

General Terms and Conditions of Purchase of Elsner Elektronik GmbH

§ 1 Validity

(1) All deliveries, services and offers of our suppliers shall be made exclusively on the basis of these General Terms and Conditions of Purchase. These are an integral part of all contracts which we conclude with our suppliers for the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers to the principal, even if they are not separately agreed again.

(2) Terms and conditions of business of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of business of the supplier or a third party, this does not constitute an agreement to the validity of those terms and conditions of business.

§ 2 Orders and contracts

(1) Insofar as our offers do not expressly contain a binding period, we shall be bound by them for one week after the date of the offer. The receipt of the declaration of acceptance by us shall be decisive for timely acceptance.

(2) We are entitled to withdraw from the contract at any time by written declaration stating the reason if we are no longer able to use the ordered products in our business operations or are only able to use them at considerable expense due to circumstances for which the supplier is responsible and which occurred after the conclusion of the contract (such as, for example, the lack of compliance with legal requirements) or if the financial circumstances of the supplier deteriorate after the conclusion of the contract in such a way that delivery in accordance with the contract cannot be expected.

§ 3 Prices, terms of payment, invoice details

(1) The price stated in the order is binding.

(2) In the absence of any written agreement to the contrary, the price includes delivery and transport to the shipping address stated in the contract, including packaging.

(3) Insofar as the price does not include packaging according to the agreement made and the remuneration for the packaging - which is not only provided on loan - is not expressly determined, this is to be charged at the proven cost price. At our request, the supplier shall take back the packaging at its own expense.

(4) Unless otherwise agreed, we shall pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with a 3% discount or within 30 days net. The receipt of our transfer order at our bank shall be sufficient for the timeliness of the payments owed by us.

(5) All order confirmations, delivery documents and invoices must state our order number, the article number, delivery quantity and delivery address. If one or more of these details are missing and processing by us is delayed as a result in the course of our normal business, the payment periods specified in para. 4 shall be extended by the period of the delay.

(6) In the event of default in payment, we shall owe default interest in the amount of five percentage points above the base interest rate pursuant to § 247 BGB.

§ 4 Delivery time and delivery, transfer of risk

(1) The delivery time (delivery date or period) specified by us in the order or otherwise decisive according to these General Terms and Conditions of Purchase shall be binding. Early deliveries are not permitted.

(2) The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent according to which the delivery time cannot be met.

(3) If the day on which the delivery must be made at the latest can be determined on the basis of the contract, the supplier shall be in default on expiry of this day without this requiring a reminder from us.

(4) In the event of a delay in delivery, we shall be entitled to the statutory claims without limitation, whereby we shall only be entitled to exercise a right of withdrawal or assert claims for damages in lieu of performance after the fruitless expiry of a reasonable grace period.

(5) In the event of delays in delivery, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty in the amount of 0.5%, up to a maximum of 5%, of the respective order value for each commenced week of delay in delivery. The contractual penalty shall be offset against the damage caused by delay to be compensated by the supplier.

(6) The supplier is not entitled to make partial deliveries without our prior written consent.

(7) Even if shipment has been agreed, the risk shall only pass to us when the goods are handed over to us at the agreed destination.

§ 5 Safeguarding of ownership

(1) We reserve the title or copyright to orders placed by us, orders as well as drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without our express consent. He shall return these documents to us in full at our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier must be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.

(2) Tools and models which we make available to the supplier or which are manufactured for contractual purposes and are charged to us separately by the supplier shall remain our property or shall pass into our ownership. The supplier shall identify them as our property, store them carefully, protect them against damage of any kind to an appropriate extent and use them only for the purposes of the contract. In the absence of an agreement to the contrary, the contracting parties shall each bear half of the costs of their maintenance and repair. However, insofar as these costs are attributable to defects in the items manufactured by the supplier or to improper use on the part of the supplier, its employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify us immediately of any damage to these tools and models which is not merely insignificant. Upon request, he shall be obliged to return

them to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us.

(3) Retentions of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

§ 6 Warranty claims

(1) In the event of defects, we shall be entitled to the statutory claims without limitation. However, the warranty period shall be 24 months in derogation thereof.

(2) Deviations in quality and quantity shall be deemed to have been notified in good time if we notify the supplier of them within 7 working days of receipt of the goods by us. Hidden material defects shall be deemed to have been notified in good time if the supplier is notified within 14 working days of discovery.

(3) We do not waive warranty claims by accepting or approving samples or specimens submitted.

(4) Upon receipt of our written notification of defects by the supplier, the limitation period for warranty claims shall be suspended until the supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin again unless we had to assume from the supplier's conduct that the supplier did not consider itself obliged to undertake the measure but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

§ 7 Product liability

(1) The supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product supplied by him and shall be obliged to indemnify us against any liability resulting therefrom. If we are obliged to carry out a recall action towards third parties due to a defect in a product supplied by the supplier, the supplier shall bear all costs associated with the recall action.

(2) The supplier shall be obliged to maintain product liability insurance at its own expense with a sum insured of at least EUR 1,000,000, which, unless otherwise agreed in individual cases, need not cover the recall risk or punitive or similar damages. The supplier shall send us a copy of the liability policy at any time upon request.

§ 8 Industrial property rights

(1) The supplier warrants in accordance with paragraph 2 that the products delivered by him do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which he manufactures the products or has them manufactured.

(2) The supplier is obliged to indemnify us against all claims made against us by third parties due to the infringement of industrial property rights referred to in paragraph 1 and to reimburse us for all necessary expenses in connection with this claim. This shall not apply insofar as the supplier proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care.

(3) Our further legal claims due to defects of title of the products delivered to us remain unaffected.

§ 9 Spare parts

(1) The supplier is obliged to keep spare parts for the products delivered to us in stock for a period of at least 10 years after delivery.

(2) If the supplier intends to discontinue the production of spare parts for the products delivered to us, it shall notify us immediately after the decision on the discontinuation. This decision must - subject to para. 1 - be at least 9 months prior to the discontinuation of production.

§ 10 Secrecy

(1) The supplier is obliged to keep the terms and conditions of the order as well as all information and documents made available to him for this purpose (with the exception of publicly accessible information) secret for a period of 2 years after conclusion of the contract and to use them only for the execution of the order. He shall return them to us immediately upon request after completion of enquiries or after processing of orders.

(2) Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and may not exhibit delivery items manufactured for us.

(3) The supplier shall oblige its sub-suppliers in accordance with this § 10.

§ 11 Assignment

The supplier is not entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

§ 12 Compliance with laws

(1) In connection with the contractual relationship, the Supplier is obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.

(2) The supplier shall ensure that the products delivered by him comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. Upon request, he shall provide us with evidence of conformity by submitting suitable documents.

(3) The supplier shall make reasonable efforts to ensure that its sub-suppliers comply with the obligations incumbent on the supplier under this § 12.

§ 13 Place of Performance, Place of Jurisdiction, Applicable Law, Language

(1) The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of Elsner Elektronik GmbH.

(2) The contracts concluded between us and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention).

(3) The language of the contract is German. Therefore, the German version of these General Terms and Conditions shall prevail in the interpretation of the Terms and Conditions. The English/French/Italian/Spanish version is for information purposes only.