

GENERAL TERMS AND CONDITIONS – EDI

1. SCOPE / GENERAL

- 1.1 The General Terms and Conditions – EDI (hereinafter also referred to as the “GTC”) apply to electronic data interchange (EDI) in central settlement between KATAG AG, Stralsunder Straße 5, 33605 Bielefeld (hereinafter referred to as “KATAG”) and the supplier (hereinafter referred to as the “CONTRACT SUPPLIER”). This also applies if KATAG provides services without reservation despite being aware of conflicting terms and conditions of the CONTRACT SUPPLIER. The application of any General Terms and Conditions/General Terms and Conditions of Purchase of the CONTRACT SUPPLIER is excluded.
- 1.2 A Marketing, Supply and Payment Agreement exists between KATAG and the CONTRACT SUPPLIER. These GTC establish the arrangements between KATAG and the CONTRACT SUPPLIER for the transmission of the CONTRACT SUPPLIER's invoice data to KATAG by electronic data interchange (EDI).
- 1.3 The applicability of the GTC is agreed by means of the CONTRACT SUPPLIER's electronic consent; by giving electronic consent, KATAG and the CONTRACT SUPPLIER enter into an EDI AGREEMENT incorporating these GTC. The EDI Agreement forms an integral part of the Marketing, Supply and Payment Agreement referred to in Clause 1.2 above. The EDI Agreement sets out the legal terms and rules to which the PARTIES are subject when processing transactions by means of electronic data interchange (EDI procedure).
- 1.4 The KATAG E-Invoicing Guideline and the EDI-INVOIC Interface Description, each in its current version, form an essential part of the EDI Agreement. The EDI Agreement applies to all invoices issued to KATAG affiliated retailers as recipients of supplies or services and submitted to KATAG through central settlement. KATAG shall notify the CONTRACT SUPPLIER in an appropriate manner (for example, by email) of the affiliated retailers participating in central settlement.
- 1.5 The GTC do not govern the contractual obligations arising from transactions processed via EDI.
- 1.6 The PARTIES are entitled to engage third parties to fulfil their obligations in connection with the implementation of the EDI procedure, provided that the respective other party is notified in advance. This does not release the PARTIES from their obligations.

2. DEFINITIONS

The following terms are defined as follows:

“EDI”: Electronic data interchange means the electronic transfer of commercial and administrative data between computers using an agreed standard for structuring an EDI message.

“EDI message”: An EDI message means a group of segments structured in accordance with an agreed standard, rendered in a machine-readable format and capable of being processed automatically and unambiguously.

“EDI transmission file”: An EDI transmission file within the meaning of this Agreement contains invoice data only.

3. ADMISSIBILITY OF EDI MESSAGES AS EVIDENCE

Within the framework of any applicable national legal provisions, the PARTIES agree that, in the event of a dispute, records of EDI messages that they have stored in accordance with the terms of these GTC shall be admissible in court and shall constitute evidence of the facts contained therein, unless evidence to the contrary is produced.

4. PROCESSING AND ACKNOWLEDGEMENT OF RECEIPT OF EDI TRANSMISSION FILES

- 4.1 EDI transmission files shall be processed without undue delay after receipt..

- 4.2 The PARTIES agree that no express acknowledgement of receipt of the data shall be issued. The CONTRACT SUPPLIER is obliged to verify the processing of the data. The CONTRACT SUPPLIER shall be notified in an appropriate manner (for example, by email, telephone or during Teams meetings) of submitted data that cannot be processed by the system.

5. SECURITY OF EDI MESSAGES/TRANSMISSION FILES

- 5.1 The PARTIES undertake to implement and maintain security procedures and measures to protect EDI transmission files against unauthorised access, alteration, delay, destruction or loss.
- 5.2 The security procedures and measures include verification of the origin, verification of integrity and assurance of the confidentiality of EDI messages and transmission files at a level corresponding to the confidentiality of a paper invoice (no encryption required).
- 5.3 The PARTIES and the third parties engaged by them shall ensure that EDI messages/transmission files and the information they contain, transmitted under these GTC, are treated as confidential and are neither disclosed or sent to unauthorised persons nor used for purposes other than those intended by the PARTIES.
- 5.4 Security procedures and measures for verifying origin and integrity, in order to identify the sender of an EDI message/transmission file and to ensure that each EDI message/transmission file received is complete and has not been corrupted, are mandatory for all messages and transmission files.
- 5.5 If the security procedures and measures result in the rejection of an EDI message/transmission file or the detection of an error in a message/transmission file, KATAG shall notify the CONTRACT SUPPLIER accordingly. With regard to the error-handling procedure, reference is made to Clause 10.

6. RETENTION OBLIGATIONS AND LOGGING

- 6.1 KATAG shall retain, as a record subject to retention requirements, a chronological log of all errors identified during the EDI procedure after receipt of the EDI transmission file/message that result in the EDI transmission file/message not being processed, for the duration of the retention periods prescribed by commercial and tax law.
- 6.2 The PARTIES shall ensure that error logs pursuant to Clause 6.1 are accessible and can, if necessary, be reproduced and printed in a readable form. The operating equipment required for this purpose must be kept available.
- 6.3 The PARTIES shall also fulfil their statutory retention obligations and shall make the retained records available to the respective other party at any time during the statutory retention period, if and to the extent that this is necessary to demonstrate to a third party conducting an audit the integrity and authenticity of the transmitted data and of the procedure practised between the PARTIES.

7. OPERATIONAL REQUIREMENTS FOR EDI

The PARTIES undertake to provide and maintain the EDI operating environment required by the provisions of the GTC, observing, among other things, the following requirements:

- 7.1 Operating equipment: The PARTIES shall provide and maintain the equipment, software programs and services required for the transmission, receipt, visualisation, recording and storage of messages and transmission files.
- 7.2 EDI message standards: All EDI messages shall be created and transmitted in accordance with the KATAG E-Invoicing Guideline and the EDI-INVOIC Interface Description, each in its current version.

8. SUPPLEMENTARY MEASURES TO ENSURE AUTHENTICITY OF ORIGIN

If the CONTRACT SUPPLIER's identification details (e.g. GLN and/or VAT identification number / tax number) or personal master data change, the CONTRACT SUPPLIER shall ensure that KATAG is notified of the change in writing in sufficient time for processing before the change takes effect. Use of the previous identification details after the agreed time of the change shall result in an error notification to the CONTRACT SUPPLIER and in non-processing (see Clause 10).

9. SUPPLEMENTARY MEASURES TO ENSURE DATA INTEGRITY

- 9.1 Before the PARTIES commence the EDI procedure in production operation and the transmitted data become binding (production phase), the PARTIES shall first test the transmission of EDI messages (test phase). The PARTIES shall use live data even during the test phase, but shall identify these as test data. The CONTRACT SUPPLIER is responsible for ensuring that the live data used during the test phase are labelled as test data. KATAG shall ensure, through system-related and organisational measures, that the data transmitted for testing purposes are processed but are not treated as live data in the production phase.
- 9.2 KATAG shall check the incoming data for plausibility against the master data held by KATAG and the information specified in the KATAG E-Invoicing Guideline and the EDI-INVOIC Interface Description.
- 9.3 The CONTRACT SUPPLIER or the third party engaged by it shall ensure that identical invoice data are not transmitted more than once.

10. ERROR-HANDLING PROCEDURE

- 10.1 If an error is detected during the procedures for ensuring authenticity of origin and data integrity, this shall result in the EDI transmission file not being processed.
- 10.2 It is the responsibility of the CONTRACT SUPPLIER to rectify the errors and retransmit the data.

11. LIABILITY

- 11.1 Any liability of the PARTIES and the third parties engaged by them that may arise in connection with the EDI Agreement is excluded, except for ensuring the error-handling procedure pursuant to Clause 10 and subject to the following provisions.
- 11.2 The exclusion of liability pursuant to Clause 11.1 shall not apply to damage arising from injury to life, body or health resulting from a negligent breach of duty by the respective other party or from an intentional or negligent breach of duty by a legal representative or vicarious agent of the respective party.
- 11.3 Furthermore, the exclusion of liability pursuant to Clause 11.1 shall not apply to other damage resulting from a grossly negligent breach of duty by the respective other party or from an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the respective party.
- 11.4 If a KATAG affiliated retailer's input VAT deduction is disallowed by the tax authorities because the CONTRACT SUPPLIER fails to comply with its obligation under Clause 8 to notify a change in its identification details (e.g. GLN and/or VAT identification number / tax number) or a change in its personal master data in good time, the CONTRACT SUPPLIER shall reimburse the KATAG affiliated retailer for the disallowed input VAT deduction and for the interest claims asserted by the tax authorities in the matter that have become final and binding. The CONTRACT SUPPLIER may subsequently avert the obligation to reimburse the input VAT deduction by issuing an invoice that complies with VAT requirements.

12. JURISDICTION

The registered office of KATAG shall be the exclusive place of jurisdiction for disputes arising from this EDI Agreement.

13. APPLICABLE LAW

The EDI Agreement shall be governed exclusively by German law.

14. AMENDMENTS / DURATION / ETC.

- 14.1 If a justified need for amendment arises as a result of a change in legislation, rulings of the highest courts, changes in the views of the tax authorities and/or a departure from the previous recommendation of the European Commission, either party may request an adjustment of the EDI Agreement. A justified need for amendment exists if, objectively, the change in legislation, rulings of the highest courts, change in the views of the tax authorities or departure from the previous recommendation of the European Commission results in the (partial) invalidity of a provision of the EDI Agreement and/or gives rise to a gap in its provisions. Reasonableness is not a determining factor. This applies in particular if the aforementioned changes could jeopardise the input VAT deduction of a KATAG affiliated retailer.
- 14.2 The KATAG E-Invoicing Guideline and the EDI-INVOIC Interface Description may be unilaterally updated and amended by KATAG and shall be made available to the CONTRACT SUPPLIER in an appropriate manner in their current version and shall replace the previous version as a component of the contract.
- 14.3 The EDI Agreement forms an integral part of the Marketing, Supply and Payment Agreement and therefore cannot be terminated separately. The EDI Agreement shall therefore end at the same time, without notice of termination being required, when the Marketing, Supply and Payment Agreement between the CONTRACT SUPPLIER and KATAG ceases to have legal effect.
- 14.4 Termination of the EDI Agreement shall affect only transactions after that date.
- 14.5 Notwithstanding termination, the obligations under the EDI Agreement relating to retention, logging and system security shall continue after termination to the extent required by law.

15. FINAL PROVISIONS

Should any provision of this EDI Agreement be or become invalid or unenforceable, this shall not affect the validity of the remainder of the Agreement. The invalid or unenforceable provision shall be replaced by a provision that comes closest to its economic purpose. Amendments to the GTC and/or the EDI Agreement must be made in writing; this also applies to the written form requirement itself.

These General Terms and Conditions have been translated from German with the assistance of artificial intelligence; the German version shall prevail at all times, including in the event of any discrepancies between the German version and this translation.