

(Version September 2021)

General Terms and Conditions of SAT Electronic GmbH

§ 1 General, Scope of Application

- (1) Our General Terms and Conditions shall apply exclusively for all our suppliers and services to our customers. Differing conditions of the customer shall not become an integral part of the contract unless we explicitly agreed to their applicability.
- (2) Our General Terms and Conditions shall only apply if the customer is an entrepreneur (§§ 310, 14 German Civil Code (BGB)), a legal entity under public law or a separate estate under public law.
- (3) Our General Terms and Conditions shall also apply for all future transactions with the customer.

§ 2 Contract Conclusion

- (1) Our offers shall be subject to change and not binding. This shall also apply in case we provided catalogues, technical documentations (e.g. drawings, plans, calculations, references to German Industry (DIN) standards), other product descriptions or documents to the customer – also in electronic form - in which we reserve proprietary and intellectual property rights. The customer has to get our explicit written consent if passing it on to third parties.
- (2) If the order of the customer is to be qualified as an offer pursuant to § 145 BGB, we can accept it within three weeks.

§ 3 Delivery Term and Delay in Delivery

- (1) The delivery term shall be agreed individually and/or as stated by us when the order is accepted. The start of the delivery period presupposes the clarification of all commercial and technical questions and that the customer has fulfilled all his duties, such as the provision of permissions from the authorities or a down payment. If this is not fulfilled, the delivery period shall be extended correspondingly. This does not apply if we are responsible for the delay.
- (2) The adherence to the delivery period is subject to the condition that we get our supplies in time. We shall inform you as soon as possible of any delays.
- (3) The delivery period has been met if the goods have left our factory by the expiration date of this period or the notice of readiness for shipment has been sent.
- (4) The occurrence of delay in delivery is defined according to statutory provisions. If we are in default and if the customer incurs a damage, the customer may request liquidated damages for the default. The liquidated damages amount to 0.5 % of the net price (delivery value) for each completed calendar week of the delay, however in total a maximum of 5 % of the delivery value of the goods supplied late.
- (5) If the customer sets an adequate time limit for performance after the due date - taking into account the statutory exceptions - and if we do not keep this time limit, the customer is entitled to withdraw from the contract within the scope of the statutory regulations.
- (6) We are liable for further claims due to a delay in delivery pursuant to § 9.

§ 4 Delivery, Passing of the Risk, Default of Acceptance

- (1) Delivery shall be ex works, this is also where the place of performance for the delivery and a possible supplementary performance is. Upon the request and at the expense of the customer the goods shall be sent to another destination (sale by delivery to a place other than the premises of the customer). Unless otherwise agreed we shall be entitled to determine the type of shipment (in particular the forwarding company, the dispatch route, packaging).
- (2) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon the surrender at the latest, this also applies if partial deliveries are made. However, in case of a sale by delivery to a place other than the premises of the customer the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass when the goods are delivered to the forwarding agent, the carrier or to the person or institution which has been appointed to carry out the delivery. In case an acceptance has been agreed, this is authoritative for the passing of the risk. The surrender and/or acceptance shall be deemed to have taken place if the customer is in default of acceptance.

(3) If the customer is in default of acceptance, if he/she fails to cooperate or if our deliveries are delayed for other reasons for which the customer is responsible, then we shall be entitled to request compensation for the damage caused including additional expenditure (e.g. storage costs). We charge 0.5 % of the net price (delivery value) per week, however in total a maximum of 5 % of the delivery value of the goods accepted with a delay or not accepted at all per calendar day, starting upon the delivery period and/or - if there is no delivery period - upon the notification that the goods are ready for delivery. The proof of a higher damage and our statutory claims (in particular the reimbursement of additional expenditure, adequate compensation, termination) shall remain unaffected, however the flat fee shall be offset against further monetary claims. The customer may prove that no or only a lower damage than the above flat amount has been caused.

§ 5 Installation, Assembly, Acceptance

(1) The costs incurred for installation, assembly etc. shall be paid by the customer unless other agreements have been made in writing.

(2) If installation and/or assembly are delayed because of circumstances beyond our control, the customer shall bear the costs incurred.

(3) After installation and/or assembly of the delivery item, the acceptance of the delivery by the customer shall take place upon our notification of readiness for acceptance within two weeks. Otherwise the acceptance is deemed to have been performed. This also applies if the customer starts to use the delivery item (initial operation).

(4) If the dispatch and/or the acceptance is delayed or not performed due to circumstances not caused by us, the risk shall pass to the customer on the day the notification of dispatch and/or readiness for acceptance is made.

§ 6 Prices and Payment Terms

(1) If nothing else has been agreed in the individual case, our prices ex works include loading in the factory, however packaging and unloading is excluded. The current statutory turnover tax will be added to the prices.

(2) In case of a sale by delivery to a place other than the premises of the customer (§ 4 section 1) the customer shall bear the transport costs ex works and the costs of a transport insurance possibly requested by the customer. Transport costs shall be agreed individually. Possible duties, fees, taxes and other public charges shall be borne by the customer.

(3) The purchase price becomes due and has to be paid within 14 days after invoicing and delivery and/or acceptance of the goods. However, within the scope of an ongoing business relationship we shall at any time be entitled to perform delivery in whole or in part only against payment in advance. We state such a reservation upon order confirmation at the latest.

(4) The customer shall only be entitled to set-off rights and rights of retention if his claim has been established by a court or is undisputed. The customer shall be entitled to exercise his right of retention if his claim is based on the same contract relationship.

(5) If it becomes evident after contract conclusion (e.g. by a request for the opening of insolvency proceedings) that our claim to the purchase price is endangered due to the customer's inability to pay, we shall be entitled to refuse performance according to the statutory provisions and - after setting a time limit - to withdraw from the contract (§ 321 German Civil Code). In case of contracts on the manufacture of specific items (custom-made items) we can state our withdrawal immediately, the statutory provisions on the dispensability of fixing a period shall remain unaffected.

§ 7 Reservation of Proprietary Rights

(1) We reserve the proprietary rights in the goods supplied until full payment of all our outstanding bills from the delivery contract and the ongoing business relationship. In case the customer's conduct is contrary to the contract, in particular in case of a payment delay, we shall be entitled to take back the goods. If we take back the goods this means we withdraw from the contract. After taking back the goods we are entitled to sell the them. The proceeds of the sale are to be offset against the customer's liabilities – minus adequate costs.

(2) The customer is obligated to handle the goods with care, in particular he/she is obligated to insure them sufficiently at his own expense against fire, water and theft at replacement value. If maintenance and inspection works are required, the customer has to perform them in time at his own costs.

(3) Prior to the complete payment of the secured claims the goods subject to reservation of title must not be pledged to third parties, nor assigned as collateral. The customer has to inform us without delay in written form if a request for the opening of insolvency proceedings has been made or in case third parties have access to goods (e.g. seizures) which are still our property, such that we can take action pursuant to § 771

Code of Civil Procedure (ZPO). If third parties are not able to reimburse the court fees and the out-of-court expenses of a claim pursuant to § 771 ZPO, the customer shall be liable for the damage caused.

(4) Until revoked according to (c) below the customer shall be entitled to resell the goods under reservation of title in the ordinary course of business and/or to process them. In this case the following terms shall apply in addition.

(a) The reservation of proprietary rights includes the products created by processing, mixing or combining our goods at their full value and we shall be considered as their manufacturer. In case the proprietary right of third parties remains in effect when processing, mixing or combining goods, we shall acquire co-ownership in the ratio of the invoiced values of the processed, mixed or combined goods. Apart from that the same applies to the product created as to goods delivered subject to the reservation of title.

(b) The claims against third parties from the resale of goods or products shall already now be assigned by the customer to us in total and/or in the amount of our possible co-ownership ratio as a security in accordance with the above paragraph. We shall accept the assignment. The obligations of the customer named in section 2 are deemed to apply also to the claims assigned.

(c) Apart from us the customer shall remain authorized to collect the receivables. We undertake not to collect the receivables as long as the customer meets his payment obligations towards us, no faults in his/her capacity to pay are given and we do not assert the reservation of title by exercising a right according to section 1. If this is the case however, we may request that the customer informs us of the claims assigned and of the relevant debtors, gives all data required for collection, hands over the relevant documents and informs the debtors (third party) of the assignment. This case we shall also be entitled to revoke the customer's right of resale and processing of the goods subject to reservation of title.

(d) If the realizable value of the securities exceeds our receivables by more than 10 %, we shall release securities at our option on the customer's request.

§ 8 Warranty Claims of the Customer

(1) Unless otherwise agreed below the statutory provisions shall apply for the rights of the customer in case of defects of quality or title (including wrong or short delivery as well as incorrect assembly or insufficient assembly instructions). The statutory special provisions for a final delivery of unprocessed goods to a consumer shall remain unaffected in all cases (supplier's recourse according to § 478 German Civil Code). Claims from supplier's recourse are excluded if the deficient goods have been further processed by the customer or another company, e.g. by integration into another product.

(2) Above all the basis for our liability for defects shall be the agreement made on the quality of the goods. All product descriptions and manufacturer's data which are part of the individual contract are deemed to be an agreement on the quality of the goods.

(3) In case no agreement on the quality has been made, it has to be assessed in accordance with the statutory provision whether a defect is given or not (§ 434 section 11 p. 2 and 3 German Civil Code). However, we do not accept any liability for public statements of the manufacturer or other third parties (e.g. advertising messages) which the customer did not point out to us as sales relevant for him.

(4) In general we shall not be liable for defects the customer knows at contract conclusion or does not know due to gross negligence (§ 442 German Civil Code). In addition the defect claims of the customer presuppose that he has met his/her statutory obligations to examine the goods and to make a complaint (§§ 337, 381 German Commercial Trade Law). In case of building materials and other goods for installation or other further processing, an examination has to be made in any case immediately before further processing. If a defect is found during delivery, examination or at a later time, we have to be informed in written form without any delay. In any case obvious defects have to be notified in writing within 8 working days after delivery and non-obvious defects within the same time limit after detection. If the customer fails to properly examine and/or notify a defect, our liability for the defect not notified and/or notified not in time is excluded in accordance with the statutory provisions.

(5) If the product supplied is defective, we can first choose whether we will provide supplementary performance by rectification of the defect (rework) or supply a product free of defects (replacement). Our right to refuse supplementary delivery according to the statutory provisions shall remain unaffected.

(6) We shall be entitled to perform the supplementary performance owed only if the customer pays the purchase price due. However, the customer shall be entitled to retain part of the purchase price in a ratio adequate to the defect.

(7) The customer has to give us appropriate time and opportunity for the supplementary performance owed, in particular to hand over the rejected goods for inspection purposes. In case of a replacement delivery the customer has to return the defective goods in accordance with the statutory provisions. The supplementary

performance neither includes the disassembly of the defective item nor the re-installation if we originally were not obliged to perform the installation.

(8) The expenses for inspection and supplementary performance, in particular transport, travel, work and material costs as well as disassembly and installation costs, if required, shall be borne by us and/or shall be reimbursed by us in accordance with the statutory provisions, if a defect is actually given. Otherwise we can request reimbursement of the costs incurred (in particular inspection and transport costs) by the customer due to the unjustified request for rectification, unless the lack of defectiveness could not have been detected by the customer.

(9) In urgent cases, e.g. when the operational safety is endangered or to avoid disproportionate damage, the customer shall be entitled to remedy the defect himself/herself and to request compensation from us for the objectively necessary expenses. We have to be informed immediately - if possible in advance - of such a self-remedy. The right of self-remedy of defects is not given if we were entitled to refuse an adequate supplementary performance in accordance with the statutory provisions.

(10) If the supplementary performance failed or an adequate time limit to be fixed by the customer for the supplementary performance expired unsuccessfully or is not required according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. However, in case of a minor defect there shall be no right of withdrawal.

(11) Damage claims of the customer and/or reimbursement of futile expenditures shall exist in case of defects only according to § 9 and shall otherwise be excluded.

§ 9 Other Liability

Unless nothing else has been stated in these General Terms and Conditions including the subsequent provisions, we shall be liable in case of a violation of contractual and non-contractual obligations according to the statutory provisions.

(1) We shall be liable for damages - regardless of the legal bases - within the scope of the fault-based liability in case of intent and gross negligence. In case of ordinary negligence we shall be liable subject to a milder standard of liability in accordance with the statutory provisions (e.g. for care exercised in our own matters) only

a) for damage resulting from the loss of life, bodily injury or damage to the health,

b) for damage resulting from a not insignificant breach of an essential contract obligation (fulfilment of an obligation which only makes the proper execution of the contract possible and on whose observance the contract partner regularly relies and may rely); in this case however, our liability is limited to the replacement of the foreseeable, usually occurring damage.

(2) The limitations of liability resulting from section 1 shall also apply in case of a breach of duty by and/or to the benefit of persons for whose faults we are liable in accordance with the statutory provisions. They do not apply if we fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for the claims of the customer in accordance with the Product Liability Act.

(3) The customer may only withdraw or terminate in case of a breach of duty which is not a defect, if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 651, 649 German Civil Code) shall be excluded. In addition the statutory preconditions and legal consequences shall apply.

§ 10 Force Majeure

(1) "Force Majeure" is defined as the occurrence of an event or condition which hinders us or the customer to fulfil one or several contractual obligations of the contract, if and as far as the party affected by the hindrance (we or the customer) proves that:

(a) this hindrance is beyond his/her reasonable control and

(b) it could not reasonably be foreseen at the time of contract conclusion and

(c) the effects of the hindrance could not have been reasonably avoided or overcome by the party concerned.

(2) In the absence of a proof to the contrary, in case of the following events concerning a party, concerning the customer, it is supposed that they would fulfil the prerequisites in section 1 lit. (a) and lit. (b) according to section 1 of this provision: (i) war (declared or not declared), hostilities, attack, actions of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, civil commotion, terrorist activities, sabotage or piracy; (iii) currency and trade restrictions, embargo,

sanctions; (iv) legitimate or illegitimate official acts, observance of laws or government ordinances, expropriation, confiscation of works, requisition, nationalization; (v) pestilence, epidemic, natural disaster or extreme natural phenomenon; (vi) explosion, fire, destruction of equipment, prolonged failure of transport, telecommunication, information systems or energy; (vii) general labour disturbances such as boycott, strike and lockout, go-slow, occupation of factories and buildings.

(3) A party who successfully cites this clause is exempt from her duty to fulfil his/her contractual obligations and his/her liability for damages or from every other contractual legal remedy from the point in time at which the hindrance makes it impossible to perform the service, provided this has been notified without delay. If the notification is not made without delay, the exemption shall become effective at the time the notification reaches the other party. If the effect of the alleged hindrance or event is temporary, the consequences just stated shall only apply as long as the alleged hindrance prevents contract performance by the party concerned. If the duration of the alleged hindrance results in the fact that the parties are to a great extent deprived of what they could reasonably expect on the basis of the contract, then each party shall have the right to terminate the contract within an adequate period by a notification to the other party. Unless otherwise agreed the parties expressly agree that the contract may be terminated by either party if the duration of the hindrance exceeds 120 days.

§ 11 Rights over the Software

If the scope of delivery includes software, it is legally protected. The customer is granted a non-exclusive, simple right to utilize the software delivered including its documentation. It is provided for use on the relevant delivery item. A further use of the software is prohibited.

The customer may copy, rework, translate or transfer the software from the object code to the source code only within the legally permitted scope (§§ 69 a et seq. Copyright Law). The customer agrees not to remove the manufacturer information – in particular copyright notes – nor to change them without our prior explicit consent.

All other rights over the software and the documentations including the copies remain with us and/or with the supplier of the software. The granting of sub-licences is not permitted.

§ 12 Limitation Period

(1) In case an acceptance has been agreed, the limitation period starts upon acceptance and/or initial operation (§ 5 section 3), otherwise upon the transfer of risk.

(2) By way of derogation from § 438 section 1 no. 3 German Civil Code, the general limitation period in case of newly produced goods for claims from defects of quality and title is one year. This also applies to the limitation of recourse claims in the delivery chain according to § 445 b section 1 German Civil Code if the last contract in this delivery chain is no consumer good purchase. § 445 section 2 German Civil Code shall remain unaffected.

This does not apply if the commodity is a building structure or an item which has been normally used for a building structure and which caused its defect (building material).

(3) By way of derogation from § 438 section 1 no. 3 German Civil Code the general limitation period in case of used goods for claims from defects of quality or title is three months.

Further special provisions as to the period of limitation (in particular § 438 section 1 no. 1, section 3, §§ 444, 479 German Civil Code) shall also remain unaffected.

(3) The above limitation periods of the sales law shall also apply to contractual and non-contractual damage claims of the customer which are based on a defect of the commodity, unless the application of the regular statutory limitation period (§§ 195, 199 German Civil Code) would result in a shorter limitation period in the individual case. Damage claims of the customer according to § 9 section 2 sentence 1 and sentence 2(a) and according to the Product Liability Law shall however become time-barred exclusively in accordance with the statutory limitation periods.

§ 13 Choice of Law and Place of Jurisdiction

(1) For these General Terms and Conditions and the contract relationship between us and the customer the law of the Federal Republic of Germany shall apply to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods.

(2) If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – even international - place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship shall be our business location. The same shall apply if the customer is an entrepreneur within the meaning of § 14 German Civil Code. However, in all cases we shall also be entitled to file a suit at the place of performance of the delivery obligation according to these General Terms and Conditions and/or a prior-ranking separate agreement or at the general place of jurisdiction of the customer. Prior-ranking statutory provisions, in particular as to exclusive jurisdiction shall remain unaffected.