

# General Terms and Conditions of MEV Elektronik Service GmbH

## 1. General

Our quotations, deliveries, services and agreements are exclusively based upon the present terms and conditions; they are deemed to have been accepted upon placing of order or acceptance of delivery. Any deviating provisions of the purchaser which are not expressly confirmed by us in writing, are not binding for us, even if we do not object to them. Oral agreements will only be effective after our written confirmation. If individual contractual provisions are or become invalid, the validity of our other contract terms will remain unaffected.

## 2. Quotations

Our quotations are always subject to change and not binding for us.

## 3. Conclusion of contract

The purchase contract will be deemed to have been concluded only upon written confirmation of order, or, if this confirmation is not provided, upon uncontradicted acceptance of an issued invoice. Alterations and amendments of the contract must be confirmed in writing to take effect. Oral agreements are void.

## 4. Delivery time

The purchaser is aware of the fact that we are not the manufacturer of the goods offered by us and that delivery of the goods shall therefore be subject to correct and punctual supply to ourselves. Stock goods are always subject to prior sale. For goods which we must order on behalf of a customer, only non-binding delivery dates can be indicated. We will not assume any liability for delayed delivery. Claims for damages of the purchaser due to delayed delivery are explicitly excluded.

## 5. Dispatch

We will be free to determine the mode and means of dispatch according to expediency. Partial deliveries are allowed. The packaging and dispatching expenses are specified in the invoice as a lump sum.

## 6. Prices

The confirmed prices are quoted in the agreed currency and do not include the VAT which will be separately specified in the invoice. All our price quotations, even those specified in the order confirmation, are subject to change. We reserve the right to increase prices in case of an increase of the procurement costs or of other costs relevant to the purchase price.

## 7. Terms of payment

Our invoices are to be paid net within 30 days. If the date of payment exceeds the due date, default interest of 10% will be invoiced.

## 8. Retention of title

The goods will remain our property until payment of all, even future receivables from the purchaser. The purchaser is entitled to have the goods at its disposal within the regular course of business. The purchaser is not entitled to pledge, assign as security, gift or hand over the goods by way of barter. In case of seizure and other third-party interferences, the purchaser is obliged to immediately inform us.

The delivered goods are processed according to § 950 BGB (note of transl.: German Civil Code) by the purchaser on our behalf. Retention of title shall also apply to the new object. If the goods are processed by means of items not owned by us, we will acquire a co-ownership share of the new object corresponding to the proportion between the value of the object of retention and the other processed items at the time of processing. In any case, it is deemed to have been agreed that the purchaser will keep the new object on our behalf free of charge.

Receivables of the purchaser resulting from a possible resale of the goods will be assigned to us in advance. If the purchaser resells the goods together with other objects, the assignment of the purchase price receivables shall only apply to the amount of the value of the goods delivered by us. The purchaser is authorized to collect the receivables resulting from the resale. The purchaser will be obliged to disclose the debtors of the assigned receivables upon request and to inform the debtors accordingly.

We undertake to release the securities to which we are entitled insofar as their value shall be exceeded by more than 25% of our claims to be secured.

## 9. Warranty

We are only liable for material damage or manufacturing defects to the extent to which our respective supplier is liable for such damage or defects. We are to be immediately informed in writing, within 7 workdays after receipt of goods at the latest, about any complaints regarding incomplete or incorrect delivery or any other insufficiency.

If the purchaser is an entrepreneur, warranty claims are subject to a limitation period of one year after delivery of the goods.

The possibly defective goods must not be returned prior to our explicit consent, otherwise we will refuse to accept and replace the goods. After expiration of the 7 days' term, the delivery will be deemed to have been completed as agreed.

We do not assume any warranty if the delivered goods have already been processed and are no longer in their condition of delivery.

In case of justified notice of defect accepted by us, the purchaser shall be entitled to replacement delivery free of charge or credit note at our discretion. Further warranty claims and claims for damages of any kind are excluded. Asserted claims do not entitle the purchaser to modify the agreed terms of payment, in particular, not to hold back payment or to offset those claims.

## 10. General limitation of liability

Our liability is based upon the provisions specified in the above paragraph. Claims for damages resulting from fault upon conclusion of contract, violation of contractual accessory obligations, tortious act are excluded, unless our liability is based upon gross negligence. Product liability for items only distributed by us and produced by another manufacturer is excluded.

## 11. Export

Goods delivered by us may be subject to German or American export control or embargo regulations such that re-export is subject to permission. The purchaser will be responsible for the observance of the relevant regulations.

## 12. Place of fulfilment and place of jurisdiction

Place of fulfilment is Hilter. Place of jurisdiction is Osnabrück. The legal relations between us and the purchaser shall exclusively be governed by German law.