label his products such that he is permanently recognizable as the manufacturer within the meaning of the applicable product liability laws, unless otherwise agreed in writing.
- 12.2 The contractual partner shall be obliged to take out product liability insurance cover in an appropriate amount and to furnish evidence of the existence of sufficient cover to Canon upon request.
- 12.3 In the event of any defect in a product, the contractual partner is obliged to indemnify Canon against all compensation claims of third parties and to reimburse Canon for all damage and expenses incurred. This shall apply in particular to reasonable legal costs (not limited to statutory fees) or the costs of a product recall. This shall not apply, if the contractual partner has not acted culpable.

13. Quality assurance

- 13.1 Products and services must be in compliance with the quality specifications set out in the order. The contractual partner itself must at least be in compliance with the requirements set out by ISO 9001:2015.
- 13.2 For the purposes of quality assurance, the contractual partner shall plan, specify, implement and monitor measures to ensure the highest levels of quality. The contractual partner shall allow Canon or any appointed person to access their business premises, with reasonable prior notice, to verify the quality assurance management system and to satisfy itself that the measures are being observed and effective.

14. Product Compliance, Declaration of Conformity and Supplier's Declaration

- 14.1 The contractual partner guarantees that the products, including their packaging, are marketable in the place of destination specified in the order, or – lacking such specification – in the state of domicile of Canon's office placing the order, as well as in the sales markets specified by Canon and are in compliance in the decisive moment under Product Safety and Liability Laws e.g. in the moment of placing a product on the market in the EU) with all applicable
- i. EU and national legislation at the place of destination (respectively the state of domicile of Canon's office placing the order) and in the sales markets named by Canon, and
 - ii. generally acknowledged rules of technology and the state of the art, including but not limited to CENELEC, EN, ISO, DIN, VDE, UL and GSE standards, and
 - iii. best available industry standards, each of which as amended. This, in particular, includes all applicable provisions in relation to substance restrictions, labelling requirements and packaging.
- 14.2 In particular, but not exclusively, the contractual partner ensures compliance with the following obligations:
- 14.2.1 Within the European Union, the contractual partner shall confirm compliance with the pertinent valid EU legislation for the product in question by presenting written declaration(s) of conformity (either as a manufacturer or distributor). Declarations of conformity shall be included in the delivery and shall contain in particular manufacturer and device identification data, manufacturer or distributor data, a list of applicable EU legislation and harmonized technical standards. Upon request, contractual partner shall furnish free of charge all documentation proving conformity, in particular test reports by accredited bodies, irrespective whether the contractual partner is obliged to provide a declaration of conformity or not.
- 14.2.2 With respect to electrical and electronic equipment, the contractual partner assures compliance with European Community directives 2012/19/EU (WEEE) and 2011/65/EU (RoHS) as well as with the respective national implementing provisions in the place of destination (respectively the state of domicile of Canon's office placing the order) and in the sales markets named by Canon. With regard to RoHS, not only goods directly within the scope of application of RoHS have to comply, but every good delivered to Canon, unless specified otherwise. Beyond the declaration of conformity in accordance with the European Safety Laws, the contractual partner shall keep and – upon request by Canon – provide appropriate evidence proving that the substance restrictions according to RoHS are complied with.
- 14.2.3 If the goods or services are in scope of the WEEE or Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators, the contractual partner is obliged to ensure that these are duly taken back, treated and disposed in accordance with the valid national and EU legislation after the end of their useful lives.
- 14.2.4 If in certain cases, Canon is responsible for the disposal of appliances and batteries delivered under this contract under the applicable legislation, the contractual partner shall bear all costs incurred by Canon for their return, treatment and disposal.
- 14.2.5 Packaging materials should only be used as required and shall be taken back by the contractual partner in accordance with Directive 94/62/EC and its respective national

Implementing provisions applicable at the place of destination (respectively the state of domicile of Canon's office placing the order) free of charge.

The place of performance for the obligation to take back packaging materials that are not subject to a return system participation obligation is the place of performance of the contract.

- 14.2.6 The contractual partner shall fulfill all requirements of the applicable national and international customs, export control and other foreign trade law (hereinafter jointly referred to as "Foreign Trade Law") and comply with the relevant provisions.

The contractual partner shall provide Canon in writing with all information and data necessary for Canon to fulfill its obligations under Foreign Trade Law in the event of export, import and re-export no later than two weeks after placing the order and immediately in the event of changes, in particular

- all applicable numbers (ECN) of the EU dual-use export control list (Annex I to Regulation (EU) 2021/821) as well as the Export Control Classification Number (ECCN) in accordance with the US Export Administration Regulations (EAR);
- the customs tariff number according to the current classification of goods of the foreign trade statistics or the HS (Harmonized System) code and
- the country of origin and, if required by Canon, supplier declarations of preferential origin or certificates of origin.

- 14.2.7 The contractual partner guarantees that the products delivered are in compliance with the requirements of Council Regulation (EC) No. 1005/2009 (on Ozone depleting substances), and in particular that they do not contain or require any controlled substances within the meaning of that regulation.

- 14.2.8 The contractual partner guarantees that the products delivered are in compliance with the requirements of Council Regulation (EC) No. 1907/2006 (REACH), and in particular that all contained substances requiring registration have been duly and properly registered in advance. The contractual partner is obliged to furnish Canon with safety data sheets in accordance with the REACH regulation or other information required pursuant to its Art. 32. In so far as the contractual partner delivers "articles" in the meaning of Art. 3, No 3 of the REACH regulation, he guarantees that he has complied with his duty to pass on information regarding substances of very high concern ("SVHC") in accordance with its Art. 33 (1) and that he has notified the European Chemicals Agency ("ECHA") of SVHC in accordance with its Art. 7 (2). The contractual partner shall provide, free of charge, safety data sheets for the place of destination (respectively for the state of domicile of Canon's office placing the order) and the sales markets named by Canon, and, if necessary, in the official languages of such countries.

The contractual partner shall indemnify Canon fully against any costs which may be incurred in fulfilling obligations as an importer under the provisions of the REACH regulation.

- 14.2.9 If applicable, the contractual partner guarantees compliance with the requirements of Regulation (EU) 2019/1781 with regard to eco-design requirements for electric motors.

- 14.3 In the event of a culpable breach of the aforementioned obligations, the contractual partner shall either indemnify Canon against all financial disadvantages caused by the breach at first request or pay damages (at Canon's discretion). This applies in particular to administrative fines, criminal fines, damages claimed by third parties or damages relating to a lack of marketability of products delivered by the contractual partner.

- 14.4 For the purpose of this section 14, section 13.2 shall apply mutatis mutandis.

15. Confidentiality, data protection and data safety, processing of order data, other safety provisions, and publications

- 15.1 The contractual partner is obliged to keep confidential any information provided to him or that has otherwise come to his knowledge in the course of the business relationship or while it is being initiated and which are marked as confidential or which are apparent as confidential (in particular, but not limited to, business and operating secrets) and shall not record these, pass them on to third parties or use them in any other way, except to the extent this is necessary in order to fulfil the contract. The contractual partner shall only pass on information to those employees or third parties involved – provided Canon has approved the involvement of such third parties – who are processing the order and who need the information in order to perform their tasks. The contractual partner shall bind relevant employees or third parties by confidentiality provisions no less strict than under this section 15.
- 15.2 The contractual partner shall apply all state-of-the-art technical and organizational security measures required to protect data provided by Canon from manipulation, loss, destruction or access by unauthorized persons or institutions. These security measures shall constantly be improved in line with technological development. This includes, for example, access rights, authentications, audits, checks, controls, alert messages, data storage and security and data transfer standards. The contractual partner shall inform Canon immediately about any virus attacks and / or unauthorized access to data and/or his systems as far as Canon's data are concerned.
- 15.3 The contractual partner shall perform his services in compliance with all applicable data protection laws.
- 15.4 Where the services of the contractual partner include the processing of personal data, the contractual partner shall conclude an agreement with Canon in order to establish inter alia appropriate technical and organizational measures for the protection of the personal data and further ensure that Canon, and in particular its data protection officer, is entitled to enquire about the compliance with such agreements.
- 15.5 All persons employed by the contractual partner in data processing must be bound to sufficient data secrecy and confidentiality obligations and be informed of the consequences of non-compliance.
- 15.6 Both parties shall inform the other immediately of any disruptions or irregularities of relevance to data protection and in particular in the event of any suspicion of data protection violations.
- 15.7 If services are provided on the premises of Canon, the contractual partner shall ensure that his employees comply with all safety regulations and other applicable regulations (especially internal rules) valid for Canon.

- 15.8 All publications in connection with the order or the business relationship between the parties require the prior written approval of Canon.
- 16. Property of documents and objects**
- 16.1 Any software, files (regardless of the storage medium), documents (plans, pictures, drawings, calculations etc.) and objects (materials, tools, test devices etc.) which are provided to the contractual partner for the purpose of fulfilling his duties shall remain the property of Canon. They shall be kept by the contractual partner free of charge separately and in an appropriate manner and shall be clearly marked as the property of Canon. Tools are to be labelled with the tool-, part- and object number stated in the order as well as the drawing status and the sign provided by Canon.
- 16.2 The use of such software, files, documents and objects is exclusively permitted for the purposes of executing orders for Canon. Any such software, files, documents and objects must be returned to Canon immediately upon request, but at the latest without request, when such software, files, documents and objects have fulfilled their purpose or if a contract is not formed or terminated. Software, files and documents may – either at the discretion of Canon or if such are not present in a tangible form – also be destroyed / deleted.
- 16.3 When disposal is required under the contract, or upon the termination of the contract, all Canon data used in providing the services must be securely disposed of by the contractual partner as follows, unless otherwise agreed with Canon in writing:
- physical form of data: must be either destroyed by the contractual partner by a cross-cut shredder at its site or destroyed off-site by a third party that specializes in secure data disposal. Such off-site disposal must be executed pursuant to a written agreement between the contractual partner and such third party, which shall contain data confidentiality provisions at least as stringent as the data confidentiality provisions of the contract. In the latter case, all paper containers on the contractual partner's site that contain documentation related to the services must be locked at all times;
 - digital form of data: must be securely wiped (with at least 3 repetitions of the wipe/overwrite process per media) and/or degaussed in accordance with industry standards (e.g. NIST 800-88);
 - All data disposal activities must be individually logged and signed off.
- 17. Social responsibility and further obligations of the contractual partner**
- 17.1 The contractual partner is obliged to comply with the Canon Production Printing Supplier Code of Conduct, as amended from time to time. The Canon Production Printing Supplier Code of Conduct is available under [Canon Production Printing Supplier Code of Conduct \(cpp.canon\)](#) and forms an integral part of these General Terms and Conditions of Purchase and Supply of Canon Production Printing.
- 17.2 Social responsibility is paramount to Canon. The contractual partner is obliged to comply with "The Ten Principles of the UN Global Compact" (<https://www.unglobalcompact.org/what-is-gc/mission/principles>), namely that businesses should (i) support and respect the protection of internationally proclaimed human rights; (ii) make sure that they are not complicit in human rights abuses; (iii) uphold the freedom of association and the effective recognition of the right to collective bargaining; (iv) uphold the elimination of all forms of forced and compulsory labor; (v) uphold effective abolition of child labor; (vi) uphold the elimination of discrimination in respect of employment and occupation; (vii) support a precautionary approach to environmental challenges; (viii) undertake initiatives to promote greater environmental responsibility; (ix) encourage the development and diffusion of environmentally friendly technologies; and (x) work against corruption in all its forms, including extortion and bribery. The contractual partner is further obliged to comply with the legislation on minimum wages applicable to his employees.
- 17.3 The contractual partner shall upon request provide information reasonably required to allow Canon the verification of the contractual partner's compliance with the principles set out under section 17.2. If reasonably necessary for the purpose of verifying the compliance with the principles set out under section 17.2 the contractual partner shall allow a certified public accountant nominated by Canon to access the contractual partner's business premises and to perform the necessary inspections during normal business hours on reasonable prior notice as well as disclose to such certified public accountant documents and data upon request. This obligation is subject to the contractual partner's right to request that Canon may solely be informed of any incompliance with the principles set out under section 17.2.
- 17.4 Canon may terminate the contract if the contractual partner culpably violates the principles under 17.2; provided that the contractual partner fails to remedy such violation within a reasonable period set by Canon.
- 17.5 The contractual partner shall cause its subcontractors to comply with the principles set out under section 17.2.
- 18. Place of performance, place of jurisdiction, applicable law**
- 18.1 Unless otherwise agreed, the place of performance for all supplies and services shall be the seat of the registered office of Canon placing the order.
- 18.2 The sole place of jurisdiction for all disputes arising from or in connection with the business relationship shall be the seat of the registered office of Canon placing the order.
- 18.3 The laws of the seat of the respective registered Canon entity placing the order shall apply excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- B. Supplementary provisions for orders and the use of tools**
- 1. Production of tools, change requests**
- 1.1 The contractual partner shall coordinate with Canon the design and production of the tools ordered at every stage. The sole responsibility of the contractual partner for the construction of the tool hereby remains unaffected.
- 1.2 If the contractual partner discovers faults and /or inconsistencies in the specifications or information provided by Canon, he shall inform Canon immediately in writing. In such case, the contractual partner shall be obliged to propose the necessary or expedient changes.
- 1.3 Canon may at any time request the tool originally ordered to be produced with requested changes.
- 1.4 Should a defect be detected or should the realization of a change proposal or request require the prolongation of a deadline or increase the agreed costs, the contractual partner shall notify Canon immediately in writing. A prolonged deadline shall only apply and/or higher costs shall only be due if the parties have reached a respective written agreement.
- 2. Production samples, acceptance**
- 2.1 Canon shall be notified in writing after the tools have been manufactured.
- 2.2 If agreed, the contractual partner shall send Canon promptly the agreed number of production samples of all parts manufactured using a tool ordered by Canon for inspection. Canon may request to inspect the manufacturing process at any time.
- 2.3 The tools shall be accepted when sufficient proof has been furnished that the tools have been manufactured in accordance with the contract or after a four-week period of defect-free use or production; whichever occurs first. The parties shall sign a written declaration of acceptance.
- 3. Treatment of tools remaining with the contractual partner**
- 3.1 The contractual partner shall treat and keep the tools in accordance with section A 16.
- 3.2 Canon may request the handover of the tools at any time without giving any reason.
- 3.3 The contractual partner shall keep an updated list of the tools belonging to Canon, which are in his possession and shall record the receipt and dispatch of each tool. The contractual partner shall regularly submit to Canon a signed list of tools in his possession, at least on 30 November of each year.
- 3.4 Upon request, tools belonging to Canon and in the possession of the contractual partner must be rendered useless and disposed in line with the applicable environmental legislation. Upon request, the contractual partner shall prove the decommissioning of such tools. Details, in particular as to the bearing of the costs, scrappage and disposal will be agreed separately.
- C. Supplementary provisions for the provision of standard software**
- Standard software within the meaning of these T&Cs is software which has been developed for a variety of possible uses and which has not been produced in line with the wishes or specifications of Canon, either in whole or part.
- 1. Provision of software**
- 1.1 The contractual partner shall be obliged to provide Canon with the software specified in the order in a machine-readable form (Object Code) for the computer system specified by Canon. Upon request by Canon, the contractual partner shall provide back-up copies, full instruction manuals and product description material.
- 1.2 If agreed, the contractual partner shall install the software at Canon's premises and instruct and train the employees specified in the order.
- 2. Rights of use**
- 2.1 Canon shall have a non-exclusive, transferable, irrevocable right of use, unlimited in terms of place and either unlimited (purchase) or limited (rent) in terms of time, to the provided.
- 2.2 Canon may, in particular, but not limited to, use the provided software on any hardware available and copy it if necessary for the intended use.
- 2.3 Canon shall not be obliged to notify or inform anyone in the event of a change of the operating software or the transfer of the acquired software.
- 2.4 The decompilation of the software as well as other forms of reverse engineering, including a program modification shall be possible for the own use of Canon for the purpose of rectifying errors or lawfully extending the scope of functionality.
- 3. Third party software and open source software**
- Contractual partner represents and warrants that:
- all of the license obligations applicable to all third party software, including any open source software have been completely fulfilled by contractual partner;
 - contractual partner has provided Canon with all applicable license texts, documentation, source code, build scripts and other items for each version of third party software, including open source software which are legally required, especially to the extent they are required to enable Canon to (a) create an executable version of such third party software and (b) rightfully pass on these third party software components to resellers, distributors, partners, OEMs, end-users, and other business partners to whom Canon provides the licensed software, either as a standalone products or integrated with other products of Canon.
- 4. Installation, acceptance**
- 4.1 Acceptance is required for the agreed installation of the software.
- 4.2 The acceptance must be made in writing to be valid.
- D. Supplementary provisions for the production and provision of individual software**
- Individual software within the meaning of this provision is software developed for Canon and in whole or part in line with the wishes and specifications of Canon. This shall include an adaptation of standard software in line with the wishes and specifications of Canon.
- 1. Provision of software**
- 1.1 The contractual partner is obliged to develop the software specified in the order in line with the agreed specifications and characteristics and to provide it to Canon in a machine-readable form (Object Code) for the computer system specified by Canon. The contractual partner shall also provide full instructions on the installation and use as well as product description material. The use of open source software shall not prevent the unrestricted use and/or marketability of the provided software. The contractual partner shall provide an exhaustive list of the open source software used.

- 1.2 If agreed, the contractual partner shall install the software at Canon's premises and instruct and train the employees specified in the order.

2. Performance specifications

- 2.1 Provided this is ordered, the contractual partner shall prepare and develop the performance specifications subject to reasonable advice by Canon. The performance specifications are deemed to form a contractual object upon their completion.
- 2.2 The contractual partner shall ensure that the performance specifications include the specifications and characteristics defined in the order. In so far as agreed, the points listed in DIN 66231 (programme development documentation) shall be laid down in the contract.
- 2.3 In the event of faults, gaps or contradictions in the description of services in the order, the contractual partner shall inform Canon when preparing and developing the performance specifications.

3. Privacy by Design

The contractual partner shall develop or provision applications following the principles of privacy by design where privacy aspects are incorporated in the design of the application and in particular adhere to the principles of data minimization and purpose limitations, in order to ensure that only the data that is necessary for the provision of the service is collected, stored and processed.

4. Documentation obligations

- 4.1 The contractual partner is obliged to document in writing all working results of every stage of the fulfilment of the contract (in particular the preparation of the performance specifications, the production phases of the software and the installation) and shall send this to Canon immediately following the completion of each stage.
- 4.2 The content and scope of the documentation shall be prepared in such a way that after a reasonable period of induction the working results can be used by third parties.

5. Source code, rights of use and exploitation, open source software

- 5.1 The contractual partner shall provide Canon with the source code in the programming language laid down in the performance specifications as well as the manufacturer's documentation. If the performance specifications do not specify any language, then a standard language shall be used. The source code shall not only include the pure programme code, but also written documentation describing and explaining the programme code and which, after a reasonable period of induction, enable a user to understand the structure and mode of operation of the programme.
- 5.2 Canon shall have the exclusive, transferable, irrevocable right of use and exploitation, with no limitations in terms of time, place and content, to use the object and source code created by the contractual and all working results achieved for any purpose whatsoever known at the present time. This shall also include the right for Canon to transfer the exclusive or non-exclusive rights of use to third parties to any extent.
- 5.3 Contractual partner represents and warrants that:
- all of the license obligations applicable to all third party software, including any open source software have been completely fulfilled by contractual partner;
 - contractual partner has provided Canon with all applicable license texts, documentation, source code, build scripts and other items for each version of third party software, including open source software which are legally required, especially to the extent they are required to enable Canon to
 - create an executable version of such third party software and
 - rightfully pass on these third party software components to resellers, distributors, partners, OEMs, end-users, and other business partners to whom Canon provides the licensed software, either as a standalone product or
 - integrated with other products of Canon.

6. Acceptance

- 6.1 Acceptance will only take place once the overall services have been completed, i.e. after the software has been provided (including all documentation etc.) and installation, function tests, induction and training have been performed, and after the end of any test phase agreed in the order. No partial acceptance will take place.
- 6.2 A test phase shall begin when the contractual partner has completed the installation, has proven the existence of the agreed characteristics and the essential programme functions through appropriate tests (function tests) and has inducted and trained the employees specified by Canon in the use of the software. Upon request by Canon, test data provided by Canon shall be used in the function tests and additional tests carried out in order to verify the suitability of the programme in practice.
- 6.3 Acceptance shall take place if, during the test phase, the programme was successfully run at Canon's premises and all essential parts and functions fulfil the specifications laid down in the description of services.

E. Supplementary provisions for services

1. Scope of services

- 1.1 The contractual shall be obliged to maintain and service the hardware and software specified in the order in line with the conditions and in particular at the intervals laid down therein.
- 1.2 The obligations of the contractual partner shall - subject to any diverging agreement - include in particular:
- advice and support, including telephone support, in the event of user problems and operating defects from Monday to Friday between 8 a.m. and 6 p.m.;
 - the immediate investigation and repair of defects, on site if necessary;
 - advice on the latest developments and innovations with respect to the products used;

for software additionally: free production, provision and installation of improved programme versions (updates, hot fixes, patches, bug fixes) as well as the provision of updated documentation and the continued or updated source code in the case of

individual software; upon request by Canon the provision of new programme versions of the software (upgrades) at preferential conditions; no obligation exists to install provided improved and/or newer programme versions.

F. Supplementary provisions for security

1. Governance of Security

The contractual partner will appoint a security officer or designate a suitable contact person for all matters relating to security (security representative). The duties of this security representative include, but are not limited to:

- ensuring that the security and compliance requirements agreed in the contract are understood and managed by the contractual accordingly;
- ensuring that security and safety incidents, if any, are duly reported, investigated, and corrective actions are taken;
- acting as the single point of contact for security incidents related to Services and coordinating the contractual partner's actions in case of a security incident.

2. Security Incidents

- 2.1 The contractual partner must promptly report to Canon all security incidents, including but not limited to successful or unsuccessful attempts to access, use, steal, disclose, modify, or destroy data, and interference with or misuse of, Canon information processing infrastructure, applications and data.
- 2.2 In addition to Canon's rights under the contract, the contractual partner will allow for and support any security incident based audit as follows:
- If a security incident is detected and it is considered to be a security incident under Canon's incident management policy (e.g. any incident that involves confidential or strictly confidential information and/or data protected by privacy and/or data protection laws, Canon shall have the right to conduct an immediate investigation/audit to identify and mitigate the source and impact of the incident.
 - As soon as an incident is detected and notified to the contractual partner or by the contractual partner, contractual partner will retain all logs relevant to the incident for an indefinite time, unless requested otherwise by Canon in writing.

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