

## General Terms of Payment and Delivery

### I. No Sales to Consumers

- There will be no deliveries or contracts entered into in the course of our business relations, i.e. including all future contracts, with customers ("Verbraucher") within the meaning of section 13 of the German Civil Code or any equivalent provision. Any deliveries and contracts will only be entered into with entrepreneurs ("Unternehmer") within the meaning of section 14 of the German Civil Code.

### II. Scope of the General Terms of Payment and Delivery

- All deliveries and contracts entered into in the course of our business relations, i.e. including all future contracts, shall be governed exclusively by these General Terms of Payment and Delivery ("GT"). The customer (which term shall also mean the Distributor under any distribution arrangement between us and such a distributor) explicitly acknowledges these terms to be binding for both the current contract and all future contracts, even if the order form or contract includes a reference to the customer's (or its customer's) own terms of business and claims priority for the same. Neither our silence nor our performance of contract shall be deemed to imply consent to the customer's terms of business. Any deviations from the GT required in the single case are only binding if confirmed by us in writing. Should any term of the GT be invalid, the validity of the remaining terms shall not be affected.
- Unless agreed otherwise herein and in the absence of any additional terms, the "General Terms of Delivery for Products and Services of the Electronic Industry" ("Allgemeine Lieferbedingungen für Erzeugnisse und Leistungen der Elektroindustrie") applicable at the time of order shall apply. In case of any conflict between the GT and the General Terms of Delivery for Products and Services of the Electronic Industry, the GT will prevail.

### III. Acceptance of Contract and Scope of Obligations

- Subject to section XII. below, a contract is effectively concluded only upon our written confirmation of the order received; at the latest, however, at acceptance of the goods or services by customer. Our written order confirmation shall govern the scope and content of the contract.
- Any information provided - before an order is given - on the scope, dimensions, weights, materials, appearance and performance of the goods serves as a reference only and shall not constitute a promise of certain features. To be legally binding, any promise of certain features must be included explicitly under a validly concluded contract between us and the customer.
- The customer shall be responsible for compliance with the statutory and official regulations governing the use of our goods by itself or its customers including end users.

### IV. Prices; Terms of Payment; Default; Set-Off; Right of Retention

- Our prices are those specified in the order confirmation plus value-added tax applicable on the date of delivery.
- Prices are delivery ex works (Incoterms 2010) excluding especially packing and carriage. If return of the packaging has been agreed, the Customer shall return the packaging DDP (Incoterms 2010) to us.
- Payments shall be remitted 30 days net, without any charge on us.
- Payment in cash - accepted only at our discretion - shall be accepted only on account of performance ("erfüllungshalber"), without cash deduction, charge or other cost for us. Checks shall likewise be accepted only on account of performance.
- Credit notes shall only be used by the customer to set off its claims against ours when so issued explicitly.
- If the price due under a contract is not paid on time, all claims outstanding against the customer on that date shall become due for payment immediately.
- If, after issuing our order confirmation, we learn of circumstances affecting the customer's financial situation which cast doubt on its smooth financial performance of a contract, we shall be entitled to demand immediate payment or the return of the goods delivered as well as cash in advance for all future deliveries.
- In the event of a default on payment, the customer shall not only pay interest on the arrears but shall also bear any damages resulting from default, including the costs for reminder notices and collection charges.
- The customer shall not set off counterclaims unless these are uncontested or established by final enforceable judgment/arbitration award. The customer may exercise a right of retention with regard to our claims only if based on claims from the same contractual relationship which are uncontested or established by final enforceable judgment/arbitration award.

### V. Delivery Time; Force Majeure; Early or Partial Deliveries; Alterations

- Delivery times (deadlines or periods) must be confirmed in writing to be binding. Delivery times start with the day of order confirmation, however, not before all details of the order have been clarified and not before timely fulfillment of the customer's contractual duties. Such delivery times are met if we have given timely notice that goods are ready for shipment.
- Force majeure (which shall include strikes as well as other events deemed as force majeure according to international practice) resulting in our inability to deliver through no fault of our own (including incorrect or untimely self-deliver) shall result in an extension of the delivery time in question for as long as the said circumstance prevails. We shall be released from our obligation to deliver if a delivery becomes unreasonable due to these circumstances.
- In case of framework agreements, our obligation to deliver shall expire at the earlier of (i) twelve months (if nothing else has been agreed) or (ii) if the customer fails to place call orders at regular intervals and quantities. Alternatively, we can opt to continue such framework agreement and demand the customer's acceptance of the goods or damages for non-performance.
- Early or partial deliveries are admissible unless unreasonable to customer.
- Any alterations submitted after order confirmation shall invalidate the delivery deadline or period originally agreed unless accepted by us again in writing.

### VI. Dispatch; Insurance; Packing

The goods shall, at the customer's request, be dispatched at our choice either by post or by a forwarder selected by us. We shall insure our goods until destination at the customer's expense. Packing shall be invoiced at cost price. Deliveries shall be effected at the customer's expense and risk, even if carriage-paid terms have been agreed.

### VII. Warranty

If the goods or services are defective at the time of passing of risk, we shall be liable as follows:

- Any defects (including deviations in quantity) shall be reported in writing without undue delay, in case of apparent defects upon receipt of the goods, but no later than within three working days, and in case of non-apparent defects no later than within three working days of their discovery. Incoming inspection shall include at least random testing. If the customer fails to report defects in time, the defective goods shall be deemed to have been accepted. The same shall apply if the customer does not permit a thorough examination of the defect after being called upon to do so by us. We shall provide technical advice to the best of our knowledge and ability. This advice shall however not create any legal liabilities on our side, and shall not exempt the customer from its obligation to perform its own inspections and experiments.
- If customer gives timely notice of a defect, customer may, at our option, claim subsequent performance, that is, removal of defects free of charge or supply of an item free from defect. We may refuse subsequent performance if it necessarily involves disproportionate costs. Subsequent performance will occur at the place of original delivery; we will not bear any assembly and disassembly or return costs within the scope of subsequent performance. The customer shall provide us with the opportunity and required time to carry out subsequent performance. If the customer fails to provide so, we are discharged from warranty and liability for the defect. All parts replaced will become, at our option, either our property or shall be disposed of by customer.
- If subsequent performance fails, customer may at its option rescind the contract or reduce the price. Subsequent performance may be deemed failed only after a minimum of three unsuccessful attempts.
- Customer is entitled to perform repair or replacement itself or have it performed by a third party and demand reimbursement of reasonable costs incurred only in urgent situations where the safety of the customer's operations is at risk or where there is a risk of disproportionate

damage, and in either case provided that the customer has notified us without delay and we have provided our prior written consent.

- Claims based on defects will lapse within 3 years from delivery under a contract between us and the customer. In case of repair or replacement, the limitation period for warranty claims for repaired or replaced goods is 12 months from the fulfillment of the repair or replacement or remains the original warranty period for the goods first delivered, whichever expires later.
- To the extent that goods delivered by third parties are used in our goods, our warranty shall be restricted to us assigning our warranty claims on said supplier to the customer, in which case we undertake to provide the customer with all information required to enforce these claims upon receipt of the customer's report of the fault in question. Any warranty going beyond this shall exist only to the extent that the customer is unable to enforce its claims on our supplier in court. Any products from suppliers which are not incorporated in our products shall be subject to the terms governing faults and delivery contained in the supplier's terms of delivery.
- There shall be no warranty or liability for damage caused by inappropriate or improper use, faulty assembly or commissioning by the customer or a third party, natural wear and tear, faulty or negligent handling, unsuitable expendables or replacement materials, faulty construction work, unsuitable site, chemical, electrochemical or electrical influences to the extent that we are not answerable for the same. If the faulty goods undergo further processing or handling, are mixed with products from a different source or if the customer or a third party which is not our supplier attempts to repair the goods, it shall be up to the customer to prove that the fault in question was already in existence upon the handing over of the goods delivered.
- Customer shall be entitled to claim damages for defects only where our liability is not excluded or limited pursuant to the following sections.

### VIII. Liability

- We shall be liable only for intent and gross negligence as well as for breach of a material obligation whose observance is vital for performance of the contract and on which customer may reasonably rely ("cardinal obligation").
- We are not liable for our sub-suppliers because they do not act as our vicarious agents.
- In case of slightly negligent breach of a cardinal obligation, our liability shall be limited to typical damages foreseeable at the time of formation of contract.
- We shall not be liable for slightly negligent breach of collateral duties other than cardinal obligations.
- In case of initial impossibility we shall be liable only if we knew of such impediment to performance, or if lack of knowledge thereof is due to gross negligence or if such initial impossibility means a breach of cardinal obligation.
- Where our liability is excluded or limited, the liability for fault of legal representatives and vicarious agents shall be limited or excluded as well, as the case may be.
- The exclusion of liability set forth above shall not apply to fraudulent concealment of defects or to the assumption of a guarantee of quality, to liability under product liability law and bodily injury (injury to life, body or health). This shall not involve a change of the burden of proof to the disadvantage of customer.
- Damage claims of customer for which liability is limited pursuant to this section will become time-barred 3 years from delivery of the goods. This 3 year period will neither be interrupted nor start again in case the customer invokes a damage claim.

### IX. Reservation of Title

- We shall retain our title to the goods delivered pending the receipt of all payments ensuing from our contractual relations with the customer. This reservation of title shall also cover the customer's balance, to the extent that our claims on the customer are settled by current account.
- Our reclaiming of the goods delivered shall not constitute a cancellation of contract, to the extent that the terms of the law on payment by installments are not brought to bear, unless we submit an explicit declaration to the contrary. The attachment of the goods delivered shall always constitute a cancellation of contract. The customer shall notify us immediately of the attachment of the goods or similar intervention by a third party, thus enabling us to enforce our claims on the said third party. To the extent that the said third party is not in a position to reimburse the court costs or out-of-court expenses incurred by a law suit, the customer shall be liable for the said costs.
- The customer is entitled to sell the goods delivered in the course of its normal business operations. It hereby assigns to us any claims on the buyer or other third party accrued as a result of the sale of the goods in the amount of the invoice total (including value-added tax), irrespective of whether the goods delivered were sold before or after processing. The customer is empowered to collect these claims even after assigning the same. Our right to collect these claims ourselves is not affected by this, although we undertake not to collect the claims for as long as the customer duly meets its payment obligations and is not in default. If the customer is in default, we can require the customer to notify us of the claims assigned and to provide us with the name of the creditor and the necessary documents as well as informing the creditor (third party) of the assignment of claims.
- Any processing or transformation of the goods delivered by the customer shall always be undertaken on our behalf. If the goods delivered are combined with other goods not supplied by us, we shall acquire co-ownership of the new product in proportion to the value of the goods delivered in relation to the other goods in the said product at the time of its creation. Instead of handing over the new product, the customer shall safeguard our co-ownership of the same by keeping the said product on stock on our behalf. The new product created by the combination of our goods with other goods shall be subject to the same terms as the goods subject to a reservation of title.
- The customer shall assign to us any claims to collateral security to secure its claims on a third party after the goods delivered have been incorporated in real estate.
- We undertake to release the collateral security to which it is entitled at the customer's request to the extent that this collateral security exceeds the value of the outstanding claims by 20%.
- The customer consents to the registration of this reservation of title at the office responsible (notary public, court or the like), to the extent that the state laws provide for such a registration. If the law applicable at the place where the goods are situated does not recognize a retention of title, customer shall provide another equivalent safety.

### X. Export Declaration

The customer is allowed to sell all goods, software and technology purchased from us, for civil applications and end-users only. The sale for use in the following activities listed below is strictly forbidden unless approved and authorized by official governmental institution: For use in any military activities, for use in any nuclear explosive activity or unsafe guarded nuclear fuel-cycle activity and for use in any activities related to the development or production of chemical or biological weapons. It is also not permitted to sell or re-export the goods, software and technology to sensitive companies or persons or third countries which are subject to sales or export control under applicable international export- and customs regulations.

### XI. Place of Performance and Jurisdiction

- Our principal place of business shall be exclusive place of performance of all delivery and payment obligations, unless otherwise agreed.
- Our contractual relations shall be governed by the laws of the Federal Republic of Germany. Application of conflict of law provisions and of the UN Convention on Contracts on the International Sale of Goods (CISG) is excluded.
- Any disputes arising out of this contract shall be settled at the court at our place of business. We are entitled as claimant to also bring an action at any other legally competent court, or have such case finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The place of arbitration is Munich. The number of arbitrators is one (1) in case the amount that we claim or that the customer claims (without interest and arbitration or lawyers' fees) is equal to or below one hundred thousand Euros (EUR 100,000.-) and three (3) if said amount is higher. The language of the arbitral proceedings is English. The parties may also choose German as the language of the arbitral proceedings.

## **XII. Individual technical steps leading to the conclusion of a contract online**

1. The goods presented on the website, especially in the shopping cart, in brochures or presented in other forms do not represent a binding offer unless there is an individually prepared offer.
2. During the ordering process, the customer has the possibility to choose between different payment methods. In particular, the customer has the option of paying the purchase price by invoice, credit card or immediate bank transfer. Furthermore, the shipping costs will be displayed during the ordering process.
3. Where the customer chooses payment by invoice, the total price of the order including the shipping costs is due within 7 days after receipt of the invoice, and in case of payment by immediate bank transfer or credit card, upon conclusion of the contract. An advance payment made when ordering will be refunded if the contract is not concluded.
4. The GT applicable to the order will be displayed during the online ordering process. Before placing the order, the customer will be able to see all the conditions agreed upon in the event of the conclusion of the contract.
5. By placing an order online, the customer submits a legally binding offer. In particular, the customer makes a legally binding offer to purchase a product by entering the information requested and finally clicking on the button "Submit Order".
6. A contract is concluded when it is expressly accepted within a period of 5 business days (= working days from Monday to Friday in Germany; the day of receipt of the order is not counted) by declaration of acceptance in text form (e.g. e-mail, which can also be sent together with the confirmation of dispatch) or by delivery of the goods (conclusion of contract). If the offer is not accepted within 5 business days, this means that the offer is rejected. Any confirmation that an offer or any other communication has been successfully submitted or received is not an acceptance and does not lead to the conclusion of a contract.
7. Details of the order (including the text of the contract and the GT) are also contained in the order confirmation, which will be sent to the customer by e-mail upon receipt of an order. The customer is responsible for permanently saving or printing the order confirmation and the declaration of acceptance (or the delivery note in the case of acceptance by dispatch) so that the content of the contract is available to the customer in a permanent form. The customer can save the order confirmation and the declaration of acceptance as a basis for the conclusion of the contract by saving the e-mails containing the order confirmation and the declaration of acceptance.
8. After the customer has entered data during an online order, the customer will be directed to the next page by clicking the button "Next". On the final page of the order process, the customer will be provided with a complete overview of the products ordered and all the data entered. On this page, the customer has the possibility to check and change both the order and the customer data by clicking on the button "Back" and making the desired changes where appropriate.
9. The customer only makes a binding offer when sending the order by a statement of intent (by clicking the button "Submit Order").
10. The language of the contract is either English or German.
11. Online contracts are not subject to any codes of conduct.
12. This section XII only applies to contracts concluded online, in addition to the remaining sections of the GT. In case of any differences between this section XII and the remaining GT, the provisions of this section XII will prevail.

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