

1.0 SCOPE

1.1 For orders placed by companies of the Telefónica Deutschland Group (hereinafter referred to individually or collectively as "Telefónica Germany") for goods, works, work deliveries or services (subject matter of the contract) placed with reference to these Purchasing Terms and Conditions, these Purchasing Terms and Conditions and the documents referred to in the respective order and/or in these Purchasing Terms and Conditions (hereinafter collectively referred to as "Purchasing Terms and Conditions ") shall apply exclusively.

The Telefónica Deutschland Group comprises all companies affiliated with Telefónica Deutschland Holding AG within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).

1.2 Any deviating, conflicting or supplementary contractual, licensing or delivery provisions of the supplier or a third party shall not become part of the contract, even if they are not expressly rejected or if the service or delivery is accepted without reservation in the knowledge of conflicting or deviating terms and conditions.

1.3 Any deviating confirmation by Telefónica Germany of such terms and conditions of the supplier shall only be valid if and to the extent Telefónica Germany expressly agrees to this in writing.

1.4 A mere reference by Telefónica Germany to the supplier's documents or acceptance of the delivery does not constitute acceptance of the supplier's contractual, licence or delivery terms.

2.0. CONCLUSION OF CONTRACT, WRITTEN FORM, CONTRACT COMPONENTS AND ORDER OF PRECEDENCE

2.1 The conclusion of binding contracts on the part of Telefónica Germany requires the express declaration of intent by Telefónica Germany in the form of a written contract or the transmission of a written order; oral (additional) agreements require the express written confirmation of Telefónica Germany to form an integral part of a contract.

2.2 The written form in the above sense is also satisfied by means of an electronic signature or in text form or via an electronic ordering platform agreed between the parties. An electronic declaration of intent is deemed to have been received on the day on which it is available to the recipient at their electronic address during normal business hours; if it is received outside business hours, the next business day shall apply.

2.3 If negotiations between the supplier and Telefónica Germany regarding the underlying contractual terms are still pending at the time of the provisional conclusion of a tender, an "award" or an order via the electronic ordering platform, the respective status of negotiations shall apply until a final negotiated contract is concluded and, where the parties have not yet been able to reach an agreement, the General Purchasing Terms and Conditions and the documents "General Conditions for the Supply of Goods to Telefónica S.A. and its Group Companies" and "General Conditions for the Supply of Services to Telefónica S.A. and its Group Companies" shall apply in addition. After conclusion of the negotiations and the corresponding contract, its terms and conditions shall then apply exclusively, even to orders already placed, unless expressly agreed otherwise in the contract. An award or order issued prior to conclusion of the negotiations does not constitute a right to conclude the negotiated contract.

2.4 The following documents, which can be accessed at any time via the electronic ordering platform agreed between the parties or provided by Telefónica Germany upon request, shall form an integral part of the respective contract/order under the Purchasing Terms and Conditions. In the event of any contradictions, the following order of precedence shall apply:

- Purchase order
- These Purchasing Terms and Conditions
- Information Security Document or Security Annex
- Supply Chain Sustainability Policy of Telefónica Deutschland Holding AG
- Appendices, annexes and policies, insofar as these form part of the offer/tender/contract documents or are referred to therein
- Technical specifications
- the documents "General Conditions for the Supply of Goods to Telefónica S.A. and its Group Companies" and "General Conditions for the Supply of Services to Telefónica S.A. and its Group Companies", but with the restriction that any reference to

Telefónica S.A. contained therein shall be deemed to refer to Telefónica Germany and any reference to legal regulations that do not apply directly in the Federal Republic of Germany shall not apply (including any corresponding application).

Exceptions: This order of precedence does not apply to documents relating to the processing of personal data (in particular "Vertrag über die Verarbeitung personenbezogener Daten im Auftrag auf der Grundlage von Standardvertragsklauseln zwischen Verantwortlichen und Auftragsverarbeitern gemäß Artikel 28 Absatz 7 der Verordnung (EU) 2016/679", "Data Processing Agreement based on Standard contractual clauses between controllers and processors under Article 28 (7) of Regulation (EU) 2016/679 (GDPR)") and related annexes and appendices, which take precedence in all cases with regard to the processing of personal data.

3.0 Prices

3.1 The agreed prices are net fixed prices based on DDP (Incoterms 2020), unless otherwise agreed.

3.2 Telefónica Germany shall only bear any travel expenses with prior written consent.

4.0 PERFORMANCE OBLIGATION

4.1 The supplier shall provide the service/delivery free of defects on the delivery date and at the place of performance specified in the order in accordance with DDP (Incoterms 2020).

4.2 The subject matter of the contract is specified in the order. Partial, advance, additional or reduced deliveries are only permitted with the prior consent of Telefónica Germany.

4.3 The supplier undertakes to comply with all applicable laws, regulations, orders, directives and other legal norms relating to the delivery/service and to comply with and fulfil all obligations as the manufacturer or importer of the contractual items, including the required information on the respective delivery items. Insofar as there are corresponding obligations to notify or register in relation to the delivery/service, the supplier shall ensure that these are fulfilled in a timely manner and shall bear all associated fees.

4.4 The supplier warrants that all services and products provided meet the applicable requirements for distribution in the European Economic Area and comply with all applicable laws, regulations, directives and standards at European and national level, in particular the applicable product safety requirements, requirements for placing on the market, including any existing registration, reporting and information obligations (including information obligations in the supply chain), unless Telefónica Germany assumes the corresponding obligations on the basis of express written confirmation. The supplier shall provide Telefónica Germany with the necessary information, evidence, certificates and documentation at the latest upon delivery and at any time upon request.

4.5 The supplier shall note the order number, order date, designation of delivery items, Telefónica Germany component numbers, number of parcels and the total gross weight of shipments and, if applicable, the hazardous good classification, on the shipping documents to be enclosed. The supplier shall take back packaging free of charge.

4.6 The supplier shall supply spare parts and accessories on reasonable terms for at least five years after delivery. The supplier shall notify Telefónica Germany of the discontinuation of production or availability, in particular end-of-life, with reasonable advance notice and indicating the last order date.

5.0 INSPECTION OF GOODS, TRANSFER OF RISK AND TITEL

5.1 Telefónica Germany shall randomly check deliveries received for content, number of packaging units and damage to the packaging. Deliveries in sales packaging shall be checked without opening the sales packaging. Any obvious defects must be reported without undue delay, at the latest within a period of 3 working days from delivery. Otherwise, Telefónica Germany shall report any defects discovered within two weeks of discovery.

5.2 Risk and title shall pass to Telefónica Germany upon agreed delivery to the place of performance in the case of purchases and work deliveries, and upon successful acceptance in the case of works.

6.0 DEFAULT

6.1 The delivery dates and/or deadlines specified in the order are binding. Timeliness depends on receipt or performance at the agreed place of performance and in accordance with the agreed terms; if the subject matter of the contract is subject to an acceptance, it depends on availability in an acceptable condition at the place of performance.

6.2. In the event of delay, the supplier shall pay Telefónica Germany a contractual penalty of 0.5% of the order value for each commenced week, up to a maximum of 5% of the order value, without prejudice to further legal rights of Telefónica, unless the supplier is not responsible for the delay. The contractual penalty serves to secure the obligation to perform and shall be offset against claims for damages.

6.3 In the event of delay, acceptance of the service or delivery shall generally be subject to the assertion of a contractual penalty already incurred, without this having to be expressly stated again upon acceptance. In any case, the claim may be made within 6 months from the date on which the respective contractual penalty was incurred. Section 341 (3) of the German Civil Code (BGB) is waived in this respect.

7.0 WARRANTY

7.1 Telefónica Germany is entitled to all statutory claims for defects. The supplier warrants that the delivery/service is free of defects for a period of 24 months from reception or acceptance by Telefónica Germany, unless the order or the law provides for a longer period.

7.2 All defects occurring during the warranty period shall be remedied by the supplier at its own expense or the delivery replaced by a new delivery in accordance with the contract, at Telefónica Germany's discretion. In doing so, the supplier shall bear all necessary expenses and reimburse Telefónica Germany for expenses within the scope provided for by law. If the supplier does not remedy the reported defects within a reasonable period set by Telefónica Germany, Telefónica Germany shall be entitled to assert its statutory warranty rights.

8.0 INVOICING AND PAYMENT

8.1 Unless expressly agreed otherwise in individual contracts, invoicing shall take place at the earliest after acceptance as fulfilment or delivery or acceptance of the subject matter of the contract. The invoice shall contain the order number and the details of the order.

8.2 Unless expressly agreed otherwise in individual contracts, payments by Telefónica Germany shall be made within 90 days (services) or 180 days (goods, works and work deliveries including software), calculated from the receipt of the proper invoice.

9.0 PROPERTY RIGHTS AND COPYRIGHTS, WORK RESULTS

9.1 The supplier guarantees that the services and deliveries provided to Telefónica Germany are free from copyrights, ancillary copyrights or any other of third-party rights that restrict or exclude the use of the delivery/service by Telefónica Germany and that no further rights, approvals or consents in connection with third-party rights are required for use. The supplier guarantees that it is itself entitled to grant the corresponding rights of use. Unless expressly agreed otherwise, the supplier grants Telefónica Germany the exclusive, irrevocable, unrestricted, transferable and remunerated right to full use, including in particular the right to reproduce, edit and publish.

9.2 The supplier shall fully indemnify Telefónica Germany against all third-party claims, including the costs of legal action. This also applies to claims arising from Section 32a II of the German Copyright Act (UrhG).

9.3 In the event of an (alleged) infringement of rights, the supplier shall indemnify Telefónica Germany against all possible claims by third

parties arising from the contractual use of the delivery/service. The supplier shall conduct any legal disputes in this regard in its own name and at its own expense, insofar as this is permissible. Any statutory claims of Telefónica Germany, in particular for damages and withdrawal, shall remain unaffected by this.

9.4 Unless expressly agreed otherwise, all tangible and intangible work results arising in connection with the service/delivery shall be transferred to Telefónica Germany. Insofar as work results are copyright-protected works, the supplier shall grant Telefónica Germany an exclusive, transferable, sublicensable, irrevocable right of use for all known types of exploitation, unlimited in terms of time, territory and content. Work results and rights of use shall be compensated by the agreed remuneration.

10.0 CONFIDENTIALITY, ADVERTISING

10.1 The supplier shall treat the contractual relationship with Telefónica Germany and all information that comes to its knowledge within the scope of the contractual relationship as confidential; it may only disclose these to third parties with the written consent of Telefónica Germany and only to the extent necessary for the fulfilment of the contract.

10.2 The supplier shall oblige its employees or third parties engaged to fulfil its obligations, such as consultants, to maintain confidentiality, if applicable also in accordance with data protection and/or telecommunications law. It shall not use work results for third parties even after the end of the contract.

10.3 The supplier may only refer to the business relationship with the prior consent and in consultation with Telefónica Germany.

10.4 The above obligations shall continue to apply beyond the term of the contract. If Telefónica and the supplier have additionally entered into a confidentiality agreement, this shall take precedence.

11.0 LIABILITY AND INSURANCE

11.1 The supplier shall be liable for breaches of duty in accordance with the statutory provisions.

11.2 The supplier shall ensure adequate insurance cover, including transport insurance, which shall be verified on request.

12.0 MISCELLANEOUS

12.1 Insofar as these Purchasing Terms and Conditions do not provide for any provisions; the statutory provisions shall apply.

12.2 The supplier may only award subcontracts for the fulfilment of a contract with the written consent of Telefónica Germany. The supplier shall be liable for breach of duty by its subcontractors in the same way as for its own faults.

12.3 The supplier agrees that all data required for the execution of the contract, including the offer data, will be stored centrally by Telefónica Germany and, if necessary, processed by other affiliated companies.

12.4 The supplier is responsible for complying with occupational health and safety regulations, VDE regulations, radiation protection regulations and generally accepted safety and occupational health rules in connection with the provision of services; it shall follow instructions from Telefónica Germany within Telefónica Germany's sphere of influence.

12.5 Unless otherwise agreed, the place of performance is Munich, Georg-Brauchle-Ring 50.

12.6 The law of the Federal Republic of Germany shall apply, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

12.7 The exclusive place of jurisdiction is Munich.