



# General Conditions of Sale

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**SIGMA-ELEKTRO GmbH**

Registered Office | Neustadt | Germany

## 1. General

- 1.1 Our conditions of sale alone shall apply. We shall not recognize ordering customers' terms of trade if they are contrary to, or different from, our own conditions of sale unless we have expressly accepted such terms in writing. Our conditions of sale shall apply even if we perform deliveries without reservation in the knowledge that the ordering customer's conditions are contrary to, or different from, our own.
- 1.2 All agreements between ourselves and the ordering customer regarding the fulfillment of this contract shall be noted down in writing in this contract.
- 1.3 Our conditions of sale shall apply only to companies as defined in section 14 of the German Civil Code (BGB) if the contract concerns the operation of the company and to legal bodies under public law and to special funds under public law as defined in section 310 par. 1 of the German Civil code.
- 1.4 Our conditions of sale shall remain in force for all future business with the ordering customer.

## 2. Offer and Documentation

- 2.1 Our offer shall remain subject to alteration until final order confirmation has been received.
- 2.2 The ordering customer's order is a binding offer. We are entitled to accept this offer within two weeks by issuing an order confirmation or by sending the ordering customer the item he has ordered within this period.
- 2.3 We shall retain the unrestricted copyright and proprietary exploitation rights on price quotations, drafts and other documents. Such documents may only be made available to third parties with our prior agreement. The technical data contained therein (including indications of weight and measurements)

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have been compiled with care, but may contain errors. The same applies to all data relating to our sales documents. No such data carries a guarantee. In every case, express confirmation on our part is required that a particular item can be guaranteed.

- 2.4 We reserve the right to implement any changes designed to further technical progress, even subsequent to order confirmation.

### 3. Prices and Payment Conditions

- 3.1 Unless otherwise indicated in the order confirmation, our prices are ex works prices including loading at our works but excluding packaging, freightage, transport, insurance, duty and the relevant mandatory sales tax.
- 3.2 We reserve the right to raise our prices if six weeks have expired since the contract was signed and, after the contract was signed, there is an increase in price factors, in particular as a result of the conclusion of collective pay agreements or rises in material costs. If required, we will provide the ordering customer with proof of the relevant price increases.
- 3.3 Unless otherwise indicated in the order confirmation, the purchase price is payable immediately without deductions of any kind. A special written agreement is required before cash discounts may be deducted.
- 3.4 Unless other credit terms are arranged, the default period shall commence ten days after the invoice has been issued. Default interest shall be charged at eight percentage points p.a. above the relevant base rate in accordance with section 247 of the German Civil Code. The above does not rule out the possibility of asserting a claim for further damages.
- 3.5 Bills of exchange and checks shall only be accepted in settlement of invoices. The ordering customer shall bear the cost of discounting and collection. After accepting a bill of exchange

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we are entitled to return it to the customer should the Landeszentralbank (land central bank) refuse to accept it.

- 3.6 The ordering customer is only entitled to set-off options if counterclaims he might make are declared legally binding, are undisputed or recognized by ourselves. Furthermore, the ordering customer is empowered to exercise a right of retention only in as far as his counterclaim refers back to the same contractual relationship. The ordering customer may not exercise a right of retention because of partial performance in accordance with section 320, para. 2 of the German Civil Code.

- 3.8 If, after accepting an order, facts come to our attention justifying doubts concerning the ordering customer's solvency, we shall be entitled to demand payment in full or the provision of appropriate security or, after a deadline has been allowed to elapse without fruition, to withdraw from the contract. The following shall be considered proof of a fundamental deterioration in the customer's financial situation: not only the fact that he defaults on payment, but also, and in particular, a financial opinion drawn up with the diligence of a conscientious businessman, by a credit reporting agency or a company with business connections to the ordering customer.

If delivery has already taken place, any relevant invoice amounts shall become payable immediately, independent of agreed payment conditions. If appropriate, acceptances shall be returned.

#### 4. Delivery Deadlines and Delays in Delivery

- 4.1 Delivery periods shall begin on the date when order confirmation is issued but not before the ordering customer has duly and punctually fulfilled his duties, i.e., not before the latter has supplied the requisite documentation, authorizations and clearances or before the agreed down payment has been received.
- 4.2 Delivery deadlines and delivery dates shall have been adhered to if by the time they expire the item to be supplied has left the works or the

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supply warehouse or notification has been received that said item is ready for dispatch. This does not apply if under the terms of the contract acceptance has been agreed upon, or assembly arranged.

- 4.3 In the case of our running over schedule with regard to deadlines and delivery dates not stipulated as "fixed", the ordering customer can set an appropriate period of grace for delivery/performance. Only when this period of grace has expired can we be said to be in default.
- 4.4 This is subject to deliveries to ourselves being correct and on time.
- 4.5 In the case of Acts of God or other unforeseeable or unusual circumstances for which we cannot be held responsible, e.g., breakdowns, strikes, lockouts, intervention by authorities, problems regarding power supply etc., should these prevent us from fulfilling our obligations on time, our delivery deadline shall be prolonged by the length of the impediment plus an appropriate response time. This shall also apply should it be our suppliers who are affected by the above circumstances. In important cases we shall inform the ordering customer of the beginning and end of such circumstances as soon as possible.

Should the abovementioned circumstances render delivery or performance impossible or unreasonable to expect, our delivery obligation shall become null and void.

Should the delivery deadline be extended or our delivery obligation null and void, the ordering customer shall not be in a position to claim damages for this. If our delivery obligation becomes null and void we shall duly return any down payments made by the ordering customer.

- 4.6 If we fail to meet our delivery deadline and the ordering customer is able to convince us that this has been detrimental to him, then the latter shall be entitled to claim in compensation a lump sum for each complete week of delay, amounting to 0.5 percent of the value of the delivery, but no more than a total of five percent of the value of the delivery. No further claims for damages or compensation by the ordering customer shall be accepted.

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The above shall not apply in as much as the delivery delay is the result of an infringement of a fundamental contractual obligation or where there is compelling acceptance of liability in cases of malice aforethought or gross negligence or for the risk to human life, physical injury or health; this does not involve any shift in the onus of proof to the detriment of the ordering customer.

- 4.7 The ordering customer's statutory right of withdrawal remains unaffected but presupposes the fact that we are responsible for the delay. If we so request, the ordering customer is obliged to let us know within an appropriate period of time whether he is withdrawing from the contract at the end of the notice period because of delivery delays and/or is demanding damages or compensation for the missing service, or insisting upon delivery.

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## 5. Delivery, Transfer of Risks and Dispatch

- 5.1 Partial deliveries are allowed if the quantities are reasonable.
- 5.2 When the delivery is handed over to the forwarding agent or hauler, but at the latest when it leaves the works or supply warehouse, the risks involved shall be transferred to the ordering customer. The above shall apply even if freight paid delivery has been agreed. Dispatch shall be effected on the customer's orders.
- 5.3 Should dispatch be delayed as a result of circumstances for which the ordering customer is responsible, then the risks involved shall be transferred to the ordering customer from the day when the delivery is ready for dispatch. However, should the customer so request, we are obliged to arrange the type of insurance the latter requires, at his own cost.
- 5.4 If the customer so requires, the delivery shall, at the former's own cost, be insured against theft, breakage, transport, fire and water damage and against other insurable risks.

## 6. Retention of Ownership

- 6.1 We shall retain ownership of the supplied item until we have received all payments arising from our business relationship with the ordering customer. Should the ordering customer contravene the contract, in particular with regard to defaulting on payment, we shall be entitled to reclaim the item to be delivered. Reclaiming our property or reasserting our ownership of said property does not amount to abrogation on our part. Neither such actions nor the act of reclaiming the supplied item shall constitute a withdrawal from the contract, unless we have expressly stated this in writing. After reclaiming the supplied item we shall be entitled to make use of it as we see fit. The proceeds of utilization shall be set off against the monies owed to us by the ordering customer, minus the appropriate utilization costs.
- 6.2 The ordering customer is obliged to treat the item he has ordered with care and, if so requested by us, to insure it adequately against damage for as long as we retain ownership of it. Starting from now, the ordering customer shall cede to ourselves all claims on the insurance company.
- 6.3 In the case of seizure or other intervention by third parties the ordering customer shall inform us in writing without delay so that we can institute legal proceedings in accordance with section 771 of the German Code of Civil Procedure (ZPO). Should the third party in question not be in a position to reimburse us for the legal and other miscellaneous costs involved in instituting proceedings in accordance with section 771 of the German Code of Civil Procedure, the ordering customer shall be liable for our resulting losses.
- 6.4 The ordering customer is entitled to resell the item supplied to him as part of a regular business transaction. However, he shall from the outset cede to us the total invoice amount (including sales tax) of all receivables arising from resale to his customer or to a third party, independent of whether or not the item we supplied has been modified before resale. The ordering customer shall remain entitled to collect these receivables even after they have been reassigned. This does not affect our authority to collect the receivables ourselves. However, we undertake not to collect the receivables as long as the

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ordering customer meets his payment obligations with regard to the revenue he has collected, has not defaulted on payment and, in particular, provided that no application has been made to open insolvency proceedings and that no halt in payments has occurred. If there is no reason not to collect payments we can demand that the ordering customer informs us about the assigned receivables and the relevant debtors, provides all the information necessary for collecting the monies, supplies us with the necessary documentation and informs the debtors of the transferal.

- 6.5 If the ordering customer modifies or reconstructs the supplied item, he always does so on our behalf. If the item supplied is modified using other items not belonging to us we shall acquire joint ownership of the new item in accordance with the relationship between the value of the supplied item and that of the other modified items at the time of modification. Moreover, the same shall apply to the item produced through modification as to the item supplied with reservations.
- 6.6 If the item supplied is mixed with other items that do not belong to us in such a way that the two are no longer separable we shall acquire joint ownership of the new item in accordance with the relationship between the value of the supplied item and that of the other items involved at the time of mixing.
- If the mixing process takes place in such a way that the element provided by the ordering customer is to be considered the main element it shall be considered agreed that the ordering customer shall accord us joint, proportional ownership. The ordering customer shall reserve the resulting sole or joint ownership for us.
- 6.7 We undertake to release the securities due to us if so requested by the ordering customer in as far as the realizable value of our securities exceeds the receivables to be covered by more than ten percent. The choice of which securities are to be released remains with us.
- 6.8 If the law under whose jurisdiction the item supplied falls does not allow for the retention of ownership we shall be entitled to exercise all the rights that we can reserve for ourselves with regard to the item

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supplied. The ordering customer is obliged to comply with any measures we may decide to adopt in order to protect our ownership rights or, in place of the former, any other security interests.

## 7. Material Defects and Deficiencies in Title

- 7.1 We shall perform the agreed service in accordance with the state of technology at the time when the order was placed and employing the level of care to be expected in the sector. We are not responsible for the items supplied being suitable for certain purposes envisaged by the purchaser, nor for these purposes are legally permissible.
- 7.2 If the item we supply exhibits a material defect or a deficiency in title (hereinafter referred to as defect) and the reason for this defect was known even at the time when risks were transferred, the ordering customer is entitled to either a new delivery or adjustments to the item already supplied, as we see fit. We shall cover the necessary expenses such as wages, material costs, transport costs and travel costs only provided that these expenses are not augmented by the fact that the supplied item was subsequently transported to a location other than the ordering customer's registered office unless this transportation is in accordance with the item's declared use. Replaced parts shall become our property and shall be returned to us.
- 7.3 Should the subsequent fulfillment of duties be unsuccessful, the ordering customer is entitled to choose between making a reduced payment or – if we have seriously neglected our obligation – to withdraw from the contract, irrespective of claims for damages or compensation in accordance with item 8.
- 7.4 The prerequisites for us accepting liability for defects are that:
- a) These defects are not the result of improper use, incorrect assembly or operation, careless treatment or the use of unsuitable operating materials or substitute materials by the ordering customer or third parties, natural wear and tear, poor-quality construction work, chemical, electrochemical or electrical

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interference, provided that none of these circumstances are the result of a fault on our part.

- b) The ordering customer has duly fulfilled his obligation to investigate the problem and to issue an according complaint in accordance with section 377 of the German Commercial Code (HGB). Accordingly, an appropriate complaint should be issued in writing within ten days of the supplied item reaching its destination or, if a regular examination has failed to show up the defects, within ten days of their being discovered.
- c) The ordering customer has not defaulted on payment – taking into account his entitlement to hold back an appropriate sum in accordance with item 7.8.

7.5 After informing us of the situation, the ordering customer shall allow us the requisite time and opportunity to make all the repairs and supply all the replacements we deem necessary. Otherwise, we shall be released from liability for any consequences of the damage that has occurred because the ordering customer has not allowed us the requisite time and opportunity to implement the measures necessary to repair the fault or supply a replacement. Only in urgent cases where operational safety is endangered and in order to prevent damage on a disproportionately large scale – and in such cases we must be informed immediately – or if we have fallen behind schedule in repairing the fault does the ordering customer have the right to repair the fault himself, or to have it repaired by a third party, and to claim reimbursement of the relevant costs from us.

7.6 Claims regarding defects shall have a time limit of 12 months. This does not apply if the defect in question can be attributed to deliberate misconduct by us or in as far as, in accordance with sections 438 par. 1 no. 2 (buildings, items for buildings), 479 par. 1 (entitlements to recourse), 634 a par. 1 no. 2 (building defects) of the German Civil Code (BGB), longer time limits are in force. We shall be liable for replacement parts or repairs until the limitation period on the item originally supplied has expired.

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7.7 Claims for recourse made against us by the ordering customer in accordance with section 478 of the German Civil Code (BGB) shall be recognized only in as far as the ordering customer has not come to an agreement with his own customer over and beyond the statutory claims concerning defects. Item 7.2, sentence 2. shall apply accordingly. Should the ordering customer be affected by a defect in a newly manufactured item supplied by us he shall be obliged to report this to us without delay. He shall also charge his own customers with doing so in as far as these customers are entrepreneurs. We reserve the right to deal with any claims made against the ordering customer by his own customers, acting in our own name. In such cases, our dealing with claims of the ordering customer's own customers shall be deemed the equivalent of dealing with claims made by the ordering customer himself.

7.8 When the ordering customer issues complaints he may only hold back a proportion of any payment commensurate with the defects in question if the former's claims are uncontested or are legally recognized. If the complaint is unjustified we shall be entitled to require the ordering customer to reimburse us for the expenses we have incurred.

## 8. Claims for Damages and Compensation

8.1 We shall be liable in accordance with statutory requirements should the ordering customer assert claims for damages or compensation (hereinafter referred to as claims for damages) resulting from malice aforethought or gross negligence – including malice aforethought or gross negligence on the part of our representatives or anybody assisting us in performing our duties. We shall also be liable in accordance with statutory requirements if we have been guilty of neglecting one of our fundamental contractual duties, of risking human life, causing physical injury or impairing health, or if we have issued guarantees.

8.2 Damages for the infringement of a fundamental contractual obligation shall be limited to foreseeable, typical damages unless this is a case

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of malice aforethought or gross negligence or unless we are liable for risking human life, causing physical injury or impairing health, or if we have issued guarantees. Accordingly, such claims shall lose their validity after 12 months.

- 8.3 No other claims for damages shall be accepted, independent of the legal nature of the claim asserted. Accordingly, we shall, in particular, not be held liable for damage not directly related to the item supplied itself, such as lost earnings or other property damage experienced by the ordering customer.
- 8.4 The mandatory provisions of the Product Liability Act shall remain unaffected.
- 8.5 Claims for compensation by the ordering customer shall be limited to the amount corresponding to the interest the latter has in fulfilling this contract.
- 8.6 Wherever we are not liable or only partially liable, the same shall apply to our salaried staff, employees, other staff, representatives and other persons assisting us in performing our contractual obligations.

## 9. Place of Performance, Place of Jurisdiction and Applicable Law

- 9.1 The place of performance for the supplied item is the manufacturing works or our supply warehouse. The place of performance for payments is our registered office.
- 9.2 The place of jurisdiction is our registered office. However, we are entitled to take the ordering customer to court at another place of legal jurisdiction.
- 9.3 This contract is subject to the laws of the Federal Republic of Germany with the exception of the United Nations Convention on the International Sale of Goods (CISG) and the rules of international private law.

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