

General Terms and Conditions of Purchase

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

A. General

§ 1 Scope of validity; form

(1) These General Terms and Conditions of Purchase only apply if the Supplier is an entrepreneur (section 14 of the German Civil Code [BGB]), a legal person under public law or a separate fund under public law.

(2) These General Terms and Conditions of Purchase particularly apply to contracts of sale and/or delivery agreements concerning movable objects ("goods"), irrespective of whether the seller manufactures the goods itself or purchases them from suppliers (sections 433 and 650 BGB). These General Terms and Conditions of Purchase also apply to similar contracts in the future unless otherwise agreed.

(3) These General Terms and Conditions of Purchase apply exclusively. Any deviating, opposing or supplementary General Terms and Conditions of the Supplier will only become part of the contract if and to the extent that Conrad has expressly consented to their validity in writing. This consent requirement applies in all cases. It also applies, for example, if Conrad is aware of the General Terms and Conditions of the Supplier and accepts the Supplier's deliveries without reservation.

(4) No side agreements have been made. Amendments and supplements to these General Terms and Conditions of Purchase must be made in writing. The same applies to changes to this written form requirement itself. Transmission by telecommunication is ruled out.

(5) Legally relevant declarations and notices of the Supplier with regard to the contractual relationship (e.g. setting of time limits, reminder, rescission) are to be issued in writing, i.e., in written or text form (e.g. letter, email, fax) unless otherwise regulated by these General Terms and Conditions of Purchase. Statutory requirements and other proof remain unaffected, particularly in case of doubt as to the legitimation of the person or entity making the declaration.

(6) References to the validity of statutory provisions are only significant for the purpose of clarification. The statutory provisions therefore also apply without any such clarification provided that they have not been directly amended in or expressly excluded from these General Terms and Conditions of Purchase.

§ 2 Orders

(1) An order made by Conrad is not considered binding until it has been issued or confirmed in writing. The Supplier is to advise Conrad of obvious mistakes in the order (e.g. clerical errors and calculation errors), including the order documents, and of any parts that are not complete so that these can be corrected or completed; otherwise, the contract is regarded as not having been concluded.

(2) The Supplier enables Conrad to place orders by digital data transmission.

(3) The Supplier is obliged to confirm orders placed by Conrad within a deadline of two working days (working days: Mon – Fri) using the connection selected according to (2). Delayed acceptance is regarded as a new offer and requires acceptance by Conrad.

§ 3 Special purchase of unlisted products

Through its special purchases department, Conrad is permitted to purchase unlisted products that are part of a listed product series at the same discount level and under the same service agreements as listed products.

§ 4 Non-disclosure

(1) Conrad shall reserve property rights and copyrights to images, plans, drawings, calculations, instructions for implementation, product descriptions and other documents. Documents of this kind, the information obtained from them, and all other

information which the Supplier receives directly or indirectly from Conrad in connection with the performance of the contract are to be used exclusively for the contractual performance. The documents are to be returned after the contractual relationship has been completed. The documents and information are to be kept secret from third parties, even after the contractual relationship has ended. The non-disclosure obligation does not lapse unless or until the knowledge contained in the documents delivered has become generally known.

(2) The Supplier is not permitted to copy or store confidential information or duplicate it in any other way or set it down in writing without express consent or unless it is necessary to carry out the order. When protecting the documents and information, at least the same level of diligence is to be applied as with the Supplier's own confidential information.

(3) Conrad must not be mentioned in information or promotional literature or as a reference without written consent.

(4) Documents and information which are excluded from the confidentiality obligation are those that are demanded by state institutions legitimately authorised in this regard for their attention, those of which the Supplier was already aware before the notification by Conrad, or those that Conrad has expressly declassified with regard to the Supplier. The confidentiality obligation is to be assumed in case of doubt regarding the legitimation or admissibility of the demand for surrender. The burden of proof that the Supplier was already aware of the respective information rests with the Supplier.

(5) If the Supplier considers itself to be entitled or obliged to disclosure according to (4), it will always inform Conrad of the information disclosed and of the recipient in suitable form before or at least immediately after the disclosure.

(6) The above provisions apply accordingly to substances and materials (e.g. software, finished and semi-finished products) and to tools, templates, samples and other items which Conrad provides the Supplier with for manufacture. As long as they are not processed, such items are to be kept separately and insured against destruction and loss to an appropriate extent at the Supplier's expense.

§ 5 Product discontinuation announcements

The Supplier shall notify Conrad of product discontinuation announcements at least six months in advance.

§ 6 Code of Conduct (Supplier's Declaration)

(1) The Supplier shall also observe the current version of Conrad's Code of Conduct – Supplier's Declaration (CoC) in each case. The current version of the CoC in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingung.html>.

(2) Conrad will not tolerate any infringement. Such an infringement would lead to Conrad exercising its right of extraordinary termination of the contractual relationship.

B. Delivery

§ 7 Time of delivery

(1) The time of delivery stated by Conrad in the order is binding. The Supplier is obligated to inform Conrad immediately in text form if it will probably not be able to comply with agreed times of delivery – for whatever reason.

(2) The Supplier can only object to a time of delivery and/or delivery quantity specified by Conrad within the order confirmation period mentioned in § 2(3). The objection must be made electronically. Changes which the Supplier makes to the order require Conrad's express consent to be effective.

§ 8 Default in delivery

(1) If the Supplier does not perform its service or does not do so within the agreed time of delivery, or if it is

in default, Conrad's rights – particularly those regarding rescission and compensation – are determined according to the statutory provisions. The provisions of (4) to (6) remain unaffected.

(2) If the Supplier is in default, besides further statutory claims, Conrad is entitled to demand lump sum compensation for the damage caused by the delay to the amount of 1.5% per week or part thereof, but in total no more than 5% of the net price of the goods delivered late, plus a €12.50 fixed processing charge per debit note plus statutory VAT. Conrad is permitted to furnish proof that a greater loss was incurred. The Supplier is permitted to furnish proof that no loss was incurred at all or only a loss that was substantially smaller. If Conrad is obligated to pay a higher amount of damage caused by delay/a higher penalty for delay than a purchaser, the Supplier is to indemnify Conrad in this regard.

(3) If the delay exceeds 14 days, Conrad is entitled to cancel the order or to reduce the order quantity as required. In this case, the Supplier's claims for reimbursement of costs remain unaffected.

(4) The damage caused by delay only lapses due to force majeure (e.g. natural disasters, embargoes, political unrest, etc.) if the Supplier has communicated the delay immediately in text form according to § 3(1).

(5) As with a vicarious agent, the Supplier is liable for a delay for which its carrier is responsible.

(6) In the case of dropshipping to end customers, Conrad reserves the right to assert an additional claim to compensation.

§ 9 Performance and delivery

(1) The Supplier is not entitled to have third parties (e.g. subcontractors) provide the service it owes without Conrad's prior written consent. The Supplier bears the procurement risk for its services unless otherwise agreed in specific cases (e.g. restriction to stock).

(2) Within Germany, delivery to the destination provided in the purchase order is free of charge and with no upfront costs. If the destination is not provided and nothing else has been agreed, delivery is to be made to:

Conrad Electronic SE
frei Haus Wernberg
Klaus-Conrad-Str. 2
92533 Wernberg

Deliveries can be received from Monday to Friday from 7:00 a.m. to 1:30 p.m. except for public holidays.

(3) The respective destination is also the place of performance for the delivery and for any supplementary performance (obligation to be performed at the customer's address) unless otherwise agreed.

(4) The delivery is to be made according to the current version of Conrad's logistics conditions (LB) applicable in each case. The current version of the logistics conditions in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingung.html>.

(5) The deliveries are made as complete deliveries.

(6) Partial deliveries are only permitted after consultation or according to specifications.

(7) Conrad tolerates a quantity tolerance percentage of +/- 5%. In the case of short deliveries, Conrad only has to pay for the quantity delivered.

§ 10 Delivery note; transport and accompanying documents

(1) A delivery note containing the date (of issue and shipping), the contents of the delivery (item number and quantity) and Conrad's order identification (date and number) is to be included with the delivery. If there is no delivery note or it is incomplete, Conrad is not liable for delays in the processing and payment resulting from this. If the delivery is made in several units, each unit is to be especially indicated on the delivery note.

(2) Separate from the delivery note, corresponding notice of delivery with the same content is to be sent to Conrad by email to avis@conrad.de.

(3) The Supplier is to deliver the goods with correct transport and accompanying documents.

§ 11 Passing of risk and default of acceptance

(1) The risk of accidental loss and accidental deterioration of the goods passes to Conrad when they are delivered to the place of performance. As far as taking delivery has been agreed, this is decisive for the passing of risk. In other respects, the statutory provisions of the law regarding contracts for work and services also apply accordingly with regard to taking delivery. If Conrad is in default of acceptance, this will be regarded as delivery or taking delivery.

(2) The statutory provisions apply if Conrad falls into default of acceptance. However, the Supplier must also offer Conrad its service expressly if a specific or definable date and/or time has been agreed which requires action or cooperation by Conrad (e.g. material supply). If Conrad falls into default of acceptance, the seller can demand compensation for its extra expenses according to the statutory provisions (section 304 of the German Civil Code [BGB]). If the contract refers to non-fungible goods which are to be produced by the Supplier (individual production), the Supplier is only entitled to further claims if Conrad has committed to its involvement and would be liable if it ceased its involvement.

§ 12 Packaging

(1) The goods must be protected by suitable packaging in which they can be sent by post or by a forwarding company without requiring further packaging and which guarantees that the items are protected.

(2) The goods must be protected against pressure, falling and impact and must not damage other parts or the packaging with sharp or pointed items.

(3) The packaging must look flawless.

(4) Transport and stacking instructions must be positioned on the packaging so that they are clearly visible.

(5) ESD articles delivered must be packaged exclusively in packaging which shields against electrostatic discharge. For deliveries, the only packaging permitted (e.g. ESD cardboard, shielding bags, etc.) is that bearing an ESD material label containing the ESD classification symbol S or labelled as shielding packaging.

(6) Differing from the shielding packaging, delivery is only possible in multi-layered packaging that provides protection against the risk of damage from the Charged Device Model (CDM) and shielding against electrostatic discharge:

No. 1 Inner packaging in dissipative packaging from protection class D (e.g. pink packaging, dissipative rods).

No. 2 Additional packaging in conductive packaging from protection class C (e.g. black bags).

(7) Dangerous goods are to be clearly labelled and packed to enable a safe logistics process. Therefore, all shipments, transports and labelling must comply with the current statutory regulations (ADR; IATA; IMDG).

§ 13 Reservation of title

(1) Ownership of the goods must be transferred to Conrad without fail and regardless of the payment of the purchase price. In specific cases, however, if Conrad accepts an offer of transfer of ownership made by the Supplier which is conditional on the payment of the purchase price, the Supplier's reservation of title regarding the goods delivered lapses on payment of the purchase price at the latest. Even before payment of the purchase price, Conrad also remains authorised to mix, combine or connect the goods with other objects or to resell them in the regular course of business, effecting advance assignment of the claims ensuing from this by way of security (alternatively

assertion of the simple reservation of title and the reservation of title extended to onward sale). However, the assignment only applies in the amount corresponding to the price of the goods as charged by the Supplier. In the case of sale, if the Supplier only has joint ownership, the assignment only applies in the amount corresponding to the value of the co-owner's interest.

(2) In any case, this means that all other forms of reservation of title are ruled out, particularly the extended and transferred reservation of title and the reservation of title extended to further processing.

(3) If the Supplier delivers the goods to a final purchaser at Conrad's request, Conrad acquires the title to these for the time being while they are in transit; the transfer to the final purchaser is made at Conrad's behest.

§ 14 Export control and customs

(1) Regarding the goods delivered to Conrad, the Supplier is obligated to instruct Conrad in its business documents accordingly concerning possible authorisation requirements or limitations regarding (re-) exports according to German, European, US export and customs regulations, as well as the export and customs regulations of the country from which the delivered goods originated.

(2) For goods subject to authorisation, the following information is to be sent to the email address exportkontrolle@conrad.de in time – but at least 10 working days – before the first delivery:

No. 1 the retailers - material number / item number

No. 2 the goods description customary in the trade

No. 3 all applicable export list numbers, European dual-use numbers, including the Export Control Classification Number pursuant to the US Commerce Control List (ECCN),

No. 4 the trade policy origin of the goods (original country),

No. 5 the customs tariff number,

No. 6 the statistical item number (HS code) and

No. 7 a supplier contact to clarify possible queries.

(3) Regarding the goods delivered, the Supplier is obligated to inform Conrad immediately of any changes to the authorisation requirements due to technical and/or legal changes, as well as of official declarations or restrictions.

(4) The Supplier indemnifies Conrad from all claims or other sanctions which are imposed on Conrad due to violations of the export control law in connection with the goods delivered to Conrad.

C. Prices and terms of payment

§ 15 Price maintenance; scope of services; maturity interest

(1) The price given in the order is binding. All prices are given without statutory VAT if this is not shown separately.

(2) The price includes all of the seller's services and ancillary services as well as all incidental expenses unless otherwise agreed in specific cases.

(3) Conrad does not owe any maturity interest. The statutory provisions apply in the case of default of payment.

§ 16 Invoice; cash discounts; proviso of flawless delivery

(1) The form and content of delivery notes and invoices must match. Invoices are to be issued separately according to the order numbers determined by Conrad. All prices are to be given as net amounts, with agreed discounts being specified. According to statutory specifications, the invoice must also include

No. 1 the order number determined by Conrad,

No. 2 the supplier number determined by Conrad,

No. 3 the article number determined by Conrad,

No. 4 the date the order was placed,

No. 5 the type of shipping,

No. 6 the delivery quantity and

No. 7 identification of whether a partial delivery or a delivery of the remainder of the goods was made.

(2) The agreed price is payable within 30 calendar days after full delivery and performance (including any acceptance agreed) and a correct invoice has been received. If written cash discounts have been agreed, payments are made in accordance with the agreements made.

(3) The cash discount or payment period commences with the full receipt of all order items at the destination, and is calculated in working days (Mon - Fri).

(4) In the case of bank transfers, payment is considered to have been made in time if the order for the transfer to be made is received by the bank before the cash discount or payment deadline expires; Conrad is not responsible for delays caused by the banks involved in the payment process.

(5) Conrad is not responsible for delays due to invoices which were not provided. If an invoice is received late, Conrad is entitled to the full cash discount or payment period.

(6) If there is a deviation from the delivery date given in the order and it is delivered early, the cash discount or payment period does not commence until the delivery date given in the order.

(7) Payments are always only made under the proviso that the delivery is on schedule and free of defects.

§ 17 Price agreement

(1) The agreed prices apply for six months until the end of the calendar year from the date of the order. In the case of daily prices, the time of the order applies.

(2) If the Supplier reduces the price of a product, the Supplier will immediately credit Conrad with the difference between the original product price and the reduced product price for the products which Conrad has in storage. This also includes products which were on the delivery route from the Supplier to Conrad on the day of the price reduction or increase in discount. All orders that have not yet been sent out will be delivered at the new lower price.

(3) Special agreements regarding prices are to be set down in writing.

§ 18 Set-off and retention

(1) Conrad is entitled to rights of set-off and retention and the defence of non-performance of the contract to the extent prescribed by law. Conrad is particularly entitled to retain due payments as long as Conrad is still entitled to claims against the Supplier based on incomplete or deficient services.

(2) The Supplier is only entitled to rights of set-off and/or retention as a result of counterclaims which have been determined by a final court decision or are uncontested. If the counterclaims stem from other legal transactions with Conrad, the Supplier has no right of retention.

D. Properties of the goods; precautionary measures

§ 19 Operating instructions and labelling

The Supplier shall ensure that with regard to the requirements regarding the operating instructions and labelling, the goods satisfy requirements of the current version of Conrad's Conditions for Operating Instructions and Labelling (BKB) in each case. The current version of the Conditions for Operating Instructions and Labelling in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingung.html>.

§ 20 Textile products, gloves and shoes

The Supplier shall ensure that textile products, gloves and shoes satisfy the requirements of the current version of Conrad's Conditions for Textiles (TB) in each case. The current version of the Conditions for Textiles in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingung.html>.

§ 21 Environmental management and environmental protection

(1) The Supplier shall comply with the statutory provisions regarding

- No. 1 environmental protection
- No. 2 the placing on the market, taking back and disposal of electrical and electronic equipment (WEEE)
- No. 3 and of their restricted substances (RoHS),
- No. 4 chemical substances in consumer products (REACH),
- No. 5 persistent organic pollutants (POP);
- No. 6 environmentally sound product design (ErP; EVPG; EnVKG; EnVKV),
- No. 7 chemicals (German Chemicals Act [ChemG]; German Ban on Chemicals Ordinance [ChemVerbotsV]; Directive 94/62/EC),
- No. 8 work safety,
- No. 9 the placing on the market, taking back and disposal of sales packaging (German Packaging Act [VerpackG])
- No. 10 and the placing on the market, taking back and disposal of batteries and rechargeable batteries (German Battery Act [BattG]).

(2) The current version of Conrad's Conditions regarding the Environment (UB) in each case is decisive in this regard. The current version of the Conditions regarding the Environment in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingungen.html>.

E. Provision of data

§ 22 Provision of data

(1) To create item masters and successfully promote and market the products, the Supplier is to send Conrad structured product data, product images (media) and sales texts which are clearly assigned to the respective product.

(2) The structured product data includes the data requested by Conrad in the item creation portal which is listed and explained in the current version of Conrad's Conditions for Item Creation (AAB) in each case. The current version of the Conditions for Item Creation in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingungen.html>. It is possible to deviate from the list by mutual agreement.

(3) At least one product photo of sufficient technical quality is to be provided as a product image. The technical requirements are determined according to Conrad's current Conditions for Product Images (PAB) in each case. The current version of the Conditions for Product Images in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingungen.html>.

(4) The rights of use for all data and media supplied to Conrad in accordance with (1) and (3) are granted free of charge, irrevocably, without any local or temporal restrictions, and unencumbered by third-party rights. The granting of the rights of use is unlimited and comprehensive and covers all media and types of use that are currently known and will become known in the future. These particularly, but not exclusively, include the rights of reproduction, distribution, exhibition, presentation, performance, demonstration and transmission, the right of analog and/or digital presentation using image carriers and/or audio storage media, the right of analog and/or digital presentation of broadcasts, and the right of use online or in an online application. The transfer includes the right of further transfer to third parties and changes to the data and media. Information on the creator or author is to be supplied in the meta data.

(5) In the context of its release obligation, the Supplier is to refund all expenses accruing in connection with third-party rights to the data delivered.

(6) The granting of the rights of use covers all kinds of use currently known and particularly includes the

digitising, reproduction, distribution, exhibition, presentation, transmission and public presentation through image carriers. The images may be used in all media suitable for this purpose (including multimedia applications and internet) and stored in data bases, provided that they are accessible online, both digital and analog.

(7) Conrad may transfer the rights of use of the images to third parties fully or in part. As the holder of the non-exclusive rights of use, Conrad is also entitled to grant simple rights of use of the images to third parties. Together with the rights of use, Conrad may simultaneously grant and transfer the rights which Conrad has been granted within the framework of these General Terms and Conditions of Purchase.

(8) For items which are subject to serial number administration (e.g. PCs, monitors, measuring instruments, etc.), the serial numbers of the items in question are to be transmitted to Conrad in a fixed file format before the delivery in accordance with the Conditions of Serial Number Administration (SVB). The current version of the Conditions of Serial Number Administration in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingungen.html>.

F. Defects and liability

§ 23 Faulty deliveries

(1) The statutory provisions apply with regard to Conrad's rights in the case of material defects and defects of title concerning the goods (including incorrect and short delivery, and improper assembly, faulty assembly, and inadequate operation manual or operating instructions) and with regard to other breaches of obligation by the Supplier unless otherwise stipulated below.

(2) According to the statutory provisions, the Supplier is particularly liable for the goods being in the agreed condition on the passing of risk to Conrad. In all cases, those product descriptions which are the subject of the respective contract or which were included in the contract – particularly by designation or reference by Conrad – in the same way as in this contract are regarded as an agreement concerning the condition. It makes no difference here whether the product description comes from Conrad, the Supplier or the manufacturer.

(3) Deviating from section 442(1) sentence 2 of the German Civil Code (BGB), Conrad is also entitled to unlimited claims for defects if Conrad remained unaware of the defect when the contract was concluded as a result of gross negligence.

(4) The statutory provisions apply with regard to the commercial obligation to inspect for and give notification of defects (sections 377 and 381 of the German Commercial Code [HGB]) with the following stipulation: Conrad's obligation to inspect for defects is limited to defects that become evident through Conrad's external assessment during the goods inward inspection, including the documents (e.g. transport damage, incorrect or short delivery), or which are recognisable in the sampling procedure during Conrad's quality control. If taking delivery has been agreed, there is no obligation with regard to inspection. Apart from this, it depends on how far an inspection is feasible considering the circumstances of the particular case according to the ordinary course of business. Conrad's obligation to provide notification of defects discovered later remains unaffected. If the Supplier delivers the goods directly to a final purchaser at Conrad's behest, the Supplier is informed that the goods inspection cannot and should not take place on principle until the final purchaser has received them. In that case, the Parties agree that the delivery destination for the purposes of section 377 of the German Commercial Code (HGB) is the business location of the final purchaser or the delivery location specified by Conrad in the order. Without prejudice to Conrad's obligation to inspect for defects, a notification of

defects issued by Conrad is considered to be immediate and in time in all cases if it is sent out within five working days of Conrad discovering the defect or of the end customer of the product informing Conrad or, in the case of obvious defects, within five working days of the product being delivered.

(5) Deliveries for which Conrad has issued a notification of defects will be stored by Conrad at the Supplier's expense until the Supplier makes a decision. Any return deliveries to the Supplier will be charged for. Any costs accruing as a result will be passed on to the Supplier.

(6) The Supplier shall ensure the availability of spare parts for the duration of the statutory warranty period. Either the Supplier or one of its upstream suppliers and its subcontractors must provide the spare parts at a usual market price. The Supplier will make it possible for Conrad or one of Conrad's customers to source the required spare parts directly from the supplier or third party on request.

(7) Supplementary performance also includes the removal of the faulty goods and reassembly if the goods were installed in another object or attached to another object in accordance with their type and intended purpose; Conrad's statutory claim to compensation for corresponding expenses remains unaffected. The Supplier also bears the expenses required for the purposes of inspection and the supplementary performance if it turns out that there was not in fact any defect. Conrad's liability for compensation for damages in a case of unjustified remedy of defects remains unaffected; however, Conrad is only liable in this respect if Conrad had realised that there was no defect, or if Conrad did not realise this due to gross negligence.

(8) The following applies without prejudice to the statutory rights and the regulations in (6): If the Supplier does not meet its obligation to provide a supplementary performance – by removing the defect (rectification of the defect) or delivering an item free of defects (replacement delivery), according to Conrad's discretion – within the reasonable time period Conrad imposes, Conrad can remedy the defect itself and demand compensation from the Supplier for the expenses required to do this, or a corresponding advance payment. If the Supplier's supplementary performance has failed or is unacceptable to Conrad (e.g. due to particular urgency, risk to operational safety or threat of damage to a disproportionate extent), no deadline shall be required; Conrad will inform the Supplier of such circumstances immediately, and if possible, beforehand.

(9) Furthermore, in the case of material defects or defect of title Conrad is entitled to reduce the purchase price or to withdraw from the contract according to the statutory provisions. In addition, according to the statutory provisions Conrad is entitled to claim damages and reimbursement of expenses.

§ 24 Returning customer returns

Conrad is entitled to the full statutory warranty regarding the products delivered to Conrad and, in the case of customer returns, this authorises Conrad to perform reverse transactions by credit to the amount of the cost price according to the stipulations of the Conditions regarding Customer Returns (KRB). Agreements which deviate from this must be set down in writing as customer return agreements (KRV). The current version of the Conditions of Customer Returns in each case can be accessed at <https://www.conrad.de/de/partners/einkaufsbedingungen.html>.

§ 25 Recourse of suppliers

(1) In addition to unlimited claims for defects, Conrad is entitled to its claims to recourse stipulated by law within a supply chain (recourse of suppliers according to sections 445a, 445b and 478 of the German Civil Code [BGB]). Conrad is particularly entitled to demand from the Supplier exactly the type of supplementary

performance (rectification of defects or replacement delivery) which Conrad owes its customer in specific cases. This does not restrict Conrad's statutory right of discretion (section 439(1) BGB).

(2) Before Conrad acknowledges or satisfies a claim for defects asserted by its customer (including reimbursement of expenses according to sections 445a(1) and 439(2) and (3) BGB, Conrad will notify the Supplier and, after briefly presenting the facts and circumstances, request a written statement. If no substantiated statement is made within a suitable period and no mutual solution is brought about either, the claim for defects actually granted by Conrad is considered to be owed to its customer. In this case, the Supplier is obliged to provide evidence to the contrary.

(3) Conrad's claims arising from recourse of suppliers also apply if the defective goods have been processed further by Conrad or another entrepreneur, for instance by their installation in another product.

(4) The Supplier guarantees Conrad that it will comply fully with all statutory and regulatory requirements and obligations in its business field and ensures that no infringements will occur. If third parties should assert claims against Conrad as a dealer of the Supplier's goods as a result of such an infringement, the Supplier will release Conrad to the full extent from all damages, expenses and costs incurred to Conrad in connection with such a claim at Conrad's first request. Claims also include contractual penalties which Conrad has to pay to third parties due to a breach committed by the Supplier.

§ 26 Manufacturer's liability

(1) If the Supplier is responsible for damage to a product, it is to indemnify Conrad from third-party claims insofar as the cause lies within its area of control and organisation and it is liable to third parties itself.

(2) In the context of its indemnity obligation, the Supplier is to refund expenses according to sections 683 and 670 of the German Civil Code [BGB] which arise from or in connection with claims asserted by third parties, including product recalls carried out by Conrad. Conrad will inform the Supplier – as far as this is possible and reasonable – of the content and scope of product recall measures to be carried out and give it the opportunity to respond. Further statutory claims remain unaffected.

(3) The Supplier is to take out and maintain product liability insurance with a lump coverage amount of at least EUR 10 million per person/case of material damage.

(4) The Supplier is to inform Conrad in text form before delivery if there are changes to the condition of the product in the delivery.

§ 27 Marketability of the products; third-party proprietary rights

(1) The Supplier vouches for there being no infringement or compromise of statutory provisions or third-party rights, particularly industrial property rights, patents, trademark rights, utility patents, copyrights or selective conditions of marketing, etc., caused by the distribution and placing on the market of the delivery/service. The Supplier will notify Conrad immediately of any infringement to which an objection has been made.

(2) The Supplier will indemnify Conrad from all claims by third parties objecting to legal infringements of the kind mentioned in (1) at the first written request. Conrad is not entitled to make any arrangements with the third party or, in particular, to negotiate a settlement without the Supplier's consent.

(3) The Supplier's indemnity obligation particularly applies to all expenses that necessarily accrue to Conrad from or in connection with the claims by a third party. If Conrad considers itself to be facing an extended limitation period based on a contractual relationship with a third party, Conrad will inform the

Supplier of this as soon as it becomes relevant. The Supplier shall extend the indemnity obligation accordingly after the fact as far as the limitation period is appropriate and is compatible with the statutory regulations.

(4) Conrad is also entitled to indemnity according to (2) and (3) if claims are asserted against Conrad by third parties due to misleading advertising based on statements made by the Supplier with regard to the product(s).

(5) Should it not be possible for the Supplier to perform the service due to lack of marketability (e.g. infringement of third-party proprietary rights), it is to ensure that the marketability is restored (e.g. by granting the transferable rights of use after the fact). Should this not be possible personally or financially, it is to change the service accordingly, particularly so that no more third-party rights or statutory provisions are compromised, after consultation with Conrad and at no extra cost to Conrad. If Conrad has to bear a contractual penalty due to the lack of marketability, the Supplier will also release Conrad from payment of the entire amount.

(6) The Supplier grants Conrad all rights of use of the Supplier's copyrighted products or works which have arisen during execution of the contract. This right is irrevocable and exclusive, has no geographical restriction and is transferable to third parties as far as this is necessary in order to complete the contractual relationship with the third party. If it is a question of work results of third parties, the Supplier is obligated to be granted the right of use and its transferability with regard to the work results. The same applies to work results which are registered as patents.

(7) The Supplier is not permitted to use open source software for the purpose of completing the contract without Conrad's prior written consent. Open source software is software that is generally free of charge and can be openly sourced. If the Supplier nevertheless uses open source software without prior written consent, it will indemnify Conrad from all third-party claims at the first written request, no matter whether this is the author or other third parties. If claims may be enforced against the Supplier or against Conrad, the Supplier will inform Conrad immediately in writing.

G. Other agreements

§ 28 Returning customer returns

Conrad is entitled to the full statutory warranty regarding all products delivered to Conrad.

§ 29 Selling restrictions

Conrad sells the articles which the Supplier delivers to Conrad through all sales channels in Germany and abroad (B2C and B2B) in the regular course of business and in compliance with existing customs and export restrictions. Deviating conditions of marketing must be set down in writing.

§ 30 Equipment levy and billing

(1) In the case of levies concerning equipment or storage media in terms of section 54(1) of the German Copyright Act [UrhG], in the invoice the Supplier is obligated to account for both the amount of the respective equipment levy and the collecting society receiving the payment.

(2) In the case of the export of the products which Conrad has purchased from the Supplier, the Supplier assigns to Conrad all statutory and contractual refund claims against the collecting society authorised according to section 54h UrhG or any upstream suppliers due to the later abrogation of the obligation to pay remuneration according to section 54(2) UrhG. This also applies to refund claims which have already arisen. The Supplier is obligated to transfer all the information and documents required to enforce the refund claims.

(3) If the equipment levy amount is reduced retroactively, the Supplier is entitled to a refund from the authorised collecting society. If equipment which

the Supplier sold to Conrad is affected by the retroactive reduction, Conrad is entitled to the refund claims in this regard being assigned to Conrad. Accordingly, Conrad alone should be entitled to the sum arising from the retroactive reduction of the respective equipment levy. This also includes refund claims which have already arisen.

(4) If the Supplier has already received a refund from the collecting society for the difference according to (3), it will forward the difference received to Conrad immediately. Conrad is entitled to request information from the Supplier in this respect.

(5) The Supplier shall agree corresponding contractual regulations with upstream suppliers when purchasing equipment or storage media according to section 54(1) UrhG.

H. Final provisions

§ 31 Limitation period

(1) The reciprocal claims of the contractual parties expire according to the statutory provisions unless otherwise stipulated below.

(2) Deviating from section 438(1) no. 3 of the German Civil Code [BGB], the general limitation period for claims for defects is three years from the passing of risk. If taking delivery has been agreed, the limitation period commences upon the taking of delivery. The three-year limitation period also applies accordingly with regard to claims arising from defects of title, whereby the statutory limitation period for surrender in rem of third parties (section 438(1) no. 1 BGB) remains unaffected; furthermore, limitation periods for claims arising from defects of title do not expire at all as long as the third party can still assert its right against Conrad – particularly because of the lack of a limitation period.

(3) The limitation periods under the sale of goods law including the above extension apply – to the extent prescribed by law – to all claims for defects. To the extent that Conrad is also entitled to extracontractual damage claims as a result of a defect, the standard statutory limitation period (sections 195 and 199 BGB) applies here if the application of the limitation periods of the sale and goods law does not lead to a longer limitation period in individual cases.

(4) If Conrad considers itself to be facing a longer limitation period, Conrad can inform the Supplier of this as soon as it becomes relevant. The Supplier shall extend the limitation period in individual contracts accordingly after the fact as far as the extended limitation period is appropriate and is compatible with the statutory regulations.

§ 32 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany, applies with regard to these General Terms and Conditions of Purchase and the further contractual relationship between Conrad and the Supplier to the exclusion of international uniform law, and the CISG in particular.

(2) If the Supplier is a trader in terms of the German Commercial Code [HGB], a legal person under public law or a separate fund under public law, the exclusive – and also international – place of jurisdiction for all disputes arising from the contractual relationship is Conrad's registered office in Hirschau. This applies *mutatis mutandis* if the Supplier is an entrepreneur in terms of the German Civil Code [BGB]. However, Conrad is also entitled in all cases to take action at the place of performance of the delivery commitment according to this contract or an individual agreement which takes precedence, or at the Supplier's general place of jurisdiction. Statutory provisions which take precedence, particularly in the case of exclusive jurisdiction, remain unaffected.

§ 33 Partial nullity

(1) If a provision or part of a provision of these General Terms and Conditions of Purchase is or becomes ineffective, this will not affect the validity of

these General Terms and Conditions of Purchase in other respects.

(2) The Supplier and Conrad shall replace the ineffective regulations with those that correspond most to the agreements economically.