

1. General

The following Terms and Conditions of Sale and Delivery apply with respect to all of our offers, deliveries and services, including information and consulting provided to contractors. Our Terms and Conditions of Sale and Delivery also apply with respect to all future business relationships between the customer and ourselves, even if we do not expressly refer to them upon conclusion of a given contract. The version of these Terms and Conditions in effect at the time of conclusion of the contract is applicable, and will be sent to the customer upon request. No other terms and conditions will apply except these, even if we have not expressly objected to such other terms and conditions.

2. Offer and conclusion of the contract

Our offers are non-binding and subject to change without notice. Declarations of acceptance and all orders must be confirmed by us in writing by mail, fax or email in order to be legally effective.

Our sales employees are not authorised to enter into verbal side agreements or to give verbal assurances exceeding the terms of the written agreement.

Drawings, illustrations, measurements, weights or other performance data in brochures, circulars, price lists, other publications or in our offers and/or associated documents do not represent any guarantee of quality or any other warranties; but serve merely for purposes of product description. They are only approximately representative.

In case of special deliveries, variations from the order amount are permissible by $\pm 5\%$, if unavoidable for technical reasons and at minimum inconvenience to the customer.

We reserve the right to make changes to the construction, the choice of materials, the specifications and the design, even after order confirmations have been sent, provided that these changes constitute technical improvements and are not unreasonable for the customer.

The online presentation of our product range does not constitute a legally binding offer. It is merely an invitation to treat. For each individual order query, we will check and, if applicable, confirm the availability of the article.

The customer orders the desired goods by submitting the data on the fully completed online order form. The contract takes effect when we accept the customer's offer based on the submission of this data. Our acceptance declaration *vis-à-vis* the customer lies inherently in the delivery of the goods. An order confirmation by email serves solely as information for the customer that the order has been received and registered. It does not constitute any acceptance of a contract.

3. Duties of cooperation

The customer is obliged to provide all plans, drawings, substances and materials where necessary in due time. Otherwise we are entitled, after a reasonable grace period, to demand compensation for any delay and to terminate the contract and demand compensatory damages for non-performance pursuant to item 5.

4. Delivery and transfer of risk

Any delivery dates require written confirmation and are non-binding. All deliveries are subject to the provision of correct and timely delivery to us of supplies and raw materials. We are not liable for any delays in delivery and performance, even in case of bindingly agreed delivery dates and deadlines, due to *force majeure* or due to events that significantly impede delivery or render the delivery impossible, such as strikes, disruption of operations, official orders, materials procurement issues etc., even if these occur to our suppliers or their subcontractors.

All parts are deemed to be ordered individually, unless a written agreement to the contrary is reached.

Accepting the ordered goods is a primary obligation of the customer.

If we arrange the dispatch for the customer, the customer is obliged to bear all costs incurred in this connection. Freight and insurance arrangements are made strictly on behalf of and at the request of the customer. Standard dispatch methods will be used, without any responsibility for ensuring that the cheapest method of shipping is used, unless special instructions are received from the customer. Upon receipt of a damaged shipment, the customer is obliged, even if we bear the risk of transport, to obtain the necessary documentation as proof of the damage and to inform us of this in writing without delay. This shall apply analogously for the loss of goods during transportation.

The risk is transferred to the customer as soon as the consignment is handed over to the person executing the transportation, or as soon as it has left our warehouse or that of a subcontractor for shipping. If dispatch is delayed at the request of a customer, the risk will be transferred to the customer upon notification of readiness for dispatch. The same shall apply if we validly exercise rights of retention.

The customer shall bear the storage costs after the transfer of risk. If stored by us, then the storage costs shall amount to 5 % of the invoice amount of the delivery items to be stored per elapsed week. Both parties reserve the right to assert and prove additional or lower storage costs.

If storage by us is at the request of the customer (even without delay), then the storage costs in each case shall amount to 5 % of the invoice amount per elapsed calendar week, unless there is an express agreement to the contrary.

5. Prices and conditions of payment

Prices will be quoted in Euro. Prices are exclusive of value-added tax (VAT). All prices are ex works.

Packaging, freight, postage, shipping costs and insurance will be calculated separately at cost. If payments arrive, these are firstly applied to our receivables in compliance with Sec. 367 of the German Civil Code [*Bürgerliches Gesetzbuch*], then payments will be forwarded to fulfil the ordering party's liabilities *vis-à-vis* third parties (freight forwarding costs, insurance costs). Orders for which no fixed prices have been agreed, or orders that are part of a contract for the performance of a continuing obligation, will be charged at the prices in effect on the date of delivery.

In the event of increases in wage and materials costs between the delivery of the order and the placing of the order, or after the conclusion of the contract, we reserve the right to raise the prices in accordance with the cost increase.

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All our invoices are due immediately and without deduction.

We are not obliged to accept cheques or bills of exchange; however, if these are accepted, this is always only on account of payment. The same shall apply with respect to purchasing cards or credit cards.

At the contractor's option, delivery shall take place either against payment on delivery or advance transfer, unless otherwise agreed after a regular customer relationship has been set up.

Deliveries to foreign countries will only be made against payment in advance, unless other conditions of payment are agreed in writing, or unless a confirmation of cover has been issued by a factoring service provider.

In case of payment on delivery, the customer is obliged to have a receipt of payment issued by the transporter upon delivery and to retain this receipt. Upon request, the receipt must be presented to us, or a legible copy must be generated; in the event of default, the customer bears the burden of proof with respect to this payment.

Should we become aware of circumstances which call into question the creditworthiness of the customer, particularly if a cheque is not honoured or if the customer's payments cease, we are entitled to serve the entire remaining debt as due and to return the cheque. The same shall apply if the customer is in default of payment of other deliveries. In these cases we may also demand payment in advance and the provision of security.

Moreover, if we claim compensatory damages for non-performance, then damages will be assessed at 50% of the value of the goods without requiring any further assessment. The customer is free to prove to us that a lower amount of damages has been incurred.

The customer is only entitled to retention or set-off if the counterclaims are established as final and absolute or if they are acknowledged by us. However, the customer may assert rights of retention based on the same contractual relationship.

If the customer is in default of payment, he must pay the statutory default interest, subject to the enforcement of a higher amount of damages. A flat processing fee of EUR 10 will be due and payable for every collection letter.

6. Warranty

If a defect is due to chemical, physical or thermal factors, which are not customary and of which the customer did not advise us upon conclusion of the contract, then the warranty under the provisions of item 9 of these terms and conditions is excluded.

The goods must be inspected immediately upon arrival at their destination, and they must be handled with the due care of a prudent businessman. If the inspection is omitted, then any warranty commitment for defects in the goods is excluded, unless they are due to intent or gross negligence.

The customer must notify us of all identifiable defects after receipt of the goods, but no later than within 7 working days. The goods must remain in the condition in which they were found upon delivery.

Return consignments of delivered goods will not be accepted without our prior consent. Return shipments must be sent at no charge to our receiving station.

The customer's right to assert claims for defects shall become time-barred one month after written rejection by us of the notice of defects.

Any warranty claims are excluded with respect to the supply of used goods.

The warranty does not include any possibly accrued freight, travel and transport costs. The costs of repairs by third parties will only be accepted if this work is carried out with our written consent following proper written notification of defects.

7. Reservation of title

Until all receivables due to us from the customer now or in future for any reason whatsoever (including all current account balance claims) have been paid, the following securities will be granted to us, which we may release upon request at our option, if the value thereof effectively exceeds the value of the receivables by more than 20%.

The goods remain our property until all receivables have been paid in full. Processing or transformation will always be carried out on our behalf as the manufacturer, however, without any obligation for us. If our (co-)ownership expires through combination with other goods, it is hereby already agreed that the customer's (co-)ownership in the new object shall pass proportionately (i.e. to the invoice value) to us. The customer shall store our (co-)ownership property at no charge. Goods in which we are entitled to (co-)ownership will be described hereinafter as "goods subject to retention of title".

The customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business, provided the customer is not in default. Pledging or transfer of securities are not permitted. The receivables arising through resale or for any other legal reason (insurance, unlawful acts) in connection with the goods subject to retention of title (including all current account balance claims) are hereby assigned in their entirety by the customer to us as security. We revocably authorise the customer to collect the assigned receivables for our account on its own behalf. This authorisation to collect receivables can only be revoked if the customer is in default of payment. The customer is then obliged to inform us of the name, address and receivable amount of all persons to whom goods subject to retention of title were sold by him.

If there are third-party access to the goods subject to retention of title, particularly distraints, the customer will advise of our ownership and inform us of this without undue delay so that we can assert our ownership rights. If the third party is not in a position to reimburse us for the court costs or extrajudicial costs arising in this connection, then the customer will be liable for these.

If the customer acts in breach of contract - particularly in default - we are entitled to take back the goods subject to retention of title or, if necessary, to demand the assignment of the customer's obligation to return the goods *vis-à-vis* third parties. Our taking back or seizure of the goods subject to retention of title does not constitute any rescission of the contract.

8. Dangerous working materials

1. With respect to the delivery of repair and return devices, the customer agrees to strictly comply with the Hazardous Substance Ordinance – in the particular version in effect at any given time.

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2. In particular, for devices filled with hazardous working materials or having otherwise come into contact with such materials, the customer will appropriately package and label such devices, and expressly advise of the association with dangerous working materials in the written repair order and - if reasonable- enclose a safety data sheet as per Directive 91/155/EEC.
3. We can, at any time, unconditionally refuse to accept and repair the devices within the meaning of para. 2 with reference to the association with hazardous working materials, unless this is in regard to devices manufactured by us for which we are required to provide a warranty by law. Compensation claims of any kind towards us are excluded.
4. We expressly reserve all claims for compensatory damages due to non-compliance with the provisions on hazardous working materials.

9. Liability

All claims for damages against us and our performing and vicarious agents for any legal reason whatsoever are excluded, unless they are based on:

- breaches of cardinal obligations
- intent or gross negligence
- injury to life, body or health
- product liability

In each case the liability is limited to foreseeable damages. This is generally assessed according to the value of the delivery. Furthermore, the customer is obligated to obtain a suitable insurance.

10. Miscellaneous

Patent rights, copyrights and other protective rights embodied in the services provided shall not be assigned to the customer. The publication or other disclosure of the plans, cost proposals, price data, drawings, templates and other technical documentation generated by us shall require our prior written approval. The same shall apply to the reproduction or provision of access to these documents to third parties.

Unless otherwise expressly agreed in writing, customer-specific tools and equipment acquired by us to implement an order shall then remain our property even if we have charged the customer for costs thereof.

To the extent that we process data regarding transactions within our affiliated companies, the customer notes that this data is processed at a central location and consents to this. We expressly reserve the right to take out credit insurance for any transactions entered into with the customer, and in conjunction with this, to transfer the necessary customer data to the insurer and the customer notes and consents to this.

11. Final provisions

The place of performance for all mutual obligations under this Agreement is Hanover.

The exclusive venue and jurisdiction for all disputes arising under this Agreement - including for bills of exchange and check processes - is Hanover. If the purchaser has its residence or registered offices abroad, the seller can also take legal action at the locally competent court outside of Germany.

German law shall govern to the exclusion of the UN purchase law.