

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

**Version dated 20 November 2023**

### **§ 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 "Seller") are 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 Seller and its contracting partners (hereinafter also referred to as "Purchasers") for any supplies and deliveries or services offered by the Seller. They 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) If the Purchaser also wants to utilise one of the services offered by the Seller as well as ordering articles, the Special Terms and Conditions of the respective service apply in this case. These Conditions are listed under the respective service and apply in addition to the following Conditions if the service is utilised. If these General Terms and Conditions and the Special Terms and Conditions of the individual services clash, the latter always take priority.

(3) The Terms and Conditions of the Purchaser or third parties do not apply, even if the Seller does not specifically object to their validity in the individual case. Even if the Seller makes reference to any communication containing or referring to Terms and Conditions of the Purchaser or a third party, this does not constitute consent to the validity of such terms and conditions.

### **§ 2 Price quotation and contract conclusion**

(1) All of the Seller's price quotations are non-binding and subject to change unless they are expressly marked as binding or contain a specific acceptance period. The Seller has (14) days from the date of receipt to accept a purchase order or commission.

(2) The privity of contract between the Seller and the Purchaser shall be governed solely by the purchase agreement made in writing, including these General Terms and Conditions of Supply and Delivery. This fully reflects all the agreements made by and between the contracting parties in reference to the subject matter of the contract. Cases where the Seller issues its verbal assurance prior to the conclusion of this contract shall not be deemed legally binding, and verbal agreements between the contracting parties are superseded by the written contract unless it expressly ensues from each verbal agreement that it is still binding and remains in force.

(3) Any supplements or amendments to the agreements made, including these General Terms and Conditions of Supply and Delivery, must be made in writing to be effective. None of the Seller's employees other than its managing directors or authorised officers shall be entitled to make any verbal agreements deviating from the written agreement. To observe the written form, transmission by telecommunication, particularly by fax or email, is sufficient if the copy of the signed declaration is transmitted.

(4) The Seller's specifications regarding the object of delivery or performance (e... weights, dimensions, utility values, resilience, tolerance ranges and technical data) and also our descriptions of the same (e.g. drawings and illustrations) are only a rough representation unless the usability for the purpose intended by contract is conditional upon an exact correlation. They are descriptions or labelling of the delivery or service, and are not guaranteed properties. Deviations which are customary to the trade or ensue as a result of legal regulations or represent

technical advances, and the substitution of components with equivalent parts are admissible as long as they do not impair usability for the purpose intended by contract.

(5) The Seller reserves the title or copyright to all price quotations and cost estimates it has submitted as well as to drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and auxiliary devices which have been made available to the Purchaser. The Purchaser is not permitted to make these items as such or the contents of these items accessible to third parties, disclose them, use or reproduce them itself or have them used or reproduced by third parties without the Seller's express consent. At the Seller's request, the Purchaser is to return these items to the Seller in full and destroy any copies which may have been made if they no longer need them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The exception to this is the storage of data provided electronically for the purpose of customary data backup.

### **§ 3 Prices and payment**

(1) The online prices shown apply to online orders via conrad.de. The prices apply to the scope of performance and delivery listed in the order confirmations. Additional or special services are billed for separately. The prices are quoted in EUR, ex works, plus packaging, statutory VAT or, if applicable insurance tax, customs duties for export deliveries, as well as any other applicable fees and other public charges. You can view your invoices in the "My account" area if you have registered as a Purchaser and logged in via the website with your access data. The invoices are made available to you electronically in PDF format for download.

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

(3) Invoiced amounts are due for payment within sixteen (16) days, without any deductions, unless otherwise agreed in writing. The relevant date of payment shall be the date the payment is credited to the Seller's account. Payment by cheque shall be excluded unless agreed separately in specific cases. 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 Seller'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 retention of payments due to such claims is only admissible if the counterclaims are uncontested or have been established as final and absolute or ensue from the same order concerning which the delivery in question was performed.

(5) The Seller is entitled to only carry out deliveries or perform services still outstanding in return for advance payment or a payment bond if, after the agreement has been signed, it learns of circumstances that are capable of significantly reducing the Purchaser's credit-worthiness and which jeopardise the Purchaser's payment of the Seller's unsettled claim from the respective contractual relationship (including other individual orders to which the same framework agreement applies).

#### § 4 Delivery and delivery time

(1) Deliveries are made at the shipping costs and associated shipping conditions based on the selected delivery and shipping methods, which can currently be viewed at <https://www.conrad.de/de/service/lieferung-und-abholung/lieferarten.html>. These can be subject to changes. In the case of bulky articles, each of which are to be labelled accordingly, the Seller also charges a bulky articles supplement, which is marked on the article.

(2) Any deadlines and dates for deliveries and services promised by the Seller are always only considered a rough estimate unless a fixed deadline or fixed date has been expressly assured or agreed. If shipping has been agreed, the delivery dates and deadlines refer to the time of transfer to the forwarder, carrier or other third party assigned to transport the articles.

(3) The Seller can – without prejudice to its rights ensuing from the Purchaser's default – demand that the Purchaser extend the times of delivery and performance or postpone dates of delivery and performance by the period of time in which the Purchaser fails to meet its contractual obligations towards the Seller.

(4) The Seller is not liable for deliveries being rendered impossible or delayed if this has been caused by force majeure or other events which were unforeseeable at the time the agreement was concluded (e.g. business disruptions of any kind, difficulty procuring material or energy, transport delays, strikes, legal lockouts, lack of personnel, energy or raw materials, difficulty procuring the necessary official permits, official measures or failed, incorrect or late delivery by suppliers), for which the Seller is not responsible. If events of this kind make it considerably more difficult or impossible for the Seller to effect the delivery or performance and the hindrance is not only temporary, the Seller is entitled to withdraw from the contract. In the case of temporary hindrances, the times of delivery or performance will be longer or dates of delivery and performance will be postponed by the amount of time the hindrance lasts plus an appropriate run-up period. To the extent that the Purchaser cannot reasonably be expected to accept the delivery or performance as a result of the delay, it can withdraw from the contract by submitting an immediate, written declaration to the Seller.

(5) The Seller is only allowed to make partial deliveries if:

- the Purchaser can use the partial delivery as part of the purpose intended by the contract,
- the delivery of the remaining articles as ordered is assured and
- this does not result in significant additional work or additional costs for the Purchaser (unless the Seller agrees to bear these costs).

(6) If the Seller falls behind with a delivery or service or if a delivery or service becomes impossible for the Seller for whatever reason, the Seller's liability is limited to compensation for damages in accordance with § 8 of these General Terms and Conditions of Supply and Delivery.

#### § 5 Place of performance, dispatch, packaging, passing of risk, acceptance

(1) The place of performance for all obligations arising from the contractual relationship is the Seller's registered office or the shipping location of the first sender that operates on behalf of the Seller, unless otherwise specified. If the Seller is also responsible for installing the

articles, the place of performance is the place where the articles are to be installed.

(2) The type of shipping and the packaging are subject to the Seller's due discretion.

(3) The risk passes to the Purchaser on handover of the delivery item (the start of loading being the determining factor) to the forwarder, carrier or other third party commissioned with delivering the articles at the latest. This shall also apply if partial deliveries are made or if the Seller has undertaken to provide other services as well (e.g. dispatch or installation). If the dispatch or delivery is delayed as a result of a situation caused by the Purchaser, the risk passes to the Purchaser from the day the delivery item is ready for dispatch and the Seller has notified the Purchaser of this.

(4) After the passing of risk, the Purchaser bears costs of storage. If the Seller provides storage, the costs of storage amount to (0.25)% of the invoice amount for the delivery items to be stored per week that elapses. The rights to assert and provide proof of further or lower costs of storage remain reserved.

(5) The Seller will only insure the shipment against theft, breakage, or transport, fire or water damage, or other insurable risks 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 is deemed legally accepted:

- on completion of the delivery and, if the Seller is also responsible for installation, on completion of installation;
- if the Seller has advised the Purchaser of that fact under the provisions of notional acceptance as per § 5(6) and has called upon the Purchaser to accept;
- if (twelve) 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) 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 Seller of a defect that prevents the Purchaser from making use of the purchased item or significantly impedes its use.

#### § 6 Warranty; material defects

(1) The warranty period is one year commencing on the date of delivery or, if acceptance is necessary, commencing on the date of acceptance. This time limit does not apply to the Purchaser's claims for compensation due to harm to life, limb or health or due to deliberate or grossly negligent breaches of obligation by the Seller or its vicarious agents. Each of these claims falls under the statute of limitations according to the statutory provisions.

(2) The articles delivered are to be checked carefully immediately after delivery to the Purchaser or to the third party specified by the Purchaser. With regard to obvious defects or other defects which could have been identified in a careful, immediate examination, the articles are regarded as being approved by the Purchaser if the Seller does not receive a notice of defects in writing within

(seven) workdays of delivery. With regard to other defects, the delivery items are considered approved by the Purchaser if the Seller does not receive the notice of defects within (seven) working days of the time at which the defect was revealed; if the defect was already obvious earlier during normal use, however, this earlier point in time is decisive for the commencement of the period for making a claim. The Purchaser is to document the receipt of the articles, the carrying out of the articles inward inspection and the exact times at which these took place. The documentation is to be handed over to the Seller at its request so that it is able to provide its third-party suppliers with verification of its compliance with its own obligations to give notification of defects. A rejected delivery item is to be sent back to the Seller carriage paid at the Seller's request. If the notice of defects is justified, the Seller will refund the cost of the cheapest shipping route; this does not apply if the costs increase because the delivery item is at a different location from the place of its intended use.

(3) In the case of material defects regarding the items delivered, the Seller is first of all obligated and entitled to choose whether to rectify the defect or perform a replacement delivery and is to make this choice within an appropriate period of time. If this fails, i.e. the rectification of the defect or replacement delivery is impossible, unreasonable, refused or delayed to an inappropriate extent, the Purchaser can withdraw from the contract or reduce the purchase price appropriately.

(4) If a defect is based upon the fault of the Seller, the Purchaser is only entitled to demand damages under the prerequisites mentioned in § 8.

(5) In the case of defects in other manufacturer's components which the Seller cannot rectify for licensing reasons or factual reasons, the Seller will assert its warranty claims against the manufacturers and suppliers on account of the Purchaser or assign the warranty claims to the Purchaser at its own discretion. Warranty claims against the Seller only arise in the case of defects of this kind under the other requirements of and in accordance with these General Terms and Conditions of Supply and Delivery if the judicial enforcement of the abovementioned claims against the manufacturer and supplier was not successful or is futile – due to insolvency, for example. The limitation period of the Purchaser's warranty claims against the Seller is suspended for the duration of the legal dispute.

(6) The warranty lapses if the Purchaser alters the delivery item or has it altered by third parties without the Seller's consent and this renders the rectification of the defect impossible or unreasonably difficult. In either case, the Purchaser must bear the extra costs of the rectification of the defect which are incurred as a result of the alteration.

(7) The warranty period for used items is 12 months commencing on the date of delivery or, if acceptance is necessary, commencing on the date of acceptance

(8) If the Seller delivers articles with a manufacturer's warranty to the Purchaser, a claim asserted by the Seller is conditional upon a prior, written assertion of the warranty claims against the respective manufacturers being unsuccessful. This does not apply if the scope of the manufacturer's letter of indemnity falls short of the rights pursuant to § 6(1) to (7) of these General Terms and Conditions or the Seller has issued a warranty that goes beyond that of the manufacturer. The Seller will provide the Purchaser with the information it has on the manufacturer for the assertion of any warranty claims. If the Purchaser has claimed against the 48-month, long-term warranty, section 443 of the German Civil Code (BGB) with extended customer rights is relevant.

## **§ 7 Industrial property rights**

(1) In accordance with this paragraph (§ 7), the Seller vouches for the delivery item being free from industrial property rights or copyrights of third parties. If claims arising from the breach of such rights are being asserted against one contracting partner, this party will immediately notify the other contracting partner of this in writing.

(2) If the delivery item breaches an industrial property right or copyright of a third party, the Seller will, at its own discretion and expense, modify or exchange the delivery item in such a way that no further third-party rights are breached but the delivery item still fulfils the function agreed by contract, or it will procure right of use for the Purchaser by concluding a licensing agreement with the third party. If the Seller does not manage to achieve this within a reasonable period of time, the Purchaser is entitled to withdraw from the contract or to reduce the purchase price by a reasonable amount. Any claims of the Purchaser to compensation for damages are subject to the restrictions set out in § 8 of these General Terms and Conditions of Supply and Delivery.

(3) In the case of infringements through articles by other manufacturers which have been delivered by the Seller, the Seller will assert its claims against the manufacturers and upstream suppliers on account of the Purchaser or assign the claims to the Purchaser at its own discretion. Claims against the Seller only arise in these cases in accordance with this paragraph (§ 7) if the judicial enforcement of the abovementioned claims against the manufacturers and upstream suppliers was not successful or is futile – due to insolvency, for example.

## **§ 8 Liability for damages due to fault**

(1) The Seller's liability for damages, for whatever legal reason, particularly due to impossibility, default, defective or wrong delivery, breach of contract, breach of obligations of contract negotiations and tort is, if dependent on fault each time, limited to this paragraph (§ 8).

(2) The Seller is not liable in the case of simple negligence by its organs, legal representatives, employees or other vicarious agents, as far as this is not in breach of essential contractual obligations. The essential contractual obligations are punctual delivery and installation of the delivery item, its freedom from defects of title and of such material defects as impair its operability or serviceability to a degree that is more than merely negligible, as well as consultation, protection and custody obligations which should enable the Purchaser to use the delivery item according to the contract or aim to protect the life or limb of the Purchaser's staff or to protect the Purchaser's property from serious damage.

(3) As far as the Seller is liable for damages on the merits according to § 8(2), this liability is limited to damages which the Seller had foreseen upon conclusion of the contract as a possible consequence of a breach of the contract or which the Seller should have foreseen had it exercised due diligence. Any indirect damage and consequential damage which are the result of defects in the delivery item, are only eligible for compensation if such damage can typically be expected during the normal use of the delivery item.

(4) In cases of data loss, the Seller is only liable if the Purchaser can verify that it performed a data backup regularly – at least once a day. Liability for data loss is limited to the costs of recovery if there is a backup copy available unless the data loss was brought about by the Seller deliberately or as a result of gross negligence. Liability is excluded in other respects.

(5) In cases of liability for simple negligence, the Seller's replacement obligation for property damage and other financial damage arising from this is limited to the amount of EUR 10,000 per event of damage even if it is a matter of a breach of obligations essential to the contract.

(6) The above liability exclusions and limitations apply to the same extent for the benefit of the Seller's organs, statutory representatives, employees and other vicarious agents.

(7) If the Seller provides technical information or advice and this information or advice is not included in the scope of performance stipulated by the Agreement and owed by the Seller, this shall occur free of charge and be excluded from any liability.

(8) The Purchaser warrants that it shall not install or assemble the articles delivered by the Seller in the Purchaser's products for the purpose of distribution to third parties. The articles to be delivered by the Seller may not be used by the Purchaser in a series production. The Seller shall not be responsible for serial defects. In case of infringement, the Seller's liability is excluded to the extent permitted by law.

(9) The limitations of this paragraph (§ 8) do not apply to the Seller's liability for malicious behaviour, for guaranteed quality, for harm to life, limb or health or according to the German Product Liability Act (ProdHaftG).

#### **§ 9 Reservation of title**

(1) The Seller reserves the title to the article sold until all of its present and future claims from the purchase agreement and an ongoing business relationship (secured claims) have been paid in full.

(2) The article subject to a reservation of title must not be pledged or conveyed as a security to third parties until the secured claims have been paid in full. The Purchaser shall notify the Seller in writing immediately if a petition is filed to open insolvency proceedings or if third parties access (e.g. attach) any article belonging to the Seller.

(3) If the Purchaser acts in breach of contract, in particular in the event of non-payment of the purchase price when due, the Seller will be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the article based on the retention of ownership title. Such a demand for return does not immediately constitute a declaration of rescission; on the contrary, the Seller is entitled to only demand the return of the article and reserve the right to withdraw from the contract. If the Purchaser does not pay the due purchase price, the Seller may only assert these rights if it has previously given the Purchaser a suitable time limit for payment to no avail, or if such a time limit can be dispensed with according to the statutory provisions.

(4) The Purchaser shall be entitled to resell and/or process the article subject to a reservation of title in the ordinary course of business until revoked according to (b) below. In this case, the following provisions shall apply in addition.

(a) The Purchaser hereby assigns to the Seller as collateral all receivables due from third parties and arising from the resale of the article. The Seller hereby accepts the assignment. The Purchaser's duties set out in subsection (2) also apply in consideration of the assigned receivables.

(b) Along with the Seller, the Purchaser likewise remains entitled to collect the claim. The Seller shall not collect the claim as long as the Purchaser meets its payment obligations towards it, there is no lack of the Purchaser's capacity to perform, and the Seller does not assert reservation of title by exercising a right according to subsection (3). If this is the case, however, the Seller may

demand that the Purchaser inform it of the assigned claims and its debtors, provide all the information necessary for

their collection, submit the pertinent documents and inform the debtors (third parties) of the assignment. In such a case, the Seller is further entitled to revoke the Purchaser's right to resell and further process the article subject to reservation of title.

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

#### **§ 10 Foreign trade law restrictions**

(1) With regard to the articles to be delivered, the Purchaser is obliged to observe and comply with all applicable laws and provisions of foreign trade law, in particular the regulations on export control and trade embargoes. This includes German, European and foreign national regulations, in particular the regulations of the US Export Administration. The articles to be delivered may not be resold, exported, re-exported, distributed, transferred or otherwise disposed of, either directly or indirectly, without first observing all restrictions, obtaining any necessary administrative decisions and complying with all formalities which must be observed or are required under the aforementioned laws, regulations and other provisions.

(2) Insofar as the Seller has assumed the transport of the articles to a place of delivery outside Germany, the Purchaser is obliged to inform the Seller in writing of any special legal regulations of the country of destination which must be observed by the Seller in connection with the sale and delivery of the articles. The Purchaser shall inform the Seller in good time, but no later than upon conclusion of the contract, whether a use of the articles to be delivered in the military articles or armaments industry or any other military use by the Purchaser or a third party in a state outside the European Union is intended or cannot be ruled out.

(3) Failure to notify the Purchaser in this respect shall be deemed to be an assurance by the Purchaser that the articles to be delivered will not be used for such direct or indirect military purposes in such a state. If there are nevertheless concrete indications of a possible military use in such a state, the Seller shall be entitled to obtain a decision from the Federal Office of Economics and Export Control on the authorisation requirement for the transport operation or to demand that the Purchaser obtains such a decision; claims of the Purchaser due to delays resulting from this shall be excluded.

#### **§ 11 Data deletion obligations**

(1) In the context of the returning of devices with storage media (e.g. hard drives, flash drives, etc.) to the Seller for whatever reason (warranty, repairs, reverse transaction regarding purchase, etc.), the Customer is obligated to back up data from the devices before returning them, particularly personal and confidential data, and subsequently to erase it permanently and securely.

(2) The Seller cannot guarantee that all data and data fragments will be irrevocably erased and assumes no liability for the data ending up in the hands of third parties. The Customer releases the Seller from all claims which may result from the device or appurtenant data carriers returned still containing data, no matter what kind. The same applies to any third-party claims. If there is any data still on the storage media, this will not be treated confidentially.

(3) If it is not technically possible for the Customer to erase the data before returning storage-capable articles, the Customer is to advise the Seller in writing that the article



still contains confidential and/or personal data which was recorded on it or other data belonging to him/her which it was not possible for him/her to erase for technical reasons, and to do so before returning the article. The Customer notes that this communication does not oblige the Seller to erase the data in question successfully.

#### **§ 12 Special provisions for ordering via the website**

(1) The Seller will immediately send electronic confirmation that the order has been received. This letter of confirmation does not yet represent the acceptance of an agreement. Deviating from § 2(1), acceptance occurs when the Customer receives the articles after the Seller has shipped the articles or when the Seller performs the services at the Customer's company.

(2) The contract language is German.

(3) Der Seller saves the text of the Agreement and sends the order details to the Customer by email. The Customer can see the General Terms and Conditions at any time at [www.conrad.de](http://www.conrad.de). The Customer can see its past orders under the menu option "Meine Bestellungen" (my orders) when it has registered and logged onto the website using its customer data.

(4) In the online shop, the Purchaser finds out how long limited offers are valid for. Despite careful stocking, some articles on special offer may sell more quickly than intended. The Seller cannot, therefore, guarantee delivery. The general rule is: only while stocks last.

(5) The Seller offers third-party suppliers the possibility to use the website [www.conrad.de](http://www.conrad.de) to sell their article range. This is presented clearly and transparently. Information on the third-party supplier can be seen via the name of the company, which is linked. The contract resulting from a sale of articles from a third-party supplier is solely concluded between the Purchaser and the third-party supplier. In that case, the website operator is not the Purchaser's contractual partner unless expressly specified otherwise on the website. If the third-party supplier is the contractual partner, it is also the sole contact for the purchaser. The Seller's advice is to check the third-party supplier's General Terms and Conditions and its data privacy statement carefully.

(6) It is possible for registered customers to order qualified shopping baskets and article by fast order without going through the checkout process. When the "Jetzt kostenpflichtig bestellen" (confirm purchase) button is clicked, the order will be activated according to the conditions specified in the fast order.

#### **§ 13 Voluntary right of return for online purchases**

(1) The Seller offers the Purchaser the possibility to return the articles ordered within 14 days without giving reasons. The deadline for returning articles is 14 days from the date on which the purchaser or a third-party specified by the purchaser that is not the carrier took the articles into its possession. The Seller bears the costs of the articles being returned provided that the Purchaser uses the free DHL returns label. This returns label is available for the Purchaser to download at [conrad.biz/Rueksendung](http://conrad.biz/Rueksendung). If this DHL returns label is not used, the Purchaser bears the cost of the return. For articles that cannot be sent back in the usual way by parcel post due to their nature and that are marked as such in the invoice as "Sperrgut" (bulky articles), the following applies: The Seller will collect the goods from the Purchaser's delivery address in Germany. If the articles are returned from abroad, the Purchaser is to bear the cost of the return. Any payments already made will be credited to the customer account if the return of the articles is accepted.

(2) The articles are to be returned to:

Conrad Electronic SE  
Retouren & Reparaturen

Klaus-Conrad-Straße 1  
92240 Hirschau, Germany

(3) The Seller grants a voluntary right of return under the following conditions:

- the articles are unused,
- the articles are not damaged and
- the articles are complete.

Testing or trying out the articles counts as using the articles.

(4) The voluntary right of return does not apply in the case of

- image, sound or data carriers, CDs, DVDs or software if the seal has been opened or it was downloaded online
- newspapers, periodicals and magazines
- books, if the wrapper has been opened or they were downloaded online
- articles which have been manufactured according to customer specifications or which have been clearly customised to meet the personal needs of the Customer
- articles that are not suitable to be returned due to their condition or that can deteriorate quickly or that are past their use-by date
- articles that have been configured from standard components according to customer specifications, such as individually configured computers or hardware with/without software installation, as soon as they have been used or activated
- construction kits that have already been set up by customers and those parts which have already been installed by the Customer
- batteries, storage batteries, cables, lamps, semiconductors, sanitary articles or similar articles if their seal or packaging has been opened
- bulk articles, consumables
- special orders by the Customer, such as spare parts etc. ordered specifically for the Customer
- prepaid cards or packs
- calibrated measurement devices
- Apple BTO/CTO devices
- bulk deliveries where the purchaser has been granted special terms

(5) There is no right of cancellation if the Purchaser has ordered a service to be provided and the Seller has performed the service in full or has already begun to perform the service. The right of cancellation is also excluded in the event that the Seller procures the articles from third-party upstream suppliers which do not grant a right of return themselves. In this case, the article is labelled accordingly in the shop.

#### **§ 14 Confidentiality**

All information received by the Purchaser from the Seller in connection with this contract shall be deemed confidential unless it is in the public domain. Reverse engineering (§ 3 I Nr. 2 German GeschGehG) is not permitted. Confidential information must be kept secret and may not be made accessible to any third party during the term of the contract and for up to three years after its termination. In particular, the content and terms of this contract are also protected by this confidentiality obligation.

#### **§ 15 Final Provisions**

(1) If the Purchaser is a trader, a legal person under public law or a separate fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any and all disputes arising from the business relationship between the Seller and the Purchaser is, at the Seller's discretion, either Nuremberg or the Purchaser's registered office. In these cases, however, Nuremberg shall be the exclusive place of jurisdiction for any legal action brought against the Seller. Peremptory legal provisions concerning the exclusive place of jurisdiction for disputes shall remain unaffected by this provision.

(2) The relations between the Seller and the Purchaser are 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 April 1980 (CISG) does not apply.

(3) If the contract to be concluded or these General Terms and Conditions of Supply and Delivery contain regulatory gaps, the legally effective regulation which the contracting partners would have agreed on according to the commercial aims of the contract and the purpose of these General Terms and Conditions of Supply and Delivery if they had known of the regulatory gaps shall be applied to fill these gaps.