

# General Terms and Conditions of Adolf Witte Elektro- und Hochfrequenztechnik GmbH

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## § 1 Scope of the terms and conditions

1. The following general terms and conditions shall apply to all deliveries and services that Adolf Witte Elektro- und Hochfrequenztechnik provides and procures.
2. Any deviating, conflicting or supplementary general terms and conditions of the contractual partner shall not become part of the contract unless their validity is expressly agreed to in writing.

## § 2 Conclusion of contract, agreed characteristics

1. Contracts for the delivery of goods by us shall be concluded at the latest by our actual delivery.
2. All information in brochures, illustrations, drawings and other descriptions does not constitute a warranty of quality unless they are expressly marked as such.

## § 3 Delivery reservation, delivery times

1. We shall not assume any procurement risk for goods ordered from us and shall be entitled to withdraw from the contract if the delivery item cannot be obtained despite the prior conclusion of a corresponding purchase contract and despite demonstrable efforts to obtain same from the Supplier.
2. If non-compliance with a delivery time agreed for goods to be delivered by us is due to force majeure, labour action, fire, unforeseeable hindrances or other circumstances for which we are not responsible, the delivery or execution time shall be extended for the duration of such circumstances. This shall also apply if we are in default when the hindering circumstance arises. If the impediment to performance lasts for more than one month, both we and the customer shall be entitled to withdraw from the contract. Any additional rights of the customer remain unaffected.
3. We will immediately inform the customer of any impediment to performance and, in the event of withdrawal, will immediately refund any services already rendered by the customer.

## § 4 Reservation of title, extended reservation of title

1. Goods delivered by us shall remain our property until the purchase price has been paid in full.
2. Goods delivered by us shall remain our property until all our claims against the customer arising from the business relationship have been satisfied. This shall also apply if individual or all claims of ours have been included in a current account and the outstanding balance has been acknowledged.
3. In the event of the sale of goods delivered by us, the customer assigns to us by way of collateral his claim from the resale against the buyer with all ancillary rights. The assignment shall apply including any balance claims. However, the assignment shall only apply to the amount corresponding to the invoiced price of the delivery item.
4. If the customer combines goods delivered by us with real estate or movable property, he shall assign to us by way of collateral his claim to which he is entitled as remuneration for the combination, together with all ancillary rights, in the amount of the ratio of the value of the delivery item to the other combined goods at the time of the combination.
5. The customer shall be obliged to inform us immediately of any enforcement access to goods which are subject to our retention of title as well as of any damage or destruction. The same shall apply to any change of possession of the goods as well as any change of storage location of the goods.

## § 5 Price components, due date

1. Our prices are exclusive of the applicable value-added tax and apply ex works Gettorf, Germany, exclusive of packaging and shipping.
2. Purchase prices for goods delivered by us are due without deduction on the day of delivery.

## § 6 Partial deliveries, transfer of risk in the case of sale by delivery to destination

1. We shall be entitled to make partial deliveries unless partial deliveries are unreasonable for the customer. If partial deliveries have been made, the provisions on default in § 3 shall only apply to the delivery not yet made.
2. The risk shall transfer to the customer when the goods are handed over to the transport company. We shall be released from the obligation to perform upon handover to the transport company. The transport of the goods shall be at the risk of the customer. This shall also apply if partial deliveries are made or we have assumed additional services, e.g. transport costs or delivery.

## § 7 Warranty for material defects

The warranty for material defects of goods delivered by us shall be governed by the statutory provisions. In addition, the following regulations shall apply:

1. If the supplementary performance should fail, the customer may, at his discretion, demand a reduction in payment (reduction) or rescission of the contract (rescission). In the event of a minor breach of contract, in particular in the event of minor defects, the customer shall not, however, be entitled to withdraw from the contract.
2. If the customer chooses to withdraw from the contract due to a legal or material defect after failed subsequent performance, he shall not be entitled to any additional claim for damages due to the defect.

3. Subsequent performance shall not include the removal of the defective item or its reinstallation if we were not originally obliged to install it.

4. Claims of the customer due to defects in items delivered by us shall become statute-barred one year after delivery of the item to the customer.

### **§ 8 Obligations of the Supplier**

1. If we procure substances and/or mixtures in the sense of Regulation (EC) 1907/2006 (REACH Regulation) from the Supplier, the Supplier guarantees that the substances/mixtures have been properly registered. In the case of substances/mixtures subject to authorisation, the Supplier shall guarantee that they are properly authorised.

2. The Supplier shall guarantee that goods delivered by him are not goods with dual use within the meaning of Art. 3 Regulation (EC) 428/2009 and are not subject to any other statutory restrictions on export from Germany and/or the European Union.

3. If we purchase goods from the Supplier which are subject to the US Export Administration Regulations, the Supplier shall undertake to inform us in writing of the Export Control Classification Number with sub-number (ECCN).

4. The Supplier shall undertake to disclose to us at least once a year and at any time upon our request all delivery items containing conflict minerals. Conflict minerals are substances containing tantalum, tin, gold, tungsten or other materials that are designated as conflict minerals by the Government of the United States of America ("Conflict Minerals"). The Supplier shall undertake to maintain a policy relating to the supply chain. It further undertakes to carry out an appropriate country of origin verification for conflict minerals used in the delivery items delivered to us and shall ensure that they do not contain conflict minerals from the People's Republic of Congo or neighbouring countries which directly or indirectly support conflicts in these countries. The Supplier shall undertake to carry out a risk analysis and to actively avoid risks in order to ensure an appropriate examination of the country of origin and necessary precautionary measures. The Supplier shall undertake to provide us with all necessary information and documents in the form requested by us and to enable us to comply with the legal requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the implementing acts. Such information and documents shall be retained by the Supplier for a period of at least five years and may be requested and/or reviewed by us with reasonable notice. The Supplier shall undertake to impose these obligations regarding conflict minerals on his subcontractors and upstream Suppliers for our orders accordingly.

### **§ 9 Limitation of liability**

1. We shall be liable in cases of intent or gross negligence in accordance with the statutory provisions. Otherwise, we shall only be liable in accordance with the Product Liability Act, for injury to life, limb or health or for culpable breach of essential contractual obligations or insofar as we have fraudulently concealed a defect or assumed a guarantee for the quality of the delivery item. The claim for damages for the violation of essential contractual obligations is, however, limited to the foreseeable damage typical for the contract. Essential contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely.

2. Our liability for loss of earnings is excluded if the delay is due to the fact that the goods cannot be received in time from our supplier despite a demonstrably punctual order and despite demonstrably efforts to obtain them in time.

### **§ 10 Choice of law, place of jurisdiction**

1. The law of the Federal Republic of Germany shall apply.

2. The place of jurisdiction for disputes arising from or in connection with the contractual relationship is Gettorf, Germany.