

1.0 SCOPE OF APPLICATION

1.1 As far as purchase orders made by any company of the Telefónica Germany Group (hereinafter "Telefónica Germany") for goods, works, work supplies or services (subject-matter of agreement) are concerned, the present "Purchasing Terms and Conditions" and any contractual terms and conditions and documents explicitly referenced herein and/or in the purchase order (together hereafter "Terms and Conditions") shall apply exclusively, if reference is made to them.

Telefónica Germany Group shall mean any affiliated company (according to §§ 15 et seq. German Stock Corporation Act ("Aktiengesetz")) of Telefónica Deutschland Holding AG.

1.2 Divergent, conflicting or supplementary terms and conditions of supplier will only become part of the contract if and insofar as Telefónica Germany has expressly agreed to their validity in writing. This approval requirement applies in any case, even if Telefónica Germany does not expressly dispute their application or, with knowledge of such terms and conditions, accepts deliveries without reservation.

1.3 Supplier's or any third party's terms and conditions shall also not be deemed to have been accepted even if Telefónica Germany either takes reference to any documents of the supplier including or referencing such terms and conditions or undisputedly accepts delivery by Supplier under reference to such terms and conditions.

2.0 PARTS OF THE CONTRACT AND ORDER OF PRECEDENCE

The following documents, as provided on Telefónica's electronic ordering platform or made available upon request from Telefónica Germany, shall form an integral part of the contract, they shall in case of conflict have the order of precedence in which they are listed below:

- Purchase Orders in accordance with section 3 below
- Purchasing Terms and Conditions
- Information Security document
- Supply Chain Responsibility document
- annexes and policies included or referenced
- technical specifications
- "MCT.NI.003 General Conditions for the Supply of Goods Oct2016" and "MCT.NI.004 General Conditions for providing services October2016", provided that any reference therein to Telefónica S.A. shall be considered a reference to Telefónica Germany instead and any reference to the laws of a country other than the Federal Republic of Germany shall not apply

The above order of precedence shall not apply with regard to the documents relating to the processing of personal data (e.g. "Rahmenvertrag über die Verarbeitung personenbezogener Daten im Auftrag gemäß § 11 BDSG (R-ADV)", "Agreement on Commissioned Processing of Personal Data according to Sec. 11 BDSG (CDPA)") and their annexes and appendices, which shall prevail in any case concerning personal data.

3.0 PURCHASE ORDER

Purchase orders shall only be binding if made in writing including purchase number or in an electronic format using Telefónica's electronic ordering platform. (Ancillary) verbal agreements shall only take effect if confirmed in writing by Telefónica Germany.

4.0 PRICES

4.1 The agreed prices are fixed net prices on the basis of DDP (Delivery Duty Paid) ICC Incoterm 2010 unless otherwise explicitly agreed.

4.2 Telefónica Germany shall only assume travelling expenses that may be incurred, if applicable, provided Telefónica Germany's prior written approval.

5.0 PERFORMANCE OBLIGATION

5.1 The supplier shall render the performance/provide the delivery free of defects in accordance with DDP (Incoterms 2010) as per the delivery date and at the place of performance set out in the purchase order. Telefónica Germany shall report any defects it may notice within two weeks of discovery.

5.2 The subject-matter of agreement may be seen from the purchase order. Partial, advance, excess or short delivery may only be effected subject to Telefónica Germany's prior approval.

5.3 It shall be the responsibility of the supplier to comply with all applicable statutory regulations and provisions in their current version, including but not limited to the Electrical and Electronic Equipment Act (ElektroG), Verordnung zur Beschränkung der Verwendung gefährlicher Stoffe in Elektro- und Elektronikgeräten (ElektroStoffVO), Gesetz über Funkanlagen und Telekommunikationsend-einrichtungen (FTEG), Verordnung über die Vermeidung und Verwertung von Verpackungsabfällen (Verpackungsverordnung – VerpackV) and any EU law relating thereto, CE conformity, DIN, ISO or EN standards.

5.4 The supplier will 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 in particular, on the shipping documents to be enclosed. The supplier shall accept free of charge return delivery of packaging.

5.5 The supplier will deliver spare parts and accessories subject to reasonable terms and conditions for five years following delivery as a minimum. The supplier shall give Telefónica Germany adequate advance notice of any parts to be phased out or end of life and point out the last order options.

6.0 INSPECTION AND PASSAGE OF RISK AND TITLE

6.1 Telefónica Germany will inspect, on a random basis, the deliverables upon receipt for identity, quantity of packaging units as well as damage to packaging. Sales packaging will only be examined without opening the packaging. Telefónica Germany shall provide notice of defect without undue delay upon discovery, in any case at the latest within 3 working days upon delivery.

6.2 Risk and title shall pass to Telefónica Germany upon contractual delivery at the place of performance and in case of works upon successful acceptance.

7.0 DELAY AND COMPLETENESS

7.1 The dates or terms of delivery stated in the purchase order are binding. The date relevant for determining whether performance was rendered in due time is the date of receipt or completion at the place of performance and in accordance with the

agreed terms. If the respective services or works are subject to an acceptance, the relevant date is the date of provision at the place of performance in a condition ready for acceptance.

7.2 Notwithstanding any other statutory rights, the supplier shall pay to Telefónica Germany in case of default a contractual penalty totalling 0.5% of the order value for every week (in full or in part), up to a maximum of 5% of the order value, unless the supplier may not be held accountable for the delay. If additional claims for damages are asserted by Telefónica Germany, any contractual penalty that may already have been paid shall be offset against such claims.

7.3 In the case of default, any acceptance of the performance is granted under a caveat with regard to any assertion of already realized contractual penalties, without this having to be explicitly declared at the time of performance. The assertion may be declared in any case at the latest before the expiration of the payment period for the respective performance. Section 341 par. 3 German Civil Code (BGB) shall be excluded in this regard.

8.0 WARRANTY

8.1 Telefónica Germany shall be entitled without limitations to statutory warranty claims on the grounds of defects. The supplier shall warrant the absence of defects in the shipment/performance for 24 months from acceptance or delivery-taking by Telefónica Germany unless a longer period is specified in the order or applies under applicable law.

8.2 Should any defects occur during the warranty period, Telefónica Germany may at its discretion either request such defects to be eliminated by the supplier at his expense or a subsequent performance in line with the contract be rendered by making a repeat delivery. If the supplier fails to remedy the reported defects within a reasonable time requested by Telefónica Germany, Telefónica Germany shall be entitled to assert its statutory warranty rights.

9.0 INVOICING / PAYMENT

9.1 If not expressly agreed otherwise in the individual contract, invoices must not be issued before the date of accepted performance, completion or delivery regarding the subject-matter of agreement. The invoice shall comprise the order number and the purchase order information.

9.2 If not expressly agreed otherwise in the individual contract, Telefónica Germany shall effect payment within 90 days for services or 180 days for goods, works and work supplies incl. software, net from the date of receipt of an invoice that is due.

10.0 THIRD-PARTY PROPRIETARY RIGHTS

10.1 The supplier guarantees that the performance rendered to Telefónica Germany is not encumbered with copyrights, ancillary copyrights or any other third-party rights and that Telefónica Germany shall be granted an exclusive, unlimited and free legal position.

10.2 The supplier shall fully indemnify Telefónica Germany against any third-party claims whatsoever, including the costs of assertion of legal rights. This also applies to the claim under section 32 a II Copyright Law (UrhG).

10.3 In case of an (alleged) infringement, the supplier shall at Telefónica Germany's request promptly and gratuitously obtain the right to continuously use and replace or modify the subject-matter of agreement in such a way that no infringement exists any more while at the same time ensuring conformity with the contract.

11.0 CONFIDENTIALITY, PROMOTION

11.1 The supplier shall treat with confidence Telefónica Germany's purchase order and any commercial and technical details he becomes aware of relating to it or on the occasion of its contractual performance; the supplier may only make such details accessible to third parties subject to Telefónica Germany's prior written consent and only to the extent required for performing the contract.

11.2 The supplier shall impose upon his staff or vicarious agents commissioned with performance of his obligations on his behalf, such as consultants, secrecy obligations such as under the data secrecy or telecommunications law. The supplier undertakes to refrain from using the work results for third parties even after the contract has ended.

11.3 The supplier may only disclose the business relationship subject to Telefónica Germany's prior consent.

12.0 LIABILITY AND INSURANCE

12.1 The supplier's liability shall be governed by statutory provisions. The supplier, in particular, shall not have a right to limit his liability for slight negligence, obligations which are not of the essence of the contract or damage not typical for the contract or not foreseeable.

12.2 The supplier shall safeguard adequate insurance cover, i. a. transport insurance, verifiable at request.

13.0 MISCELLANEOUS

13.1 The statutory provisions shall apply if no provision to that effect is included in the Terms and Conditions.

13.2 The supplier may only sub-contract the contractual performance subject to Telefónica Germany's prior written consent.

13.3 The supplier agrees to have Telefónica Germany centrally store any data required for the performance of the contract including quote details. Such centrally stored data and details shall, if applicable, be processed by other affiliated undertakings.

13.4 It shall be the responsibility of the supplier to observe the industrial safety regulations, VDE standards, radiation protection regulations as well as generally acknowledged safety-, security- and health-regulations; the supplier agrees to be bound by the instructions given by Telefónica Germany within Telefónica Germany's sphere of influence.

13.5 In case of doubt, Germany, Munich, Georg-Brauchle-Ring 23-25 shall be the place of performance.

13.6 The laws of the Federal Republic of Germany shall apply without regard to principles of conflicts of laws or the UN Sales Convention (CISG).

13.7 Munich shall be the exclusive place of jurisdiction.