

# **General Terms and Conditions of Sale of ZETTLER electronics GmbH**

(Effective as of October 1, 2024)

## **§ 1 General Provisions**

- (1) Our Terms and Conditions of Sale shall apply exclusively; we do not accept any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale.
- (2) All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract. There are no additional oral agreements.
- (3) Our Terms and Conditions of Sale shall only apply to companies, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).
- (4) All terms and regulations in our Terms and Conditions of Sale are to be understood as gender-neutral and non-discriminatory within the meaning of the German General Act on Equal Treatment (AGG).

## **§ 2 Quotations**

- (1) Our offer is subject to change unless otherwise stated in the order confirmation.
- (2) Delivery times are approximate and non-binding, unless their binding nature has been expressly confirmed. Information on the purchased item (e.g. technical data, tolerances, dimensions, weights, etc.) and its presentation are mere descriptions and markings which are only binding in the sense of § 434 Para. 2 No. 1 BGB if we expressly confirm this. We reserve the right to make customary technical and design changes to the purchased item, if these do not unreasonably affect the customer and that the use of the purchased item as stipulated in the contract can be achieved within the meaning of Section 434 (2) No. 2 BGB.
- (3) Warranties or guarantees of any kind are only effective if we expressly confirm them to the customer in writing.
- (4) We reserve all property rights and copyrights to illustrations, drawings, samples, cost estimates, offers, calculations or other corporate objects of a tangible or intangible nature. The aforementioned items must be treated confidentially, irrespective of whether they are designated as "confidential" or not. The customer requires our express written consent before passing them on to third parties. The same applies to the use of our name for reference purposes.

### **§ 3 Prices**

- (1) Unless otherwise stated in the order confirmation, our prices are "ex works" Puchheim, Germany (*Incoterms 2020: EXW Puchheim, Germany*), excluding packaging; this will be invoiced separately. If no prices have been agreed upon at the time of entering the contract, our prices valid on the day of delivery shall apply. Unless otherwise stated in the order confirmation, the costs of any requested transport insurance shall be borne by the customer.
- (2) Our prices do not include the statutory value added tax; it will be stated separately on the invoice at the statutory rate on the day of invoicing.

### **§ 4 Payment Terms**

- (1) Unless otherwise stated in the order confirmation, the net purchase price (without any deductions) shall be due for payment within ten (10) days of the invoice date. In the event of partial deliveries, each delivery may be invoiced separately.
- (2) The deduction of a discount requires a special written agreement.
- (3) The statutory provisions shall apply regarding the consequences of default in payment. In the event of default in payment, we shall also be entitled to revoke any agreed discounts, rebates and other benefits. We shall also be entitled to make further deliveries only for payment in advance.
- (4) The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been accepted by us. Furthermore, the customer shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

### **§ 5 Delivery Time**

- (1) The commencement of the delivery period specified by us is subject to the clarification of all technical questions and the timely and proper fulfilment of the customer's obligations. The right to claim non-performance of the contract remains reserved.
- (2) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims or rights.
- (3) If the provisions of subsection (2) are met, the risk of accidental loss of or damage to the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or payment.
- (4) We shall be liable in accordance with the statutory provisions if the underlying purchase agreement is a transaction for delivery by a fixed date within the meaning of Section 323 (2) no. 2 of the German Civil Code (BGB) or Section 376 of the German Commercial Code

(HGB). We shall also be liable in accordance with the statutory provisions if, as a result of a delay in delivery for which we are responsible, the customer is entitled to claim that it no longer has an interest in the further performance of the contract.

- (5) We shall also be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible; fault on the part of our representatives or vicarious agents shall be attributed to us. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage. The same shall apply if the delay in delivery for which we are responsible is due to a culpable breach of a material contractual obligation.
- (6) Further statutory claims and the rights of the customer shall remain unaffected.

### **§ 6 Passing of Risk, Transport Insurance**

- (1) Unless otherwise stated in the order confirmation, delivery "ex works" Puchheim, Germany (*Incoterms 2020: EXW Puchheim, Germany*) is agreed.
- (2) If the customer so requests, we will cover the delivery with transport insurance. § 3 (1) sentence 2 shall apply in this regard.

### **§ 7 Liability for Defects**

- (1) Claims for defects on the part of the customer presuppose that the customer has properly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 HGB (German Commercial Code).
- (2) If the purchased item is defective, we shall be obliged, at our discretion, to provide subsequent performance in the form of remedying the defect or delivering a new item that is free of defects. However, this is subject to the condition that the purchased item is not only insignificantly defective. In the event of a subsequent performance, we shall only bear the necessary expenses up to the amount of the purchase price. We may refuse subsequent performance if the customer fails to fulfill his payment obligations to us to an extent corresponding to the defect-free portion of the performance.
- (3) If the subsequent performance fails, the customer shall be entitled to demand withdrawal or a reduction in price at his discretion.
- (4) We shall be liable in accordance with the statutory provisions if the customer asserts claim for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of an intentional breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- (5) We shall be liable in accordance with the statutory provisions if we culpably breach a material contractual obligation; in this case, however, our liability for damages shall be limited to the foreseeable, typically occurring damage. Insofar as the customer is

otherwise entitled to compensation for damages instead of performance due to a negligent breach of duty, our liability shall also be limited to compensation for the foreseeable, typically occurring damage.

- (6) Liability for culpable loss of life, physical injury or illness remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- (7) Unless otherwise provided above, liability is excluded.
- (8) The limitation period for claims for defects is 12 months, calculated from the passing of risk. This shall not apply if the purchased item is normally used for a building and has caused the defect. The statutory rule regarding the limitation period in the case of a delivery recourse according to § 445b BGB remains unaffected.

### **§ 8 Overall Liability**

- (1) Any further liability for damages other than that provided for in § 7 is excluded, regardless of the legal nature of the asserted claim. This applies to claims for damages arising from culpa in contrahendo, other breaches of duty or tortious claims for compensation for material damage in accordance with § 823 BGB.
- (2) The limitation according to subsection (1) shall also apply if the customer demands compensation for useless expenses instead claiming compensation for damages in lieu of performance.
- (3) Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

### **§ 9 Reservation of Title**

- (1) We retain ownership of the purchased item until all payments arising from the business relationship have been received. If the customer acts in breach of contract, in particular if the customer is in default on payment, we are entitled to take back the purchased item. If we take back the purchased item, this constitutes a withdrawal from the contract. The costs incurred by us as a result of taking back the purchased item shall be borne by the customer. After taking back the purchased item, we are entitled to sell it. The proceeds of the sale, less reasonable costs of sale, shall be credited against the customer's liabilities.
- (2) The customer is obliged to treat the purchased item with care; in particular, he is obliged to insure it sufficiently at replacement value at his own expense against fire, water and theft.
- (3) In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can file a third-party action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). If the third party is not able to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, the customer shall be liable for the loss incurred by us.

- (4) The customer is entitled to resell the purchased item in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including value added tax) of our claim that arise for him from the resale against his customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the collected proceeds, is not in default of payment and, in particular, has not filed for bankruptcy or insolvency proceedings or has ceased payments. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all the information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.
- (5) The processing or transformation of the purchased item by the customer is always carried out on our behalf. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under reservation of title.
- (6) If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall keep the resulting sole ownership or co-ownership for us.
- (7) We undertake to release the securities to which we are entitled at the customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is at our discretion.

#### **§ 10 Place of Jurisdiction, Place of Performance**

- (1) If the customer is a merchant, a legal entity under public law or a special fund under public law, our registered office in Puchheim, Germany shall be the place of jurisdiction; however, we shall also be entitled to sue the customer at the court of his place of residence.
- (2) The law of the Federal Republic of Germany shall apply; the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are, however, expressly excluded.
- (3) Unless otherwise stated in the order confirmation, our registered office in Puchheim, Germany shall be the place of performance.