

## Conditions of sale and delivery

### 1. General:

Unless explicitly agreed otherwise in writing, the following terms and conditions of sale apply, based on the „General Terms and Conditions of Supply“ for products and services supplied by the electrical industry.

Our terms and conditions of delivery apply even if purchasers exclude the validity of the supplier's terms and conditions of sale in their terms and conditions of purchase and we do not explicitly refute these. Verbal and/or special agreements are only binding if confirmed in writing by ourselves.

### 2. Prices:

The prices indicated in the price list are gross per unit ex factory, excluding value added tax, and are non-binding. The applicable prices on the day the order is received are used as the basis for calculation unless the order in question has, exceptionally, been explicitly confirmed at fixed prices. Value added tax will be charged separately at the applicable rate.

### 3. Packaging:

All products come individually packed. The packaging is included. The disposal and all possible related costs are for buyer's account as incurred.

### 4. Delivery:

Prices are net ex factory. Orders for immediate delivery with a value of more than Euro 500 will be shipped carriage paid to the recipient's central warehouse in Germany, including packaging; except when otherwise stipulated in our order confirmation.

If the value of an order entitles the purchaser to carriage paid shipment or carriage paid shipment including packaging, we reserve the right to ship parts of the order at a later date ex factory and excluding packaging if production-related issues prevent us from delivering these items immediately.

### 5. Delivery times:

Delivery times indicated in the order confirmations are largely adhered to; they are, however, not binding. We reserve the right to ship orders in parts.

### 6. Transfer of risk:

The risk is transferred to the purchaser as soon as the shipment leaves our factory. The recipient bears the risk of transportation. Goods damaged in transit will not be reimbursed if breakage insurance of 1% of the net invoice amount is refused.

### 7. Retention of title:

Shipped goods remain our property until all outstanding claims against the purchaser have been met in full. The purchaser may use the goods that are subject to retention of title in the course of normal business operations. The purchaser is not permitted to pledge or transfer the goods by way of security or to assign them by any other means; we must be notified immediately of any seizures by third parties or other impairments of goods that are subject to retention of title. The purchaser already consents to assign any claims arising from the re-sale of goods subject to retention of title to the vendor and authorises the vendor to collect said claims. In spite of the aforementioned agreement, the purchaser remains authorised to collect any claims until we revoke such authorisation in writing. Upon our request, the purchaser must notify the debtor of the assignment of the claim. The vendor is entitled to give notice of this assignment. The retention of title also extends to the full value of any products created by processing, blending or combining our goods. In this respect, we are deemed to be the manufacturer, and the purchaser shall exempt us from any obligations arising there from. In the event that third parties retain a right of title to goods used in the processing, blending or combination with our goods, we acquire co-title to the newly created products in the ratio of the invoice values of the processed goods. We are authorised to access the purchaser's warehouse or to commission an agent to access the purchaser's warehouse for the purpose of inspecting the goods that are subject to retention of title. We undertake to release the retention of title at our discretion if the value of the same exceeds the claims to be secured by 20%.

### 8. Notification of defects:

The buyer is obliged to check incoming deliveries at the time of receipt of goods is complete and undamaged.

Complaints relating to shipped goods will only be considered if submitted within 8 days from receipt of the goods. The purchaser must provide proof to substantiate any complaint. In the event that we acknowledge the defect, we reserve the right to decide whether to accept the return of the defective merchandise in return for the revocation of the purchase contract or to replace it free of charge within a reasonable period or to credit the reduction in the value of the goods.

### 9. Warranties for defects

can only be accepted if such defects have demonstrably been caused by circumstances occurring prior to the transfer of risk. The warranty period is limited to a maximum of 12 months following the transfer of risk. We must be notified of any defects in writing as soon as they are detected. Returns will only be accepted if agreed in advance. Warranty cannot be granted on parts and components which were supplied by customers for the purpose of production of ordered goods.

### 10. Claims for damages asserted

by the purchaser are excluded, irrespective of the legal grounds on which they are asserted and in particular in respect of any violations of contractual obligations and impermissible actions. This does not apply to statutory liability obligations, e.g. pursuant to the Product Liability Act, in cases of premeditation or gross negligence, if life, limb or health are threatened or material contractual obligations violated. Compensation for violations of material contractual obligations is, however, limited to the contract-specific, foreseeable damage unless such damage is caused by premeditation or gross negligence or liability must be assumed for injury to life, limb or health. The aforementioned regulations do not constitute a reversal of the burden of proof to the disadvantage of the purchaser.

### 11. Returns:

Purchasers may only cancel an order in part or whole with our prior consent. In such cases, we reserve the right to charge 30% of the value of the goods as partial reimbursement of our costs. Goods that have already been delivered may only be returned – if at all – in a re-sellable condition and in their original packaging. Custom-made products, merchandise procured at the request of the customer, incandescent and fluorescent lamps and electronic switching equipment may not be returned. In the event that we consent to the return, we will issue a return slip which must be included with the return. Standard and undamaged goods in original packaging will be credited at a maximum of 70% of the invoiced price. All reconditioning, freight and packaging costs must, moreover, be borne by the purchaser. Returns are always shipped at the risk of the customer returning the merchandise. No credit will be issued for goods returned without a written declaration of consent. Such goods may be disposed of at the sender's expense.

### 12. Weights, dimensions, technical specifications and illustrations

have been prepared with all due care (E&OE) but are not binding since the construction, design and technical specifications of our products are constantly changing to keep pace with technical progress.

### 13. Payment terms:

Invoices are payable net and without any deductions within 30 days from invoice date. We grant a 2% discount on the net value of the merchandise if invoices are paid in advance or within 10 days from invoice date. In the event of delayed payment, we reserve the right to charge default interest at a rate of 5% above the applicable base rate pursuant to Section 1 Discount Rate Transition Act. A processing surcharge of Euro 10 will be levied on orders with a value of Euro 250 or less. In the event of default, the entire amounts receivable by us become due for payment immediately.

### 14. Disposal:

Non-private purchasers undertake to ensure the disposal of the purchased products in accordance with the provisions of the German Electrical and Electronic Equipment Act (ElektroG). In the event of resale, the purchaser transfers this obligation to their contractual partner. EU customers not resident in Germany: Please note the implementation of the WEEE Directive in national legislation.

### 15. Place of performance and general court of jurisdiction

for deliveries and payments and for all other obligations is, without exception, Sondershausen.

### 16. The General Terms and Conditions of Supply

for products and services supplied by the electrical industry apply. Please do not hesitate to contact us if you require a copy.