

General delivery and payment terms of Britze electronic GmbH

I. VALIDITY

1. These general delivery and payment terms apply to all - including future - contracts for deliveries and other services, including work and work delivery contracts. The buyer's purchasing conditions will not be accepted even if we do not expressly object to them again after receipt.
2. Our offers are non-binding. Verbal agreements and assurances made by our employees only become binding upon our written confirmation. This also applies to the waiver of this written form requirement.
3. "Customer" within the meaning of these conditions is also the "Person placing the purchase order" in the case of work and work delivery contracts.

II. PRICES

1. Prices are ex works or warehouse plus freight, packaging, insurance and statutory VAT.
2. If duties or other third-party costs included in the agreed price change later than four weeks after the conclusion of the contract, or if they arise for the first time, we are entitled to change the price accordingly.
3. We reserve the right to increase the agreed price for quantities not yet delivered if, due to a change in the raw material and/or economic situation, circumstances arise that make the manufacture and/or purchase of the product in question significantly more expensive than at the time the price was agreed. In this case, the customer can cancel the affected orders within four weeks of being notified of the price increase.
4. If goods are stored by us at the customer's request, the costs incurred for this are borne by the customer.

III. PAYMENT AND BILLING

1. Payment must be made within 30 days of the invoice being issued without any discount, unless another written agreement has been made with the buyer, in such a way that we can have the amount at our disposal on the due date. The buyer bears the costs of payment transactions. Britze only grants the buyer a right of retention and a right of set-off to the extent that his counterclaims are undisputed or legally established.
2. The buyer is in default without a reminder if he has exceeded the above payment deadline. In the event of default, we charge the statutory default interest according to Section 288 of the German Civil Code, unless we are entitled to higher interest for another legal reason. The assertion of further damages and other statutory rights due to default remains reserved.
3. If the buyer defaults on a significant amount of payment or does not pay a bill of exchange when it is due, or if other circumstances occur that indicate a significant deterioration in the buyer's financial situation after the contract has been concluded and that endanger our claim to payment, we are entitled to demand payment of all our claims based on the same legal relationship and to demand security and advance payment for outstanding deliveries and services from the business relationship, unless the buyer provides sufficient security.

IV. EXECUTION OF DELIVERIES, DELIVERY PERIODS AND DATES

1. Our delivery obligation is subject to correct and timely delivery by ourselves, unless the incorrect or delayed delivery is our fault.
2. Information on delivery times is approximate. Delivery periods begin on the date of our order confirmation and only apply if all details of the order are clarified in good time and all obligations of the buyer are fulfilled in good time, such as on time provision of plans, parts and/or materials, provision of all official certificates, provision of letters of credit and guarantees or payment of advance payments.
3. If the buyer bases his order on illustrations, drawings, dimension sketches, samples or the use of tools or gauges, he is liable for their accuracy and guarantees that these materials are free from third-party property rights. In this respect, he releases us from our liability to third parties upon first request.
4. Compliance with delivery periods and dates is determined by the time of availability at or dispatch from the factory. They are deemed to have been met upon notification of readiness for acceptance or dispatch if the goods cannot be accepted or dispatched on time through no fault of our own.
5. Events of force majeure entitle us to postpone delivery for the duration of the hindrance and a reasonable start-up time. This also applies if such events occur during an existing delay.

V. RESERVATION OF TITLE AND SECURITY RIGHTS

1. All goods delivered remain our property (reserved goods) until all claims have been settled, in particular the respective balance claims to which we are entitled within the scope of the business relationship, and the claims that are unilaterally established by the insolvency administrator by way of the choice of performance. This also applies to future and conditional claims, e.g. from acceptor bills of exchange, and also if payments are made on specifically designated claims.
2. The processing and treatment of the reserved goods is carried out for us as the manufacturer within the meaning of Section 950 of the German Civil Code (BGB), without binding us. The processed and treated goods are considered reserved goods within the meaning of No. 1. If the buyer processes, combines or mixes the reserved goods with other goods, we are entitled to joint ownership of the new item in proportion to the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership expires through combination or mixing, the buyer hereby transfers to us the ownership rights to the new inventory or item to which he is entitled to the amount of the invoice value of the reserved goods and stores them for us free of charge. Our co-ownership rights are considered reserved goods within the meaning of No. 1.
3. The buyer may only sell the reserved goods in the ordinary course of business under his normal business conditions and as long as he is not in default of payment to us, provided that the claims from the resale are transferred to us in accordance with Nos. 4 to 6. He is not entitled to any other disposal of the reserved goods.
4. The claims from the resale of the reserved goods are hereby assigned to us. They serve as security to the same extent as the reserved goods. If the reserved goods are sold by the buyer together with other goods not supplied by us, the claim from the resale is assigned to us in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used.
If goods in which we have co-ownership shares in accordance with No. 2 are sold, a portion corresponding to our co-ownership share is assigned to us. If the reserved goods are used by the buyer to fulfill a work or work delivery contract, the claim from the work or work delivery contract is assigned to us in advance to the same extent.
5. The buyer is entitled to collect claims from the resale. This collection authorization expires in the event of our revocation, but at the latest in the event of default in payment, non-payment of a bill of exchange or application for the opening of insolvency proceedings. We will only exercise our right of revocation if we become aware of

circumstances that result in a significant deterioration in the buyer's financial situation that endangers our claim to payment. At our request, the buyer is obliged to inform his customers immediately of the assignment to us and to give us the documents required for collection. An assignment of claims from the resale is not permitted unless it is an assignment by way of genuine factoring, which is reported to us and where the factoring proceeds exceed the value of our secured claim. When the factoring proceeds are credited, our claim becomes due immediately.

6. The buyer must inform us immediately of any seizure or other interference by third parties. The buyer bears all costs that must be incurred to lift the seizure or to return the reserved goods, unless they are reimbursed by third parties.

7. If the buyer defaults on payment or does not redeem a bill of exchange when it is due, we are entitled to take back the reserved goods and, if necessary, enter the buyer's business for this purpose. The same applies if other circumstances arise that indicate a significant deterioration in the buyer's financial situation and endanger our claim for payment. Taking back the goods does not constitute withdrawal from the contract. The provisions of the Insolvency Code remain unaffected.

8. If the invoice value of the existing securities exceeds the secured claims, including ancillary claims (interest, costs, etc.), by more than 50%, we are obliged to release securities of our choice at the buyer's request.

9. All rights, in particular copyrights to design documents produced by us, e.g. illustrations, drawings and plans, remain with us in any case and may only be used by third parties with our written consent.

10. We have the right to assign our claims against the buyer to third parties.

VI. ACCEPTANCE

1. If acceptance has been agreed, it can only take place on our factory premises, within a period of seven calendar days after notification of our readiness for acceptance.

2. If acceptance does not take place, is not carried out on time or is not carried out in full through no fault of our own, we are entitled to ship the goods without acceptance or to store them at the buyer's expense and risk and to charge the buyer for the costs.

3. All acceptance costs are borne by the buyer. The acceptance costs incurred by us are charged to him according to our current price list.

VII. SHIPPING, TRANSFER OF RISK, PACKAGING, PARTIAL DELIVERY, CONTINUOUS DELIVERY

1. Delivery takes place on our factory premises. All shipping takes place at the request, expense and risk of the buyer.

2. We determine the shipping route and means as well as the shipping company and carrier.

3. Goods reported as ready for shipment in accordance with the contract must be collected immediately. If the call-off is not made within seven calendar days of notification of our readiness for acceptance through no fault of our own, we are entitled to send the goods without call-off or to store them at the buyer's expense and risk and to charge the buyer for the costs.

4. If, through no fault of our own, transport by the intended route or to the intended location within the intended time becomes impossible, we are entitled to deliver by a different route or to a different location; the buyer will bear the additional costs incurred. The buyer will be given the opportunity to comment beforehand.

5. When the goods are handed over to a forwarding agent or freight carrier, but at the latest when they leave the delivery plant, the risk is transferred to the buyer, even if the goods are confiscated, for all transactions, including carriage paid and free house deliveries. We only provide insurance on the buyer's instructions and at the buyer's expense. The buyer bears the costs of unloading.
6. In our experience, we provide packaging, protective and/or transport aids at the buyer's expense. We do not cover the buyer's costs for return transport or for their own disposal of the packaging.
7. We are entitled to make partial deliveries to a reasonable extent. Over- and under-deliveries of the ordered quantity that are customary in the industry are permitted.
8. For contracts with continuous delivery, call-offs must be submitted to us; otherwise we are entitled to make the determinations ourselves at our reasonable discretion.
9. If the individual call-offs exceed the contractual quantity in total, we are entitled but not obliged to deliver the excess quantity. We can charge for the excess quantity at the prices valid at the time of the call-off or delivery.

VIII. RIGHTS AND OBLIGATIONS IN THE EVENT OF DEFECTS

1. Defects in the goods must be reported in writing upon acceptance or, if acceptance has not been agreed, immediately, at the latest within seven days of delivery. Defects that cannot be discovered even with the most careful inspection within this period must be reported in writing immediately after discovery, and at the latest before the end of the warranty period, with any processing or treatment being stopped immediately.
2. After the agreed acceptance of the goods by the buyer, complaints about defects that could have been identified during the agreed type of acceptance are excluded.
3. If the complaint about defects is justified and made within the deadline, we will take back the goods in question and deliver defect-free goods instead. Instead of a replacement delivery, we are entitled to repair the goods. If the replacement delivery or repair fails, the buyer can demand a reduction in the remuneration. The buyer is not entitled to withdraw from the contract due to a defect in the goods delivered.
4. If the buyer does not give us the opportunity to inspect the defect within two weeks of notification of the defect or does not make the goods in question or samples thereof available to us for collection within the same period upon our request, all warranty claims regarding the defect shall be void.
5. We may refuse to remedy a defect as long as the buyer is in default of payment. This does not apply if the buyer exercises his legal right of retention in a permissible manner.
6. We provide the same warranty for the repair and replacement delivery as for the original delivery or service.
7. The buyer's claims for damages, regardless of the legal basis, are excluded. Excluded from this are damages resulting from injury to life, body or health if we are responsible for the breach of duty, and other damages that are based on an intentional or grossly negligent breach of duty on our part. Also excluded from this is our liability in accordance with §§ 1 and 4 of the German Product Liability Act (Produkthaftungsgesetz).
8. Insofar as our liability is excluded or limited, this also applies to the liability of our senior management employees and vicarious agents.
9. All claims against us expire 12 months after acceptance or delivery, unless longer statutory limitation periods apply.

IX. PLACE OF PERFORMANCE, JURISDICTION AND APPLICABLE LAW

1. The place of performance for our deliveries is the Britze electronic GmbH premises.
2. The place of jurisdiction is Berlin, as far as permissible. However, we are also entitled to sue the buyer at his place of jurisdiction. The buyer must bear all fees, costs and expenses incurred in connection with any legal action against him outside of Germany that is legally successful.
3. The substantive law of the Federal Republic of Germany applies to all legal relationships between us and the buyer. The uniform UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.