

1. Field of Application

- 1.1 Our Standard Terms and Conditions for the Purchase of Import Goods shall exclusively apply to and govern all future individual orders of purchase, save as varied by express agreement accepted in writing by both parties. These Conditions shall also apply if we accept delivery of goods under the existence of the seller's contradictory Standard terms not being subject of the order.
- 1.2 These provisions extend to standard contract conditions which are used in a contract with a merchant in the course of business only.

2. Formation of Contract – Terms of payment

- 2.1 The price of the order or the seller's quotation and offer as accepted by us shall be binding and shall be based on „delivery (duty paid)“. Prices as agreed upon shall include the costs of packing or protection required under normal transport conditions to prevent damage, and shall also include VAT.
- 2.2 The seller is obliged to accept our order within a term of 2 weeks.
- 2.3 If not agreed upon otherwise in written form, payment for the delivery shall be made within fourteen days after delivery and receipt of invoice with a 3% discount or within 30 days net. We are entitled to the rights of set-off and retention provided by law.
- 2.4 If the market situation requires, material prices can be adapted with mutual consent (e.g. fluctuations of currencies).
- 2.5 Invoices can only be processed in ordinary course, if they indicate the order number as displayed in the placed order; we are not liable for consequences resulting from the seller's default in respect of this obligation.

3. Secrecy - Reserve of property

- 3.1 If applicable, the seller is obliged to maintain secrecy on all confidential information received by us in execution of the respective order and to use such information only for the purposes of the order. The seller shall not disclose such information to third parties and shall take all measures to protect this information against access by third parties. This obligation will also apply after execution of the order; it will expire when the confidential information has become generally known to the public.

- 3.2 If applicable, we reserve our copyrights and property rights in respect of all documents, testing equipment and testing software provided to the seller; they shall be returned to us immediately after execution of the order and without express request or shall be destroyed. In case we provide the seller with components, we also reserve our property rights regarding these components. Processing and alteration by the seller will be carried out for us.

4. Delivery - Default

- 4.1 Delivery shall be effected on due date as fixed in the order of purchase.
- 4.2 The seller is obliged to give notice in writing to the buyer if a delay in delivery is to be expected.
- 4.3 If the seller fails to effect delivery on due date we are entitled to all rights provided by law. In particular, we are entitled to claim restitution or to resign from the order after the effectless expiration of an adequate extension of time. If we claim restitution, the seller is entitled to prove that the default has not been caused by the seller's fault.
- 4.4 Notwithstanding any rights and claims provided by law, in case of the seller's default we are entitled to claim a conventional penalty in the amount of 1% of the total order price for every week of the seller's default, but not exceeding 5% and only if the seller is responsible for the default. The conventional penalty applies in addition to the fulfilment. We are obliged to declare to the seller the reserve of the conventional penalty within 10 working days, computed as of receipt of the delayed delivery of the order.

5. Transfer of risks - Transport – Transport losses

- 5.1 If no further indication is given in the single order of purchase, the goods shall be deemed to be sold „ddp“(delivery duty paid).
- 5.2 The way of transport prescribed has to be met. The seller is responsible for any transport losses resulting from inappropriate or insufficient packing. This also applies, if we carry out the transport of the ordered goods.
- 5.3 The seller shall indicate the exact order number on all delivery documents; if the seller fails to do so, delays in processing become inevitable. We are not responsible for those delays.

6. Warranties – Notification of defects – Elimination of defects

- 6.1 We are obliged to check the delivered goods for possible deviations regarding quality or quantity within an appropriate time. Hereby, spot tests are sufficient. The notice of possible defects is deemed to be in due time, if it is obtained by the seller within a term of 5 working days, computed as of the delivery receipt respectively the detection in case of hidden defects.
- 6.2 Without waiving any further rights and remedies provided by law, we are entitled to require the seller to correct or replace the faulty items at the seller's risk and expense. The right of compensation, in particular the right of compensation instead of fulfillment („Schadensersatz statt der Leistung“) is expressly reserved.
- 6.3 We are entitled to eliminate any defects at the expense of the seller, if the seller does not eliminate these defects despite appointment of an appropriate term and such elimination is specifically urgent. The same applies after prior consent of the seller in written form, if the elimination of the defect by us is reasonable. The right of compensation is expressly reserved.
- 6.4 Our rights hereunder shall extend to any defect or non-conformity arising or manifesting itself within 36 months after delivery.

7. Product liability – Release

- 7.1 If the seller is responsible for a product defect, the seller is obliged to hold us harmless on first demand from any third party claims for compensation, as far as the reason for this defect is located in the seller's domain and, therefore, the seller itself is liable in relation to third parties.
- 7.2 In the scope of this liability the seller is also obliged to compensate according to sec. 683, 670 of the German Civil Code („Bürgerliches Gesetzbuch“ – BGB) or pursuant to sec. 830, 840, 426 BGB possible expenditures which might become necessary in connection with a product recall to be carried out by us. We will inform the seller about content and extent of the product recall and give to the seller – as far as possible - the opportunity to comments.
- 7.3 The aforementioned rights do not affect our rights or remedies provided by law.

8. Industrial property rights

- 8.1 The seller warrants that in connection with the delivery of the goods no third party rights within the Federal Republic of Germany are violated.
- 8.2 The seller is obliged to hold us harmless on first written demand from any claims asserted by third parties against us and resulting from such violation provided that the seller is responsible for the violation of the third party rights. Without the seller's consent, we are not entitled to close any agreements with third parties in that respect; this concerns in particular the closing of a settlement.
- 8.3 The release obligation of the seller applies to all our expenditures which result from or become necessary in connection with the claims of third parties.
- 8.4 The limitation of actions in respect of this section 8. amounts to 10 years, computed as of the date of delivery.

9. Liability insurance

The seller effects a liability insurance which covers the seller's general liability in connection with our order and in particular the risk of our release according to section 8. The sum assured shall be appropriate.

10. Choice of Law – Place of performance – Place of Jurisdiction

These Standard Terms and Conditions as well as all individual future orders shall be governed by and construed in accordance with German law. If not otherwise stipulated in the individual order, the place of performance of the individual orders is Karlsbad/Germany. Any dispute arising out of these Standard Terms or out of the individual orders shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators designated in conformity with those rules, if the seller has its principal place of business outside the Federal Republic of Germany. Otherwise, the legal venue is Karlsruhe/Germany; however, we can bring at our discretion a claim before a court at the seller's principal place of business.