

# General Conditions of Sale

The following "General Conditions of Sale" apply in supplement and with prior rank to the Articles I. to XIII. of the "General Conditions for the supply of products and services of the electrical and electronics industry (GL)" of ZVEI - Zentralverband Elektrotechnik- und Elektronik-industrie e.V. - and the supplementary clause "Extended retention of title":

## XIV. To I. General Provisions

### XV. To II. Prices and Terms of Payment

1. The agreed prices are EUR prices and apply only to the respective order concluded. The turnover tax will be invoiced separately at the respectively valid rate and in accordance with the respectively applicable fiscal regulations.
2. The prices do not include any customs duties or other import charges; they must be borne by the Purchaser. Should the Purchasers have taken these over as an exception and at a fixed rate, any increases, e.g. through changes of the law, will be at the expense of the Purchaser.
3. Price and performance parameters, as well as other declarations or assurance are binding for the Purchaser only when he has given these in writing or has confirmed them.
4. The payments must be made without deductions in EURO immediately after invoicing as follows:
  - 4.1 For business transactions with an order value of up to EUR 50,000.00 at the time the order is ready for dispatch and receipt of invoice.
  - 4.2 For business transactions with an order value exceeding EUR 50,000.00 and a delivery period of up to three months
    - 1/3 of order value at conclusion of the contract,
    - 2/3 of order value at the time the order is ready for dispatch
  - 4.3 For business transactions with an order value exceeding EUR 50,000.00 and a delivery period of more than three months:
    - 30 % of order value at conclusion of the contract
    - 30 % of order value upon expiry of the first third of the agreed delivery period
    - 30 % of order value upon expiry of the second third of the agreed delivery period
    - 10 % of order value at the time the order is ready for dispatch
  - 4.4 The value for covering metals when delivering cable works products must be paid at the time of concluding the contract.
  - 4.5 Partial invoicing is permissible.
  - 4.6 The delivery period will start on the day of receipt of the down payment provided the other applicable contractual provisions have been fulfilled.
5. The Purchaser will accept bills, cheques and other remittance papers in fulfilment only after agreement. The costs for collection, bank interest and charges shall be at the expense of the Purchaser. Discount charges in the amount of 8 percentage points per annum above the base interest rate (§§ 247, 288 para. 2 BGB, German CivilCode) will be charged for bills.
6. For payments of all kinds, the settlement day shall be deemed as day of fulfilment. Payments may be offset with other still outstanding claims at the discretion of the Purchaser.

7. The Purchaser shall be entitled to offset all claims he is entitled to against the Purchaser, with all claims which the Purchaser has against the Purchaser.
8. The Purchaser has no right to withhold payments, as long as this is not based on the same contractual relations. The Purchaser shall be entitled to ward off exercising of retention right through the provision of securities – including by guarantee.
9. If the Purchaser falls into delay with payment of the price, he must pay – notwithstanding all other rights of the Purchaser – interest in arrears in the amount of 8 percentage points above the base rate of interest from this point of time. In the case of delay, in particular in the case of payment stop, petition for settlement or postponement of payments, instigation of insolvency proceedings, all claims by Purchaser will be due immediately. In these cases, the Purchaser shall be entitled to demand adequate provision of securities or to rescind from the contract.

### XVI. To III. Retention of Title

Any costs for collection shall be at the expense of the Purchaser. He must undertake all necessary measures at his costs to prevent any impairment or the loss of the rights the Purchaser is entitled to the item of delivery or the retained goods. The Purchaser shall be entitled to damage claims in the case of non-compliance with the obligations of the Purchaser from Article III. and XVI.

### XVII. To IV. Time for Supplies; Delay

1. Correct and on time supply of the Purchaser remains reserved. The Purchaser will immediately inform the Purchaser about the non-availability of the item of delivery and in the case of a rescission will immediately reimburse the Purchaser the corresponding consideration.
2. Circumstances for which the Purchaser is not responsible also include difficulties with the procurement of subcontracted supplies (including raw materials) and services which are required for the delivery.
3. The Purchaser does not accept warranty for the condition or shelf-life of the delivery. The Purchaser shall not be responsible for defects to the delivery which he purchases from third parties and supplies unchanged to the Purchaser.

### XVIII. To IX. Industrial Property Rights and Copyrights; Defects in Title

The Purchaser takes over liability towards the Purchaser in the Federal Republic of Germany, that the item of delivery is free of third parties' industrial property rights, with the exception of any circuits which may be used in it.

### XIX. Applicability for further Deliveries

These conditions apply, provided deviating agreements have not been made, for all further deliveries and services, which are executed for or on the same item by the Purchaser upon demand and costs of the Purchaser.

Status: June 2011