

General terms of delivery and payment of Hartmann Electronic GmbH, Stuttgart

1. General information – Applicability

For all contractual relationships between us and the buyer, the following conditions apply exclusively. We shall not recognise any terms and conditions conflicting with or deviating from these terms of delivery and payment unless their validity is expressly permitted by us in writing. Our terms of delivery and payment also apply if we implicitly carry out the deliveries to the purchaser with the knowledge of conditions of the buyer conflicting or deviating from our terms of delivery and payment.

2. Conclusion of contract/Offer documents/Property rights

- 2.1 Contracts shall only be concluded by our written or electronically transmitted order confirmation. Until then, our quotations, especially, but not limited to design, prices and deadlines, shall be subject to change unless they have been explicitly described as “binding”. Orders, quotations and quotation confirmations made verbally or by telephone, as well any change of the above-mentioned actions, must be confirmed in writing in order to become binding.
- 2.2 We retain the title to and copyright on cost proposals, drawings, drafts and other documents that we make available. They may only be made available to third parties with our prior written consent. All documents must be returned to us upon request.
- 2.3 In the case of the production of items according to the buyer's instructions, the buyer warrants that the products do not infringe the commercial property rights of third parties. If, by invoking any such property rights, third parties prohibit our actions, in particular the manufacture and delivery of such items, we are entitled, without being obliged to undertake further review of the legal situation, to immediately cease any further activities for the buyer, to cancel the contract and to demand compensation for damages incurred. The buyer also undertakes to immediately release us from all third-party claims asserted in connection therewith.

3. Delivery time/Scope of delivery

- 3.1 Delivery deadlines and delivery dates are always only approximate unless fixed delivery dates have been expressly agreed. They refer to the time point of shipping and are deemed as adhered to with the notification of readiness for shipment.
- 3.2 Delivery deadlines begin only when agreement has been reached on all details of the order, including the technical execution of the delivery item. If the buyer demands a modification after confirming the order and we accept the demand, the delivery deadline only commences with the confirmation of the last modification.
- 3.3 Delivery deadlines are extended - without prejudice to our rights from the delay by the buyer - by the period for which the buyer is at default regarding his obligations to us from this or other contracts (e.g. securities or payments). This applies to delivery dates accordingly.
- 3.4 Partial deliveries are permitted unless they constitute an undue burden on the buyer.
- 3.5 Cases of force majeure and other events beyond our control which appreciably impede delivery or make it impossible, such as operational or transport disruptions, difficulties in the procurement of raw materials or energy, labour disputes, official measures, military conflicts, delays on or in connection with the transport, as well as non-delivery by our suppliers, for whatever reason, shall release us from our obligations arising from the supply contract. This applies to hindrances of a temporary nature, although only for the duration of the hindrance plus a reasonable start-up period. Insofar as the buyer cannot be expected to accept the supply or service as a result of the delay, he may withdraw from the contract by means of an immediate written notification to us.
- 3.6 If we are late with delivery or delivery is impossible for whatever reason, the buyer is entitled to claim compensation for damages incurred only to the extent foreseeable and typical for faults of this type and this business field insofar as we are responsible for the causal circumstance and we have been unsuccessfully set a suitable time limit for supplementary performance or service if this time limit is not dispensable according to the circumstances.

4. Shipment and transfer of risk

- 4.1 The shipment of the goods is carried out ex-works of the supplier at the expense and risk of the buyer. In the absence of special agreements, the supplier is entitled to choose the carrier as well as the means of transportation. The risk shall pass over to the buyer when dispatched ex-works of the supplier, even when carriage paid delivery has been agreed.
- 4.2 If the shipment is delayed for reasons attributable to the buyer, the risk shall pass to the buyer at the time at which the goods are ready for shipment. The costs arising as a result of the delay (in particular with regard to storage costs) shall be borne by the buyer.

5. Warranty

- 5.1 The buyer must comply with his inspection and defect reporting duties in the sense of § 377 of the German Commercial Code to immediately inspect the delivered goods, even if samples were sent, with regard to quantity and freedom from defects and defects within 10 working days after receipt of the goods and to complain in writing stating the order number and the identification data of the respective items.
- 5.2 If the delivery item is defective, at our reasonable discretion, we are entitled to make subsequent performance in the form of remedying the defect or delivering a new product free from defects. Failure of subsequent performance or our refusal of supplementary performance due to excessive costs, the buyer may demand, at his option, to withdraw from the contract or reduce the purchase price.
- 5.3 We are liable in accordance with legal regulations, to the extent that the buyer has asserted claims for compensation resulting from intentional or gross negligence by our representatives or vicarious agents. Insofar as we are not accused of wilful breach of contract, the liability for claims for damages is limited to the foreseeable, typically occurring damage.
- 5.4 We are liable in accordance with statutory provisions insofar as we culpably infringe any essential contractual obligation; in this case however, the liability is limited to foreseeable and typically occurring damage.
- 5.5 Liability arising from culpable injury to life, body or health remains unaffected; this also applies to mandatory liability in accordance with the German Product Liability Act (Produkthaftungsgesetz).
- 5.6 Unless otherwise regulated in the foregoing provisions, any liability on our part is precluded.
- 5.7 If operating or maintenance instructions are not followed or parts are replaced that do not meet the original specifications, any warranty shall lapse. Wear parts are excluded from the warranty.
- 5.8 Claims of the buyer from assurance and warranty will lapse with the expiry of twelve (12) months, calculated from the transfer of risk.

6. Total liability

- 6.1 Any additional liability other than that provided for in clauses 5.1 to 5.8 – regardless of the legal nature of the claim asserted – is excluded. This applies in particular to damage claims for liabilities resulting from contract conclusion, due to other non fulfilment of commitments or legal claims for property damage according to § 823 of the German Civil Code (BGB).
- 6.2 The limitations of the buyer's claim pursuant to clause 6.1 also apply if, instead of a claim for compensation of the damages, the buyer demands the replacement of useless expenditure in lieu of the performance.
- 6.3 Insofar as our liability for damages is excluded or restricted, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

7. Product quality, exclusion of procurement risk and guarantees

- 7.1 We are only liable for the suitability of our goods for a particular purpose if this characteristic has been expressly assured. In terms of the characteristic of the goods, only the product description in the order confirmation, the system descriptions or our product information is deemed to have been agreed.
- 7.2 We do not assume any procurement risk or any other kind of guarantees, unless an explicit written agreement has been concluded with the buyer.

8. Prices and terms of payment

- 8.1 Unless otherwise stated in our order confirmation, our prices are quoted in EUROS plus the applicable VAT. The price is calculated at the registered office of the supplier. The prices apply to the scope of services and deliveries listed in our order confirmations. Additional or special services shall be charged for separately.

- 8.2 Unless otherwise agreed, our invoices are payable net cash within 30 days of the date of invoice.
- 8.3 If the due date for payment is exceeded and a warning is given, insofar as this is not dispensable, default interest according to § 288 Para. 2 of the German Civil Code (BGB) must be paid at a rate of 9% per annum above the base rate of interest applicable at the time.
- 8.4 If cheques or bills of exchange are not credited in due time by the drawee, all other claims due to us from the buyer also become due for immediate payment. Other existing payment terms expire. This also applies in the event that a claim is not paid when due.
- 8.5 A retention of payment or offset due to any existing counterclaims of the buyer is excluded, with the exception of undisputed claims or claims that have been recognised by declaratory judgement.
- 8.6 All claims against the buyer, regardless of the legal relationship on which they are based, are immediately due for payment if a situation arises in accordance with statutory provisions or contractual provisions which entitle us to withdraw from the contract.

9. Retention of title

- 9.1 The delivered goods remain our property until full payment of the purchase price and until the complete execution of all claims resulting from the business relationship (extended retention of title). The buyer is only entitled to dispose of the goods which are subject to the retention of ownership, in whatever form, within the normal course of business. On no account, however, may the goods be assigned to third parties as a security within the normal course of business.
- 9.2 In cases where goods are sold within the normal course of business, they shall be replaced by the paid sales price. The buyer hereby assigns all claims resulting from any sale to us. The buyer is authorised to collect these claims for as long as he continues to meet his payments to us. With regard to the extended reservation of title (advance transfer of the respective purchase price claim), transfer to third parties, especially to a credit institute, shall be regarded as contrary to the contract and thus inadmissible. We are entitled to examine the buyer's contractual documents at any time and to inform his customers of the assignment.
- 9.3 Where the buyer's claim for payment from the resale has been received in a current account, the buyer herewith also assigns his claim for payment from his customer from the current account to the supplier. The assignment is carried out to the amount that we charged him for the reserved goods sold on.
- 9.4 The buyer must advise us immediately of any attachments in respect of the goods, along with a copy of the enforcement notice and a statutory declaration that the attached goods are the goods supplied by us and that they are subject to the retention of ownership.
- 9.5 If the value of the securities exceeds the amount for this figure, in accordance with the above-mentioned rates for the open outstanding amounts insured through this, by more than 20% in the foreseeable term, the buyer is entitled to request from us the release of the securities insofar as the amount is exceeded.
- 9.6 The assertion of our rights under the retention of title does not have any effect on the buyer's contractual obligations. The value of the goods at the time of their return shall be applied only to the claim against the buyer due to us.
- 9.7 Processing or transformation of the reserved goods shall always be made for us as the manufacturer in accordance with § 950 of the German Civil Code (BGB) but without creating any obligations for us. The processed or transformed goods are regarded as reserved goods in terms of this agreement. In the case of processing or conversion by the customer with other items not belonging to us, we shall be given co-ownership of the new item in the proportion of the invoice values of the reserved goods to the invoice value of the other items involved and the processing or conversion value. The buyer shall hold the new item free of charge for us. If the reserved goods are mixed or joined with other objects and our title to said reserved goods lapses as a result (§§ 947, 948 of the German Civil Code (BGB)), the ownership or rental property rights of the buyer to the mixed or compound object in relation to the invoice value of our reserved goods goes to us to the amount of the invoice values of the other mixed or compound objects. The customer shall hold it on our behalf at no charge.

10. Right of withdrawal of the supplier

We are entitled to withdraw from the contract for the following reasons:

- 10.1 If acceptance prior to contract conclusion shows that the buyer is not creditworthy. Reasons for doubt about the creditworthiness of the buyer can include protested bills of exchange or cheques, the cessation of payment by the customer or unsuccessful enforcement action in respect of the buyer. It is not necessary that these are relations between the supplier and the buyer.
- 10.2 Where it becomes apparent that the buyer provided inaccurate information about his creditworthiness and this information is of considerable significance.
- 10.3 If the goods under our reservation of ownership are sold by ways other than through the buyer's normal course of business, in particular by transferring ownership by way of security or pledging the goods. Exceptions to this only exist where we have declared our consent to the sale in writing.

11. Place of performance / Jurisdiction / Data protection

- 11.1 The place of jurisdiction for all disputes arising from any business transaction between us and the buyer to which these terms and conditions apply, is, at our discretion, our place of business or the place of business of the buyer. For claims against us, the exclusive place of jurisdiction is the competent court in the District of Stuttgart. The place of performance for all obligations arising from the contractual relationship is the supplier's place of business.
- 11.2 The laws of the Federal Republic of Germany shall apply. The United Nations Convention dated 11 April 1980 (CISG) on Contracts for the International Sale of Goods does not apply.
- 11.3 If any provisions of these conditions are or become invalid, the validity of the other provisions shall not be affected. The relevant provisions of standard German contract law shall apply in place of the invalid provision.
- 11.4 In accordance with the provisions of the German Federal Data Protection Act (BDSG), we would provide information that our accounting is carried out via an EDP facility and, in this context, the data of your company required for transacting the agreements made with you are also stored and processed. These data come from our business relationships and can therefore be permissibly stored in accordance with the German Federal Data Protection Act (BDSG).