

General Terms and Conditions of Sale (GTCS)

As of: 27.06.2022 - preliminary

I. General

1. These General Terms and Conditions of Sale (GTCS) apply to all our business relations with our customers ("Buyer"). However, these GCS apply exclusively to legal transactions within the scope of our product areas RAPID SAMPLE, which is described in more detail in section 2. In this context apply the AVB for all legal transactions between the buyer and Zollner Elektronik AG including their affiliated onesn company according to §§ 15ff. AktG. The AVB only apply if the buyer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law. These Terms and Conditions of Sale shall apply unless the contracting parties have agreed otherwise in writing A. Deviations are only valid if they have been confirmed in writing by Zollner.
2. In the RAPID SAMPLE product area, development patterns such as. For example, assembled printed circuit boards or mechatronic modules - detached from the series production process - can be manufactured in an accelerated manner using streamlined processes. By means of interactive platform and digital communication erfollowed by data provision, data clarification, material availability check, quotation preparation and commissioning. In the ERP system, material procurement, staging and production are carried out purely on the basis of manufacturer part or drawing numbers. The goal is fast and flexible production of early development samples to reduce development time (time-to-market).
3. Our GCS apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Buyer without reservation in the knowledge of the Buyer's GTC.
4. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. For the content of such agreements, subject to proof to the contrary, a written agreement or our written confirmation shall be decisive.
5. With the placing of an order, the customer and/or Buyer to our terms and conditions of sale and delivery.
6. For the handling of confidential information and personal data, the legal provisions apply as minimum requirements (e. g.B. the German Act on the Protection of Business Secrets (GeschGehG), Basic Data Protection Regulation (DSGVO), etc.). The contractual partners may also conclude a non-disclosure agreement for this purpose.

II. Prices and payment

1. Unless Anderes agreed, our prices are DAP agreedr place (INCOTERM 2010) excluding VAT.
2. Invoicing is always in EURO.
3. Costs for packing and shipping are included in the price.
4. Our offers are subject to change and non-binding. This also applies if we provide the purchaser with catalogs, technical documentation (e. g.B. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.
5. The order of the goods by the buyer is considered a binding offer of contract and can only be revoked after approval by us. Acceptance can be made either in writing, in text form (e.B. by order confirmation) or by delivery of the goods to the buyer. We reserve the right to change confirmed prices if there was a price change in the offer period.
6. Our invoices are generally payable: 10 days after the invoice date net. Priority is given to the terms of payment from our offer. We have the discretion to change the payment terms at any time.
7. In the event of non-compliance with the agreed payment deadline, we shall charge interest on arrears from the due date at a rate of 9% above the respective base interest rate of the Deutsche Bundesbank.
8. The purchaser may only offset against our claims or assert a right of retention if the purchaser's counterclaims are undisputed or if there is a legally enforceable title directed against us.

III. Rights to items of the buyer

1. The buyer declares to hold all necessary rights (property, copyright, etc.) to the parts to be processed for him, layouts and designs ("Objects") and therefore bears sole responsibility for any infringements of rightss. The purchaser indemnifies us against all claims of third parties for infringement of rights in connection with items delivered by him.

IV. Orders

1. Excess or short deliveries of assembled printed circuit boards up to 10% of the ordered quantity are customary in the industry and do not entitle to complaints or refusal of acceptance.
2. Call-off or blanket orders must be accepted within one calendar year. Deviations require the text or written form.

3. If material has already been prepared or ordered by us for orders and the order is cancelled by you, the costs already incurred will be charged.
4. The purchaser undertakes to send only checked and virus-free data and/or Otherwise, the latter shall be liable for any damage incurred.

V. Buyer data

1. No responsibility will be accepted for errors in the order, in documents sent in or due to unclear or incomplete information.

VI. Tools and devices

1. Tools, fixtures and production equipment (such as e.g. films, printing stencils) are only charged with cost shares. They remain our property.

VII. Delivery times

1. Delivery times are given to the best of our judgement, but they are not binding.
2. The delivery period shall only begin upon receipt of the documents necessary for the execution of the order and shall require clarification of all technical issues.
3. In the case of payment in advance, the delivery time begins only at the time of receipt of payment on our account.
4. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform the purchaser of this and at the same time inform him of the expected new delivery deadline. If the service is not available even within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will refund any consideration already paid by the purchaser. A case of non-availability of the service in this sense shall be deemed to be in particular the non-timely self-delivery by our supplier if we have concluded a congruent covering transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case. The delivery time shall be deemed to have been met if the goods to be delivered have left the factory or the warehouse before the deadline. Delayed deliveries due to shipping do not entitle to complaints, refusal of acceptance or invoice reductions, even if the production or delivery was ordered with express surcharges.
5. Delivery time overruns or delayed deliveries do not entitle the buyer to withdraw from the contract or to refuse acceptance.
6. Claims for damages due to non-performance or delayed delivery are excluded.

7. In the event of a delay in delivery caused by us, the purchaser can only assert his rights if he sets us a period of grace of at least three weeks in writing with the threat of refusal and after its fruitless expiry withdraws from the order with regard to the delivery in default. . The purchaser shall not be entitled to any further claims.

VIII. Delivery

1. Delivery is made DAP agreed place (INCOTERM 2020), where is also the place of performance for delivery and any subsequent performance.
2. If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to claim compensation for the resulting damage, including additional expenses (e.g., for the loss of the goods).B. storage costs). For this we charge a lump-sum compensation in the amount of 0.5% per calendar week up to maximum a total of 5% resp. 10% in case of final non-acceptance, starting with the delivery date or - in the absence of a delivery deadline - with the notification of readiness for shipment of the goods. The proof of a higher damage and our legal claims (in particular compensation of additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. The purchaser shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.
3. Partial deliveries by us are permissible insofar as this is reasonable for the buyer.
4. We are entitled at any time, without giving reasons, to make a delivery dependent on payment on delivery.

IX. Retention of title

1. All delivered goods remain our property until complete fulfillment of our claims from all deliveries, including any claims for damages. The goods may be resold or further processed in the ordinary course of business.
2. If the goods are resold prior to the fulfillment of all our purchase price claims, the purchaser's claim from the resale or, in the case of combination, mixing or processing, in the amount of the value of the goods delivered to shall take the place of the goods by assignment in advance, without the need for an express assignment of the claim. The purchaser must notify us immediately before the sale and instruct the third party purchaser to make payment directly to us to this extent. If the purchaser nevertheless receives payment of his claim from the third party purchaser in deviation from this, he shall accept this payment on our behalf in a fiduciary capacity within the meaning of the breach of trust provision of the German Criminal Code and shall be obliged to immediately forward the amount received to us.

3. The buyer may neither pledge the delivered goods nor assign them as security. In the event of seizure or confiscation or other disposal by third parties, the purchaser must inform us immediately.

X. Liability for defects

1. The Buyer's rights in respect of defects shall be subject to the Buyer having duly complied with its obligations to inspect the goods and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).
2. The purchaser must report any defects immediately after receipt of the goods in writing or by telex. Insignificant or minor defects in material, surface, color or positioning accuracy, which are caused by the peculiarity of the production, do not entitle to claim.
3. Dimensional differences resulting from shrinkage or elongation of the materials used are reserved. For changes that are subsequently caused by external influences (weather, light, moisture and the like), the warranty is void.), liability shall only be assumed to the extent that these are caused by improper work.
4. In case of justified complaints within the time limit, we are free to rework the delivered goods, to deliver a replacement or to credit the buyer according to the reduction in value of the goods. Further claims of the buyer of any kind are excluded. In particular, the Buyer shall have no claim to rescission of the purchase contract, reduction of the agreed purchase price or compensation for damages of any kind, including loss of profit, which are directly or indirectly attributable to the defects. We are entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
5. The goods shall be deemed free of defects if they comply with the agreed specifications. Our obligation to accept complaints shall not apply in the event of any improper processing of the delivered goods without our prior consent, unless the alleged defect could not have been caused by the improper processing. Furthermore, the goods are merely development samples or Prototypes, which are neither intended nor suitable for use in the field, nor for series production or product validation. The goods are intended only for internal use or Evaluation determined. If the goods are delivered contrary to these provisions in the field or used in the series, we do not assume any liability and warranty and the purchaser shall indemnify us against any resulting costs and damages in the event of a claim by third parties.
6. Unless otherwise specified in these GTC including the following provisions , we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions. We shall be liable for damages - irrespective of the legal grounds - within the scope of of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable subject to a milder

standard of liability in accordance with statutory provisions (e.g..B. for diligence in own affairs) only

- a) for damages resulting from injury to life, body or health,
- b) for damages resulting from a not insignificant breach of a material contractual obligation (an obligation the fulfillment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

The resulting limitations of liability shall also apply in the event of breaches of duty by or on the part of for the benefit of persons for whose fault we are responsible in accordance with statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act. Due to a breach of duty that does not consist of a defect, the purchaser may only withdraw from or terminate the contract if we are responsible for the breach of duty. A free right of termination of the purchaser (in particular pursuant to. §§ 651, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply. Deviating from § 438 para. 1 No. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

XI. Resignation

1. We shall be entitled to withdraw from the contract in whole or in part if the Buyer is in default of acceptance, suffers a financial collapse, in particular if a court settlement or bankruptcy proceedings are instituted against his assets.
2. In the event of withdrawal, the purchaser shall not be entitled to any claims for damages against us.

XII. Export control

1. In recognition of U.S. and otherwise applicable (particularly German) export control legislation, Buyer agrees to obtain all necessary export licenses or other documents on its own at its own expense prior to exporting the delivered goods or technical information obtained from us.
2. Buyer agrees not to sell, export, re-export, deliver or otherwise transfer, directly or indirectly, the delivered goods or technical information to any person, company or country in violation of U.S. or other (including, without limitation, German) laws or regulations. Buyer agrees to inform all recipients of such products or technical information of the need to comply with such laws and regulations.

The Buyer shall obtain at its own expense all licenses and export and import documents required for its use of the Products. The refusal of an export license does not entitle the buyer to withdraw from the contract or to claim damages.

XIII. ElektroG

1. Not we, but the buyer is obliged to dispose of goods that fall under the ElektroG in accordance with all legal provisions on his own responsibility.

XIV. Other exclusions

1. The goods distributed by us or manufactured on behalf of the buyer must not be used in any way as a critical component of a life support device/system or in qualification or end-user equipment.
2. The content available through the Web Site may contain spelling or other errors or typographical errors, inaccuracies and are possibly incomplete or outdated. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without notice; however, we do not warrant that any errors, inaccuracies or omissions will be corrected.
3. The web site of us is accessible worldwide. However, not all goods or services are available to all persons or in all geographic areas. We reserve the right to limit the supply of products and services to any person, in any geographic region or in any jurisdiction, and to limit the quantities of any products or services supplied.

XV. Place of performance and jurisdiction

1. The place of performance is Zandt.
2. The place of jurisdiction for all disputes arising from or in connection with this contract is the local court Zandt. However, we are also entitled to bring the action before the domestic or foreign ordinary court with jurisdiction for the purchaser .

XVI. Other

1. The contract shall be governed by German law to the exclusion of the application of the UN Convention on Contracts for the International Sale of Goods (CISG) and international collision standards under private law.
2. If individual provisions of these terms and conditions of delivery and business are ineffective, the remainder of the contract and these terms and conditions shall remain effective. In order to replace the invalid provisions, regulations shall be made which come as close as possible to the desired purpose.