

of Conrad Electronic SE, Klaus-Conrad-Str. 1, 92242 Hirschau, Germany ("**Buyer**")

In the interest of easier readability, the simultaneous use of masculine, feminine or other gender forms has been avoided. All personal or possessive pronouns or other references apply to all genders.

1. Scope of application of these TCP

(1) These TCP shall only apply if the supplier ("**Supplier**"), in entering into the relevant legal transaction with the Buyer, acts in the exercise of the Supplier's commercial or independent professional activity or is a legal entity under public law or a special fund under public law.

(2) These TCP shall apply (subject to para. 1) to all purchase agreements between the Supplier as the seller and the Buyer as the buyer regarding movable objects, digital content or goods with digital elements ("**Goods**"), regardless of whether the Supplier itself manufactures or purchases the Goods ("**Purchase Agreements**" and each individually "**Purchase Agreement**"). These TCP shall also apply (subject to para. 1) to all future Purchase Agreements without requiring a renewed reference in the specific individual case.

(3) Terms and conditions of the Supplier or a Third Party (as defined in para. 5), regardless of whether they deviate from, conflict with or supplement these TCP ("**Other T&Cs**"), shall only become a part of the contract to the extent that the Buyer expressly consents to the application of such Other T&Cs in text form. Silence, the lack of objection while being aware of Other T&Cs and references to communications that contain or refer to Other T&Cs shall not constitute such express consent.

(4) References to applicable law are for clarification purposes only. Even without such a reference, applicable law shall apply to the fullest extent, unless (and then only to the extent as) modified or excluded in these TCP.

(5) "**Third Party**" within the meaning of these TCP means any person who is neither the Supplier nor the Buyer (the Supplier and the Buyer each individually "**Party**" and collectively "**Parties**"), regardless of whether such person is an affiliated entity of a Party.

2. Code of conduct, information

(1) The Supplier shall comply with the "Code of Conduct for Suppliers, Marketplace Sellers and Business Partners of the Conrad Group" in version 4.2 / 15 July 2024 (available at <https://www.conrad.de> and will be provided to the Supplier without undue delay upon request that can be made at any time (text form required)) ("**CoC-S**").

(2) The Supplier warrants that it has answered or will answer, as applicable, appropriate questions received from the Buyer regarding the Supplier's person or business (as part of a questionnaire, a self-assessment, or in any other manner) truthfully, completely and in a non-misleading manner to the best of the Supplier's knowledge and belief.

(3) The Supplier shall inform the Buyer without undue delay in text form with an appropriate explanation if the Supplier determines that a breach of the CoC-S has occurred or that an answer given to a question pursuant to para. 2 does not or no longer meet the requirements specified therein.

(4) The Supplier shall, upon first demand, without undue delay, free of charge and electronically provide to the Buyer all data, information, evidence,

certificates, declarations and documents required by the Buyer to comply with respect to the Goods with applicable statutory obligations in the Sales Territory (as defined in Sec. 8 para. 4) (including rights to information of customers of the Buyer or of other Third Parties and, in particular, pursuant to the EU Data Act, the EU Deforestation Regulation (EUDR), the CSRD or other supply chain- or product-related regulations). The Supplier shall ensure that, to the extent necessary, it agrees corresponding rights in favor of the Supplier with any upstream suppliers.

3. Confidentiality

(1) Each Party reserves all property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents provided to the other Party ("**Materials**").

(2) Materials, insights gained therefrom and all other information obtained directly or indirectly in connection with the initiation or performance of the contract ("**Other Information**") shall be used exclusively for the performance of the contractually agreed deliverables ("**Use Restriction**") and shall be kept confidential from Third Parties with at least the same degree of care as is applied with respect to the receiving Party's own confidential information ("**Confidentiality Obligation**"). Sec. 11 remains unaffected.

(3) The Use Restriction and the Confidentiality Obligation shall (subject to paras. 4 and 5) continue to apply without limitation after the termination of the contractual relationship.

(4) The Use Restriction and the Confidentiality Obligation shall not apply or no longer apply, as applicable, to the extent that Materials, insights gained therefrom and Other Information are already publicly known or become publicly known through no fault of the receiving Party, were already or become known to the receiving Party without a confidentiality obligation, were independently developed by the receiving Party without recourse to protected Materials, insights gained therefrom or Other Information or were or are released by the other Party in text form.

(5) The Confidentiality Obligation shall not apply to the extent that Materials, insights gained therefrom and Other Information must be disclosed according to applicable law or are requested by competent (quasi-)governmental institutions.

(6) Without consent in text form, the Supplier shall not be permitted to mention the Buyer in information and advertising brochures or as a reference.

4. Product discontinuations and changes

The Supplier shall inform the Buyer in text form regarding:

- the removal of products from the product range of the Supplier; and
- material changes to the nature, properties or functionality of any of the products offered without undue delay and with a lead time of at least two (2) weeks.

5. Delivery

(1) The Supplier shall inform the Buyer without undue delay in text form to the extent the Supplier will likely not meet the agreed delivery time (delivery date or period), for whatever reason. The provision of such information shall not affect the occurrence of default and the legal consequences resulting from default; both shall be governed by applicable law to the fullest extent.

(2) The Supplier shall deliver the Goods to the delivery address specified in the order, and to the extent no delivery address is specified, to:

Conrad Electronic SE, Supply Chain Management, Klaus-Conrad-Str. 2, 92530 Wernberg-Köblitz, Germany ("**Buyer Warehouse**" and the applicable address according to the foregoing (i.e., the delivery address specified in the order or the Buyer Warehouse) "**Place of Delivery**"). The Place of Delivery is the place of performance for the delivery and for any supplementary performance regarding defective Goods, whether by rectification of the defect or replacement delivery of defect-free Goods (obligation to be performed at the creditor's place of business).

(3) DAP (Delivered at Place) Incoterms 2020 shall apply in relation to the Place of Delivery; the risk shall pass to the Buyer upon the handover of the Goods to the Buyer or a Third Party designated by the Buyer (the start of the unloading process is decisive).

(4) The two preceding paragraphs shall not affect the possibility that the Parties agree on a shipping cost flat fee to be paid by the Buyer to the Supplier in addition to the purchase price.

(5) The Supplier shall notify the Buyer and any differing recipient of the Goods of all shipping data, including the tracking number (tracking ID) and the associated tracking URL, without undue delay after the handover of the Goods to the carrier, and to the extent technically possible, electronically.

(6) A delivery note shall be enclosed with the delivery, stating the following:

- Date;
- Buyer order identification (date of the order of the Buyer and the order number used by the Buyer);
- article number(s) assigned to the Goods by the Buyer and the number of units of the respective article delivered;
- the serial number assigned to the respective unit by the manufacturer (individual product identification number) and, where applicable, the IMEI number; and
- if the delivery is a partial or remaining delivery, a corresponding identification.

(7) Without undue delay after the handover of the Goods to the carrier, a shipping notice with the information specified in para. 6 shall be sent to the Buyer by electronic data transmission. Should this not be possible in individual cases, the shipping notice shall be sent by e-mail to avis@conrad.de.

(8) The Supplier shall hand over the Goods with proper freight and accompanying documents.

6. Packaging

(1) The Goods shall be protected by suitable packaging in which the Goods can be sent on by mail or carrier and through which adequate product protection (including against pressure, falling and hits) is ensured.

(2) Transport and stacking instructions shall be placed clearly visible on the packaging.

(3) The delivery of electrostatically sensitive devices (ESD) shall be carried out as follows:

- Packaging quality: Only packaging materials with a shielding effect are permitted: Shielding packaging marked with the classification symbol S (e.g., shielding bags, ESD cardboard) or multilayer packaging (CDM protection): a combination of dissipative inner packaging (protection category D, e.g., pink) and conductive outer packaging (protection category C, e.g., black); and
- Labeling obligation: All packaging units (individual and outer packaging) shall be clearly visibly

marked with the standardized ESD warning symbol in accordance with DIN EN 61340-5-1.

(4) Dangerous goods shall be clearly marked and packaged in such a way that a safe logistics process is possible.

7. Transfer of title

(1) To the extent that the Supplier makes the transfer of title to the Goods to the Buyer subject to the condition precedent of payment of the purchase price, the following shall apply:

a. the Buyer acquires title to the Goods at the latest upon payment of the purchase price for the relevant Goods; and

b. the Buyer is authorized, already prior to payment of the purchase price, to mix, blend and combine the Goods with other items and to resell the Goods in the ordinary course of business under anticipatory assignment of the resulting claim to the Supplier for security purposes. However, the assignment shall only apply in the amount of the sum corresponding to the purchase price to be paid to the Supplier for the relevant Goods; if, in the case of resale, the Supplier only has co-ownership, the assignment shall only apply in the amount of the sum corresponding to the value of the co-ownership share of the Supplier.

(2) Any further conditions of the Supplier for the transfer of title to the Goods to the Buyer other than the payment of the purchase price for the respective Goods are impermissible and are rejected.

(3) To the extent that the Supplier delivers the Goods to a Third Party at the instruction of the Buyer, the Buyer acquires title to the Goods upon the acquisition of possession of the Goods by the Third Party and immediately transfers title further to the Third Party.

8. Export control

(1) The Supplier shall inform the Buyer without undue delay in text form of any licensing requirements or restrictions applicable to the Goods regarding a (re-)export to the following countries (each country considered individually): the country in which the Place of Delivery is located and all countries of the Sales Territory (as defined in para. 4); this includes applicable licensing requirements and restrictions, inter alia, under EU and US law as well as under the law of the country of origin of the Goods.

(2) For Goods whose (re-)export is subject to licensing requirements according to para. 1, the following information shall be sent to the e-mail address exportkontrolle@conrad.de without undue delay:

a. article number(s) assigned to the Goods by the Buyer;

b. customary commercial description of the Goods;

c. all relevant export list numbers, in particular European Dual Use numbers and Export Control Classification Number according to the US Commerce Control List (ECCN);

d. origin of the Goods (country of origin);

e. customs tariff number;

f. statistical commodity code (HS Code); and

g. contact person at the Supplier to clarify any queries.

(3) The Supplier shall inform the Buyer without undue delay in text form of any changes in licensing requirements or restrictions covered by para. 1.

(4) The "Sales Territory" includes the country in which the Place of Delivery is located, the EEA (European Economic Area), Switzerland and the United

Kingdom, as well as all other countries that may be specified as a sales territory in the order.

9. Invoice, cash discount

(1) Delivery notes and invoices shall correspond in form and content. Invoices shall be created separately according to the order number used by the Buyer. In addition to the information required by applicable law, in particular to enable the Buyer to claim input tax under VAT law, the invoice shall contain:

a. the information specified in Sec. 5 para. 6;

b. the supplier number assigned by the Buyer; and

c. the mode of shipment.

(2) The purchase price and any agreed shipping cost flat fee to be paid in addition thereto shall become due for payment on the thirtieth (30th) calendar day after the first day on which the following two requirements are met: complete delivery and receipt of a proper invoice by the Buyer (this first day being the "Commencement of the Payment Period").

(3) The Supplier grants a three (3) % cash discount for payment no later than on the fourteenth (14th) calendar day after the Commencement of the Payment Period.

(4) If the complete delivery is performed before the agreed delivery time, the Commencement of the Payment Period shall be at the earliest the day of the agreed delivery time.

(5) If the delivery note (Sec. 5 para. 6) or the invoice is missing or incomplete, the Buyer shall not be responsible for any resulting delays in processing and payment.

10. Set-off, retention

Each Party shall be entitled to invoke rights of set-off and retention, as well as the defense of non-performance of the contract by the other Party, to the fullest extent permitted by applicable law.

11. Right to use information

(1) The Supplier hereby grants the Buyer a non-exclusive, royalty-free, unconditional, irrevocable right of use, limited geographically to the Sales Territory (as defined in Sec. 8 para. 4) and unlimited in time, in relation to all documents and information accompanying the Goods as provided (regardless of whether these documents and information are provided according to a legal obligation or not) for the purpose of distributing the Goods to Third Parties (including to downstream resellers) in accordance with the following paragraphs of this Sec. 11; the Buyer hereby accepts such use right grant.

(2) Such right of use includes all media, distribution channels (including online marketplaces, regardless of whether operated by the Buyer or a Third Party) and types of use (in particular reproduction, distribution, exhibition, performance, public communication and storage in databases (in each case including by visual and audio media, analog and digital as well as online)), each as currently known and becoming known in the future, and the right to modify the documents and information as well as the media, distribution channels and types of use and to translate any and all of the foregoing. Information on the creator or author shall be provided in the metadata. Exclusively within the framework and for the purposes of this Sec. 11, "Goods" also includes units of the same article that the Buyer did not obtain from the Supplier.

(3) The Buyer is entitled to transfer the right of use in whole or in part to Third Parties or to grant them a right of use to the same extent as is granted to the

Buyer by this Sec. 11 (the own right of use of the Buyer shall not be affected by such a grant).

12. Warranty, claims for defects, supply chain recourse, liability of the Supplier

(1) The Supplier warrants that:

a. all requirements under applicable law are met (also regarding packaging and transport) so that the Goods may be imported into the country in which the Place of Delivery is located (to the extent such an import occurs under the Purchase Agreement) and may be distributed within the Sales Territory (as defined in Sec. 8 para. 4); this includes legally required markings of the Goods and documents and information accompanying the Goods, whereby such documents and information are owed in the following languages: German, English, French and Spanish, as well as any other languages that may be specified in the order in this regard;

b. the Goods and the distribution of the Goods in the Sales Territory (as defined in Sec. 8 para. 4), to the extent the distribution occurs using the documents and information accompanying the Goods provided by the Supplier to the Buyer (regardless of whether these documents and information are provided according to a legal obligation or not), do not infringe any Third Party rights existing at the time of the conclusion of the Purchase Agreement. The Supplier declares that it has, to such extent, professionally examined, or had examined, the intellectual property rights situation and that no third-party rights were found to be infringed by the Goods. Rights that are registered only later but were applied for registration at the time of the conclusion of the Purchase Agreement shall be deemed to exist at the time of the conclusion of the Purchase Agreement if the application had already been published at the time of the conclusion of the Purchase Agreement;

c. the Supplier complies with all requirements under applicable law concerning the Supplier (rather than the Goods) so that the Goods may be imported into the country in which the Place of Delivery is located (to the extent such an import occurs under the Purchase Agreement) and may be distributed within the Sales Territory (as defined in Sec. 8 para. 4); and

d. the Supplier provides the Buyer with the right of use according to Sec. 11.

The warranty according to sentence 1 does not constitute a guarantee in the sense of a strict liability of the Supplier regardless of fault.

(2) The Supplier shall inform the Buyer without undue delay in text form if:

a. a warranty according to para. 1 sentence 1 is or could be breached;

b. the Buyer requests further details or evidence regarding compliance with the warranty according to para. 1 sentence 1; or

c. the Supplier becomes aware of any circumstances of any kind that impair or could impair the safety or marketability of the Goods (including corresponding regulatory investigations, measures, or sanctions).

(3) Regarding warranty, rights of the Buyer (and liability of the Supplier) with respect to defects in the Goods and other breaches of duty by the Supplier, as well as recourse in the supply chain, applicable law shall not be affected by this Sec. 12 and shall apply to the fullest extent.

13. Notice of defects

(1) Any duties of the Buyer to notify the Supplier of defects in the Goods or other breaches of duty by the Supplier within certain periods in order for the Buyer to preserve its rights with respect thereto shall be governed by applicable law to the extent that the same sets forth any such duties. To the extent that the Supplier delivers the Goods to a Third Party at the instruction of the Buyer, this fact shall be appropriately taken into account when determining the period relevant for the respective notice by the Buyer to the Supplier; in particular, the period shall only commence upon the Buyer, in turn, having received a corresponding notice from the Third Party.

(2) The Supplier shall inspect returned Goods without undue delay upon receipt for identity, completeness and any potential damage. The Supplier shall notify the Buyer in text form ("**Notice**") of any discrepancies or defects in the return shipment no later than on the fourteenth (14th) calendar day after the day on which the returned Goods are received ("**Notice Period**"). If the Buyer does not receive a Notice within the Notice Period, it shall be presumed that the return was made properly, in particular completely, and in accordance with any information provided regarding the return (in the delivery note, shipping notification or otherwise in text form). Provided the return shipment is not made based on an alleged defect of the Goods delivered by the Supplier and the Buyer does not receive a Notice within the Notice Period, it shall be further presumed that the return shipment was made without damage and without deterioration due to improper use of the returned Goods; this shall apply in particular to a return shipment in accordance with any right of withdrawal or return contractually granted to the Buyer by the Supplier. To the extent that something is presumed according to the preceding sentences of this paragraph, the Supplier remains free to refute the presumption by proving the contrary.

14. Liability insurance

(1) The Supplier shall maintain, at its expense, business and product liability insurance for the duration of the delivery relationship as well as for a period of further three (3) years after the last delivery. Such insurance shall apply to the Sales Territory (as defined in Sec. 8 para. 4).

(2) The insurance shall have at least the following coverage amounts per damaging event and be maximized at least twice per insurance year:

- a. EUR 10 million flat for personal injury and property damage;
- b. EUR 5 million for pure financial loss; and
- c. EUR 5 million for removal and installation costs as well as recall costs (extended product liability insurance).

(3) The Supplier shall prove the conclusion and continued existence of the insurance coverage upon first request by presenting a current insurance confirmation (certificate from the insurer, not older than three (3) months). The Supplier shall inform the Buyer without undue delay in text form of any material change in the insurance coverage.

(4) This Sec. 14 does in no way limit any claims for damages that the Buyer may have, including where the same may exceed the insurance coverage.

15. Limitation period

The claims of either Party shall be subject to the limitation periods under applicable law.

16. Copyright levies

(1) This Sec. 16 shall only apply to the extent that the Goods are devices or storage media with which copyrighted works can be reproduced and which in that regard are subject to a compensation obligation in the form of a flat fee levy to a collecting society (so-called device levy or copyright levy) ("**Copyright Levy**").

(2) The Supplier warrants that all Copyright Levies applicable to the Goods have been reported and paid to the relevant collecting society when ownership of the Goods passes to the Buyer.

(3) The Supplier shall state both the amount of the relevant Copyright Levy and the relevant collecting society in the invoice.

(4) Under the condition precedent of the export of the Goods by the Buyer out of the territorial scope of application of the law on the basis of which the Copyright Levy was collected, the Supplier hereby assigns to the Buyer all claims (whether under applicable law or contractual) for reimbursement against the collecting society or any upstream suppliers resulting from the export-related cessation of the compensation obligation; the Buyer hereby accepts this assignment. The Supplier shall repeat the foregoing assignment without undue delay in any form requested by the Buyer at the Buyer's expense.

(5) To the extent that the Supplier acquires a claim (whether under applicable law or contractual) for reimbursement against the collecting society or any upstream suppliers in relation to the Goods because of a retroactive reduction in the amount of the relevant Copyright Levy, the Supplier hereby assigns all such claims for reimbursement to the Buyer; the Buyer hereby accepts this assignment. The Supplier shall repeat the foregoing assignment without undue delay in any form requested by the Buyer at the Buyer's expense.

(6) To the extent that the Supplier receives payment on reimbursement claims assigned to the Buyer according to this Sec. 16, the Supplier shall inform the Buyer without undue delay in text form with an appropriate explanation and shall without undue delay forward the amount to the Buyer. The Buyer is entitled to request information from the Supplier as to whether and to what extent the Supplier has received any payments on reimbursement claims assigned to the Buyer according to this Sec. 16.

(7) In the event that the Goods are obtained from upstream suppliers, the Supplier shall agree with such upstream suppliers on regulations corresponding to this Sec. 16.

17. Headings

Headings contained in these TCP are merely for convenience and irrelevant for the interpretation of the TCP.

18. Choice of law, place of jurisdiction

(1) The Purchase Agreement (including its preceding negotiations) and these TCP shall be exclusively governed by, and construed in accordance with, the substantive law of the country in which the Buyer has its seat. The conflict-of-law rules of that country and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(2) The exclusive – including international – place of jurisdiction for all disputes arising out of or in connection with the Purchase Agreement or these TCP, including regarding their respective validity and quasi-contractual or non-contractual claims, shall be –

subject to the two following sentences – the seat of the Buyer. The Buyer is entitled to bring an action at the general place of jurisdiction of the Supplier. Conflicting mandatory law, in particular with respect to exclusive places of jurisdiction (if any), shall remain unaffected.

19. Severability

(1) Should any existing or future provision of the Purchase Agreement, in whole or in part, violate mandatory law or be or become invalid for any other reason, the validity of the remainder of the Purchase Agreement shall remain unaffected. The preceding sentence shall apply accordingly to these TCP.

(2) Should the Purchase Agreement in its existing or future version contain any gaps (including as a result of the invalidity of any provisions contained in the Purchase Agreement), those legally valid provisions shall be deemed agreed to fill such gaps which the Parties would have agreed upon according to the economic objectives and the purpose of the Purchase Agreement had the Parties been aware of the gap. The preceding sentence shall apply accordingly to these TCP.