

## Order terms

### I. Purchase order and confirmation of order

1. If the order placed by REA Elektronik GmbH (hereinafter referred to as "Purchaser") requires acceptance by the Contractor for contract conclusion, REA Elektronik GmbH can cancel its order if the Contractor does not accept the order in writing within two weeks of receipt (confirmation of order). The day on which such confirmation is received by the Purchaser is the relevant date.
2. If the confirmation of order does not match the purchase order, the Purchaser shall only be bound if it has given its consent to such change in writing. In particular the Purchaser shall only be bound by the Contractor's General Terms and Conditions to the extent that these correspond with its own terms and conditions or it has approved them in writing. Acceptance of deliveries, services or payments for the same shall not constitute approval.
3. Modifications or additions to the purchase order shall only be effective if confirmed by the Purchaser in writing.

### II. Rights of use

1. The Contractor grants the Purchaser the non-exclusive, transferable, perpetual and globally unlimited right
  - a. to use or allow to be used software and the associated documentation (hereinafter referred to together as "Software");
  - b. to sublicense the right of use for individual Software under No. II 1a. to affiliated companies, other distributors and final customers;
  - c. to license affiliated companies and other distributors to grant the right of use to final users under No. 2 1a.;
  - d. to copy the Software for installation in hardware or allow it to be copied by affiliated companies or other distributors.
2. In addition to the rights granted in Section 1., the Purchaser, affiliated companies and other distributors are also authorized to allow final customers to transfer the Software licenses.
3. All sublicenses granted by the Purchaser must provide appropriate protection for the Contractor's intellectual property rights to the Software by using the same contractual provisions which the Purchaser uses to protect its own intellectual property.

### III. Performance period, contractual penalty in case of default

1. Timely delivery or subsequent performance is determined according to the time of receipt at the place of receipt stipulated by the Purchaser; timely delivery with installation or assembly and services is determined according to the time of acceptance.
2. If delivery, service or subsequent performance are discernibly delayed, the Purchaser must be contacted immediately and its decision obtained.
3. If the Contractor fails to perform within the agreed period of time, the Purchaser shall have the right to charge a contractual penalty of 5 % of the total net invoice amount for each working day of delay or part thereof. If the Contractor fails to perform by intermediate deadlines agreed as contract deadlines, a contractual penalty of 5% of the net invoice amount due for this intermediate contract deadline shall be payable. If the Contractor fails to perform by several intermediate contract deadlines, contractual penalties shall not be aggregated. The contractual penalty due for failure to meet an intermediate contract deadline shall be deducted from the contractual penalties for the next intermediate contract deadline.
4. If the applicable caveat is not made at the time of acceptance of the delivery, service or subsequent performance, the contractual penalty may nonetheless be claimed up to the time at which final payment is made.

### IV. Passage of risk, shipment, place of performance

1. In the case of shipment with installation or assembly and in the case of work to be performed, the risk shall pass upon acceptance; in the case of shipment without installation or assembly, the risk shall pass upon receipt at the place of receipt stipulated by the Purchaser.
2. Unless otherwise agreed, the shipping and packaging costs shall be paid by the Contractor. If prices are quoted from the Contractor's works or warehouse, shipping shall be at the lowest costs, unless the Purchaser has stipulated a specific form of transport. Additional costs incurred through failure to comply with shipping instructions shall be paid by the Contractor. The Purchaser shall also have the right to stipulate the form of transport if prices are quoted free to the recipient. Additional costs incurred through compliance with a delivery date or necessary expedited transport shall be paid by the Contractor.
3. A packaging slip or delivery note detailing the contents and the complete purchase order number must be included with all deliveries. Notification of shipment shall be provided immediately, stating the same data.

## V. Invoices

1. Invoices shall quote the purchase order number and the numbers for each item. If this information is not provided, the invoice is not payable. Invoice copies must be identified as duplicates.

## VI. Payments

1. Unless otherwise agreed, payments are due for settlement net within 60 days. A 3 % prompt payment discount may be deducted within the first 14 days, or 2 % prompt payment discount within 30 days.
2. For work to be performed, the payment period begins as soon as the work has been accepted and a correctly issued and auditable invoice has been received. For deliveries, the payment period begins upon transfer of the purchased item and receipt of the invoice. If the Contractor is to provide material tests, inspection logs, quality documents or other documents, the deliveries and services shall only be deemed complete if these documents have also been received. A prompt payment discount may also be made if the Purchaser offsets or retains payments of an appropriate amount on the grounds of defects; the payment period begins when the defects have been rectified in full.

## VII. Receiving inspections

1. The Purchaser shall inspect deliveries immediately upon their receipt to determine whether the delivery complies with the ordered quantities and types and whether any transport damage or other defects are externally visible.
2. Should the Purchaser detect any defects during such inspections, it shall notify the Contractor. The Purchaser shall also notify the Contractor if it detects a defect at a later point in time.
3. Notice of defects may be given within one month of delivery or service or, if such defects only come to light during working, processing or use, within one month of their detection.
4. The Purchaser is not required to perform any further inspections or make any further notifications to the Contractor.

## VIII. Liability for defects

1. Unless longer periods are stipulated by law, the Contractor shall provide a warranty for its deliveries and work to be performed for a period of three (3) years. The period shall begin upon passage of risk for deliveries (Section IV.) and upon acceptance for work to be performed.

2. If defects are determined prior to or upon passage of risk or acceptance, or during the period stated in Section 1, the Contractor shall either rectify the defects or provide renewed delivery or manufacture free from defects, as decided by the Purchaser, at its own cost. This also applies to deliveries on which only random inspections are performed. The Purchaser's decision shall be based on reasonable grounds.
3. If the Contractor fails to provide subsequent performance within the appropriate period set by the Purchaser, the Purchaser shall be entitled
  - to withdraw from the contract in whole or part
  - or to demand reduction in the price.
  - In the case of a work performance, the Purchaser may also rectify defects itself at the cost of the Contractor and demand compensation for any necessary expenditure. This shall not affect Sections 281(2) and 323(2).

In addition to the rights stated above, the right to compensation remains unaffected.

4. The claims referred to above shall expire by limitation one year after notification of the defect, but no earlier than upon expiry of the limitation period stipulated in Section 1. Further or other legal claims remain unaffected.
5. If the Contractor provides subsequent delivery or subsequent performance, the period stated in Section 1 shall begin again.
6. The Contractor shall be liable for the costs and risk of returning defective contractual items.

## IX. Liability for infringement of property rights

1. The Contractor guarantees that the contractually agreed use is not prevented by any commercial property rights, including copyright.

## X. Subcontracting

1. Any orders subcontracted to third parties without the Purchaser's written consent shall entitle the Purchaser to withdraw from the contract in whole or part and to demand compensation.

## XI. Materials provided

1. Materials provided by the Purchaser shall remain the property of the Purchaser and shall be stored, identified and managed separately at no charge. Such materials may only be used for the Purchaser's orders. The Contractor shall provide compensation for any loss of value or physical loss. This also applies to the calculated provision of materials exclusively for the order.
2. The materials are processed or adapted on the behalf of the Purchaser. The Purchaser then becomes the direct owner of the new or adapted item. If this is not possible for legal reasons, the Purchaser and Contractor agree that the Purchaser shall become the owner of the new item at all stages of processing or adaptation. The

Contractor shall retain the new item at no charge on behalf of the Purchaser with the diligence of a prudent businessman.

## **XII. Tools, molds, samples, confidentiality, etc.**

1. Any tools, molds, samples, models, profiles, drawings, standard specification sheets, print templates and gages provided by the Purchaser and any items manufactured using them may only be transferred to third parties or used for other than contractual purposes with the Purchaser's written consent. They shall be secured against unauthorized access or use. Subject to further rights, the Purchaser may demand that such items are surrendered if the Contractor infringes these obligations.
2. The Contractor shall not disclose to third parties any information obtained from the Purchaser, unless such information is publicly known or has been obtained by legitimate means.

## **XIII. Insurance**

1. The Purchaser shall provide transport insurance for all supplies and services. If transport is to be organized by the Contractor, transport orders shall include the following instruction to the service provider: Our customer declares that it waives indemnity insurance (SLVS) within the meaning of the latest version of the German Freight Forwarders Standard Terms and Conditions (ADSp) of 1998.

## **XIV. Assignment of claims**

1. Claims may only be assigned with the Purchaser's written consent.

## **XV. Special right of termination**

1. If the Contractor suspends payments, if a temporary insolvency administrator is appointed or if insolvency proceedings are instituted against the Contractor's assets, the Purchaser shall be entitled to withdraw from the contract in whole or part. In case of withdrawal, the Purchaser may use the equipment available or previous deliveries and services by the Contractor for an appropriate fee in order to continue the work.

## **XVI. Supplementary provisions**

1. Third-party terms of sale or delivery shall not constitute part of this contract, even if they have not been explicitly rejected. If deliveries/services are accepted without explicit rejection of such terms and conditions, this shall on no account be interpreted as acceptance of such terms and conditions.

## **XVII. Place of jurisdiction, applicable law**

1. If the Contractor is a registered trader, the place of jurisdiction is the place at which the purchase order was placed.
2. German substantive law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

## **XVIII. Severability**

1. If any of the provisions of these order terms are ineffective, this shall not affect the validity of the remaining provisions.