

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope

Our order process exclusively follows the business conditions below. Upon the confirmation of the order or shipment of the ordered goods, the contractor affirms the exclusive application of our business conditions independent of whether the contractor has requested its own business conditions in the order confirmation or earlier correspondence.

2. Delivery, acceptance and transfer of risk

- 2.1 The delivery deadlines and periods indicated in the order are binding and refer to the arrival at the place of delivery that we cite. If not otherwise indicated, the place of delivery is the address of our branch.
- 2.2 We are entitled to refuse goods that are not delivered on the deadline indicated in the order, and to return them at the account and risk of the contractor or have them stored by a third party.
- 2.3 We retain the right to immediately inspect the goods after receipt for obvious and visible damage and only accept them afterwards. In case of a complaint, the contractor can be charged the cost of the inspection and the replacement delivery. The complaint period for any flaw is 14 days as of its identification. The contractor will refrain from an undue delay of providing notification of discovered flaws during the warranty period.
- 2.4 The dimensions, weights and quantities in a delivery identified during the incoming goods inspection are binding.

3. Supply guarantee

The contractor is fully responsible to supply the deliveries and services necessary for the deliveries, even if not personally negligent (full assumption of the provision risk).

4. Payment and prices

- 4.1 Payment is subject to proper delivery, correct pricing and proper calculation. If a fault subject to warranty is identified, we are entitled to withhold payment until the warranty obligation has been met.
- 4.2 Reviewable invoices from the contractor with a sales tax ID and all required tax information are due 30 days after receipt of the complete service.
- 4.3 The cost of transportation including packaging, insurance and other ancillary costs will be borne by the contractor if not otherwise agreed in writing.

5. Warranty

- 5.1 The warranty is based on legal regulations if not otherwise specified below.
- 5.2 The contractor is responsible to the deliveries and services that it procures as well as its own goods and services, even when not personally negligent. This applies in particular to flaws.
- 5.3 We are entitled to withdraw from the contract and demand damages instead of the complete service even when there are only minor deviations from the agreed quality, or minor impairments of usefulness.
- 5.4 We are entitled to choose between rectification and replacement.
- 5.5 The rectification will be considered unsuccessful after the first failed attempt.
- 5.6 If we are forced to recall goods delivered by the contractor because they are flawed, we are entitled to the rights in § 437 German Civil Code against our supplier (contractor). § 476 German Civil Code applies. There is no time limit. We are entitled to demand reimbursement from the contractor of the costs that arose from returning the flawed goods. The claims specified in § 437 German Civil Code against the contractor will expire two months at the earliest after the return of the goods.

5.7. We as well any third party that we appoint cannot and is not required to inspect the delivered objects for flaws in accordance with § 377 German Commercial Code. § 388 does not apply. We are only obligated to perform incoming inspections of the delivered objects and other contractual products to determine that the amount and identity of the goods are the same between the individual requisition and the delivery and that there are no externally identifiable transportation damage in the ordinary course of business within 14 (fourteen) days after delivery of the goods. Only the delivery papers and identification on the outside packaging of the delivered goods will be used to determine the quantity and identity. We are not obligated to perform a technical incoming goods inspection. We will notify the contractor of any deficiencies of the delivered goods as soon as they are determined within the ordinary course of business.

5.8. The time of payment does not influence the liability of the contractor.

5.9. If a longer statutory period is not provided by law, our warranty claims against the contractor will expire after the statutory warranty period (of 24 months) after we receive the goods or after they are delivered to the place of delivery that we cite. A written notice of defects is sufficient to interrupt the statutory period.

6. Product liability and recall

If claims are asserted against us based on product liability, the contractor is required to exempt us from these claims if the damage arose from a flaw in the delivered contractual goods. The contractor shall bear all the costs and expenses including the costs of any suit or recall.

7. Applicable law and place of jurisdiction

7.1 The law of the Federal Republic of Germany exclusively applies. The UN Convention on Contracts for the International Sale of Goods (CISG) and the provisions on conflicts of international civil law are excluded.

7.2 The legal venue for all disputes arising from this contract is Tübingen if the contractor is a merchant.

8. Severability clause

Should a regulation of these business conditions prove invalid or unworkable, this will not affect the other regulations. In this case, the parties will select a valid and workable regulation that most closely approximates the agreed regulation. The same holds true for any regulatory gap.

Matronic GmbH & Co. Electronic-Vertriebs KG