

1. General

The following terms & conditions apply to all transactions, superseding hereby all other terms & conditions governing business, sales and purchase by the client. Deviations from these terms & conditions require prior approval in writing. On conclusion of a contract, latest by receipt of goods or part thereof, the client acknowledges these terms & conditions as the solely valid terms & conditions. Agreements, assurances and additional agreements by our employees and representatives shall have no collecting powers. These terms & conditions may be supplemented by the „General Terms & Conditions of Supply for Products and Services in the Electrical Industry“.

2. Offers

2.1 Offers by the seller refer to customary qualities in the trade and are non-binding. The seller shall not undertake any guarantee for the ownership of his deliveries for a special purpose of use unless expressly agreed upon in writing.

2.2 Drawings and descriptions of the offered goods are only approximately authoritative. The seller is at liberty to deliver the goods, as the case may be, as per his own latest status of manufacturing of goods in question.

2.3 Purchase Orders, additional agreements and assurances are only deemed to be accepted by the seller on confirmation in writing. The same shall also apply to actions by employees or representative of the seller.

3. Prices

3.1 Pricelists are non-binding, while mutually agreed prices in writing are authoritative.

3.2 Hikes in public and private charges and in freight charges after submission of the offer shall be borne by the client.

3.3 Dead freight is at the expense of the client unless the seller is at fault.

4. Delivery

4.1 Confirmation of the order by the seller shall be authoritative for the scope of delivery. The scope of services concerns only the delivery of goods as specified in the confirmation of order. Additional services such as commissioning, assembly or instructions of in respect of the goods to be delivered require express agreements in writing.

4.2 On handing over the goods to the forwarding agent or freight agent, the risk is commuted to the client even in the case of carriage-paid deliveries, latest, however, as soon as the goods leave the premises of the seller. Should the insurance risk be covered by the client, it shall not have effect on the above clause defining risk. As the case may be, the client must incorporate such condition at his expense that is imposed on the seller by the forwarding agency and insurance company.

4.3 Acceptance and certification by experts are not part of the delivery by the seller. At the most, the seller may engage the services of an expert on behalf of the client.

5. Delivery schedules

5.1 The conditions of delivery as indicated in the confirmation of order by the seller shall apply under following clauses:

5.1.1 The confirmation of order shall not have any ambiguities in respect of the delivery and characteristics of the goods. The client shall be responsible for acquiring all necessary documents, details, approvals, releases and similar.

5.1.2 The client shall not modify his order after dispatch of confirmation of his order.

5.1.3 Under normal circumstances, manufacturing and dispatches shall not be deferred due to force majeure, for example, mobilization, war, uprisings and so on. Such events may entitle the seller to fully or partially withdraw from the contract. The client may request the seller to explain whether he intends to deliver goods within a reasonable time or withdraw from the contract. Should he fail to provide an explanation, then the client is entitled to withdraw from the contract. If necessary,

the client shall be obligated to extend the period of specified letters of credit, instructions and similar.

5.2 If the seller is in default, the rights and obligations of the client shall be in accordance with Articles 281 ff of the German Civil Code. The liability of the seller is limited to such instances of intention or gross negligence, in all other cases a liability is ruled out.

5.3 The date of delivery as indicated by the seller shall be assumed to have been complied with, when the goods are handed over to a forwarding agent or freight agent on that date for dispatch to the address as indicated by the client. The seller shall not be liable for delays during transportation.

5.4 The seller is entitled to partial deliveries.

6. Payments

6.1 Payments to the seller shall be made as per scheduled date without any deductions and surcharges even before the due date.

6.2 The seller shall accept checks and bills of exchange eligible for discounts only for the sake of settlement without affecting the maturity of his claims. Commitment of bills of exchange shall require an agreement in writing.

6.3 If the client defaults the targeted payment as indicated in the invoice, the seller may claim interest on delayed payment in accordance with Article 288 of the German Civil Code.

6.4 If the financial position of the client deteriorates or his payment are irregular, the seller shall be entitled to demand immediate payment or securities for his claims and/or advance payment for further deliveries or to withdraw from the contract fully or partially; the same shall also apply if the seller has accepted bills of exchange. In the event of a withdrawal, claim on the client shall be due immediately regardless of the accepted bills of exchange. The seller shall receive compensation for his costs arising from such withdrawal and for other damages. Claims of compensation by the client on this account shall be ruled out. Moreover, the rights of the seller shall be in accordance with the law in the event of default by the client.

6.5 The client may exercise his right of retention or right to set-off in respect of claims by the seller only in regard to an undisputed or legally tenable claim. All other rights of retention or set-off of the client are ruled out.

7. Retention of title

7.1 The seller shall reserve the rights on his deliveries, which may only be offered for sale in the normal course of business, until payments for all claims arising from the relevant business transaction including those arising from bills of exchange are duly settled.

7.2 The client shall not acquire any ownership of fully or partially manufactured goods as a result of processing such goods; the processing shall be exclusively for the seller without payment. If, however, the right of retention should lapse due to any factual or legal circumstances, the seller and the client agree even at this point that the ownership of the items following their processing shall be commuted to the seller who shall accept the conveyance.

7.3 In the case of processing involving goods that are under ownership of a third party, the seller shall acquire co-ownership of the new items proportionate to the value of goods supplied by him under retention of title.

7.4 The client is only entitled to sell goods to others under retention of title. The receivables arising from the sale of goods, regardless of whether processed, unprocessed or conveyed to him as security, shall be deemed ceded to him fully along with all subsidiary rights. Sale to buyers who may rule out cession or stipulate their approval shall be prohibited. The client shall exclude a provision where his buyers exercise rights (such as set-off) in respect of accounts receivable arising from sale of goods under retention of title.

7.5 For determining the garnishees as per first and last names, address and sum of accounts receivable, the books maintained by the client shall be authoritative.

Cessions shall be hereby excluded by the seller in advance. Any other cession or pledging shall be excluded. If through such cession the total accounts receivable of the seller are unequivocally ensured for more than 120%, the excess of the accounts receivable shall be released on demand by the client as per choice of the seller.

7.6 The client may, as long as he fulfills his obligation of payments to the seller, indent the accounts receivable for himself until revocation of the same. The right of resale, processing of unpaid goods and indent of accounts receivable shall expire in the event of suspension of payments, proposal for opening of solvency proceedings, judicial or non-judicial litigation of settlement of debts, protest of a check or a bill. Accounts receivable conveyed and received thereafter shall be collected immediately into a special account under the title of „Accounts Receivable of Profimess GmbH“. The conveyed accounts receivable shall be intimated to the seller with details of first and last names, address and amount of receivables from the garnishees and the garnishees shall be informed about the transacted conveyance. At the same time, a list of remaining goods shall be forwarded to the seller.

7.7 The seller shall be entitled, for good reasons, to demand immediate return of goods under retention of title particularly in the event of default of payments or difficulty to comply with payments by the client. Until settlement of payments, the client shall store the goods under retention of title separately from other goods, mark them as property of the seller, not dispose of them and, on request hand over a list of goods under retention of title to the seller.

7.8 Pledging of seller's goods for the purpose of conveyance as security to third parties and cession or pledging of deferred benefits shall be excluded. In the event of pledging and confiscation by third parties, for example, on the basis of laws governing lessor or lien, the seller shall be informed of the same immediately. The cost of an intervention shall be borne by the client in any case.

8. Warranty and complaints

8.1 The seller shall be liable for the use of fault-free materials, faultless processing and trouble free functioning and the special characteristics of his goods as assured in his confirmation of order in writing.

8.2 The liability shall exclusively extend to improvement or redelivery of defective components as per the option of the seller. In the event of failure of improvement or replacement of goods, the client shall reserve the right to demand decrease of payment or annulment of the contract. In principle, any improvement activity shall take place at the premises of the seller, as chosen by the seller even at his place of residence or at the commercial branch office of the receiver at the time of signing of the contract. The modalities of bearing the costs for such improvement shall adhere to statutory regulations. The seller shall not be liable for damages occurring at the client's location or, in the case of transfer of risk, at the location of third party due to incorrect handling of the goods.

8.3 Claims by the client from the seller or his service personnel beyond the scope of the above-mentioned liability shall be excluded unless they are based on intention or gross negligence on the part of the seller.

8.4 The duration of liability shall adhere to statutory regulations. In the case of delivery of used items, the seller shall only be liable for the presence of assured characteristics. In such cases, all other claims of warranty shall be excluded.

9. Minimum wage

9.1 The vendor complies with the provisions of the minimum wage law and is obliged to exempt every purchaser from any employees' claims, which result from his liability in conformity with § 13 of the minimum wage law and to compensate any damages incurred by this liability.

10. Place of performance and jurisdiction

10.1 Place of performance in regard to payments and deliveries shall be the location of our company. In the event of disputes arising from or in connection with the business relationship including those relating to litigations on checks or bills of exchange, the place of jurisdiction for both the parties shall be the location of the seller, provided the businessman is a full-time businessman, a legal person of the public law or a public fund asset or a general court of jurisdiction is absent locally. In any case, the statutory provisions shall be applicable. If the seller so desires, also the court of jurisdiction at the location of the client shall be responsible. If the seller so desires, even a court of arbitration shall be appointed for mediation in case of disputes. If the seller exercises his right to vote, he shall inform the client about the same in writing. In that case, each party shall nominate an arbitrator within four weeks after notice by the other party. Within four additional weeks both the parties shall agree on a chairman. If agreement cannot be reached on the person of chairman or, if a party delays nomination of its arbitrator, then the chair-

man or the arbitrator shall be nominated by the president of the provincial high court of Bremen. The court of arbitration shall decide on the basis of the mutually agreed conditions of delivery including in accordance with the applicable laws of the Federal Republic of Germany. At the proceedings of the court of arbitration, the rules § 1025 to § 1048 of the civil law shall be applied.

10.2 The relationship of the contract shall adhere to the laws of the Federal Republic of Germany.

10.3 The legal inefficacy of individual clauses of the contract shall not affect the efficacy of the remaining clauses. An invalid clause shall be interpreted in such manner to fulfill the intended business purpose.

10.4 Without permission by the seller in writing, the rights of the client arising from this contract shall not be commutable.

10.5 This version of terms & conditions of the seller shall abrogate all previous versions of the same.

11 Creditworthiness Check

11.1 We will forward your information (name, address, date of birth - if necessary) for the sole purpose of checking for your creditworthiness, to gain access to mathematical-statistical information concerning the risks of a potential payment default, by using address information supplied by LEGIAL AG, Thomas-Dehler-Str. 2, 81737 Munich, to the infoscore Consumer Data GmbH, Rheinstr. 99, 76532 Baden-Baden. Legal basis for these transfers are article 6 paragraph 1 letter b and article 6 paragraph 1 letter f of the GDPR. Transfers based on this legal conduct can only be made, as long as the attendance of justified interests of our company or third parties is necessary, and no interests or legal rights and legal freedom of the affected person, all of which would require the protection of personal data, outweigh the initial reason. Detailed information on the ICD in the sense of article 14 European General Data Protection Regulation („EU GDPR“), that is, information on the object of business, about the purpose of data storage, about the data recipients, about the rights of self-disclosure, about the right of deletion, etc. can be found in the privacy policy.

12 Software Usage

12.1 If software is contained in the scope of supply, the orderer shall be granted a non-exclusive right to use the supplied software, including its documentation. It is provided for use together with the delivered item. Use of the software on more than one system is not permitted.

12.2 The orderer may only copy, revise, translate or convert the software from object code to source code to the extent permitted by law (§§ 69 a ff. UrhG (German Copyright Act)). The orderer agrees not to remove the manufacturer's data, in particular the copyright notice, nor to change any of this data without our express consent.

12.3 Any other rights associated with the software and documentation including copies thereof remain vested with us or the software manufacturer. Granting sub-licenses is prohibited.

13 E-commerce

13.1 If the orderer purchases products or services from us through a website or other e-commerce process, the following stipulation applies additionally:

13.2 The orderer is responsible for the protection of his password and acknowledges that purchases carried out using his password are binding for him.

13.3 An order can be placed after completion of the registration process. By entering your log-in data and clicking the "Order" button in the final step of the order process you then place a binding order for the products in the shopping cart. You will receive a confirmation of receipt immediately after sending your order. The sales contract is not valid until you receive our order confirmation. The order confirmation is sent in electronic form. The decision to declare an order confirmation is within our discretion.

13.4 We have made all reasonable efforts to ensure that all websites and access points are secure; however, we refuse to accept any liability in the event of misuse of the information that was transmitted to or from these websites and / or access points, namely by outside parties who are not our employees.

13.5 The orderer agrees to our use of cookies through the website of the orderer or other ecommerce processes.

Last updated: 05/2018

