

# General Terms and Conditions of Supply and Delivery for Business Transactions with Enterprises or Entrepreneurs

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## Section 1 Scope of application

(1) All supplies, deliveries and services rendered, and all price quotations made by Conrad Electronic SE, Klaus-Conrad-Str. 1, 92240 Hirschau, Germany (hereinafter referred to as the "Vendor") shall be governed exclusively by the following General Terms and Conditions of Supply and Delivery. These are an integral element of all contracts made by and between the Vendor and its contracting partners (hereinafter also referred to as "Purchasers") for any supplies and deliveries or services offered by the Vendor. They shall also apply to all future deliveries, services or price quotations made to the Purchaser, even if they are not the subject of a further separate agreement.

(2) The commercial terms and conditions of our Purchaser or of third parties shall not apply, even if the Vendor does not specifically object to their validity in the individual case. Even if the Vendor makes reference to any communication containing or referring to terms and conditions of the Purchaser or of any third party, this shall not constitute any consent to the validity of such terms and conditions.

## Section 2 Price quotation and contract conclusion

(1) All price quotations made by the Vendor will be subject to change without notice and non-binding unless they are explicit marked as binding or contain a definite term of acceptance. Vendor shall have fourteen (14) days from the date of receipt to accept a purchase order or commission.

(2) The privity of contract between the Vendor and the Purchaser shall be governed solely by the purchase contract made in writing, including these General Terms and Conditions of Supply and Delivery. It shall be deemed to fully reflect all agreements made by and between the contracting parties in reference to the subject matter of the contract. Any verbal undertakings made by the Vendor prior to the conclusion of this contract shall not be deemed legally binding, and any verbal agreements made by and between the contracting parties shall be superseded by the written contract, unless they expressly state in each case that they are to remain in full force and effect.

(3) Any amendments to or changes of the agreements made, including the present General Terms and Conditions of Supply and Delivery, must be made in writing to be effective. None of the Vendor's employees other than its managing directors or authorised officers shall be entitled to make any verbal agreements deviating from the written agreement. Confirmation by telecommunication, notably by facsimile or e-mail, shall be deemed sufficient for compliance with the written form requirement, provided that a copy of the signed declaration is also transmitted.

(4) Any information provided by the Vendor in reference to the delivery item or service (e.g., weights, dimensions, utility values, payloads, tolerances, and technical data) as well as our representations thereof (e.g., drawings and illustrations) are only approximations unless the item's or service's use for the purposes stipulated by the contract require precise conformity. Such statements do not constitute guaranteed quality features or promised

attributes but are merely descriptions or qualifications of the delivery or service.

Deviations which are customary in the trade and deviations required by law or constituting technical improvements as well as the replacement of components by equivalent components are permissible as long as they do not impair the usability of the contractually intended purpose.

(5) The Vendor reserves the right of ownership or the copyright of all price quotations and cost estimates submitted by it, as well as to any drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Purchaser. The Purchaser may not, without the Vendor's express consent, make these objects (per se or their contents) available to third parties or disclose or reproduce them in any form. The Purchaser shall at the Vendor's request return these items in full to the Vendor and destroy any copies made if they are no longer needed by the Purchaser in the ordinary course of business or if negotiations have not lead to the conclusion of a contract. Exceptions will be made for the storage of data provided in electronic form, for customary data backup purposes.

## Section 3 Prices and payment

(1) The prices quoted shall be valid for the scope of services and deliveries defined in the associated order confirmations. Additional or special services will be charged separately. The prices are quoted in EUR, ex works, plus packaging, statutory value-added tax, customs duties for export deliveries, as well as any other applicable fees and other public charges.

(2) Where the agreed prices are based upon the Vendor's catalogue prices and delivery is scheduled to take place four (4) months or more after conclusion of the contract, the Vendor's list prices valid at the time of delivery shall apply (in each case less an agreed percentage discount or fixed discount).

(3) Invoiced amounts shall be due for payment within thirty (30) days, without any deductions, unless otherwise agreed in writing. The relevant date of payment shall be the date the payment is credited to the Vendor's account. Payment by cheque shall be excluded unless agreed separately in the individual case. If the Purchaser fails to make a payment when due, the outstanding amounts shall bear interest at 5% p.a. from the due date; the Vendor's right to apply higher interest rates and to claim additional damages in the event of default shall remain unaffected.

(4) Offsetting against the Purchaser's counterclaims or the withholding of payments based on to such claims is only permissible if the counterclaims are undisputed or have been legally established or result from the same order under which the relevant delivery was made.

(5) The Vendor shall be entitled to make outstanding deliveries or render outstanding services only against advance payment or security deposit if, after conclusion of the contract, the Vendor becomes aware of circumstances likely to substantially reduce the Purchaser's credit rating

and hence jeopardize payment of the Vendor's outstanding demands from the relevant contractual relations (including those from other individual orders to which the same framework agreement applies).

#### **Section 4 Delivery and delivery time**

(1) Deliveries are made at the prices and the associated shipping conditions for the delivery and shipping methods requested by the Purchaser, which can currently be viewed at

<https://www.conrad.de/de/service/lieferung-und-abholung/lieferarten.html>. These are subject to change. In the case of bulky items, which are individually identified accordingly, the seller also calculates a bulky goods surcharge shown on the product.

(2) Any deadlines and dates for deliveries and services promised by the Vendors shall always be considered approximations only unless a fixed deadline or a fixed date is expressly promised or agreed. If shipping was agreed, the delivery dates and deadlines shall refer to the time of transfer to the forwarder, carrier, or other third party assigned to transport the goods.

(3) Notwithstanding its rights arising from any default on the Purchaser's part, the Vendor may demand the extension of delivery and performance deadlines or the postponement of delivery and performance dates by the length of time during which the Purchaser failed to meet its contractual obligations to the Vendor.

(4) The Vendor is not liable for impossibility of delivery or for delays in delivery to the extent these were caused by force majeure or other events which were not foreseeable at the time of contract conclusion (e.g., in procuring necessary official approvals, official measures or non-delivery or incorrect or late delivery by suppliers), for which the Vendor is not responsible, operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, workforce, energy or raw materials shortages, difficulties in procuring necessary official approvals, official measures, or non-delivery or incorrect or late delivery by suppliers) which are beyond the Vendor's reasonable control. Should such events essentially hamper or in fact prevent the Vendor from performing its contractual duty, the obstacle being more than a temporary one, then the Vendor shall be entitled to withdraw from the contract. In case of obstacles of a temporary duration, the terms for supplies or services will be extended or the delivery and completion deadlines will be postponed by the length of time of the obstruction, plus a reasonable ramp-up time. If, as a result of the delay, the Purchaser cannot reasonably be expected to accept the goods or services, it may withdraw from the contract by making an immediate written declaration to the Vendor.

(5) Vendor shall only be allowed to make partial deliveries if:

- The Purchaser can use the partial delivery as part of the contractually intended purpose,
- Delivery of the remaining goods as ordered is assured, and
- This does not result in significant additional work or additional costs for the Purchaser (unless the Vendor agrees to bear these costs).

(6) If the Vendor falls behind with a delivery or service or if a delivery or service becomes impossible for it, for whatever reason, the Vendor's liability for damages shall be limited to compensation in accordance with Section 8 of

these General Terms and Conditions of Supply and Delivery.

#### **Section 5 Place of performance, dispatch, packaging, passing of risk, acceptance**

(1) The place of performance for all obligations arising from the contractual relationship shall be the Vendor's registered office or the place of dispatch of the first shipper acting on behalf of the Seller, unless otherwise specified. If the Vendor is also responsible for installing the goods, the place of performance shall be the place where the goods are to be installed.

(2) The mode of dispatch and the packaging are up to the Vendor's reasonable discretion.

(3) The risk shall pass to the Purchaser at the latest on handover the delivery item (the start of loading being the determining factor) to the haulier, or freight forwarder, or other third party commissioned with delivering the goods. This shall also apply if partial deliveries are made or if the Vendor has undertaken to provide other services as well (e.g., dispatch or installation). If the dispatch or handover is delayed due to a circumstance for which the Purchaser is responsible, the risk shall pass to the Purchaser on the date the delivery item is ready for dispatch, provided the Vendor has notified the Purchaser of this circumstance.

(4) Any storage costs incurred after the passing of risk shall be borne by the Purchaser. If the Vendor renders the storage services, storage costs of (0.25%) of the invoiced amount will be charged for the delivery items in store per full week of storage. The right to claim additional storage costs or request proof of lower storage costs is reserved.

(5) The Vendor will not insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks except at the Purchaser's express request and at the Purchaser's expense.

(6) If the parties have agreed on an acceptance to be performed, the purchased item shall be deemed legally accepted:

- On completion of the delivery and, if the Vendor is also responsible for installation, on completion of installation.
- If the Vendor has advised the Purchaser of that fact under the provisions of notional acceptance as per Section 5 (6) and has called upon the Purchaser to accept,
- If twelve (12) working days have elapsed since the delivery or installation or if the Purchaser has started using the purchased item (e.g. if the equipment supplied has been put into operation) and in such cases, if six (6) working days have elapsed since the delivery or installation, and
- if the Purchaser has failed to declare formal acceptance within the above period for any reason other than having advised the Vendor of a defect that prevents the Purchaser from making use of the purchased item or presents a significant hindrance to its usage.

#### **Section 6 Warranty, material defects**

(1) The warranty period shall be one (1) year from the date of delivery or, if acceptance was agreed, from the date of acceptance. Said warranty period shall not apply to any of Purchaser's claims for damages arising from injury to life, limb or health or from any intentional or grossly negligent breaches of duty on the part of the Vendor or its vicarious agents, which shall become statute-barred in accordance with the statutory provisions.

(2) The delivered items shall be carefully examined

immediately on delivery to the Purchaser or to the third party designated by the Purchaser. With regard to obvious defects or other defects that would have been identifiable during an immediate, careful inspection, they shall be deemed approved by the Purchaser if the Vendor does not receive a written notice of defects within seven (7) working days from the date of delivery. With regard to other defects, the delivery items shall be deemed approved by the Purchaser if no notice of defects is received by the Vendor within seven (7) working days from the date the defect became apparent; if the defect was already obvious at an earlier date during normal use, however, such earlier date shall count as the starting point of the notice period. The Purchaser must document the receipt of goods, the execution of the incoming goods inspection and its exact times. The documentation shall be handed over to the vendor upon request in order to enable him to prove compliance with his own obligation to notify defects to his third party supplier. At the Vendor's request, a contested delivery item shall be returned to the Vendor carriage paid. If the notice of defects is justified, the Vendor will reimburse the costs of the cheapest route of dispatch; this shall not apply if the expenses increase because the delivery item is located at a place other than the place of intended use.

(3) In the event of material defects to delivered goods, the Vendor may at its own discretion and within a reasonable period, be obliged and entitled to either rework the delivered goods or to make a delivery of replacement goods. In the event of failure, i.e., in case of impossibility, unreasonableness, refusal, or unreasonable delay of the repair or replacement delivery, the Purchaser shall be entitled to withdraw from the contract or to reduce the purchase price accordingly.

(4) If the Vendor is to blame for a defect, the Purchaser may demand compensation under the conditions stipulated in Section 8.

(5) In case of defects in components sourced from third-party manufacturers which the Vendor is unable to remedy due to licencing or actual reasons, the Vendor will, at its discretion, either assert its warranty claims against the manufacturer and suppliers for the Purchaser's account or assign these claims to the Purchaser. In case of defects of this nature, subject to the other requirements being satisfied and subject to these General Terms and Conditions of Supply and Delivery, warranty claims against the Purchaser shall not arise until the judicial enforcement of such claims against such manufacturer and its supplier(s) has failed or has no prospect of success, e.g. due to reasons of insolvency. While such litigation is pending, the running of the statute of limitations in respect of the Purchaser's subject warranty claims against the Vendor shall be suspended.

(6) The warranty shall lapse if the Purchaser alters the delivered item or allows a third party to alter the delivered item without the Vendor's prior consent of and if such alteration of the delivered item makes the elimination of defects impossible or unreasonably difficult. In any case, the Purchaser shall bear the additional cost incurred for remedying the defects caused by any such alteration.

(7) If the delivery of used objects was agreed with the Purchaser in an individual case, such delivery shall be made to the exclusion of any warranty for material defects.

### **Section 7 Industrial property rights**

(1) In accordance with the provisions of this Section 7, the

Vendor warrants and represents that the delivery item is unencumbered by industrial property rights or third-party copyrights. Each contracting party agrees to immediately notify the other contracting party in writing in the event

of claims being asserted against it for the infringement of such rights.

(2) In the event that the delivery item violates a third-party industrial property right or copyright, the Vendor will, at its discretion and at expense, either modify or replace the delivery item in such a way as to rule out further infringements of third-party rights while ensuring that the delivery item continues to fulfil the contractually agreed functions, or obtain usage rights for the Purchaser by concluding a licence contract. If the Vendor fails to achieve this within a reasonable period of time, the Purchaser shall be entitled to withdraw from the contract or to reduce the purchase price accordingly. Any claims of the Purchaser to compensation for damages shall be subject to the restrictions set out in § 8 of these General Terms and Conditions of Supply and Delivery.

(3) In case of rights being violated by other manufacturers' products delivered by the Vendor, the Vendor will, at its discretion, either assert its claims against such manufacturers and pre-suppliers for the Vendor's account or assign these claims to the Purchaser. In these cases, claims against the Vendor in accordance with the provisions of this § 7 will be accepted only if the judicial enforcement of such claims against such manufacturers and their pre-supplier(s) has failed or has no prospect of success, e.g. due to reasons of insolvency.

### **§ 8 Liability for compensations caused by fault**

(1) The Vendor's liability for damages, regardless of the legal grounds but in particular due to impossibility, delay, defective or incorrect delivery, contractual infringement, infringement of duties during contract negotiation and action in tort shall, in so far as there is a question of blame in each case, be limited in accordance with the provisions of this Section 8.

(2) The Vendor is not liable in case of simple negligence of its executive bodies, legal representatives, employees or other vicarious agents if such negligence does not constitute a violation of essential contractual obligations. Cardinal contractual obligations include the obligation to make punctual, defect-free deliveries and installations of the delivery items, to ensure the delivery items' freedom from defects of title and such material defects as may impair their functionality or usability to a significant degree, to provide advisory, protective, custodial and duty of care obligations enabling the Purchaser to use the delivery items in accordance with the contract or to protect the life and limb of the Purchaser's employees or of third parties, or to protect the Purchaser's property against significant damage.

(3) Insofar as the Vendor is liable for damages on the merits pursuant to Section 8 (2), this liability shall be limited to damages which the Vendor foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which the Vendor should have foreseen if it had exercised due care. In addition, indirect damage and consequential damage resulting from defects in the delivery item shall only be eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, the Vendor's obligation to pay compensation for property

damage and ensuing further financial losses shall be limited to 10,000 Euros per damaging event, even in cases involving the violation of cardinal contractual duties.

(5) The foregoing exclusions and limitations of liability shall apply to the same extent in favour of the Vendor's executive bodies, legal representatives, employees, and other vicarious agents.

(6) Where the Vendor furnishes technical information or acts in an advisory capacity and where these activities do not fall within its contractually agreed scope of performances, it shall do so free of charge and to the exclusion of any liability.

(7) The limitations set out under this Section 8 not apply to the Vendor's liability in respect of wilful behaviour, guaranteed characteristic features, injury to life, limb or health, or the provisions set out under the German Product Liability Act.

### **Section 9 Retention of ownership title**

(1) Vendor will retain the title to the goods sold until full and complete payment of all current and future trade receivables arising from the purchase contract or any ongoing business relationship (collateralized receivables).

(2) The goods subject to retention of ownership title may neither be pledged to third parties nor assigned as collateral before full payment of the collateralized receivables. The Purchaser shall immediately notify the Vendor in writing if an application to commence insolvency proceedings is filed or if the goods belonging to the Vendor are made accessible to third parties (e.g., seizures).

(3) If the Purchaser acts in breach of contract, in particular in the event of non-payment of the purchase price when due, the Vendor will be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods based on the retention of ownership title. Any demand for the return of goods shall not be deemed to include a simultaneous declaration of withdrawal; on the contrary, the Vendor may demand only the return of the goods and reserve the right to withdraw from the contract. If the Purchaser fails to pay the purchase price when due, the Vendor may only assert these rights after having set a reasonable grace period for the Purchaser to pay, and such deadline having elapsed without payment being made, or where the setting of any such grace period is not required by law.

(4) Until revocation in accordance with (b) below, the Purchaser may sell and/or process the goods subject to retention of title in the ordinary course of business. In this case the following provisions shall apply additionally.

(a) The customer hereby assigns to the Vendor, as collateral, all receivables due from third parties and arising

from the resale of the goods. The Vendor hereby accepts the assignment. The Purchaser's duties set out in Para. 2 hereof shall also apply in consideration of the assigned receivables.

(b) The Purchaser, in addition to the Vendor, shall remain entitled to collect the receivables. The Vendor will refrain from collecting the account receivable long as the Purchaser fulfils its payment obligations towards the Vendor, is not lacking in

Financial and/or performance capacity, and does not enforce the retention of ownership title by exercising a right according to Para. 3. Where this is the case, however, Vendor may require the Purchaser to disclose the assigned receivables and the respective debtors, to provide all information necessary for the collection thereof, to hands over the relevant documents, and inform the debtors (third parties) of the assignment. In such a case, the Vendor is further entitled to revoke the Purchaser's right to resell and further process the goods subject to retention of ownership title.

(c) Should the realisable value of the collaterals provided exceed the Vendor's receivables by more than 10%, the Vendor will, upon the Purchaser's request, release collaterals at its own discretion.

### **Section 10 Final provisions**

(1) If the customer is a merchant, body corporate organised under public law or a special fund under public law or has no general legal venue in the Federal Republic of Germany, the place of venue for any and all disputes arising from the business relationship between the Vendor and the Purchaser shall, at the Vendor's choice, be either Nuremberg or the Purchaser's registered office. In these cases, however, Nuremberg shall be the exclusive place of venue for any legal actions brought against the Vendor. Peremptory legal provisions concerning the exclusive place of jurisdiction for disputes shall remain unaffected by this provision.

(2) The relations between the Vendor and the Purchaser shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (CISG) shall not apply.

(3) Should the contract or these General Terms and Conditions of Supply contain any loopholes, such loopholes shall be deemed filled with such legally effective provisions as the contracting parties would have agreed to according to the commercial aims of the contract and the purpose of these General Terms and Conditions of Supply, had they been aware of the loophole.