

General business, delivery, payment, and Terms and Conditions of Purchase of Telenco GmbH

I. General

1. The following terms of delivery and payment shall apply exclusively to our deliveries and conclusions. Upon receipt of our order confirmation, the customer acknowledges our terms of delivery and payment. Deviating agreements and ancillary agreements must be made in writing. General terms and conditions of the client/customer shall not become part of the contract. They are hereby expressly contradicted. The acceptance of terms of payment or the delivery of goods does not constitute agreement to the purchasing conditions of the contractual partner. Our terms and conditions shall be deemed accepted at the latest upon receipt of the service. They also apply to future business relationships, even if they are not expressly agreed again.

In addition, the general conditions for products and services of the electrical industry apply.

2. We reserve the right of ownership and copyright to all drawings, drafts, cost estimates, etc. They may not be made accessible to third parties. Reproduction and distribution rights are also reserved. All documents must be returned immediately if an order is not placed.

3. Offers, order confirmation

3.1. Our offers are always subject to change. The documents belonging to this are only for preliminary orientation of the customer.

3.2. A contract is only concluded with a written order confirmation by us. Until this time, prior sale is expressly reserved.

3.3. All offers are valid up to and including 4 weeks after receipt, unless otherwise agreed. Metal quotations/metal surcharges are subject to separate conditions. If customary trade and manufacturing descriptions of goods are used, weights and technical information are used as the basis for all dimensions on the usual manufacturing data. Further technical and material specifications are approximate and should serve the customer/customer for the exact definition of the goods. We reserve the right to make production-related technical material and body changes.

3.4. The scope of the delivery obligation shall be determined exclusively by our written order confirmation. No quality or durability guarantees within the meaning of the law on defects are given, unless they are expressly designated as such. We reserve the right to make technical changes that do not impair the function of the delivery items during the delivery period. Regardless of the scope of the order, the right of partial deliveries is reserved. No fixed-date transactions are made. Prices always refer to the scope of services described in the offer.

II. Terms of delivery, transfer of risk

1. Deliveries shall be made ex works and dispatch shall be made for the account of the customer, unless otherwise agreed in writing. The risk shall pass to the purchaser upon dispatch, even if carriage paid delivery has been agreed. At the request of the customer, the shipment will be insured against transport damage at his expense. The choice of the shipping route and the means of transport shall be made at reasonable discretion without guarantee for the cheapest shipping, provided that no shipping instructions are given by the customer. If dispatch or delivery is delayed at the request of the purchaser or for reasons for which the purchaser is responsible, the risk shall pass to the purchaser for the duration of the delay.

2. Impossibility or inability for which we are not responsible release us from our obligation to deliver. The same shall apply in the event of force majeure during its duration.

3. In the event of an unjustified refusal of acceptance by the customer, we shall be entitled, at our discretion, to insist on the fulfilment of the contract or to charge lump-sum damages in the amount of 25% of the gross order value. The customer can prove a lower, we a higher damage.

4. It is generally agreed that overlengths or underlengths (individual lengths and total lengths) of up to 10% of the order quantity shall be accepted by the customer upon delivery of cables.

5. Delivery times generally begin after complete clarification of the order placed, are approximate and not binding, unless they are expressly agreed in writing. If an ordered product is not accepted within 4 months, we are entitled to invoice material costs and price increases incurred in the meantime.

III. Prices, taxes, invoices

1. The prices offered and on which the calculation is based are valid for the quantities indicated, based on the respective units of measure. If quantities other than those offered are ordered or details of the order are changed, the price must be renegotiated (possibly minimum quantity surcharges, cutting cost surcharges, etc.). Unless otherwise stated, our prices are net prices and apply to deliveries within Germany. In the case of domestic transactions, the statutory value added tax will be added separately at the applicable rate.

Unless expressly agreed otherwise in writing, our prices are generally ex works and plus packaging costs. We charge for packaging at cost price. There will be no return.

For a net order value of less than EUR 100.00, we charge a processing fee of EUR 25.00 plus VAT (minimum quantity surcharge).

For cable spools/cutting lengths up to 200 m, a winding fee of EUR 40.00 plus VAT will be charged.

The invoice date is decisive for the discount, copper surcharges and copper discounts may not be discounted. Any other terms of payment require our written consent and confirmation.

2. Invoices will be sent electronically from 01/01/2016. In accordance with § 14 (1) and (3) UStG by Article 5 No. 1 of the Tax Simplification Act 2011 of 1 November 2011 (Federal Law Gazette I p. 2131), paper and electronic invoices are to be treated in the same way for VAT purposes from 1 July 2011 (§ 14 (1) UStG new version). Equality does not lead to an increase in the requirements for the regularity of a paper invoice. With the acceptance of the general terms and conditions, the granting of electronic transmission of invoices is also granted.

IV. Terms of payment

1. Unless otherwise agreed in writing, our invoices are payable net without deduction within 30 days of the invoice date. Payments are to be made free paying agent. Invoice date is the day of dispatch or the day of readiness for dispatch. Discount shall only be granted upon written confirmation by us.

Alloy surcharges are neither **discountable** nor discountable.

2. We are not obliged to accept bills of exchange or cheques in payment. Discount charges, bill of exchange tax and collection charges shall be borne by the client/customer. There is no deferral in the trade-in. Likewise, the right of actionability is reserved in any case. In the case of payment by bill of exchange or cheques, our claim shall only be fulfilled when the amounts have been irrevocably credited to our account.

3. Interest, costs for tools, plans, freight expenses, etc. are payable immediately net without deduction.

4. In the event of default in payment, default interest of 8% above the applicable key interest rate of the European Central Bank shall be charged. If the customer is in arrears with the payment of an invoice, all other outstanding claims shall become due for payment immediately without deduction.

5. If the client/customer does not pay as agreed or if insolvency proceedings are applied for with regard to the client/customer, or if we become aware of circumstances that give rise to serious doubts about the solvency or creditworthiness of the client/customer or the fulfilment of the contract by the client/customer, we may – subject to other statutory or contractual rights or claims – withdraw from all existing contracts with withdraw from the client/customer, of whatever kind, in whole or in part; instead, we may, at our discretion, postpone the performance of such contracts, make our willingness to perform dependent on an advance payment or provision of suitable securities by the client/customer or declare all our existing claims from the existing business relationship to be due immediately.

6. The client/customer is only entitled to offset or exercise a right of retention if the counterclaims have been legally established or are undisputed.

V. Metal quotations and calculation

The calculation takes place according to the DEL quotation (Börse Ffm.) one day after clarified order receipt plus 1% purchase costs.

VI. Shipping, packaging

We decide at our own discretion on the cheapest shipping method. If modes of transport are prescribed, the calculation may result in additional costs. Delivery shall be made at the expense and risk of the client/customer, even if carriage paid delivery has been agreed. Insurance policies are gladly taken out at the request of the client at his expense.

Postage, freight and packaging will be invoiced at cost price in accordance with the above conditions. Cable drums of Kabeltrommel GmbH & Co. KG (KTD) Cologne are subject to their known conditions. Disposable drums and plastic spools will be charged at cost price and will not be taken back.

VII. Retention of title

The goods remain our property until all claims to which we are entitled against the customer/customer have been fulfilled. Furthermore, the extension forms of the retention of title (processing, current account/balance and advance assignment clauses) shall be deemed agreed.

The customer is entitled to resell the goods before payment in the regular course of business only under the condition that he imposes the same retention of title on his customers. He hereby assigns to us the claims arising from the resale, including retention of title. The assignment shall already be deemed tacitly completed as soon as obligations towards us exist. In the event of settlement, insolvency or bankruptcy of the client/customer, our goods are entitled to segregation.

If **the** customer is in default according to these conditions, we shall be entitled to the immediate return of the goods as well as the compensation of the interest in performance and the damage caused by default.

In the ordinary course of business, the client/customer may combine or mix the reserved goods with other objects or transform the reserved goods for work. Processing or transformation of the reserved goods shall be carried out for us as the manufacturer in accordance with § 950 BGB, without any claims against us arising from this. If the reserved goods are combined, mixed, processed or transformed with other objects, we shall acquire co-ownership of the new item in the ratio of the market value of our goods to the value of the other processed objects at the time of processing. If the expectant right of the customer/customer to the reserved goods expires due to combination, mixing, processing or transformation, we hereby transfer ownership of the new item to the customer/customer, but subject to conditions precedent. If we lose ownership of the reserved goods due to combination, mixing, processing or transformation, the customer/customer hereby transfers ownership of the new item to us, but subject to dissolution. Should we be entitled to security interests in a value that exceeds the value of the secured claims by more than 10%, not only temporarily, we will release a corresponding part of the security interests at the request of the customer/customer.

The customer/customer must store the reserved goods for us without or after combining, mixing, processing or transformation with other objects with the usual care for us and insure them against the usual risks. The customer/customer is obliged to notify us immediately of any seizures of our securities or other claims raised by third parties with regard to our securities. In the case of seizures, a copy of the attachment protocol and an affidavit must be sent at the same time, from which it can be seen that our retention of title still exists and that the seized reserved goods are subject to our retention of title; if claims are attached, it must be affirmed under oath that these are claims that have arisen from the resale of the reserved goods and that these claims have been assigned to us. Upon request, the customer is obliged to provide us with information at any time about the whereabouts of the reserved goods and about the claim arising from the resale of the reserved goods. The costs arising from the assertion of our rights shall be borne by the client/customer.

VIII. Liability, notices of defects, complaints, returns

It is the customer's responsibility to inspect the products delivered by us immediately, but at the latest within a period of four days for errors, defects, quantity and, in the event of errors, defects, deviating quantities, to notify us immediately, but at the latest within a period of 14 days, in such a way that we can identify errors, defects or deviations from the number of pieces and the order content, that we can fulfil our obligation to rectify the defect. If our customer becomes aware of breaches of duty and/or material defects, we shall be entitled to a claim for rectification against the customer within a reasonable period of time at our discretion by means of replacement delivery or repair in any other way. If the disruption of performance, compulsory improvement and/or the material defect occurs at the place of delivery of the customer or his customer from a supply chain, the customer himself or through third parties must give us the opportunity and/or provide us with the opportunity to assert our claims for rectification at the place of delivery of our product.

The customer undertakes not to recognize any warranty rights without consultation with us vis-à-vis his customers or third parties from the supply chain.

In the event of negligent breach of duty for which we are responsible, disruption of performance or material defects caused, our liability shall be limited to repair or replacement.

In the event of significant breaches of duty and performance disruptions of "cardinal" and performance obligations and/or material defects, we shall be liable without limitation in the event of intentional fault -

grossly negligent fault of the managing director and/or executive employee with regard to injury to life, limb or health of personal **defects** -

material defects that were fraudulently concealed - **guarantees**

expressly given

in writing - Defects in the products, insofar as this results in liability for personal injury or property damage under the Product Liability Act. **In the event of non-essential obligations,**

service disruptions and other ancillary obligations, even in the event of non-essential deviations from performance and quality specifications of our products, we exclude liability towards our customers.

(We shall be liable as follows for defects, which also include the absence of warranted characteristics:

All those parts or services shall be repaired, re-delivered or re-provided free of charge at our discretion which are calculated within 12 months from the date of transfer of risk, become unusable as a result of a circumstance prior to the transfer of risk, in particular due to faulty design, defective material or defective workmanship, or whose Usability has been significantly impaired. The discovery of such defects must be communicated to us immediately in writing. All expenses incurred in connection with the rectification, replacement delivery or new provision, in particular the costs for installation and removal, transport, travel and travel time shall be borne by the customer.)

In the case of export of our products by our customer, even in the case of further processing or component use, we are not liable for the exportability of the products and the state exemption from approval and import into the export countries of our customer.

Returns will only be accepted after prior written agreement with us. These must be clearly linked to the Rü-Nr. be marked. A restocking fee must be clarified individually on a case-by-case basis.

The client/customer must comply with the contractual obligations incumbent upon him, in particular the agreed terms of payment. If a notice of defects is asserted, payments by the client/customer may only be withheld to an extent that is in reasonable proportion to the defects that have occurred.

(The customer/customer must grant us the time and opportunity reasonably required to remedy the defect. If he refuses to do so, we shall be released from liability for defects.)

All rights of the client/customer to assert claims arising from defects shall become statute-barred after 12 months. The beginning of the period is the date of the delivery note for the delivery of the product (This limitation period begins at the time at which the customer/customer recognizes the defect or breach of duty for which we are at fault or could have recognized it by applying the usual care in traffic.)

The liability for defects does not refer to damages that arise after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable equipment and other circumstances that were not assumed under the contract. Any improper changes made by the client/customer or third parties shall waive liability for the resulting consequences.

(The warranty period for faulty repairs and replacement deliveries is 3 months.)

Further claims of the customer/customer against us or our vicarious agents are excluded, in particular a claim for compensation for damages that have not occurred to the delivery item itself. This does not apply if liability is mandatory under the Product Liability Act or in the event of intent or gross negligence.

If absolute property rights of third parties are infringed by our contractual services, we may, within the scope of supplementary performance, prohibit the customer from using the affected service with immediate effect and

- either change or replace the contractual services in such a way that they no longer infringe the property rights, but nevertheless comply with the contractual provisions,
- or obtain for the customer the right that it can be used without restriction and without additional costs for the customer in accordance with the contract.

If the supplementary performance fails, the client/customer is entitled, at his discretion, to demand a reduction of the remuneration (reduction) or to withdraw from the contract. A failure usually requires two unsuccessful attempts at subsequent performance.

IX. Product liability

If damage occurs as a result of our grossly negligent fault as a result of omitted or faulty execution or construction of our products or as a result of faulty advice, information or operating instructions after delivery of our products, also due to the basis of the claim of statutory product liability, we agree between us and our customer that the liability shall apply to the amount of the damage insurance taken out by us to the respective sum insured for property damage and personal injury is limited. At the customer's request, we will inform the customer of the insurer and the respective sum insured.

The customer waives any additional claims against us against the financial loss not covered by our insurer in the event of product liability.

We and our customer exclude the assertion of product liability claims that have arisen to third parties from assignment of the third party to the customer. The customer also cannot assert any supply chain claims against us.

X. Hold Harmless Clause

We assume no liability in the event that the rights of third parties, in particular industrial property rights of third parties, are infringed at home or abroad by using, selling, offering for sale or import of the delivered goods. In particular, we assume no liability for any claims for damages, including attorneys' fees, arising in connection with actions based on these possible infringements.

XI. Impossibility

If delivery becomes impossible for us, the general legal principles shall apply with the following measure: If the impossibility is due to our fault, the customer/customer is entitled to claim damages, but this is limited to 10% of the value of that part of the delivery which could not be delivered due to the impossibility.

Claims for damages of the client/customer exceeding the stated limit of 10% are excluded. This does not apply if liability is mandatory in cases of intent or gross negligence.

XII. Other claims for damages

Claims for damages of the client/customer, unless regulated above, are excluded. This does not apply if liability is mandatory according to the general statutory provisions.

XIII. Installation, acceptance, exclusion for obvious defects

1. Insofar as the delivered goods have been installed by us, acceptance by the customer must take place immediately after completion of the installation on site. Recognizable installation defects are to be complained about immediately.

2. The provisions of No. 1 shall not apply if the usability of the goods can only be assessed after a trial period. In this case, acceptance shall only be deemed to have taken place when the customer has put the goods into operation for more than 3 weeks without giving notice of significant defects.

3. In all other respects, unconditional acceptance claims due to defects are excluded, unless they relate to hidden defects.

In the case of installations carried out by us, we are not obliged to check advance services of third parties and to point out their improper and unprofessional preparatory work.

XIV. Assignment of claims

The customer is not entitled to transfer claims from contracts concluded with us in whole or in part to third parties without our written consent. This also applies to warranty claims.

XV. Confidentiality

We and the client/customer are obliged to keep secret trade and business secrets as well as other confidential and sensitive information and matters of the other party, which are entrusted or become known from or in connection with the fulfilment of the order, and not to use them for our own or third-party purposes, but only for the lawful fulfilment of tasks.

This confidentiality obligation shall remain in force even after termination of the respective agreement.

XVI. Export restrictions

The delivered goods are intended for final destination in the Federal Republic of Germany and are subject to export restrictions of the Federal Ministry of Economics and the Department of Commerce (USA). It may therefore not be exported without authorisation. Obtaining such approval is the responsibility of the customer and is his responsibility.

XVII. Special provisions for service and maintenance contracts

In addition, the following provisions apply to service and maintenance contracts:

1. Modalities of service provision:

We are entitled to have owed services provided by third parties. You are entitled to partial performance.

Unless otherwise agreed, the services shall be provided at our registered office.

Our "man-day" includes 8 working hours of an employee; the service is only provided on working days in the period from 8:00 to 18:00. Working hours deviating from this shall only be payable by us after appropriate agreement and payment of the usual overtime, Saturday, Sunday and holiday surcharges.

Unless otherwise stipulated in the individual contract, the client/customer is responsible for the payment of expenses, travel expenses, accommodation, etc.) for our employees who may be deployed on site. The calculation is based on the general usual or specially agreed travel expense rates.

2. Obligations of the client/customer to cooperate:

The client/customer shall support us in the provision of the agreed services as far as reasonable, necessary and expedient. In particular, the customer undertakes to provide the necessary hardware and software, computer times and means of communication.

If a service cannot be carried out for reasons of responsibility of the client/customer, in particular **because- the**

aforementioned cooperation services are **not provided or not provided on time or-**

a reported error has not actually occurred during our on-site inspection or-

the client/customer has missed an agreed deadline,

we will invoice the client/customer separately for the additional expenses incurred and to be documented.

Agreed deadlines are extended by the omission of the obligation to cooperate lost time.

3. Granting of rights

With the creation or processing of a work result (if applicable), the client/customer receives the non-exclusive, non-transferable right to use this work result internally without restriction. In particular, he has **the right to** unrestricted reproduction on all known data carriers and in the network, to edit, redesign and translation, but not the right to distribute the work result in the form of modified form or in the original or to grant sublicenses.

In particular, we are entitled to use process technologies, development tools, software modules and the work result developed within this contract for all types of use.

4. Termination and damages

We are entitled to extraordinary termination if- the client/customer is in arrears with the payment of at least two invoices in the case of payments that become due periodically **or-**

has repeatedly **been in default of payment or- insolvency**

proceedings have been applied for over the assets of the client/customer or- **the**

client/customer's assets are to be feared.

The provisions of § 321 BGB remain unaffected.

In all other respects, both parties are entitled to terminate the contract for other important reasons.

In the event of termination of the contract due to default in payment, we may also demand damages instead of performance. In this respect, we are entitled to demand at least 25% of the gross order value as damages, unless the customer proves a lower damage or we prove a higher damage.

XVIII. Advice and information

If we make suggestions for the use of the products, whether in the course of training courses or on other occasions, these will be made taking into account the state of the art, our experience and the information provided by the customer. However, we do not guarantee the results to be achieved or that the rights of third parties will not be infringed.

XIX. Applicable law

All contracts between us and the client/customer (including questions of conclusion and validity of the contracts including the general terms and conditions) are subject to German substantive law as applicable between local parties. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISD) is excluded.

XX. Data protection

We undertake to strictly comply with the applicable provisions of data protection law. This applies in particular to the Teleservices Data Protection Act (TDDSG) and the Media Services State Treaty and the Federal Data Protection Act (BDSG). We store and process customer data only in the context of the business relationship between us and the client/customer. We exclude the transfer of this data to third parties.

Usage profiles are only collected with the consent of the customer and are not passed on to third parties. The deletion of address data requires the written form. The request for deletion must be transmitted to us by the data subject himself.

We do not sell or rent the data of the client/customer to third parties under any circumstances. He can be sure that his data will only be used in the business relationship between us and the client/customer. We undertake to do so by accepting the order.

XXI. Miscellaneous

If one or more of the provisions of this condition or the contracts are invalid or unenforceable, this shall not affect the validity of the remaining provisions of these conditions and the contract. The parties shall replace invalid or unenforceable provisions with effective provisions that most closely correspond to the purpose intended by the invalid or unenforceable provision.

Changes and additions to the contract must be made in writing and signed by both parties. This also applies to the written form requirement itself.

Neither party is entitled to transfer rights and/or obligations arising from the contract in whole or in part to third parties without the prior written consent of the other party.

Assignments of the aforementioned type are permissible for us by means of written notification to the buyer if the assignee is a company which holds at least 50% of the shares in us or we in it. **Our failure to exercise any right or power or exercise**

it in a timely manner shall not be deemed a waiver of such right or power, nor shall the one-time or partial exercise of any right or power be deemed a waiver thereof.

The headings in these Terms are included for convenience only and do not affect the interpretation of these Terms.

The client/customer hereby irrevocably submits to the jurisdiction of the Regional Court of Munich and hereby irrevocably waives – to the extent permitted by law – all complaints, objections and defences regarding the jurisdiction of this court. However, we are entitled to initiate legal actions and other proceedings against the client/customer or its assets before all other competent courts.

XXII. Scope

1. These General Terms and Conditions of Purchase apply to your deliveries and services to us, unless expressly agreed otherwise.

2. General terms and conditions of the supplier that contradict our terms and conditions shall only apply insofar as we have expressly agreed in writing.

XXIII. Orders

1. Our orders and changes or additions to the orders must be in writing or text form.
2. We are entitled to cancel our order free of charge if you do not confirm it unchanged within two weeks of receipt.

XXIV. Time limits and consequences of exceeding time limits

1. Agreed deadlines for deliveries and services are binding. If delays are to be expected or have occurred, you must notify us immediately in writing.
2. If you do not deliver or perform within a grace period set by us, we are entitled, even without warning, to refuse acceptance, to withdraw from the contract or to claim damages for non-performance. We are also entitled to withdraw from the contract if you are not responsible for the delay. The additional costs incurred by us as a result of your delay, in particular as a result of a necessary alternative covering, shall be borne by you.
3. We reserve the right to demand an agreed contractual penalty for improper performance (§ 341 BGB) until the final payment.

XXV. Prices

The prices are fixed prices. They include all expenses in connection with the deliveries and services to be provided by you.

XXVI. Processing and delivery

1. You may only subcontract with our consent, unless it is merely a matter of supplying marketable parts. Call-offs are binding with regard to the type and quantity of the goods called off as well as the delivery time. Partial deliveries require our consent.
2. Each delivery must be accompanied by a delivery note stating our order number and the description of the contents according to type and quantity.
3. The delivery of the goods is usually made in commercially available disposable standard packaging. If you use reusable packaging, you must provide the packaging on loan. The return is at your expense and risk. If, by way of exception, we agree to the assumption of the packaging costs, these shall be charged at the verifiable cost price.
4. In the case of appliances, a technical description and instructions for use shall be supplied free of charge. In the case of software products, the delivery obligation is only fulfilled when the complete (system-technical and user) documentation has also been handed over. In the case of programs specially created for us, the program must also be delivered in source format.
5. If you provide deliveries or services on our premises, you are obliged to comply with the instructions on safety, environmental protection and fire protection for external parties in the currently valid version.
6. If the Supplier is in default, the Purchaser shall be entitled to charge a contractual penalty of 0.3% of the total contract sum for each commenced working day of the delay, but no more than 5%.

XXVII. Invoices, payments

1. Invoices must be submitted to us by separate post; they must quote our order number.

2. Your claim to the fee is due for payment 90 days after receipt of the goods and receipt of your invoice or, at our discretion, after 30 days with 3% discount. The time of payment is the day on which our bank has received the transfer order.

3. Payments do not constitute recognition of the delivery of the service as being in accordance with the contract. In the event of faulty or incomplete delivery or service, we shall be entitled, without prejudice to our other rights, to withhold payments on claims arising from the business relationship to a reasonable extent until proper performance.

4. The assignment of your claims against us to third parties is excluded.

XXVIII. Safety, environmental protection

1. Your deliveries and services must comply with the statutory provisions, in particular the safety and environmental protection regulations including the Ordinance on Hazardous Substances, the ElektroG and the safety recommendations of the responsible German expert committees or associations, e.g. VDE, VDI, DIN. Relevant certificates, test certificates and evidence must be supplied free of charge.

2. You are obliged to determine and comply with the current status of the directives and laws applicable to your components with regard to substance restrictions. You are obliged not to use prohibited substances. Avoidance and hazardous substances according to the applicable laws and guidelines must be indicated on the specifications by you. If applicable, the safety data sheets must already be submitted with the offers and with the delivery note (at least in German or English) at the respective first delivery. Information about exceedances of substance restrictions and delivery of prohibited substances must be communicated to us immediately.

3. In the case of deliveries and the provision of services, you are solely responsible for compliance with accident prevention regulations. Protective devices required thereafter as well as any instructions from the manufacturer must be supplied free of charge.

XXIX. Import and Export Regulations, Customs

1. For deliveries and services made from a country belonging to the EU outside Germany, your EU VAT identification number. Specify.

2. Imported goods must be delivered duty paid. You are obliged to provide declarations and information required under Regulation (EC) No 1207 / 2001 at your expense, to allow checks by the customs authorities and to provide the necessary official confirmations.

3. You are obliged to inform us in detail and in writing about any licensing requirements for (re-)exports in accordance with German, European and US export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.

XXX. Transfer of risk, acceptance, ownership rights

1. Irrespective of the agreed pricing, the risk shall pass to us in the event of delivery without installation or assembly upon receipt at the delivery address specified by us and, in the case of delivery with installation or assembly, upon successful completion of our acceptance. The commissioning or use does not replace our declaration of acceptance.

2. Ownership of the delivered goods shall pass to us upon payment. Any extended or extended retention of title is excluded.

XXXI. Obligation to inspect and give notice of defects, investigation costs

1. An incoming goods inspection shall be carried out with regard to obvious defects. We shall give notice of hidden defects as soon as they are determined in the ordinary course of business. You waive the objection of late notification of defects for all defects notified within fourteen days of discovery.

2. If we return defective goods to you, we are entitled to charge you back **the invoice amount** plus a lump sum of 5% of the price of the defective goods. We reserve the right to prove higher expenses. You reserve the right to prove lower or no expenses.

XXXII. Warranty for material defects and defects of title

1. Defective deliveries shall be replaced immediately by defect-free deliveries and defective services shall be repeated without defects. In the event of development or design errors, we are entitled to immediately assert the rights provided for in Section 11.3.

2. Rectification of defective deliveries or services requires our consent. During the time when the object of the delivery or service is not in our custody, you bear the risk.

3. If you do not remedy the defect within a reasonable grace period set for you, we may, at our discretion, withdraw from the contract or reduce the remuneration and additionally claim damages. The additional costs incurred by us as a result of this damage, in particular as a result of a necessary alternative covering, shall be borne by you.

4. In urgent cases (in particular if operational safety is endangered or to avert exceptionally high damage), to remedy minor defects and in the event of your delay in remedying a defect, we are entitled, after your prior information and expiry of a grace period reasonably short for the situation, to remedy the defect and any resulting damage ourselves at your expense or to have it remedied by a third party at your expense. This also applies if you deliver or perform late, and we have to remedy defects immediately in order to avoid our own delay in delivery.

5. The limitation period for our claims arising from material defects is 36 months from the transfer of risk in accordance with Section 9.1; the limitation period for our claims arising from defects of title is ten years from the transfer of risk in accordance with Section 9.1. The course of the limitation period shall be suspended for the period beginning with the dispatch of our notice of defects and ending with the fulfilment of our claim for defects.

6. If you have to deliver or perform in accordance with our plans, drawings or other special requirements, the conformity of the delivery or service with the requirements as expressly guaranteed. Should the delivery or service deviate from the requirements, we shall be entitled to the rights specified in Section 11.3 immediately.

7. Our statutory rights remain unaffected.

XXXIII. Repeated defaults

If you provide essentially identical or similar deliveries or services again defective or delayed after a written warning, we shall be entitled to withdraw immediately. In this case, our right of withdrawal also includes such deliveries and services that you are obliged to provide to us in the future from this or another contractual relationship.

XXXIV. Indemnification in the event of material defects and defects of title

You indemnify us against all claims asserted against us by third parties – regardless of the legal basis – due to a material defect or defect of title or any other defect in a product delivered by you, and reimburse us for the necessary costs of our legal proceedings in this regard.

XXXV. Technical documents, tools, production equipment

1. Technical documents, tools, factory standard sheets, production equipment, etc. provided by us shall remain our property; all trademark, copyright and other property rights remain with us. They must be returned to us, **including all duplicates made, immediately after execution of the order without being asked**; in this respect, you are not entitled to assert a right of retention. You may only use the aforementioned items for the execution of the order and may not transfer them to unauthorized third parties or otherwise make them accessible. The duplication of the aforementioned items is only permitted insofar as it is necessary for the execution of the order.

2. If you create the items mentioned in clause 14.1 sentence 1 for us in part or in full at our expense, clause 14.1 shall apply accordingly, whereby we shall become (co-)owner of our share of the production costs accordingly. You store these items for us free of charge; we may at any time acquire your rights in relation to the Item, reimbursing any expenses not yet amortized, and demand the return of the Item.

3. You are obliged to care for and maintain the aforementioned items free of charge and to remedy normal wear and tear. If you commission a subcontractor with the production of tools and samples for the execution of our order, you assign to us your claims against the subcontractor for transfer of ownership of the tools and samples.

XXXVI. Provision of material

1. Material provided by us remains our property and must be kept by you free of charge and with the care of a prudent businessman separate from your other items and marked as our property. It may only be used to carry out our order. Damage to the material provided must be compensated by you.

2. If you process the material provided or transform it, this activity is carried out for us. We shall immediately become the owner of the new items created in this way. If the material provided is only a part of the new items, we shall be entitled to co-ownership of the new items in the proportion corresponding to the value of the material provided therein.

XXXVII. Confidentiality

1. You are obliged to treat all non-public commercial and technical details that become known to you through the business relationship confidentially and not to pass them on to third parties.

2. The production for third parties, the display of products specially manufactured for us, in particular according to our plans, drawings or other special requirements, publications concerning the orders and services as well as the reference to this order to third parties, require our prior written consent.

3. We would like to point out that we store personal data related to our business relationship with you and also transmit this data to our affiliated companies of the Telenco Group.

XXXVIII. Miscellaneous

1. The place of performance is the delivery address specified in each case.

2. If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the registered office of the company using these terms and conditions. However, we are also entitled to make use of them at your registered office.

3. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the reference provisions of German international private law.

4. Should individual clauses of these General Terms and Conditions of Purchase be invalid in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.

Status: January 2023