



General Terms and Conditions of Delivery to Business Customers (B2B) ("TCD")

– Version 1, as of 13 September 2026

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

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 TCD

- 1.1 **General terms and conditions of delivery.** These TCD shall only apply if the customer ("**Customer**") is a trader (*Unternehmer*) within the meaning of Sec. 14 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*), a legal entity under public law or a special fund under public law. These TCD shall apply (subject to sentence 1) to all purchase agreements between the Seller as seller and the Customer as buyer regarding movable objects, digital content or goods with digital elements ("**Goods**" and each individually "**Good**"), regardless of whether the Seller itself manufactures or purchases the Goods ("**Purchase Agreements**" and each individually "**Purchase Agreement**"). These TCD shall also apply (subject to sentence 1) to all future Purchase Agreements without requiring a renewed reference in the respective individual case.
- 1.2 **Special terms and conditions for additional services.** To the extent that the Customer wants to utilise services offered by the Seller in addition to the delivery of Goods, additional special terms and conditions may apply thereto. In the event of any conflicts with these TCD, the relevant special terms and conditions shall take precedence.
- 1.3 **Customer terms and conditions.** Terms and conditions of the Customer or a Third Party (as defined in Sec. 1.4), regardless of whether they deviate from, conflict with or supplement these TCD ("**Other T&Cs**"), shall only become a part of the contract to the extent that the Seller 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.
- 1.4 **Third Parties. "Third Party"** within the meaning of these TCD means any person who is neither the Seller nor the Customer (the Seller and the Customer each individually "**Party**" and collectively "**Parties**"), regardless of whether such person is an affiliated entity of a Party.

2. Conclusion of contract and third-party offers

2.1 Offer and conclusion of contract.

- (a) Offers of Goods by the Seller, in particular on websites, in electronic catalogues or physical prospectuses, shall not be legally binding offers.
- (b) Orders of Goods by the Customer shall be legally binding offers to conclude a Purchase Agreement. The Customer shall be bound to its offer for fourteen (14) calendar days from its submission (the day of submission to be included in the calculation of the commitment period) ("**Commitment Period**").
- (c) The Seller may accept the Customer's offer within the applicable Commitment Period. Acceptance may be made by express declaration to that end in text form or by delivery of the Goods to the Customer or a Third Party designated by the Customer. In that regard, the Parties agree that a mere order confirmation, order receipt confirmation or similar as well as a dispatch announcement or confirmation shall not yet constitute acceptance.
- (d) Where an electronic procurement system used by the Customer (e.g., via EDIFACT) requires the transmission of an order response (e.g., in the message type ORDERS), the Parties agree that such an automatically sent message of the Seller shall serve solely to facilitate the technical data processing in the Customer's system and does not constitute a legally binding declaration of acceptance. Rather, also in this case, the conclusion of the Purchase Agreement shall be governed exclusively by lit. (c) above.

- 2.2 **Third-party offers.** The Seller may now or in the future offer Third Parties the opportunity to use the website www.conrad.de to sell their goods. Information about the Third Party may be viewed via the linked company name. The purchase agreement concluded upon a sale of third-party

goods shall be entered into exclusively with the Third Party and not with the Seller, unless expressly stated otherwise on the website. The Seller advises to carefully review the terms and conditions and privacy policy of the Third Party.

3. Prices and payment

- 3.1 **Prices.** All prices are net of value-added tax under applicable law and a flat-rate shipping fee depending on the Good and country of destination as listed under <https://www.conrad.de/de/service/lieferung-und-abholung/lieferarten.html>.
- 3.2 **Due date and default.** Invoice amounts shall be paid within fourteen (14) calendar days of delivery of the Goods to the Customer or a Third Party designated by the Customer and receipt of the invoice by the Customer. The invoice amount shall bear interest at the default interest rate under applicable law starting from the date of default. The Seller's right to demand compensation for further damage caused by such default shall remain unaffected.
- 3.3 **Set-off and retention.** The Customer may only set off counterclaims or withhold payments based on counterclaims to the extent that such counterclaims are undisputed or have been established in a final and unappealable decision or arise from the same Purchase Agreement under which the relevant delivery of the Goods was or is to be made.

4. Delivery

- 4.1 **Partial delivery.** The Seller may make partial deliveries to the extent such partial deliveries are not unacceptable for the Customer, for example where partial deliveries are of interest to the Customer according to the contract purpose and the Customer does not incur any significant additional work or any additional costs.
- 4.2 **Shipment and packaging.** The Seller shall have discretion to determine the type of shipment, in particular the carrier, shipping route and packaging.
- 4.3 **Delivery dates.** Delivery periods and dates indicated by the Seller shall be understood only as estimate, unless (and then only to the extent that) the relevant period or date was expressly assured or agreed as firm. Delivery periods and dates shall refer to the time of handover of the Goods to the (first, if there is more than one) forwarder, carrier or other Third Party commissioned with transportation; this shall also apply where the Seller instructs a supplier to deliver the Goods directly to the Customer or a Third Party designated by the Customer.
- 4.4 **Force majeure.** In the event of force majeure or other extraordinary events that are not foreseeable at the time the Purchase Agreement is concluded (including events such as operational disruptions of any kind, difficulties in material, raw material or energy procurement, transportation delays, industrial actions such as strikes and legitimate lockouts, labour shortages, difficulties in obtaining necessary official permits, governmental actions and missing, incorrect or late deliveries by suppliers despite a matching cover transaction made by the Seller) and that the Seller is not responsible for and that delay or hinder delivery, the following shall apply: To the extent such events delay delivery temporarily, the delivery periods shall be extended or the delivery dates postponed by the duration of the hindrance plus a reasonable lead-time period. To the extent such events make delivery significantly more difficult or impossible not only temporarily, the Seller may rescind the Purchase Agreement by notice to the Customer in text form. To the extent the Customer cannot reasonably be expected to accept delivery of the Goods as a result of the delay, the Customer may rescind the Purchase Agreement by notice to the Seller in text form.
- 4.5 **Incoterm.** DAP (Delivered at Place) Incoterms 2020 shall apply in relation to the delivery address specified by the Customer (whether this is an own address of the Customer or an address of a Third Party designated by the Customer, the recipient so specified by the Customer, whether the Customer itself or a Third Party designated by the Customer, "**Recipient**"); risk shall pass to the Customer when the Goods are placed at the Recipient's disposal on the arriving means of transport, ready for unloading. This shall also apply where partial deliveries are made or where the Seller provides other services, including installation, in addition to the delivery of the Goods.
- 4.6 **Retention of title.** The Seller shall retain title in the Goods until all current and future claims under the Purchase Agreement have been paid in full. The Customer may dispose of the Goods subject to retention of title in the ordinary course of business. Pledges and transfers by way of security shall not be permitted. The Customer hereby assigns to the Seller, by way of security, all claims arising from any resale or taking the place of the Goods subject to retention of title, such as insurance claims or claims for loss or destruction. The Seller hereby accepts such assignment. The Seller authorises the Customer to collect the claims assigned to the Seller in its

(the Customer's) own name. The Seller may revoke such authorisation in the event of default of payment by the Customer. If the Seller is unreasonably oversecured by the security assignment it shall grant release to such extent so as to reduce its security to a reasonable level.

5. Software

To the extent that the Goods contain software and the Seller grants the Customer a license thereto in connection with the Purchase Agreement, any license terms and conditions of the software provider and/or the Seller shall apply. The Seller shall provide the Customer with such license terms and conditions on request.

6. Defectiveness

- 6.1 **General.** The Customer's rights in the event of defects shall be determined by applicable law, unless otherwise specified in these TCD, in particular Secs. 6 and 7 hereof. The Customer's rights under separate guarantees provided by the Seller or by manufacturers shall in any case remain unaffected. Secs. 6.3 to 6.6 shall not apply if the last agreement in the supply chain is (i) a purchase agreement under which a consumer purchases a good from a trader or (ii) an agreement for the provision of digital content by a trader to a consumer against payment of a price.
- 6.2 **Obligation to examine and obligation to notify defects.** The Goods shall be examined by the Customer or a Third Party designated by the Customer without undue delay after delivery to the Customer or a Third Party designated by the Customer. The Goods shall be deemed approved by the Customer with regard to obvious defects or other defects that could have been detected by a careful examination performed without undue delay, unless the Customer sends a notice of defects in text form to the Seller without undue delay, but in any case within fourteen (14) calendar days after delivery. The Goods shall be deemed approved by the Customer with regard to other defects, unless the Customer sends a notice of defects in text form to the Seller without undue delay, but in any case within fourteen (14) calendar days after the date the defect became apparent. At the Seller's request, the Customer shall return rejected Goods, or procure that rejected Goods are returned, to the Seller or a Third Party designated by the Seller at the Customer's cost; if a notice of defects is justified, the Seller shall reimburse the Customer for any necessary costs incurred in this respect.
- 6.3 **Cure of defects.** If the Goods delivered have defects, the Seller shall have the right and obligation, under the other conditions of, and in accordance with, these TCD, in particular Secs. 6.4 and 6.5 hereof, to cure such defects within a reasonable period of time, at the Seller's discretion, either by removing such defects or by delivering Goods free of defects.
- 6.4 **Goods the manufacturer of which is not the Seller.** In the event of defects of the Goods delivered the manufacturer of which is not the Seller, the Seller shall, at its discretion, either assert its claims for defects against the manufacturer(s) and/or supplier(s) ("**Seller Claims For Defects**") for the account of the Customer or assign such claims to the Customer. In such case, the Customer shall have claims for defects against the Seller, under the other conditions of, and in accordance with, these TCD only to the extent that enforcement of the Seller Claims For Defects was unsuccessful (in the form of a last-instance finding that no claims exist or of a fruitless foreclosure attempt) or is futile, e.g. due to insolvency. Where the Seller assigns the Seller Claims For Defects to the Customer, the Seller shall provide the Customer with the information and documents available to the Seller that are reasonably necessary for enforcement of the Seller Claims For Defects by the Customer. For as long as the judicial enforcement (by the Seller or the Customer) of the Seller Claims For Defects is ongoing, the limitation period in respect of the Customer's claims for defects against the Seller shall be suspended. The preceding sentences of this Sec. 6.4 shall apply accordingly where the Seller is the manufacturer of the delivered Goods and the same are defective due to a defect in a component contained in the Goods that is manufactured by a person other than the Seller.
- 6.5 **Goods with manufacturer guarantee.** Where a manufacturer guarantee exists in relation to the Goods delivered, the Customer shall have claims for defects against the Seller, under the other conditions of, and in accordance with, these TCD only to the extent that enforcement of such guarantee claims against the manufacturer was unsuccessful (in the form of a last-instance finding that no claims exist or of a fruitless foreclosure attempt) or is futile, e.g. due to insolvency. This shall not apply to the extent that the scope of the manufacturer guarantee does not fully cover the Customer's claims for defects against the Seller that exist subject to this Sec. 6.5. For the purpose of asserting potential guarantee claims, the Seller shall make available to the Customer any information about the manufacturer that is available to the Seller. For as long as the judicial enforcement by the Customer of the guarantee claims against the manufacturer is

ongoing, the limitation period in respect of the Customer's claims for defects against the Seller shall be suspended.

- 6.6 **Statute of limitations.** The limitation period for claims of the Customer for defects of the Goods delivered is one (1) year from delivery of the Goods to the Customer or a Third Party designated by the Customer. This period shall not apply to claims for defects of an item that, according to its usual purpose, has been used for a building and has caused its defectiveness, shall not apply to claims for damages based on injury to life, limb or health or based on any intentional or grossly negligent breach of obligations by the Seller, its legal representatives or its vicarious agents and shall not apply to any obligations to compensation under applicable mandatory product liability laws, each of which are subject to the limitation periods under applicable law. Sec. 6.1 sentences 2 and 3 shall remain unaffected.

7. Liability

- 7.1 **Slight negligence.** The Seller shall be liable for slight negligence only in cases of breach of material contractual obligations. This includes obligations the Seller specifically owes to the Customer in accordance with the content and purpose of the Purchase Agreement and whose fulfilment is essential to the proper performance of the Purchase Agreement in the first place and on whose compliance the Customer can rely and regularly relies.
- 7.2 **Lost profit.** The Seller's liability for loss of profits, loss of anticipated savings and any other consequential, indirect or incidental damage shall be excluded.
- 7.3 **Reimbursement of expenditure.** The Seller's liability for reimbursement of wasted expenditure shall be limited to expenditure typical for the type of Purchase Agreement relevant in the respective individual case.
- 7.4 **Limitation of liability.** In addition, the Seller's liability shall be limited:
- (a) to the typical, foreseeable damage that may occur in the type of Purchase Agreement relevant in the respective individual case;
 - (b) to cases that, per occurrence of damage, exceed an amount of EUR 30.00 or an amount of one percent (1%) of the agreed price; and
 - (c) as far as delay damages are concerned, to five percent (5%) of the agreed price of the Goods concerned.
- 7.5 **Other limitations of liability for loss of data.** Without prejudice to Secs. 7.1 to 7.4, the Seller shall only be liable for loss of data to the extent that the Customer has demonstrably backed up the relevant data regularly, according to the current state of the art and in a manner appropriate for the significance of the content. In any case, liability for loss of data shall be limited to the expense of restoring the data from an existing backup copy.
- 7.6 **Exceptions.** The limitations and exclusions of liability in Secs. 7.1 to 7.5 shall not apply to:
- (a) any liability for injury to life, limb or health;
 - (b) any obligations to compensation under applicable mandatory product liability laws;
 - (c) any intentional or grossly negligent breaches of obligations by the Seller, its legal representatives or its vicarious agents; and
 - (d) any liability under any guarantees provided.

8. Restrictions under foreign trade law

- 8.1 **Sanctions.** The Customer undertakes, in respect of the Goods, to comply with any applicable foreign trade law provisions, including any economic and financial sanctions laws, embargo and export control provisions and other trade restrictions imposed, administered or enforced, in particular, by the United Nations, the European Union or any of its member states, the United Kingdom or the United States of America ("**Sanctions**"). This shall also apply to any resale or other transfer of the Goods. To the extent that, at the Customer's request, the Seller delivers the Goods outside the Seller's country of residence, the Customer shall inform the Seller without undue delay in text form of any relevant Sanctions relating to the country of destination.
- 8.2 **Sanctioned persons.** The Customer warrants that neither the Customer itself nor any of its subsidiaries are (i) a Sanctioned Person or (ii) directly or indirectly owned or directly or indirectly

controlled by a Sanctioned Person. The Customer shall inform the Seller without undue delay in text form if this is no longer the case. "**Sanctioned Person**" shall mean any natural or legal person listed, in particular, on a sanctions list of the United Nations, the European Union or any of its member states, the United Kingdom or the United States of America.

- 8.3 **Arms-related, nuclear, weapons-related or military use.** The Customer shall give notice in text form, before conclusion of the Purchase Agreement, where the Goods are intended for arms-related, nuclear, weapons-related or military use outside the European Union requiring approval or where such use cannot be ruled out. Failure to provide such notice shall be deemed an undertaking that no such use will take place. If concrete evidence indicates the possibility of such use, the Seller may arrange for an inspection by the competent authority or request this from the Customer, without any claims available to the Customer based on resulting delays.
- 8.4 **No (re-)export to Russia or Belarus.** The Customer shall not, directly or indirectly, sell, deliver, transfer, export or re-export any goods, software, technology or other services supplied under the Purchase Agreement to Russia or Belarus or for use in Russia or Belarus to the extent this would violate EU sanctions, export control provisions or other applicable legal provisions, in particular Council Regulation (EU) No. 833/2014 or Council Regulation (EC) No. 765/2006. The Customer shall make every effort to ensure that the purpose of sentence 1 is not thwarted by any Third Party in the further supply chain (in particular, by potential resellers). A breach of sentence 1 or sentence 2 constitutes a material breach of contract and entitles the Seller, in particular, to terminate with immediate effect and to claim damages. The Customer shall inform the Seller without undue delay in text form of any known or imminent breach of these provisions (including by any Third Party in the supply chain) and shall, upon the Seller's request, provide to the Seller without undue delay in text form all information necessary for verification.

9. Duties to delete data

- 9.1 **Deletion.** When returning Goods with storage media (e.g. hard drives, USB sticks etc.) to the Seller, for whatever reason (warranty, repair, reversal of the purchase etc.), the Customer shall back up, and subsequently delete from the Goods in a permanent and secure manner, any data stored on such Goods, in particular personal or confidential data, before the return of such Goods.
- 9.2 **No responsibility of the Seller.** The Seller cannot ensure that all data is permanently deleted and shall not be liable for access to data by any Third Party. The Customer shall indemnify the Seller against any claims that may result from the fact that the Goods or related data carriers still contained data. This shall also apply to any claims of any Third Party. If data is still contained, it shall not be subject to confidentiality.

10. Voluntary rights of rescission or return

Any rights of rescission or return granted to the Customer outside of these TCD by individual agreement or by terms and conditions of the Seller shall remain unaffected by these TCD.

11. Miscellaneous

- 11.1 **Confidentiality.** All not publicly known prices, discounts and other commercial terms disclosed by the Seller, or at the Seller's instigation, to the Customer in connection with the Purchase Agreement or the delivery of the Goods ("**Confidential Information**") shall be treated as confidential by the Customer for a period of five (5) years after conclusion of the Purchase Agreement. The Customer may only disclose Confidential Information to Third Parties during this period to the extent that it cannot be recognised that such Confidential Information originates from the Seller. There shall be no obligation to confidentiality:
- (a) vis-à-vis affiliated entities of the Customer, provided that the Customer ensures that such affiliated entities are bound to the same confidentiality as the Customer itself (the Customer being liable for any breaches of confidentiality by any of its affiliated entities in the same manner as for its own breaches);
 - (b) vis-à-vis courts and public authorities, to the extent there is a legal obligation to disclose Confidential Information; or
 - (c) to the extent that Confidential Information has become publicly known through no fault of the Customer nor of any of its affiliated entities to which the Customer has disclosed such Confidential Information.

- 11.2 **Headings.** Headings contained in these TCD are merely for convenience and irrelevant for the interpretation of the TCD.
- 11.3 **Choice of law.** The Purchase Agreement (including its preceding negotiations) and these TCD shall be exclusively governed by, and construed in accordance with, the substantive law of the country in which the Seller 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.
- 11.4 **Place of jurisdiction.** The exclusive – including international – place of jurisdiction for all disputes arising out of or in connection with the Purchase Agreement or these TCD, including regarding their respective validity and quasi-contractual or non-contractual claims, shall be – subject to the two following sentences – the seat of the Seller. The Seller is entitled to bring an action at the general place of jurisdiction of the Customer. Conflicting mandatory law, in particular with respect to exclusive places of jurisdiction (if any), shall remain unaffected.
- 11.5 **Severability.** 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 TCD. 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 TCD.