

General Terms of Business and Trade

1. General information

1.1 Our Terms and Conditions of Sale apply to all our business relationships with our customers ("purchaser"). The Terms and Conditions shall only apply if the buyer is an entrepreneur (paragraph 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. The Terms and Conditions apply in particular to contracts for the sale and/or delivery of chattels ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (paragraphs 433, 650 German Civil Code (BGB)). Unless otherwise agreed, the Terms and Conditions in the version valid at the time of the buyer's order or in any case in the version last communicated in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

1.2 Our Terms and Conditions apply exclusively. Conditions of the customer and deviating agreements shall only be valid if they are recognized by us in writing. Neither our silence and the sending of terms and conditions nor the execution of an order by us shall be deemed as acceptance. Our Terms and Conditions shall also apply to all future business relations, even if they are not expressly agreed again. Deviating conditions of the customer which we do not expressly recognize are not binding for us, even if we do not expressly object to them. The following Terms and Conditions of Sale shall also apply if we execute the customer's order without reservation in the knowledge of conflicting or deviating terms and conditions of the customer. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the Terms and Conditions. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are amended or expressly excluded in these terms and conditions.

2. Offers and orders

2.1 Our offers are subject to change and non-binding. This shall also apply if we have provided the buyer with analogous technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership rights and copyrights. The order of the goods by the customer shall be deemed to be a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within two weeks of its receipt by us. Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

2.2 Orders placed by the customer are only binding on us after written confirmation. Our order confirmation shall be decisive for the content and scope of the contract. Subsidiary agreements, amendments, supplements etc. require our written confirmation or confirmation by telecommunication. The illustrations and information contained in our price lists, cost estimates and offers, in particular weight or dimensional data or other technical data as well as DIN, VDE or other company or inter-company standards and samples referred to, merely characterize the subject matter of the contract and only constitute a guarantee of characteristics if confirmed in writing.

2.3 The customer shall assume responsibility for the information and parts to be provided by him.

2.4 We are entitled to demand advance payment for customized parts.

2.5 The customer has the right to return the ordered goods within a period of four weeks from receipt without giving reasons. The condition is that the goods are unused and undamaged. Excluded

from this voluntary right of return are special devices and customized items. The customer must return the goods to us at his own expense. The purchase price will be refunded to the customer after we have received the goods.

3. Delivery and partial delivery

3.1 Unless special agreements have been made in writing in individual cases, delivery periods and delivery dates (delivery time) are to be regarded as approximate and in any case presuppose the mutual clarification of all facts required by us for the fulfillment of the order. Delivery shall be ex warehouse, which shall also be the place of performance for the delivery and any subsequent improvement. At the request and expense of the customer, the goods will be shipped to another destination (sale to destination). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly to an agreed acceptance. If the purchaser is in default of acceptance, this shall be deemed equivalent to handover or acceptance. If the purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the purchaser is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).

3.2 The delivery time shall be deemed to have been met if the delivery item has left the company by the time it expires or if readiness for dispatch has been notified.

3.3 If non-compliance with deadlines is due to force majeure, e.g. mobilization, war, riot, or similar events for which we are not responsible, e.g. strike or lockout, the deadlines shall be extended by the periods during which the aforementioned event or its effects persist. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the purchaser of this immediately and at the same time inform the purchaser of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the customer. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a matching cover transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.

3.4 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the purchaser is required. If we are in default of delivery, the purchaser may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, up to a maximum of 5% of the delivery value of the goods delivered with delay. We reserve the right to prove that the purchaser has suffered no damage at all or only significantly less damage than the above lump sum.

3.5 The rights of the purchaser pursuant to point 8 of these Terms and Conditions and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

3.6 We are entitled to make partial deliveries.

4. Prices

4.1 Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, namely ex warehouse without installation, assembly and commissioning, excluding packaging. Value added tax shall be invoiced separately at the applicable rate. In the case of sale by delivery to a place other than the place of performance (clause 3.1.), the purchaser shall bear the transportation costs ex warehouse and the costs of any transport insurance requested by the purchaser. Any customs duties, fees, taxes and other public charges shall be borne by the purchaser.

4.2 The purchase price is due and payable within 30 days of invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation with the order confirmation at the latest. The customer shall be in default upon expiry of the aforementioned payment period. During the period of default, interest shall be charged on the purchase price at the applicable default interest rate. We reserve the right to claim further damages caused by default. Our claim to commercial maturity interest (paragraph 353 German Commercial Code (HGB)) against merchants remains unaffected.

4.3 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (paragraph 321 German Civil Code (BGB)). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

5. Security deposit

If agreed down-payments are not received on the due date or if we become aware of circumstances, after the conclusion of the contract, which could considerably diminish the purchaser's ability to pay, we shall be entitled, prior to delivery and irrespective of any further claims, to demand payment in advance or the provision of appropriate securities to cover our payment demands.

6. Reservation of title

6.1 We reserve title to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

6.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The purchaser must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g. seizures).

6.3 If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time include a declaration of withdrawal; we are rather entitled to demand only the return of the goods and reserve the right to withdraw from the contract. If the purchaser does not pay the purchase price due, we may only assert these rights if we have previously set the purchaser a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

6.4 The purchaser is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business until revoked in accordance with point 7. In this case, the following provisions shall apply.

6.5 The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, when processing, mixing or combining the goods with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

6.6 The purchaser hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in the total amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the purchaser stated in point 2 shall also apply with regard to the assigned claims.

6.7 The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the purchaser meets his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with point 3. If this is the case, however, we can demand that the purchaser informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the purchaser's authorization to resell and process the goods subject to retention of title.

6.8 If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the buyer's request.

7. Preemption

The purchaser shall concede to us the preemption right to all inventories of our products for all cases of insolvency, as well as in the event of the use of said products contrary to contract stipulations.

8. Claims and rights of the purchaser

8.1 The statutory provisions shall apply to the rights of the purchaser in the event of material defects and defects of title (including incorrect or short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the statutory provisions on the sale of consumer goods (paragraphs 474 et seq. of the German Civil Code (BGB)) and the rights of the customer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.

8.2 The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All production descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by us (in particular in catalogs or on our Internet homepage) at the time the contract was concluded shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (paragraph 434 section 3 of the German Civil Code (BGB)). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.

8.3 In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content if this is expressly stated in a quality agreement in accordance with point 2. In this respect, we assume no liability for public statements made by the manufacturer or other third parties.

8.4 In principle, we shall not be liable for defects of which the purchaser is aware or is grossly negligent in not being aware when the contract is concluded (paragraph 442 German Civil Code (BGB)). Furthermore, the buyer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (paragraphs 377, 381 German Commercial Code (HGB)). In the case of building materials and other goods intended for installation or other

further processing, an inspection must always be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within 14 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the customer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported in good time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, in particular, the purchaser shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

8.5 If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the purchaser in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

8.6 We are entitled to make the subsequent performance owed dependent on the purchaser paying the purchase price due. However, the purchaser is entitled to withhold a reasonable part of the purchase price in proportion to the defect.

8.7 The purchaser must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the purchaser shall return the defective item to us at our request in accordance with the statutory provisions; however, the purchaser shall not be entitled to return the item. Subsequent performance shall not include the dismantling, removal or uninstallation of the defective item or the installation, attachment or installation of a defective item if we were not originally obliged to perform these services; the customer's claims for reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.

8.8 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these Terms and Conditions, if a defect actually exists. Otherwise, we may demand reimbursement from the purchaser of the costs arising from the unjustified request to remedy the defect if the purchaser knew or could have recognized that a defect actually existed.

8.9 In urgent cases, e.g. if operational safety is jeopardized or to prevent disproportionate damage, the purchaser has the right to remedy the defect himself or to demand compensation from us for the objective expenses required for this purpose. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy shall not apply if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

8.10 If a reasonable deadline to be set by the purchaser for subsequent performance has expired unsuccessfully or is dispensable in accordance with the statutory provisions, the purchaser may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

8.11 Claims of the purchaser for reimbursement of expenses in accordance with paragraph 445 a section 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (paragraphs 478, 747 German Civil Code (BGB)) or a consumer contract for the provision of digital products (paragraphs 445 c page 2, 327 section 5, 327 u of the German Civil Code (BGB)). The

purchaser's claims for damages or reimbursement of futile expenses (paragraph 284 of the German Civil Code (BGB)) shall only exist in accordance with the following point 9, even in the event of defects in the goods. We assume that our purchasers do not resell our products to private end customers and that they inform us if they do.

9. Other liability

9.1 Unless otherwise stated in these Terms and Conditions, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

9.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, body or health,

b) for damages arising from the breach of a material contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

9.3 The limitations of liability resulting from 9.2 shall also apply to third parties and in the event of breaches of duty by persons (including in their favor) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the buyer under the Product Liability Act.

9.4. The purchaser may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the purchaser (in particular in accordance with paragraphs 650, 648 German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

10. Contractual exclusion of set-off

Offsetting against undisputed or legally established claims is not permitted.

11. Statute of limitations

Notwithstanding paragraph 438 section 1 no. 3 German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. If the goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provisions (paragraph 438 (1) No. 2 German Civil Code (BGB)). Other special statutory provisions on the statute of limitations shall also remain unaffected (in particular paragraph 438 section 1 no. 1, section 3, paragraphs 444, 445 b of the German Civil Code (BGB)). The above limitation periods under sales law shall also apply to contractual and non-contractual claims for damages by the purchaser based on a defect in the goods, unless the application of the regular statutory limitation period (paragraphs 195, 199 German Civil Code (BGB)) would lead to a shorter limitation period in individual cases. Claims for damages by the purchaser pursuant to clause 8 and under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

12. Choice of law and place of jurisdiction

12.1 These Terms and Conditions of Sale and the contractual relationship between us and the purchaser shall be governed by the law of the Federal Republic of Germany to the exclusion of

International Uniform Law, in particular the UN Convention on Contracts for the International Sale of Goods. The place of performance for all deliveries and payments is Altena.

12.2 If the purchaser is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Altena. The same shall apply if the purchaser is an entrepreneur within the meaning of paragraph 14 German Civil Code (BGB). However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these Terms and Conditions or an overriding individual agreement or at the purchaser's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

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Version 31.01.2024