

General Terms and Conditions of Business

1. Scope of application

The Purchaser's conditions defined hereinafter are applicable to all contracts concluded between the Purchaser and the Supplier for the supply of goods. They also apply to all future business relationships, even if they have not expressly agreed upon again. Any of the Supplier's conditions which the Purchaser does not expressly accept are not binding for the Purchaser, even if he/she does not explicitly contradict them. The Purchaser's conditions also apply if the Purchaser accepts the Supplier's deliveries without reservation in the knowledge that there are conflicting terms or conditions which differ from his/her conditions. All the terms agreed between the Purchaser and the Supplier relating to purchase contracts are laid down in writing in the purchase contracts, these terms and conditions and in the Purchaser's offer.

2. Offer and contract signing

The Purchaser's offer is binding for the conclusion of a purchase contract (purchase order) for a period of two weeks. The Supplier can only accept the offer during this two-week period and he/she must do so by making a written declaration addressed to the Purchaser. Any drawings, plans and other documents which form part of the purchase order remain the property of the Purchaser, who reserves all copyright on these documents. If the Supplier does not accept the Purchaser's offer within the period defined in paragraph II, point 1, these documents shall be returned immediately to the Purchaser.

3. Payments

Unless otherwise expressly agreed in writing between the parties, the Purchaser's price, as stated in the purchase order, is binding and includes free delivery. Packaging costs are also included in the price. The price includes value added tax at the applicable rate. All of the Supplier's invoices must show the Purchaser's PO number and item number. Unless otherwise agreed in writing with the Supplier within 30 days net. The Purchaser shall be entitled to exercise his/her full statutory off-setting and retention rights. He/she is entitled to assign all claims arising from the purchase contract without the approval of the Supplier. The Supplier is not authorized to assign claims from the contractual relationship to third parties without the Purchaser's written consent.

4. Delivery time / Terms of delivery / Quality assurance

The delivery period or the delivery deadline indicated by the Purchaser in the purchase order is binding for the Supplier. The time at which the goods are received at the address specified by the Purchaser will determine whether the delivery period or deadline has been adhered to. If the Supplier is in default, the Purchaser shall be entitled to the resulting legal claims. Should the Purchaser claim for damages, the Supplier is entitled to prove that he/she is not responsible for the breach of duty.

In the case of EOL/PCN information related to delivery items, the supplier is obligated to take appropriate measures to ensure delivery and to inform us immediately after having gained knowledge thereof. For this purpose, the supplier is obligated to regularly inquire with its sub-suppliers about planned discontinuations, to inform us of possible alternative products and to provide us with the relevant data sheets, samples etc. without being requested to do so. Upon receipt of a discontinuation announce-

ment, we shall have the option of placing a final order with the supplier at the conditions valid up to that date.

The order references, reference numbers and other information related to order processing that are required by us and named in the order must be noted in all order confirmations, dispatch notices, delivery notes, packing slips and invoices. Deliveries of goods must always be made exclusively to the place of receipt named by us.

The supplier shall be liable for damages and assume the costs that occur as a result of non-compliance with these processing and shipping instructions by the supplier or by the supplier's vicarious agents and sub-suppliers. All shipments that cannot be accepted due to nonobservance of these shipping instructions shall be stored at the expense and risk of the supplier. In each case, we shall be entitled to determine the content and condition of such shipments.

5. Guarantee / Liability

The Purchaser is required to inspect the goods delivered by the Supplier within an appropriate period of time with respect to discrepancies in quality and quantity. The notification of obvious defects is considered to be on time if it is posted by the Purchaser within five working days starting from the date of delivery of the goods and subsequently received by the Supplier. A notification of hidden defects is deemed to be in good time if it is posted by the Purchaser within three working days of the discovery of the defect and subsequently received by the Supplier. The Purchaser is entitled to make statutory claims against the Supplier, and the Supplier will be liable to the Purchaser to the extent of the law. Unless otherwise provided for, claims for defects are limited to 36 months from the transfer of risk.

6. Supplier's liability / Insurance cover

If a claim is asserted against the Purchaser for damages by third parties on account of a product claim, for which the Supplier is responsible, the Supplier shall release the Purchaser from all claims by third parties, including the necessary costs of defending these claims when requested, if their origin falls within the Supplier's domain and organisation.

Should it become necessary for the Purchaser to initiate a product recall as a result of a case of damage in the sense of paragraph VI, item 1, the Supplier is obliged to reimburse the Purchaser for all the expenses incurred as a result of or linked to the product recall.

The Purchaser will, as far as possible and as can be expected within the time allowed, inform the Supplier of the content and extent of the product recall and provide him/her with the opportunity to comment. Any further legal rights of the Purchaser shall not be affected.

The Supplier is obliged to take out and maintain adequate product liability insurance for the goods, which must include coverage for personal injury and damage to property in the amount of at least Euro 5 million per case (the amount of coverage depends on the product concerned and shall be defined on a case by case basis). Any further legal rights of the Purchaser shall not be affected.

If third-party claims are asserted against the Purchaser because the Supplier's deliveries violate a third party's statutory property right, the Supplier is obliged to release the Purchaser of all claims at his/her first request, including all the necessary expenses incurred by the

Purchaser in connection with the claim asserted by the third party and its defence, unless the Supplier has not acted culpably. The Purchaser is not entitled to acknowledge the claims of the third party and/or to conclude agreements with the third party regarding these claims, without the Supplier's written consent.

The statute of limitations for these claims shall be 36 months, calculated from the time of transfer of risk.

7. Information and identification duties

If tools, especially profiles made for the Purchaser, get broken or are otherwise rendered useless, the Supplier shall immediately inform the Purchaser, so that any changes can be taken into account when preparing a new tool. Furthermore, the Supplier undertakes to identify his/her products in such a way as to ensure their traceability. If the Supplier is a press plant, they shall provide all the profiles made for the Purchaser with the Purchaser's specific identification in order to avoid confusion with other clients. At the Purchaser's request, this also applies to other customer-specific profiles.

8. Use of customized tools

Tools which are the Purchaser's property or which have been invoiced to the Purchaser shall exclusively be manufactured for the Purchaser. In particular, profiles with the Purchaser's specific identification must not be delivered to third parties.

9. Secrecy, reservation of title

All parts and documents received from the Purchaser remain the Purchaser's property. Without the written consent of the Purchaser, the Supplier shall not use these parts and documents for other purposes than for those laid down in this contract and/or give them to third parties or make them accessible to them. After the fulfilment of the contract concerned, the Supplier shall return them immediately to the Purchaser at his/her expense.

10. Legal venue / Place of fulfilment / Applicable law

The exclusive place of fulfilment and legal venue for deliveries and payments (including cheque litigation) and for all disputes arising between the parties based on the contracts entered into, is the Purchaser's headquarters, in as far as the Supplier is a businessman in the sense of the German Commercial Code (HGB). The relations between the contractual parties will be regulated exclusively in accordance with the laws applying in the Federal Republic of Germany with exclusion of the Uniform UN convention on the International Sale of Goods. Should one or more provisions of these General Terms and Conditions of Business be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Any such invalid provision shall be replaced by a provision that fully or as far as possible complies with what the parties wanted, in legally valid form. The same shall apply in the case of any legal loopholes.

Status as at: 8. 7. 2019

The latest T&Cs shall apply at all times.
They may be downloaded at
www.fischerelektronik.de