

HEITEC AG

General Terms and Conditions of Sale and Delivery

1. Scope of application

- 1.1. The GCSO apply to deliveries of products and services ("Deliveries") of HEITEC AG Business Line Electronics, Dr.-Otto-Leich-Straße 16, 90542 Eckental, Germany ("HEITEC"), which are provided on the basis of a contract with an entrepreneur ("Customer").
- 1.2. Terms and conditions deviating from these GCSO shall not apply unless HEITEC has expressly agreed to the deviating terms and conditions.

2. Offer

- 2.1. HEITEC shall be bound by its offer for 45 calendar days, calculated from the date of the offer.
- 2.2. HEITEC shall invoice the Customer for any preliminary services provided by HEITEC at the Customer's request within the scope of an offer, even if no contract is concluded.
- 2.3. HEITEC reserves the property rights and copyrights to CAD files, design documents, sketches, illustrations, plans, diagrams, calculations, etc. ("Documents") belonging to the offer.
- 2.4. Information on the quality of HEITEC's deliveries is provided exclusively and conclusively in HEITEC's product information in the catalog: Electronic Packaging Systems ("EPS Catalog") and on the Internet at www.heitec.de/de/start ("Quality Specifications").

3. Documents and implementation changes

- 3.1. The Customer shall provide HEITEC with all necessary documents in good time.
- 3.2. The Customer is responsible for ensuring that the use and forwarding of the documents provided by it, irrespective of the carrier medium, does not infringe the rights of third parties. The Customer shall immediately indemnify HEITEC against any corresponding third-party claims.

4. Prices and payment terms

- 4.1. Prices are EXW (ex works) (HEITEC AG, Dr.-Otto-Leich-Straße 16, 90542 Eckental, Germany) Incoterms® 2010 ("place of performance"), plus packaging costs.
- 4.2. Prices are net prices in EUR, plus the statutory VAT applicable at the time of delivery without further deductions.
- 4.3. HEITEC will pack the delivery in the customary manner.
- 4.4. Shipping costs shall be borne by the customer. Transport insurance can be taken out separately at the customer's request and expense.
- 4.5. The minimum net order value is EUR 100.00. If the order value is less than EUR 100.00, we will charge a handling surcharge of EUR 50.00.
- 4.6. Partial deliveries by HEITEC are permissible insofar as they are reasonable for the Customer.

- 4.7. The transfer of risk to the customer shall take place when the deliveries are made available at the place of performance. This also applies to deliveries free domicile or in the event that the deliveries are dispatched or collected by the customer.

5. Payment Terms

- 5.1. Unless otherwise agreed, invoices are due for payment immediately and without deduction.
- 5.2. The Customer may only offset claims that are undisputed or have been legally established. This shall not apply in the case of claims of the Customer against HEITEC for the costs of remedying material defects arising from the contract.

6. Delivery time

- 6.1. Compliance with an agreed delivery time requires the timely receipt of the complete documents to be supplied by the customer, necessary approvals, release declarations and compliance with the terms of payment and other obligations by the customer. If these conditions are not fulfilled in good time, the delivery time shall be extended accordingly. This shall not apply if HEITEC is solely responsible for the delay.
- 6.2. If non-compliance with the agreed delivery time is due to events such as natural disasters, mobilization natural disasters, mobilization, war, acts of terrorism, virus and other attacks by third parties on HEITEC's IT system despite compliance with the necessary protective measures, riots, strikes, lockouts, obstacles due to German, US and other applicable national, EU or international regulations of foreign trade law, operational disruptions or interruptions, traffic difficulties or comparable events for which HEITEC is not responsible ("force majeure"), the delivery period shall be extended accordingly. If the Force Majeure events last longer than 60 calendar days, HEITEC or the Customer shall be entitled to withdraw from the contract in whole or in part without either party to the contract being entitled to claim damages from the other party. This shall also apply if the aforementioned events of force majeure occur at a time when HEITEC is in default.
- 6.3. If HEITEC is in default, the Customer may, provided it can credibly demonstrate that it has suffered a loss as a result, demand compensation for each completed calendar week of the delay of 0.5%, but no more than 5% in total, of the net price of that part of the deliveries which cannot be used by the Customer on time or in accordance with the contract as a result of the delay. The obligation to pay liquidated damages is subject to proof by the Customer that damage has occurred at all, but not of its amount. HEITEC shall be permitted to prove that the Customer has incurred less damage or no damage at all.
- 6.4. Claims of the customer for damages due to delayed deliveries or for damages in lieu of performance beyond the limits specified in 6.3 are excluded even after expiry of any delivery deadline set by the customer.
- 6.5. Further claims and legal remedies of the customer due to delay, in particular due to indirect or consequential damages, loss of profit or loss of production are excluded. This shall not apply to the extent that liability is mandatory due to intent, gross negligence on the part of owners, legal representatives or executives or due to culpable injury to life, limb or health.

- 6.6. The Customer may only rescind the contract if HEITEC is responsible for the delay in the deliveries and the Customer has set HEITEC a reasonable deadline for the provision of the deliveries after reaching the maximum compensation for delay under 6.3 and the deadline has expired without success. This does not imply a change in the burden of proof to the detriment of the Customer.
- 6.7. Upon request, the customer shall declare within a reasonable period of time whether it is withdrawing from the contract due to the delay in deliveries or insisting on the deliveries.

7. Reservation of self-delivery

- 7.1. If deliveries are not available because HEITEC has not been supplied by its own suppliers or HEITEC's stock of deliveries is exhausted, HEITEC shall be entitled to make deliveries of equivalent quality and price. If this is not possible for HEITEC, HEITEC may withdraw from the contract.

8. Warranty

- 8.1. The assignment of claims or other rights arising from the contract concluded with HEITEC is only permitted with HEITEC's written consent. This does not apply to monetary claims pursuant to Section 354a HGB.
- 8.2. The customer may only exercise a right of retention insofar as it relates to claims arising from the same contractual relationship.

9. Retention of title

- 9.1. HEITEC retains title to the delivery until the claims arising from the business relationship with the Customer have been satisfied in full ("Retained Goods"). The Customer may not damage, alter, remove or render unrecognizable the seals, type plates, serial numbers and other markings (e.g. CE markings, copyright notices) affixed by HEITEC.
- 9.2. If the value of the security interest to which we are entitled exceeds the amount of the secured claims by more than 20%, HEITEC shall release a corresponding portion of the security interest in the goods subject to retention of title at the Customer's request; HEITEC shall be entitled to choose between various security interests in the release.
- 9.3. The retention of title shall remain in force if individual claims of HEITEC against the Customer are included in a current account and the balance is drawn and recognized, unless the balance is settled.
- 9.4. In the event of breaches of duty by the Customer, in particular default in payment, HEITEC shall be entitled to demand the return of the delivery after setting a reasonable deadline, to withdraw from the contract and to take back the goods subject to retention of title; the Customer shall be obliged to return the goods subject to retention of title. The statutory provisions on the dispensability of setting a deadline remain unaffected.
- 9.5. In the event of breaches of duty by the Customer, in particular default in payment, the assertion of the retention of title and the associated repossession of the Retained Goods shall not require HEITEC to rescind the contract; these actions or a seizure of the Retained Goods shall not constitute a rescission of the contract unless HEITEC has expressly declared this.

- 9.6. The Customer is prohibited from pledging or assigning the goods subject to retention of title as security during the existence of the retention of title. The Customer shall notify HEITEC immediately in writing of any seizure, confiscation or other dispositions and interventions by third parties. If the Customer violates this obligation, it shall be liable to HEITEC for damages. If a legitimate interest is substantiated, the Customer must immediately provide HEITEC with the information required to assert our rights against the third party and hand over the necessary documents.
- 9.7. The customer shall be entitled to resell the delivery in the ordinary course of business on condition that the customer receives payment from its buyer or makes the reservation that title shall not pass to the buyer until the latter has fulfilled its payment obligations to the customer.
- 9.8. If the Customer resells the goods subject to retention of title, it hereby assigns to HEITEC by way of security its future claims against its purchasers arising from the resale, together with all ancillary rights, including any balance claims, without the need for any further special declarations. If the goods subject to retention of title are resold together with other items without an individual price having been agreed for the goods subject to retention of title, the Customer shall assign to HEITEC that part of the total price claim which corresponds to the price of the goods subject to retention of title invoiced by HEITEC. HEITEC hereby accepts the respective assignment. HEITEC's existing obligation to release goods in accordance with 9.2 shall remain unaffected.
- 9.9. The Customer is permitted to process the goods subject to retention of title or to mix or combine them with other items. The processing, mixing or combining of the delivery by the Customer shall always be carried out for HEITEC. The Customer shall store the resulting new item for us with the care of a prudent businessman. The new item shall be deemed to be reserved goods.
- 9.10. The Customer and HEITEC agree that in the event of combination or mixing with other items not belonging to HEITEC, HEITEC shall in any case be entitled to co-ownership of the new item in the amount of the share resulting from the ratio of the value of the combined or mixed reserved goods to the value of the other goods at the time of combination or mixing. In this respect, the new item is deemed to be reserved goods.
- 9.11. The provision on the assignment of claims under 9.8 also applies to the new item. However, the assignment shall only apply up to the amount corresponding to the value invoiced by HEITEC for the processed, combined or mixed goods subject to retention of title.
- 9.12. Until revoked, the customer is authorized to collect assigned claims from the resale. In the event of good cause, in particular in the event of default in payment, suspension of payment, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or impending insolvency/impending inability to pay on the part of the Customer, HEITEC shall be entitled to revoke the Customer's authorization to collect. In addition, HEITEC is entitled, after prior warning and subject to a reasonable period of notice, to disclose the assignment by way of security, to realize the assigned claims and to demand that the Customer disclose the assignment by way of security to the purchaser. This shall not affect HEITEC's existing obligation to release claims pursuant to 9.2.
- 9.13. If the Customer defaults on payment and this indicates a risk to the realizability of a not insignificant part of HEITEC's claim, HEITEC shall be entitled to prohibit further processing of the delivery, to retrieve the delivery and, if necessary, to enter the Customer's premises for this purpose. Retrieval shall not constitute withdrawal from the contract.

10. Right in the event of material defects

- 10.1. The delivery is defective (“material defect”) if it does not have the quality specifications (2.5) at the time of the transfer of risk (4.7). The properties not listed there are not the subject of our liability for material defects. In principle, it is the customer's own responsibility to check the suitability of the deliveries for the intended purpose.
- 10.2. There shall be no liability for a material defect in the event of only insignificant deviation from the quality specifications (2.5), only insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk (4.7) as a result of disregard of the instructions for use, incorrect or negligent handling, excessive use, unsuitable operating materials or due to special external influences which are not provided for in the contract. Color changes to plastic or assembly parts do not constitute a material defect.
- ... 10.3. The customer shall immediately give written notice of any material defect. The notification of defects shall include the communication of the data relating to the deliveries, in particular the transmission of the defect report by providing information on the conditions of use and environment and the last entries as well as the indication of identifiers and numbers (e.g. order number, invoice number).
- 10.4. HEITEC shall, at its discretion, either rectify a material defect (10.1) free of charge within the limitation period (10.6) or supply the Customer with a replacement (“subsequent performance”). The defective delivery shall be made available to HEITEC upon request. The defective delivery replaced by way of Subsequent Performance shall become the property of HEITEC. The Customer shall grant HEITEC the necessary and required time for subsequent performance. If the Customer does not grant HEITEC the opportunity for subsequent performance within a reasonable period of time, HEITEC shall be released from liability for material defects.
- 10.5. If subsequent performance is impossible or if subsequent performance fails, the customer may withdraw from the contract or reduce the purchase price, without prejudice to any claims for damages.
- 10.6. Claims for material defects shall become time-barred 12 months after the transfer of risk (4.7). This shall not apply if the law prescribes longer periods or in cases of injury to life, limb or health, in the event of intentional or grossly negligent breach of duty, fraudulent concealment of a defect or non-compliance with a guarantee of quality. The statutory provisions on suspension of expiry, suspension and recommencement of the time limits remain unaffected.
- ... 10.7. The limitation period for subsequent performance (10.4) is 6 months, starting from the end of the subsequent performance, if the limitation period pursuant to 10.6 expires earlier. The limitation period shall in any case end 18 months after the beginning of the limitation period specified in 10.4. Mandatory statutory limitation periods and longer limitation periods in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty and in the event of fraudulent concealment of a defect and non-compliance with a guarantee of quality shall remain unaffected by the start and end of the limitation periods.
- 10.8. Claims of the customer for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the delivery has subsequently been taken to a place other than the original place of performance (4.1).

- 10.9. The Customer's right of recourse against HEITEC exists only to the extent that the Customer has not reached an agreement with its customer that goes beyond the statutory claims for material defects. 10.7 applies accordingly to the scope of the Customer's right of recourse against HEITEC.
- 10.10. Claims for damages by the customer due to a material defect are excluded. The exclusion shall not apply in the event of fraudulent concealment of the material defect, non-compliance with a guarantee of quality, injury to life, limb or health and in the event of an intentional or grossly negligent breach of duty by HEITEC. A change in the burden of proof to the detriment of the Customer is not associated with the above provisions. Further claims of the Customer against HEITEC or claims other than those regulated in 10. due to a material defect are excluded. The Customer's right to withdraw from the contract or to reduce the price shall remain unaffected.

11. Infringement of property rights, other legal defects

- 11.1. In the event of any other defect of title, the provisions of 10 shall apply accordingly.
- 11.2. Claims for damages by the customer in the event of a defect of title are excluded. The exclusion shall not apply in the event of fraudulent concealment of the defect, non-compliance with a guarantee of quality, injury to life, limb or health and in the event of an intentional or grossly negligent breach of duty by HEITEC. The above provision does not imply a change in the burden of proof to the detriment of the Customer. Further claims of the Customer or claims other than those regulated in 11. due to a defect of title are excluded.
- 11.3. HEITEC shall make deliveries in Germany free of industrial property rights (e.g. patents, utility models, registered designs) and copyrights of third parties ("Property Rights"). If a third party raises justified claims against HEITEC's customers due to the infringement of Property Rights by the deliveries made by HEITEC and used by the Customer in accordance with the contract, HEITEC shall be liable within the period specified in 10.7 as follows:
- 11.4. HEITEC will, at its discretion and at HEITEC's expense, either obtain a right of use for the deliveries in question, modify them so that the property right is not infringed, or replace them. If this procedure is not possible under reasonable conditions, the Customer shall be entitled to the statutory rights of rescission or reduction. The provisions in 10.5 and 10.10 shall apply accordingly.
- 11.5. The prerequisite for the fulfillment of the aforementioned obligations is that the Customer immediately notifies HEITEC in writing of the claims asserted by the third party, does not acknowledge an infringement, and reserves the right to take defensive measures and conduct settlement negotiations. If the Customer ceases to use the Deliveries in order to minimize damages or for other important reasons, the Customer shall point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
- 11.6. Insofar as the Customer is responsible for the infringement of property rights, claims by the Customer against HEITEC are excluded.
- 11.7. Claims of the Customer against HEITEC are also excluded if the infringement of the property right is caused by special specifications of the Customer, by an application not foreseeable by HEITEC or by the fact that the deliveries are modified by the Customer or used together with deliveries not supplied by HEITEC.

12. Other claims for damages

- 12.1. Unless expressly agreed otherwise, claims for damages and reimbursement of expenses by the customer, irrespective of the legal grounds, in particular due to the breach of duties arising from the contractual obligation and from tort, are excluded.
- 12.2. HEITEC shall provide technical application or other advice to the best of its knowledge. This does not constitute any liability for compensation to the Customer. In particular, this shall not release the Customer from its obligation to test the deliveries for the intended use on its own responsibility. This shall also apply if HEITEC is aware of the Customer's intended use.
- 12.3. 12.1 and 12.2 shall not apply in cases of mandatory liability under the Product Liability Act, in cases of intent, gross negligence on the part of owners, legal representatives or executives, in cases of fraudulent intent, non-compliance with an assumed guarantee, culpable injury to life, limb or health, or culpable breach of material contractual obligations.
- 12.4. The claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless an event according to 12.3 exists.
- 12.5. Insofar as HEITEC's liability is excluded or limited in accordance with 12. above, this shall also apply to the personal liability of our employees, workers, staff and other vicarious agents, but not to the personal liability of legal representatives and executives.
- 12.6. A change in the burden of proof to the detriment of the customer is not associated with the provisions in 12.

13. Impossibility of contract adjustment

- 13.1. If delivery is impossible for HEITEC, the Customer shall be entitled to claim damages, unless HEITEC is not responsible for the impossibility. The Customer's claim for damages shall be limited to 10% of the net value of that part of the deliveries which cannot be used by the Customer in accordance with the contract due to the impossibility. This shall not apply if HEITEC is liable for intent, gross negligence or injury to life, limb or health. This provision does not imply a change in the burden of proof to the detriment of the Customer. The Customer's right to withdraw from the contract or to reduce the price remains unaffected.
- 13.2. If events of force majeure (6.2) significantly change the economic significance or the content of the deliveries or have a significant impact on HEITEC's business operations, the contract shall be adapted appropriately in good faith. Insofar as this is not economically justifiable, HEITEC shall be entitled to withdraw from the contract. HEITEC shall notify the Customer of the exercise of the right of rescission without delay after recognizing the consequences of the event, even if an extension of the delivery period was initially agreed with the Customer.

14. Confidentiality

- 14.1. Each contracting party shall use the information, knowledge, templates, including all CAD files, design documents, sketches, illustrations, plans, diagrams, calculations, etc. ("Information") received from the other contracting party only for the purposes of the contract, treat them confidentially and not make them accessible to any third party without the express written consent of the other contracting party. This shall not apply to Information that is generally known at the time of receipt or that was already known to the receiving party at the time of receipt without it being obliged to maintain confidentiality, or that is subsequently transmitted by a third party authorized to disclose it, or that is developed by the receiving party without using confidential information of the other party. If a contract is not concluded, the information received must be returned immediately. The receiving contracting party shall have no right of retention.

15. Corporate social responsibility

- 15.1. The Customer and HEITEC undertake to comply with the laws of the applicable jurisdiction, not to tolerate any form of corruption or bribery, and to respect the fundamental rights of employees and the prohibition of child and forced labor. Both shall also assume responsibility for the health and safety of their employees in the workplace, ensure fair pay and working hours, comply with environmental protection laws and promote and demand compliance with these principles from their suppliers to the best of their ability.

16. Applicable Law

German substantive law shall apply. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

17. Jurisdiction

The exclusive place of jurisdiction is Nuremberg, Germany.

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