

The conditions governing the implementation of deliveries apply in the order listed below:

- "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" of ZVEI (Version: May 2021), the so-called "Green Terms of Delivery" (GTD) of ZVEI, the German Electrical and Electronic Manufacturers' Association.
- Supplementary Clause "Extended Retention of title" of ZVEI (Version: June 2011).
- Software clause relating to the provision of standard software forming an integral part of deliveries of ZVEI (Version July 2004).
- The following supplementary Terms and Conditions of Sale.

The numbering used below refers to the articles of the GTD. The following General Terms and Conditions of Sale supplement the provisions set out in the GTD:

I General provisions

1. These General Terms and Conditions of Sale shall only be applicable vis-à-vis entrepreneurs in accordance with Section 14 paragraph 1 of the German Civil Code (BGB).
2. Unless otherwise indicated, offers expire 45 days after the date of the offer. Offers are valid for the country in which the Enquirer or Purchaser is domiciled. The Enquirer or Purchaser is liable for all prejudice to and claims against the Supplier due to use of the products supplied outside such country.
3. The operating instructions and other written documentation for the application are documented as self-explanatory with pictures and symbols. Any additional written notices shall be prepared by the supplier in German and English. Other languages shall only be supplemented at the cost of the customer after a corresponding written agreement.

II Prices, terms of payment, right of retention, set off, packaging, old appliances

1. All orders are calculated in EURO at the list prices valid on the day of order confirmation. Differing terms and conditions such as discounts, terms of delivery etc. must be confirmed in writing by the Supplier.

Surcharges shall be calculated in the event of copper prices (DEL rating) rising above EUR 1.80 per kg and silver prices (Ag rating) rising above EUR 200.00 per kg. This is calculated on the basis of the respective copper or silver material weight of the delivery item. The calculation is made at the price quoted on the West-German Metal Exchange on the day prior to receipt of the order.

2. A processing fee of EUR 35.00 shall be charged for small orders below the minimum value of EUR 100.00 net (excluding metal surcharges). In the case of orders exceeding a value of EUR 500.00 net (excluding metal surcharges), delivery shall be ex works, but including packaging. In the case of orders exceeding a value of EUR 1,000.00 net (excluding metal surcharges), delivery shall be free to the Purchaser's address or to the German border, including packaging. Excluded from this regulation are - among other things - distribution switchboards, junction boxes, low-voltage distribution units; here the list prices and quoted prices for deliveries are ex works excluding packaging.

The minimum order quantity as detailed in the price list applies to all orders.

3. Unless otherwise agreed, invoices are payable within 14 days and without any deduction. The Supplier has a right of retention or

offsetting only with regards of such counter-claims which are undisputed or are deemed to have legal effect; this shall not apply to counter-claims resulting out of the same contractual relationship.

Payment deadlines shall be deemed to have been met if the amount due is made available to the Supplier within the time period.

Checks and bills of exchange (insofar as payment by bill of exchange is agreed) are accepted as payment. Discounts, collecting charges and interest must be paid to the Supplier without delay.

The Supplier is permitted to issue partial invoices.

4. If payment terms or targets are not observed, or if circumstances become known which, based on the commercial assessment that the Supplier is duty-bound to perform, give rise to justified doubts regarding the Purchaser's creditworthiness (also excess of credit or order limits) - including circumstances which were present at the time of contract conclusion, but of which the Supplier was not aware of and could not be expected to be aware of - all claims deriving from the business relationship shall fall due immediately, regardless of the term of any discounted and credited bills of exchange. In such case, the Supplier is furthermore entitled to retain all his deliveries, also with regard to orders confirmed by the Supplier. Notwithstanding any other statutory rights, the Supplier shall be entitled to demand prepayment for deliveries still to be effected or request security and after the expiration of an appropriate period of grace to provide such security and the Purchaser's failure to furnish said security, the Supplier shall then be entitled to withdraw from the contract or demand compensation for non-performance. Furthermore, the Supplier is entitled to prohibit the resale or processing of the goods in his ownership or co-ownership and to demand the return of such or the granting of co-ownership at the cost of the Purchaser. Any such demand shall not be deemed to signify withdrawal from the contract.

5. Packaging shall be charged at cost price and shall not be taken back.
6. Disposal of old electrical appliances: The Supplier does not supply any equipment to private end-users and also no devices that fall within the scope of application of the Electrical and Electronic Equipment Act. The Purchaser shall exempt the Supplier from all obligations resulting from the Electrical and Electronic Equipment Act according to section 19 (manufacturer's obligation to take back the goods) and related claims of third parties. In the event of a transfer of the goods delivered to commercial third parties, they must be contractually bound by the Purchaser to comply with these rules and regulations to dispose the goods at their own cost after the end of use. If the Purchaser fails to do so, then the Purchaser is obliged to take back the goods delivered after the end of use at his own cost and to dispose it properly according to the legal regulations.

The claims of the Supplier against the Purchaser on the basis of the preceding paragraph shall not be subject to a limitation before a period of two years after the final termination of the use of the delivered goods. The two-year period of expiry suspension begins at the earliest with the receipt of a written notification to the Supplier about the end of use.

V Tranfer of risk

1. Breakages are at the expense of the freight forwarder, as the Supplier shall ensure proper packaging. Thus, the freight carrier is to be notified of damages. For a charge of 1.5 % of the net value of the goods, the Supplier can issue breakage insurance given explicit delivery specification

VII Material defects

1. All weight and measurement data, drawings, explanations, descriptions and images provided by the Supplier purely represent approximate values; documents containing final details shall be made available to a reasonable extent upon request following conclusion of the contract. The Supplier reserves the right to alter the technical concept upon which the offer is based, in so far as the performance and quality of the product offered for supply is not thereby affected.
2. With respect to sub-suppliers prescribed by Purchaser, the Supplier shall only accept responsibility for defective materials in respect of deliveries and services from sub-suppliers within the limits of the liability for defective materials given by the sub-supplier.
3. The Purchaser or the designated recipient of the goods shall examine the goods immediately after receipt. Following discovery of any defects, processing and finishing of the defective item must cease immediately. Notices of defects must be given in writing at the latest within five working days of receipt of the goods - in the case of hidden defects after their discovery. Should the Purchaser fail to undertake such checks, or to notify in due form or time, then the Purchaser is not entitled to make any claims arising from material defects. Authoritative for decisions regarding the timeliness of claims for defects shall be the time of receipt by the Supplier
4. The Supplier has the right to refuse to carry out supplementary performance, as per the legal provisions.
5. If acceptance of the goods or an initial sampling inspection has been agreed on, claim for defects that the partner should have noticed during a careful acceptance or initial sampling inspection are excluded
6. If it should be established that the Supplier is not responsible for the asserted defects, then the Purchaser is liable for all costs relating to the inspection including travel costs.

XII Other claims for damages

1. In the absence of mandatory legal provisions or other agreements to the contrary, the Supplier is liable as follows:
 - a) Liability for personal injury shall be governed by the relevant statutory provisions.
 - b) The liability for material damages is limited to EUR 250,000.00 per incidence of damage and EUR 500,000.00 in total.
 - c) The liability for financial losses is excluded. Section 444 of the German Civil Code (BGB) remains unaffected.
2. The exclusions of liability detailed in Art. XII apply to the same extent in favour of the officers, the legal representatives, executive and non-executive personnel, and other vicarious agents of the Supplier.
3. All claims for damages and reimbursement of expenses against the Supplier shall lapse 12 months after the delivery of the goods, in the case of a tort liability following the knowledge or grossly negligent ignorance of the circumstances which justify the claim or of the person liable. This shall not apply in the cases detailed in Art. XII No. 2.
4. If a contract party has reason to believe that a recall of the final product may be necessary due to a product supplied by the Supplier, then that contract party must immediately notify the other contract

party of his reasons for so believing, and must provide the other contract party with what he regards to be supporting documentation. The other contract party must immediately state his position with regard to these reasons and a possible recall. If the contract parties fail to agree in writing on the necessity for a recall or the scope of a recall or the bearing of costs, then either contract party can set a deadline for a joint meeting without delay, at which persons who are authorised to make decisions from both sides must participate. If one contract party does not proceed in accordance with this procedural plan, he cannot subsequently plead vis-à-vis the other party that the recall was or was not necessary, unless the other contract party misjudged the need for a recall or lack thereof due to gross negligence or intention.

XIII Jurisdiction and applicable law

1. If the Purchaser is based outside of Germany, the CISG (UN Sales Convention) applies with the following special provisions:
 - Contract amendments and cancellations must be made in writing. This also applies to agreements concerning the abandonment of this agreement on written form.
 - In the event of delivery of goods in breach of the contract, the Purchaser shall only be entitled to cancel the contract or to substitute delivery if claims for damages against the Supplier are excluded or it is not deemed reasonable for the Purchaser to use the goods which are in breach of the contract and claim for remaining damages. In such cases the Supplier shall be entitled to correct the defect in the first instance. If the defect correction is unsuccessful, and/or if the defect correction results in an unreasonable delay, then the Purchaser shall at his discretion be entitled to terminate the contract or to demand a replacement delivery. The Purchaser is also entitled to such rights if the correction of defects causes any inconvenience which the Purchaser cannot reasonably be expected to accept, or if the reimbursement of any potential expenses incurred by the Purchaser is uncertain.

XIV Confidentiality, contractual penalty

1. The contract parties undertake to keep strictly confidential all information and data of any type, especially of a financial, business, or technical nature (for example, but not exclusively: scientific knowledge, technologies, know-how, design, inventions, processes, methods, drawings, techniques, formulas, patterns, calculations, software, codes, plans, programs, configurations, devices, products, operating knowledge, financial information, prices, costs, customer information, supplier information, marketing information, computer or other data, recordings, etc.) which are made known deliberately or incidentally by the other contract party, or which become known in any other way. This applies regardless of the data medium containing such information, in what form such information and data were obtained (e.g. in written, graphic, verbal, visual, or physical form, via e-mail, Internet etc.) and/or when such information and data were obtained.
2. All information and data thus obtained must be treated in strict confidentiality, may be used exclusively for the purposes of fulfilling the contract, may not be used for publicity purposes or to obtain a financial advantage over the other contract party, must not be passed on to third parties or made public, must be handled with at least the same care as is used when handling the contract party's own confidential information and data, and they remain the (intellectual) property of the disclosing contract party.

3. Excluded from the obligation of secrecy is such information regarding which the receiving contract party can prove that at the time of disclosure the information is publicly known and that this circumstance is not a result of his own misconduct, that it came to his knowledge in ways other than from the disclosing contract party, or that he gained the information independently and without infringement of obligations of secrecy.
4. The contract parties undertake to oblige in a corresponding way all bodies, representatives, assistants, service providers, and other persons whom they engage. The contract parties are liable for every infringement of obligations of secrecy by these persons in just the same way as if the contract parties themselves had committed such a breach.
5. For every single incidence of a culpable infringement of one of the abovementioned obligations, the receiving contract party is obliged to pay the disclosing contract party a contractual penalty, the level of which is set according to the judgement of the disclosing contract party; at the request of the disclosing contract party, this penalty can then be assessed for adequateness by the competent court. Other or further rights of the disclosing contract party remain unaffected.

XV Export control

1. The Supplier advises the Purchaser that for the shipment/export of goods (products, software, technology) and for the provision of services in fulfilment of a contractual obligation (e.g. installation, maintenance, repair, instruction/training, etc.) with a cross-border component, European and German foreign trade law is applicable, and that the individual deliveries and technical services may be subject to legal export control restrictions and bans. This applies in particular to armaments and so-called dual-use goods. The applicable legal regulations are regulation (EC) no. 428/2009 (EC Dual Use Regulation) and its attachments, the German Foreign Trade Law (AWG), the German Foreign Trade Regulation (AWV) and its attachment (Part I sections A and B of the German Export List), in their respective current versions.

Furthermore, there are European and national embargo regulations against specific countries and persons, companies and organisations, which can ban the delivery, supply, provision, export, or sale of goods and the performance of services, or make them subject to approval.

The Purchaser recognises that the abovementioned legal regulations are subject to constant changes and modifications, and that they are to be applied to the contract in their currently valid version.

The Purchaser undertakes to recognise and comply with the European and German export control provisions and embargo regulations, especially if the Purchaser is subject to a re-export condition in an approval assigned to the Supplier by the export control authorities. The Supplier will inform the Purchaser of such a condition no later than the shipment/export.

The Purchaser further undertakes not to sell, export, re-export, deliver, or pass on the delivered goods, or to otherwise make them accessible directly or indirectly, to persons, companies, institutions, organisations or in countries if this infringes European or German export provisions or embargo regulations.

Upon request, the Purchaser is obliged to provide the Supplier appropriate and complete information about the end use of the goods and/or services to be provided, and in particular to issue so-called end-use certificates (EUCs) and to send them to the Supplier in the original, in order to verify the end use and intended purpose of

- the goods and/or services to be provided, and to be able to demonstrate them to the export control authorities.
2. If the possibly required export or shipment approvals, or other approvals or releases under foreign trade law are not issued or not issued in good time by the responsible authorities, or other obstacles impede the fulfilment of the contract or delivery because of the regulations regarding customs, foreign trade, and embargo regulations which the Supplier as exporter and/or shipper or the Supplier's suppliers must comply with, then the Supplier has the right to withdraw from the contract and/or the individual delivery or service obligation. This applies even if relevant export control and legal embargo obstacles first arise (e.g. because of a change in the legal situation) between conclusion of contract and the delivery or performance of the service, as well as when asserting guarantee rights, and these make the performance of the delivery or service temporarily or permanently impossible because necessary export or shipment approvals or other approvals or releases under foreign trade law are not issued, or are withdrawn, by the authorities responsible, or other legal obstacles prevent the fulfilment of the contract or the delivery or service because of customs, foreign trade, and embargo regulations which must be complied with.

Art. XII shall apply for possible claims for damages by the Purchaser on this basis.

3. Release or assignment of export or shipment approvals or other types of approval under foreign trade law by the authorities responsible can be a prerequisite for compliance with delivery times. If the Supplier is impeded in on-time delivery because of the duration of the correct execution of a customs or foreign trade application, approval, or inspection process, then the delivery time is extended accordingly by the duration of the delay caused by this official process.
4. The Purchaser is liable to the full extent for damages and expenses arising to the Supplier through the Purchaser's culpable non-compliance with the European and/or German export provisions or embargo regulations.

XVI Binding nature of the contract

1. German or English are agreed as the contract languages. These General Terms and Conditions of Sale, the GTD and other clauses of ZVEI shall be construed in accordance with the laws of Germany. If the legal meaning of a translation deviates from the German legal meaning, then the German meaning shall prevail.

Jean Müller GmbH Elektrotechnische Fabrik