

## § 1 Scope of supply and services

- 1.1 **Buying conditions.** We don't recognize any buying conditions of the purchaser and only sell to our conditions at all times. Any other general terms and conditions shall not be applicable, even if they were not rejected explicitly in any individual case.
- 1.2 **Offers, contracts.** Our offers are always provisional and unbinding. Deals and other agreements, in particular to the extent that the deviate from our terms and conditions, only become legally binding through our written order confirmation.
- 1.3 **Model modifications.** In the event that the business relates to deliveries or services that are subject to technical advances, the Supplier shall [...] be entitled to deliver the relevant state-of-the-art model. In this case the customer can only withdraw from the contract if its interest in delivery is demonstrably voided as a result of the change.
- 1.4 **Assured characteristics.** The information in our publication, such as brochures, type lists, catalogs, data sheets and other advertising, in specifications, requirement specifications and other technical terms of delivery, in certificates (e.g. Certificate of Compliance) and other such forms contains no guarantee of quality and durability within the meaning of section 459 of the German Civil Code (BGB). Assured characteristics require written confirmation by the management in order to become valid. They have to be expressly described as such and will limit our liability for consequential damages to a maximum amount.
- 1.5 **Reliability statement.** Our reliability statements (length of life, MTBF, long-term stability, etc.) are statistically calculated mean values, made to the best of our knowledge with the intent to help the purchaser, which, in individual cases, may not be met or may be exceeded
- 1.6 **Samples.** Any samples of the products distributed by us shall be regarded as a pilot sample from which no warranty whatsoever can be derived. They shall not be regarded as a specimen within the meaning of section 494 of the German Civil Code (BGB). Consider any tolerances when using the sample.
- 1.7 **Quantity deviations.** Depending on the type of the product we explicitly reserve the right to perform an excess or a short delivery in terms of piece numbers of up to 10%.
- 1.8 **Part delivery.** Every part delivery is considered an independent transaction.
- 1.9 **Compensation claims.** In case the purchaser does not fulfil set obligations, the supplier is entitled to a claim for compensation.

## § 2 Prices

- 2.1 **Pricing, VAT.** Our prices are without obligation and quoted ex works without packaging and exclusive of value-added tax, which will be charged at the rate applicable at the time of delivery separately.
- 2.2 **Cost price.** The determination of cost prices occurs based on the cost situation during the time of the respective delivery.

## § 3 Reservation of ownership

- 3.1 **Extended claim of ownership.** Should goods which are subject to reservation of proprietary rights be processed, converted, inseparably compounded or joined with any other items that are not our property, we will obtain joint ownership of the new item. In the event of sale of the reserved goods after processing or combination with other goods not belonging to us, the receivables shall be assigned in the amount of the invoice for our reserved goods.
- 3.2 **Fortune degradation.** In the case of a material deterioration of the financial circumstances of our customer (article 4.2), we are entitled to prohibit the resale and/or further processing of reserved goods and demand their return on the purchaser's expense.
- 3.3 **Withdrawal.** The reclamation of conditional goods is not deemed to be a withdrawal from the contract.

## § 4 Terms of payment

- 4.1 **Advance payment.** We reserve the right to deliver against advance payment or cash on delivery.
- 4.2 **Trade credit insurance.** For net values above € 1000,-, we reserve the right to call in our trade credit insurance. Received unfavorable information may cause us only to deliver against advance payment or cash on delivery, notwithstanding the terms of payment.
- 4.3 **Maturity, default interest.** Unless otherwise agreed, our invoices are payable to the full amount 14 days after invoicing without discount. In case of delay in payment we are entitled to claim interest for late payment at the amount of 2% above the respective discount rate of the German Central Bank, but at least at the amount of 6%.
- 4.4 **Immediate maturity.** All our claims shall be due and payable immediately, regardless of the maturity date of any received and credited bills of exchange, if the terms of payment are not adhered to and if we become aware of circumstances which in our opinion are capable of impairing the buyer's creditworthiness (article 321 BGB).
- 4.5 **Cancellation.** In case of cancellation of an order not attributable to our fault, we are entitled to invoice to the customer all the costs we incurred or will incur, including commissions we have to pay.

## § 5 Liability for defects

- 5.1 **Warranty.** We only warrant that our delivered goods feature all characteristics described in our relevant standard documents (catalogues, data sheets etc.) or, if agreed upon, any specified features requested by the customer. The buyer shall be exclusively responsible for ensuring the suitability of the consignments and services for the purpose in each case even if we advise him in this respect. Samples are not representative for the scope of our granted warranty.
- 5.2 **Receipt inspections, complaints.** The provisions of article 199 HGB shall apply for the purchaser, regardless of whether he is considered a businessman in a legal sense. Accordingly, in order to pursue guarantee claims it is therefore obliged in particular to carry out an inspection and to promptly notify any defects or quantity variances contrary to the contract. The mere return of the goods shall not be deemed a notice of defects.
- 5.3 **Statistical inspection.** If we make delivery in batches which permit statistical inspection on receipt in accordance with the customary principles in this regard (AQL, DIN 40080), such inspection must be carried out unless the customer has carried out a full inspection.
- 5.4 **Warranty period.** In deviation to article IX (1) of the general conditions of delivery of the German electrical and electronic manufacturers' association (ZVEI), the warranty period for deliveries within Germany is 12 months, beginning at the date of delivery and 6 months for deliveries abroad, also starting on the delivery date. These periods shall not apply to wearing parts. Other warranty periods will require a written agreement.
- 5.5 **Failure-warranty.** If it is not possible to determine with reasonable effort, whether a product delivered by us failed as a consequence of circumstances which we are liable for, additionally to article IX mentioned above, the following shall apply: The purchaser has to send back the failed product immediately after the breakdown at his expenses without carrying out any manual interventions; we will then proceed with required repairs and maintenance work or deliver a replacement product; the return of the product will be at the customer's expense, too. During the first three months, the purchaser will only have to cover the shipment costs. Afterwards, the purchaser will also have to pay for the repair cost at an appropriate level.

## § 6 Commercial property rights

- 6.1 **Trademark right infringements.** If, under a patent or other industrial property right, a third party makes a justified claim with regard to our services or products, we will at our discretion either establish a license for the affected objects or replace them with objects which are not subject to protection. Should this not be possible for legal or technical reasons, or unreasonable from commercial points of view, then we shall take the goods in return for repayment of the purchase price. Further entitlements of the purchaser against us shall be excluded; article XI of the general conditions of delivery of the German electrical and electronic manufacturers' association (ZVEI) shall apply accordingly; article 434 BGB shall be excluded.
- 6.2 **Computer programs.** We reserve the exclusive right to reproduce and distribute the software programs we deliver. Reproduction by the customer shall be subject to our written consent.

## § 7 Place of jurisdiction

- 7.1 **Place of jurisdiction is Berlin.** However exceptionally, we shall also be entitled to take legal action against the customer in another jurisdiction, especially at the purchaser's domicile or registered office.
- 7.2 **Uniform sales law.** The application of the uniform law on the international sale of goods, annexed to the Hague Convention of 1 July 1964 governing the international purchase of movable objects shall be excluded.

## § 8 General provisions General provisions

- 8.1 **Ineffective provisions.** If one of the provisions of these terms and conditions and of additional agreements reached should be or become ineffective, this shall not affect the validity of the terms and conditions in other respects. The contracting parties are obliged to replace the ineffective provision by a provision which is similar in its economic outcome, as far as this is legally possible.
- 8.2 **Legal status.** The laws of the Federal Republic of Germany shall apply to this contractual to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 8.3 **Customer data.** For the purpose of processing, customer data will be stored in automatic procedures.
- 8.4 **Waste electrical and electronic equipment** that was placed on the market after 13 August 2005, has to be disposed by the owner in accordance to the legal provisions in force. The costs for the ecologically beneficial disposal of all products shall be borne by the customer. Other modalities regarding the disposal and its financing require a written agreement.

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