

1. General

- 1.1. The following General Terms and Conditions of Ordering of ATRON electronic GmbH (buyer) are applicable for all orders which the buyer places with the supplier, independent of if the supplier makes reference to them or not for follow-up orders. By executing the order, the supplier completely accepts these Terms and Conditions.
- 1.2. Conditions of the supplier, which deviate from these Terms and Conditions, are not binding for the buyer, even if the buyer does not contradict them or if the supplier declares that he will only deliver on his terms. The buyer accepting the goods does not mean that he accepts deviating or complementing delivery terms of the supplier.
- 1.3. Order and acceptance as well as changes and additions require written form. Verbal subsidiary agreements during conclusion of the contract are only effective if they are explicitly confirmed by the buyer in writing. This is also valid for changes after conclusion of the contract.
- 1.4. If the supplier does not accept the order within 14 days, the buyer is entitled to a cancellation before he receives the acceptance declaration from the supplier.
- 1.5. The complete transfer or subcontracting of the ordered deliveries and services to third parties require a previous written consent from the buyer.
- 1.6. The buyer does not cover the cost for insuring the goods, especially a forwarding insurance. The buyer is exempted from forwarding insurance or waived it.

2. Date and place of delivery

- 2.1. The date of delivery which was agreed upon is binding, pre-deliveries are only permitted with the consent of the buyer. The arrival at the shipping address specified by the buyer is relevant for the timeliness of deliveries without mounting or set-up. For the timeliness of deliveries with mounting or set-up as well as services, their provision in an acceptable state is decisive.
- 2.2. If the supplier falls behind, the buyer is authorised to charge a contractual penalty of 0.5% of the order value for each commenced week, but not more than 5% of the order value. The buyer can request the contractual penalty if he reserves the right to do so until after a month after the acceptance of the last deliveries or services of the order. Claiming another damage is not excluded. The legal provisions apply.
- 2.3. Place of fulfillment for deliveries or services of the supplier is the shipment address specified in the order. If a shipment address was not specified, and if the place of delivery does not become apparent from the nature of the contractual obligation, the business premises of the buyer in 85570 Markt Schwaben, Am Ziegelstadel 12+14, Germany, are the place of fulfillment.

3. Shipping and pricing

- 3.1. Delivery items are to be packed appropriately. Packing and shipping regulations are to be adhered to. Each delivery is to include delivery notes or packing slips. The order numbers and the identifications of the buyer required in the order are to be specified in all documents. A dispatch note is to be sent to the buyer on the day of shipping at the latest. The supplier is liable for costs which the buyer incurs due to failure to observe the previous regulations.
- 3.2. The prices are free place of fulfillment.

4. Invoice and payment, non-consignment clause

- 4.1. The invoice of the supplier has to reflect the identifications required in the order.
- 4.2. The payments of the buyer are made according to the conditions defined in the order. Cash discounts are permitted also for offset and in case of reservation due to defects.
- 4.3. The supplier is not authorised to consign his claims towards the buyer without written permission or to have them collected by third parties. This is not applicable for an effective agreement of a prolonged reservation of proprietary rights by the supplier.

5. Claims for defects

The legal provisions apply.

6. Information and due diligence obligations

- 6.1. When the buyer has informed the supplier of the intended purpose of the deliveries or performances, or if the intended purpose is obvious to the supplier without explicit note, the supplier is obligated to immediately inform the buyer if the deliveries or services are not suitable to fulfill this intended purpose.
- 6.2. The buyer has to be immediately informed in writing of circumstances which endanger the adherence to agreed delivery dates in order to discuss further proceedings.
- 6.3. The supplier has to immediately inform the buyer of changes in the type of composition of the processed material or the constructive design in reference to the deliveries or services which were performed to date. The changes require the written consent of the buyer.
- 6.4. The supplier has to ensure that the deliveries and services meet the requirements of the regulations regarding accident protection, accident prevention and other occupational health regulations, safety regulations as well as all legal requirements which are applicable in the Federal Republic of Germany, and has to point out special, not generally known treatment and disposal requirements at each delivery.
- 6.5. The buyer has to be informed unprompted of safety-relevant defects which were noticed later, even after the expiration of the warranty period.

7. Provisions

- 7.1. Items of any kind which were provided to the buyer by the supplier remain the property of the buyer. They may exclusively be used to render the ordered deliveries and services.
- 7.2. The supplier is obligated to perform required maintenance and inspection tasks at his own expense as well as to insure the provided items sufficiently and to proof this to the buyer upon request.
- 7.3. If the supplier processes items, which were provided by the buyer, into a new movable item or transforms them, the buyer is considered the manufacturer. In case of a connection or an inseparable blending with other items, the buyer acquires joint ownership of the new item in relation of the value which the items had at the time of the connection or blending. If the connection or blending was done in such a way that the items of the supplier are to be seen as the main item, it shall stand that the supplier transfers the buyer proportional ownership; the supplier conserves the joint ownership for the buyer.

8. Confidentiality

- 8.1. The supplier is obligated to keep commercial and technical information and documents, which are not generally known, confidential and to exclusively use them to render the ordered deliveries and services. Possible sub-suppliers are to be held liable accordingly.
- 8.2. When providing references or publications, the supplier may only quote the company or the trademarks of the buyer if he previously agreed in writing.

9. Replacement parts and delivery readiness

- 9.1. The supplier is obligated to supply replacement parts for the duration of the usual technical use, but at least 10 years after the last delivery of the delivery items under appropriate conditions.
- 9.2. If the supplier ceases delivery of the replacement parts after the period mentioned in chapter 9.1 or if he ceases delivery of the delivery item during this period, the buyer has to be given the opportunity of a last order.

10. Applicable law and jurisdiction

- 10.1. If the supplier is a merchant, Munich is the sole place of jurisdiction, also for cheque and exchange procedures. The same jurisdiction is applicable if the supplier has no general jurisdiction in the Federal Republic of Germany at the time when court proceedings are initiated.
- 10.2. The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 is not applicable.