

General Terms and Conditions of sales and delivery of Siebert Industrieelektronik GmbH

(Business address: Siebertstrasse, 66571 Eppelborn), registered at the local court of Saarbrücken under HRB number 43073, VAT ID no. DE 138044469

§ 1 Scope of application, form

(1) These General Terms and Conditions of sale and delivery (GTC) apply to all our business relationships with our customers ("buyer"). The GTC shall only apply if the buyer is an entrepreneur/business (§ 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.

(2) The General Terms and Conditions apply in particular to sales contracts and, where applicable, the delivery of movable goods ("goods"). Unless otherwise agreed, the GTC in the version valid at the time of the buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.

(3) Our GTC apply exclusively. Deviating, conflicting or supplementary GTC of the buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if the buyer refers to its GTCs in the context of the order and we do not expressly object to them.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the GTCs.

(5) Legally relevant declarations and notifications by the buyer in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be made in writing. "In writing" within the meaning of these GTC includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and the right to demand further evidence (in particular in the event of doubts about the legitimacy of the declaring party) shall remain unaffected.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply insofar as they are not directly amended or expressly excluded in these GTCs.

§ 2 Conclusion of contract, offer documents

(1) Our offers are subject to change and non-binding.

(2) Our information on the subject of delivery or service (e.g. weights, dimensions, utility values, capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations, including samples or specimens) shall only be approximate unless the usability for the contractually intended purpose requires exact conformity. They shall not constitute guaranteed characteristics, but rather descriptions or identifications of the delivery or performance. Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permitted, provided they do not impair the usability for the contractually intended purpose.

(3) Information in our catalogs or other general publications, in particular on the Internet, corresponds approximately to the circumstances or intentions at the time of printing, but is not binding. We reserve the right to make changes of any kind, in particular due to technical progress.

(4) We provide information on the application and suitability of our products to the best of our knowledge. However, it remains non-binding and does not exempt the purchaser from carrying out his own trials and suitability tests.

(5) We reserve the right of ownership or copyright to all offers and cost estimates submitted by us as well as drawings, illustrations, calculations, brochures, catalogs, samples, tools and other documents and aids that have been passed onto the buyer for his use. The buyer may not make these items accessible to third parties, disclose them, use them himself or through third parties or reproduce them without our express consent. At our request, he must return these items to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of normal data backup.

(6) The order of the goods placed by the buyer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within two (2) weeks of its receipt by us.

(7) Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

§ 3 Delivery period, reservation of self- supply and delay in delivery

(1) The delivery period shall be agreed upon individually. If this is not the case, we shall specify a reasonable delivery period upon acceptance of the order. The delivery period shall commence as soon as the order has been accepted by us and all details of the order have been clarified by the buyer, in particular all information required has been provided by the buyer.

(2) If we are unable to meet binding delivery deadlines due to late delivery by our suppliers, we shall inform the buyer of this immediately and at the same time inform him of the expected new delivery deadline. Only if the buyer cannot reasonably be expected to accept the delivery or service as a result of this delay can he withdraw from the contract by immediate written declaration to us. If the delivery is also not available within the new delivery

period, we shall be entitled to withdraw from the contract in whole or in part; we shall reimburse any consideration already paid by the purchaser. The above reservation of self-supply shall only apply if we have concluded a congruent hedging transaction and are not otherwise responsible for the untimely self-supply. If a case of non-timely self-delivery also constitutes a case of force majeure within the meaning of § 4 of these GTC, the provisions of § 4 of these GTC shall apply exclusively.

(3) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the buyer is required.

(4) The rights of the buyer in accordance with these GTC, in particular on the basis of § 12 of these GTC and the law as well as our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfillment), shall remain unaffected.

§ 4 Force Majeure

(1) "Force Majeure" means the occurrence of an event or circumstance that prevents a party from fulfilling one or more of its contractual obligations under the contract if and to the extent that the party affected by the impediment proves that: (a) such impediment is beyond its reasonable control; and (b) it was not reasonably foreseeable at the time of the conclusion of the contract; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

(2) In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil the requirements of subsection 1 lit. (a) and lit. (b): (I) war (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilization; (II) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (III) currency and trade restrictions, embargo, sanctions; (IV) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalization; (V) plague, epidemic, natural disaster or extreme natural event; (VI) explosion, fire, destruction of equipment, prolonged breakdown of means of transport, telecommunications, information systems or energy; (VII) general industrial unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.

(3) A party who successfully invokes Force Majeure shall be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time when the impediment prevents it from performing, provided that notice is given without delay. If notice is not given immediately, the release shall take effect from the time the notice reaches the other party. If the effect of the alleged impediment or event is temporary, the consequences set out above shall apply only for so long as the alleged impediment prevents performance of the contract by the party concerned.

(4) If the duration of the impediment alleged has the effect that the contracting parties are substantially deprived of what they could reasonably expect under the contract, either party shall have the right to rescind the contract by giving notice to the other party within a reasonable period of time. Unless otherwise agreed upon, the parties expressly agree that either party may withdraw from the contract if the duration of the impediment exceeds 120 days.

§ 5 Delivery, place of delivery, transfer of risk, default of acceptance, partial performance

(1) Delivery shall be "ex works", which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the buyer, the goods will be shipped to another destination (sales shipment). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. We will only cover the delivery with transport insurance if the buyer requests this in text form. For the costs of sale by dispatch, we refer to § 6 para. 3 GTC.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon handover of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If the buyer is in default of acceptance, this shall be deemed equivalent to handover.

(3) 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 demand compensation for the resulting damage, including additional expenses (e.g. storage costs). In such cases, we reserve the right to all our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination).

(4) We are entitled to partial performance at any time, provided this is reasonable for the buyer.

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§ 6 Prices and terms of payment

(1) Unless otherwise agreed upon in individual cases, our current prices at the time of conclusion of the contract shall apply "ex works", plus any packaging costs and statutory VAT. Payment must be made to one of our bank accounts. Any transaction costs of the payment itself shall be borne by the buyer, i.e. in particular any bank charges or similar shall be at his expense.

(2) For orders with a net order value of less than € 50.00, we charge an additional processing surcharge of € 15.00 net.

(3) In the case of sales by dispatch (§ 5 para. 1 GTC), the buyer shall bear the transport costs "ex works" and the costs of any transport insurance requested by the buyer. Any customs duties, fees, taxes and other public charges shall be borne by the buyer.

(4) The purchase price is due and payable within 30 days (net) of invoicing and delivery of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

(5) Upon expiry of the above payment period, the buyer shall be in default without the need for any other event giving rise to default, e.g. a reminder. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate (currently nine [9] percentage points above the respective prime rate of the ECB). We reserve the right to claim further damages caused by default. Our claim to commercial maturity interest (§ 353 HGB (German Commercial Code)) against merchants remains unaffected.

(6) The buyer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the buyer's counter-rights shall remain unaffected, in particular pursuant to § 11 para. 5 sentence 2 GTC.

(7) If it becomes apparent after conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB (German Civil Code)). In the case of contracts for the manufacture of non-fungible goods (customized products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

§ 7 Legal and official regulations, place of use of the goods and export control law

(1) Compliance with statutory and official regulations when using our products is the responsibility of the customer.

(2) Our goods are intended for use within the EU. If the Buyer wishes to use the goods delivered by us in a country that is not a member state of the EU, it is solely his responsibility to ensure that the goods meet the legal, official and other requirements for use in this country.

(3) The buyer is obliged towards us to comply with the applicable provisions of national and international export control law when reselling or otherwise passing on the goods delivered by us to third parties. Export control law in the aforementioned sense includes in particular the export control regulations of the Federal Republic of Germany and the EU. In particular, the buyer shall take appropriate measures to ensure that the resale or other transfer of the goods delivered by us does not violate embargo or sanction regulations of the Federal Republic of Germany, the EU or the UN.

(4) The export control law within the meaning of para. 2 also includes that of the USA, unless it is subject to the EU Blocking Regulation (Council Regulation [EC] No. 2271/96 of 22.11.1996 on protection against the effects of the extraterritorial application of legal acts adopted by a third country and of measures based thereon or resulting therefrom) or related regulations (in particular the Delegated Regulation [EU] No. 2018/1100) in their respective valid version. It is made clear that we reserve all legal rights in the event of a violation of the export control law of the USA by the buyer, even if it is subject to the EU Blocking Regulation.

(5) If the buyer passes on goods delivered by us to third parties or otherwise resells them, the buyer undertakes to provide us with all documents and information on the end user, end use and final destination of these goods upon request, in particular in the event of official inspections relating to export control law.

(6) The buyer shall indemnify us against all claims asserted against us by authorities or other third parties due to a breach by the buyer of the above export control obligations (paragraphs 2, 3 and 4) and undertakes to compensate us for damages and expenses in the event of such breaches.

§ 8 Packaging, packaging regulations

(1) For the type and manner of packaging, we refer to § 5 para. 1 GTC and for the packaging costs to § 6 para. 1 GTC.

(2) In the event that the country of destination of the goods has special reporting, registration, disposal, recycling or other obligations for packaging or packaged goods ("packaging regulations") under national or European law (in particular under the EU Packaging Directives [in particular Directives 94/62/EC and (EU) 2018/851]), it is agreed between the parties that the buyer alone is responsible for fulfilling these obligations. As far as legally possible, this stipulation shall also apply in relation to authorities (of the country of destination) or other third parties (in particular in cases where it is not sufficiently clear under the relevant packaging regulations whether the responsibility lies with the buyer or with us).

(3) The buyer undertakes to us to comply with all packaging regulations. Insofar as measures that are required under packaging regulations can only be taken by us for compelling reasons (in particular because they concern the type and manner of packaging), the buyer undertakes to inform us of this in good time before packaging in text form.

(4) The buyer shall indemnify us against all claims asserted against us by authorities or other third parties due to a breach by the buyer of the above packaging obligations (paragraphs 2 and 3) and undertakes to compensate us for damages and expenses in the event of such violations.

§ 9 Return of old appliances

(1) Enquiries regarding the take-back of old appliances in accordance with Section 19 of the German Electrical and Electronic Equipment Act (ElektroG) should be sent by e-mail to the following e-mail address: info@siebert-group.com.

(2) Personal data on the old appliances to be disposed of must be deleted by the user in accordance with Section 19a of the German Electrical and Electronic Equipment Act (ElektroG).

§ 10 Retention of title

(1) We reserve title to the goods sold until all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.

(2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g. seizures).

(3) If the buyer acts in breach of contract, in particular if he fails to pay the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods does not at the same time include the declaration of withdrawal; we are rather entitled to merely demand the return of the goods and reserve the right to withdraw from the contract. If the buyer does not pay the purchase price due, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

(4) The buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business until revoked in accordance with (c) below. In this case, the following provisions shall apply in addition.

(a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The buyer hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the buyer mentioned in paragraph 2 shall also apply in consideration of the assigned claims.

(c) The buyer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the buyer meets his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the buyer's authorization to further sell and process the goods subject to retention of title.

(5) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the buyer's request.

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§ 11 Warranty claims of the buyer

(1) The statutory provisions shall apply to the buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the rights of the buyer arising from separately issued guarantees remain unaffected.

(2) The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (§ 434 para. 3 BGB (German Civil Code)). Reference is made at this point to § 2 (1) to (4) of these GTC.

(3) In principle, we shall not be liable for defects which the buyer is aware of or is grossly negligent in not being aware of when the contract is concluded (§ 442 BGB (German Civil Code)). Furthermore, the buyer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (§§ 377, 381 HGB (German Commercial Code)). If a defect becomes apparent upon delivery, inspection or at any later point in time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 8 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the buyer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, in particular, the buyer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

(4) If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the buyer in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(5) We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.

(6) The buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. For the place of performance of subsequent performance, reference is made to § 5 para. 1 sentence 1 GTC. In the event of a replacement delivery, the buyer must return the defective item to us at our request in accordance with the statutory provisions; however, the buyer has no right of return. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services; the buyer's claims for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.

(7) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTC, if a defect actually exists. Otherwise, we may demand compensation from the buyer for the costs arising from the unjustified request to remedy the defect if the buyer knew or could have recognized that there was in fact no defect.

(8) If a reasonable deadline to be set by the buyer for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

(9) Claims of the buyer for reimbursement of expenses pursuant to § 445a para. 1 BGB (German Civil Code) are excluded. Claims of the buyer for damages or reimbursement of futile expenses (§ 284 BGB (German Civil Code)) shall only exist in accordance with the following §§ 12 and 13, even if the goods are defective.

§ 12 Other liability

(1) Unless otherwise stated in these GTC (in particular § 4) including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provision.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only in the following cases

a) for damages arising from injury to life, body or health,

b) for damages arising from the breach of a material contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from paragraph 2 shall also apply to third parties and to breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the buyer under the Product Liability Act.

(4) Due to a breach of duty that does not consist of a defect, the buyer may only withdraw from or terminate the contract if we are responsible for the breach of duty. A free right of termination of the buyer (in particular according to §§ 650, 648 BGB (German Civil Code)) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

§ 13 Limitation

(1) Notwithstanding § 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.

(2) This deviation from § 438 Para. 1 No. 3 BGB (German Civil Code) shall not affect other special statutory provisions on the statute of limitations (in particular § 438 Para. 1 Nos. 1 and 2, Para. 3, §§ 444 BGB (German Civil Code)).

(3) The above limitation periods of the sales law shall also apply to contractual and non-contractual claims for damages of the buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB (German Civil Code)) would lead to a shorter limitation period in individual cases. The buyer's claims for damages pursuant to § 12 para. 2 sentence 1 and sentence 2 a) and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 14 Applicable law and place of jurisdiction

(1) These GTC and the contractual relationship between us and the buyer shall be governed by the law of the Federal Republic of Germany excluding the international uniform law, in particular the UN Sales Convention.

(2) If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law or if the buyer has no general place of jurisdiction in the Federal Republic of Germany, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office (Eppelborn). However, we are also entitled in all cases to bring an action at the buyer's general place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.