

# Service Level Agreement (SLA) Direct Delivery

of

Conrad Electronic SE Klaus-Conrad-Straße 1 92240 Hirschau Germany - hereinafter referred to as "Conrad" -



## 1. Preamble

This Service Level Agreement (SLA) is a step towards improving the relationship with our suppliers. As a partner, you are referred to as the "Supplier" in this Agreement and Conrad Electronic SE is referred to as "Conrad".

Conrad's goal is to work together with its responsible suppliers in a cooperative relationship to guarantee that supply chain processes run smoothly to the satisfaction of our customers.

To achieve this goal, this SLA contains the basic quality requirements necessary to permanently and consistently guarantee an efficient delivery process in drop shipping beyond deliveries to a central logistics centre. In the future, Conrad will measure, track and document all logistical requirements outlined in this document.

This document will be updated at regular intervals and adapted to meet any needs which may have changed. As our partner, you will be informed of changes or adjustments in a timely manner.

This Service Level Agreement (SLA) is a binding, contractual document for our partners that provide supply chain services for Conrad, and is a integral component of every agreement pertaining to delivery of goods to Conrad or to customers named by Conrad, whether they be end customers, or branches or foreign subsidiaries of Conrad's that receive deliveries by means of suitable shipping models.

#### 2. Basic requirements

#### 2.1 General

The Supplier or the carrier commissioned by the Supplier ensures that all provisions and basic conditions, statutory or otherwise, are complied with at all times.

SLA direct delivery is always applicable, independent of the terms of delivery agreed in individual cases, and is part of the purchase agreement unless otherwise agreed.



# 2.2 Dangerous goods

The shipping or transport of dangerous goods is regulated by numerous legal provisions (laws, byelaws, directives, etc.). The Supplier provides legally binding confirmation that the products or shipped items delivered directly to Conrad's customers comply with the following directives in the version applicable in each case:

- ADR European Agreement concerning the International Carriage of Dangerous Goods by Road
- IMDG Code International Maritime Dangerous Goods Code
- IATA DGR Technical Instructions for the Safe Transport of Dangerous Goods by Air
- GGVSEB Dangerous goods byelaw for road, rail and German inland waterway transport
- GGBefG Act concerning the carriage of dangerous goods

Non-compliance with the byelaws may lead to considerable legal problems with the authorities, with possible consequences including fines or terms of imprisonment, etc.

Conrad therefore obliges the Supplier to inspect its products carefully and in a timely manner regarding the points mentioned above. Conrad is to be notified in writing immediately if there are any changes.

The Supplier thus issues legally binding confirmation that the current versions of the above byelaws, laws and directives in each case are complied with and observed.

Furthermore, the Supplier must provide safety data sheets (SDS) before delivering for the first time.



# 3. End customers

The delivery of commodities to Conrad's customers is performed by the Supplier by means of direct delivery. For this purpose, Conrad will follow a set procedure to transfer its customer order for final delivery.

#### 3.1 Invoice and delivery note

If required, the order from the Supplier is activated by Conrad (customer order is available). Depending on the type of communication agreed (EDI / WEB-EDI), the Supplier is provided with the delivery note and invoice with the Conrad logo as a PDF file together with the customer order. If communication via EDI has been agreed, the documents are provided on the Conrad server (DAS). If a WEB-EDI connection is used, these documents are provided for download on the WEB-EDI portal. The Supplier prints out the documents provided, encloses them with the consignment and sends the item ordered to the respective end customer.

The combination with stock articles from Conrad is not possible in this case. Free gifts (e.g. catalogues) are split up and delivered to the customer by Conrad separately from the LOC. This business model of drop shipping to end customers requires the use of EDI or WEB EDI, which guarantees the fast and extensive bidirectional transfer of the order data.

## 3.2 Transmission of inventory

Conrad expects the master file to be transmitted daily with numerical data regarding the maximum order volume available to Conrad. This master file must always be transmitted even if there has been no change since the previous day.

- Master file every day by no later than 6.00 p.m. with numerical data regarding the maximum order volume available to Conrad and the purchase price currently applicable.
- If shortfalls are established later, the Supplier must send an updated master file to Conrad immediately.

Conrad reserves the right to **take out of the product range** any items for which no information has been provided via the master file for **more than three days**.

The technical prerequisites, means of transmission, and data set descriptions concerning the transmission of inventory are described online on our Conrad Partner Portal at <a href="https://support.conrad.de/hc/de/articles/360001394017">https://support.conrad.de/hc/de/articles/360001394017</a> **"Conrad Electronic Bestandsübermitt-lung"**.



#### 3.3. Order confirmation

Conrad expects to receive a same-day order confirmation for every order. For orders received after the Supplier's business hours, however, such confirmation must be issued by no later than 10.00 a.m. on the following day. In addition to the confirmation of the prices from the order, this also contains the shipping date. The shipping date shown corresponds to the date of goods issue from the Supplier.

- Same-day order confirmations, but by no later than 10.00 a.m. on the following day with price confirmation and shipping date.
- If there are later changes, the Supplier must send an updated order confirmation to Conrad immediately.

Conrad reserves the right to invoice the Supplier for lump sum compensation for additional outlay to the amount of €50 per procedure in the case of orders for which no order confirmation has been issued for **more than three days**.

The technical prerequisites, means of transmission, and data set descriptions concerning the order confirmation are described online on our Conrad Partner Portal at <a href="https://support.conrad.de/hc/de/articles/360001394017">https://support.conrad.de/hc/de/articles/360001394017</a> **"Conrad Electronic Auftragsbestätigung"**.

#### 3.4 Delivery

The Supplier makes the delivery to the address conveyed in the order. Depending on the type of communication agreed, the customer either receives the invoice in the package from the Supplier or directly from Conrad later.

- The delivery address corresponds to the customer address conveyed in the order.
- If it is impossible to make a delivery to the customer (refusal to take delivery; address unknown, etc.), the Supplier must inform Conrad by email immediately (ekinfo.strecke@conrad.de).
- When delivery has been made to the customer, Conrad expects the order-related invoicing to be performed by the Supplier.



# 3.5 Tracking

Conrad wishes to offer its customers the best possible service. This also includes the complete representation of the shipment progress and the use of the information arising from it. In order to do this, it is necessary to transmit defined data.

#### Data transmission for tracking:

- Commissioned service provider
- Shipment ID

The Supplier allows Conrad to access the tracking data connected to this shipment number electronically from the freight service provider and to process it for internal purposes.

• Supplier contact agent (in case of problems), including telephone number

The technical prerequisites, means of transmission, and data set descriptions with regard to tracking are described online on our Conrad Partner Portal at <a href="https://support.conrad.de/hc/de/articles/360001394017">https://support.conrad.de/hc/de/articles/360001394017</a> **"Conrad Electronic Sendungsverfolgung"**.

#### 4. Cross-docking

The cross-docking process is basically identical to drop shipping to end customers. Here, Conrad is the consignee. Basically, everything contained in item 3 **"End customers"** is to be observed here as well.

#### The following differences must also be observed:

- The delivery address is exclusively Conrad Electronic SE, LOC Wernberg, Klaus-Conrad-Str. 2, 92530 Wernberg, Germany.
- All cross-docking items are to be delivered consolidated on pallets or in a suitable shipping box without insert material. A separate delivery note is to be prepared for each loading unit.
- The transport unit is to bear a "Cross-docking" sticker clearly visible on the outside (preferably red print on a white sticker) next to the package/pallet label.
- The delivery notes are to be attached to the outside of the packages or pallets in document pouches. The delivery note must be clearly assigned to the order item.
- Individual order items are to be kept together here. All order items must be properly identifiable and be assignable without extra time or effort required to sort or look for them.
- Cross-docking orders must not be delivered mixed with orders for the central warehouse. Each cross-docking item must be delivered in a separate loading unit and be labelled accordingly.



# 5. Returns

Returns are processed through Conrad on principle.

# 6. Liability/Recourse

Should costs accrue to Conrad as a result of non-compliance with the points stipulated in this SLA, Conrad reserves the right to claim these from the Supplier to the appropriate amount.