

General Terms and Conditions of Purchase of Janitza electronics GmbH

§ 1 Scope

These Terms and Conditions of Purchase shall apply exclusively to these as well as to future deliveries and services of the supplier; we shall not recognize any conflicting or deviating general terms and conditions unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept and pay for deliveries of products and services of the supplier (hereinafter: contractual object) while aware of terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase.

§ 2 Conclusion of contract

Agreements, orders and delivery schedules as well as their amendments and supplements must be made in text form. An order shall be deemed accepted if the supplier does not object within 6 working days from the order date.

§ 3 Prices

Our prices are fixed prices and "free domicile" in the sense of DDP to the agreed place of delivery (INCOTERMS 2010) including packaging, but excluding VAT.

§ 4 Payment, set-off, etc.

(1) Payments shall be made as follows: After receipt of a proper invoice, but not before receipt of the complete delivery; within 30 days without deductions, within 10 days with a 3% discount.

(2) Default in payment shall only occur after the due date and a reminder. The amount of interest on arrears shall be determined exclusively in accordance with the statutory interest rate of the German Commercial Code for commercial transactions.

(3) We are entitled to rights of set-off and retention to the extent provided by law.

§ 5 Place of performance, deliveries, packaging

(1) Deliveries shall be made DDP to the agreed place of delivery (INCOTERMS 2010). The supplier therefore bears the material risk until acceptance of the goods by us or our agent at the agreed destination. For quantities, weights and dimensions, the values determined by us during the incoming goods inspection shall be authoritative, unless proven otherwise.

(2) Partial deliveries are not permitted unless we have expressly agreed to them. The supplier is only entitled to use subcontractors with our prior written consent.

(3) If the supplier has assumed the installation or assembly, it shall bear all costs in connection therewith.

(4) The supplier undertakes to use environmentally friendly packaging that permits reuse or cost-effective disposal. The packaging is intended to ensure protection against damage, soiling and moisture during transport and storage, so that assembly or further processing can be carried out by us or a company commissioned by us without additional expense. The packaging must visibly display all important information with respect to contents, storage and transport. Returnable packaging shall be returned to the supplier's address freight collect.

§ 6 Delivery dates

(1) If agreed deadlines are not met, the statutory provisions shall apply. As soon as the supplier realizes that it will not be possible for it to meet the agreed delivery date or other deadlines in accordance with the contract, it must notify us immediately.

(2) The supplier may only invoke the absence of necessary information or documents to be provided by us if it has not received such information or documents within a reasonable period despite a written reminder.

(3) The unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims to which we are entitled due to the delayed delivery or service; this shall apply until full payment of the remuneration owed by us.

§ 7 Retention of title

Ownership of the contractual items shall pass to us upon payment in full. However, we shall be entitled to further process or resell the goods as agreed even before payment in full. Any extended or expanded retention of title shall require our express prior consent in text form.

§ 8 Waste disposal, prohibited substances

(1) The supplier guarantees compliance with the applicable laws on the packaging of materials and on the return and disposal of contractual products, in particular the provisions of the applicable packaging regulation and the German act on the placing on the market, recovery and environmentally sound disposal of electrical and electronic equipment (ElektroG).

(2) The supplier also warrants "RoHS Conformity" (Directive 2011/65 of the European Parliament and of the Council of January 3, 2013) of the contractual objects.

§ 9 Force majeure

Force majeure and events beyond our control entitle us – without prejudice to our other rights – to withdraw from the contract in whole or in part if our interest in the performance ceases as a result.

§ 10 Secrecy

(1) The supplier shall treat confidential information, in particular documents, samples, business intentions, personal data, problems, data and/or problem solutions and other specific know-how (hereinafter collectively referred to as "Information") made available by us as confidential for the duration and after termination of the contractual relationship, and in particular shall not pass it on to third parties or use it for its own business purposes without authorization. It will also impose this obligation on its employees.

(2) This duty of confidentiality shall not apply to information that

- was already known to the other party prior to the contractual relationship;

- was lawfully acquired from third parties;
- is or becomes generally known or state of the art;
- is approved by the disclosing contractual partner.

(3) After termination of this contractual relationship, the supplier should return all documents and information requiring secrecy without being requested to do so or destroy them at our request and provide us with proof thereof. The supplier shall uninstall any software and presentation versions provided for the supplier's own use immediately and without being requested to do so.

(4) The supplier shall comply with the rules of data protection, in particular if it is granted access to our operations or to hardware and software. It shall ensure that its vicarious agents also comply with these provisions; in particular, it will oblige them to maintain data secrecy before commencing their activities.

§ 11 Insurance

The supplier must take out and maintain appropriate liability insurance with customary terms for the industry and a minimum coverage of EUR 2 million per claim for the duration of the contract, including warranty periods and limitation periods for claims for defects.

§ 12 Quality assurance, incoming goods inspection

(1) The supplier undertakes to maintain a state-of-the-art quality management system. The supplier shall carry out inspections during production in accordance with its QMS, unless it proves necessary to carry out a special preliminary inspection. If this is the case, we will provide the criteria for such a preliminary inspection in a timely manner.

(2) The supplier shall carry out a final inspection of the products to ensure that only defect-free goods are delivered.

(3) Acceptance of the delivery shall be subject to inspection for freedom from defects, if and when this is feasible in the ordinary course of business. This only includes identity, completeness and externally visible defects of the goods. In addition, the incoming goods inspection shall be replaced by the quality assurance at the supplier's premises in

accordance with paras. 1 and 2; in this respect, the supplier shall waive the objection of late notification of defects in accordance with § 377 of the German Commercial Code (HGB).

§ 13 Rights in case of defects

(1) The statutory provisions on material defects and defects of title shall apply without restriction unless otherwise provided below.

(2) Material defects and defects of title become time-barred 36 months after delivery.

(3) If the supplier undertakes new deliveries or the repair of parts of the delivery in order to fulfill its warranty obligations within the limitation period, the limitation period shall recommence at the point in time at which the supplier has completely fulfilled our claims for subsequent performance.

(4) The supplier shall bear all costs incurred by us as a result of the defective delivery of the contractual object, in particular transport, travel, labor, material and inspection costs exceeding the usual scope.

(5) If we take back products manufactured and/or sold by us as a result of the defectiveness of the contractual object delivered by the supplier or if the purchase price was reduced for us because of this or if claims were made against us in any other way because of this, we reserve the right of recourse against the supplier.

(6) In the event of recourse, the supplier shall reimburse us for the expenses incurred due to the defectiveness of its performance, which we have to bear in relation to our customer.

(7) In the event of withdrawal, we are entitled to use the supplier's deliveries and services free of charge until suitable replacement is procured. The supplier shall bear all costs caused by the withdrawal and shall take care of the disposal.

§ 14 Product liability

(1) In the event that claims are asserted against us on the basis of product liability, the supplier undertakes to indemnify us against such claims if and to the extent that the

damage was caused by a defect in the contractual object delivered by the supplier and – in cases of fault-based liability – the supplier is at fault.

(2) Insofar as the cause of the damage lies within the supplier's verifiable area of responsibility, the supplier shall bear the burden of proof in this respect.

(3) In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action or recall action. In all other respects, statutory provisions shall apply.

§ 15 Property rights, indemnification

(1) Insofar as we provide the supplier with plans, documents, sketches or other protectable information for the performance of its services, the supplier shall receive a simple right of use, revocable at any time and limited to the duration of the order processing, for its own internal use. The right of use does not include copying, distribution, processing or making available to the public. The supplier must not use such protectable information to process orders from other customers.

(2) Insofar as new results capable of being protected by property rights arise from the joint cooperation, the parties shall reach a separate agreement on their registration and use, in which the shares of effort made in development are to be taken into account appropriately. However, we shall acquire at least a simple right of use to the property right object, unlimited in terms of time, content and location and free of charge.

(3) The supplier warrants that the contractual use of its deliveries and services by us or our customers is not opposed by any third party property rights, even if the deliveries are intended for use abroad. It shall indemnify us against all claims of third parties asserted against us on the basis of an infringement of property rights and reimburse us for all expenses and costs incurred by us in connection with the defense against such claims.

§ 16 Spare parts

The supplier guarantees us and our customers a supply of replacements or spare parts for the contractual items for a period of at least 10 years after delivery of the respective contractual items under reasonable conditions.

§ 17 Tools, materials

(1) If we provide materials, devices or tools for the production of the contractual items, these shall remain our property. If the procurement or manufacture of such materials, devices or tools is carried out by the supplier on our behalf, we shall acquire ownership upon payment of the agreed price.

(2) The supplier is responsible for properly maintaining and insuring the materials, devices and tools. Unless the parties agree otherwise, the costs for this are included in the agreed product price.

We may demand the return of the items owned by us at any time. The supplier waives any rights of retention in this respect.

(3) The supplier is not entitled to use materials, devices or tools for orders of other customers.

§ 18 Acceptance

In the case of agreed services, in particular assembly services, acceptance shall be governed exclusively by the provisions of § 640 of the German Civil Code (BGB).

§ 19 Export licenses

The supplier is responsible for ensuring that the contractual products are suitable for export to the agreed or known countries of destination when processed or used as intended. In the event of delivery obstacles arising anyway due to official decisions and/or national or international regulations, in particular due to export control regulations as well as embargos or other sanctions imposed due to the supplier's contractual products, the supplier undertakes to support us appropriately and as quickly as possible in obtaining the necessary export licenses. If the impediment to delivery lasts longer than 6 months, we shall have a special right of withdrawal with regard to the affected parts.

§ 20 Final provisions

(1) The place of performance and exclusive place of jurisdiction is the registered office of our company; if we file a suit, the general place of jurisdiction of the supplier shall also apply.

(2) The law of the Federal Republic of Germany shall apply to all legal relationships between the supplier and us, excluding the conflict of laws and the Vienna UN Convention on Contracts for the International Sale of Goods (CISG).