

Since 1993.

**Standard Terms and Conditions (hereafter 'Standard Terms and Conditions') of Intertec Components GmbH (hereafter 'Intertec'), Lilienthalstr. 17a, 85399 Hallbergmoos, Germany. Valid as from June 2018.**

**These Standard Terms and Conditions are a translation of the original German document. They are intended for informational purposes only. While every effort has been made to ensure that these offer a fair and correct representation of the original wording, the German wording is binding in all cases.**

**§ 1 Scope of application**

- 1.1 These Standard Terms and Conditions form part of all contracts for goods and services concluded with Intertec. They also apply to all future contracts, even if not agreed separately.
- 1.2 Any standard terms and conditions of our clients are not applicable where they contradict these Standard Terms and Conditions. This also applies if Intertec does not contradict their validity in individual cases.

**§ 2 Conclusion and content of contracts**

- 2.1 Only the written order confirmation is decisive for the content of the contract. The confirmation reflects in full the content of the contract concluded between the contracting parties. If the client has any objections to the details in the order confirmation, they must object to it in writing without delay. Otherwise, the contract will be concluded in accordance with the order confirmation in conjunction with the provisions of these Standard Terms and Conditions.
- 2.2 Application-specific client requests or properties of the goods agreed upon especially for contractual use will only be deemed to be agreed if specified in the order confirmation or another express written agreement has been made in this respect. Supplements and amendments to the agreements made, including these Standard Terms and Conditions, must be made in writing to be valid. With the exception of managing directors or authorised signatories, the employees of Intertec are not authorised to make verbal agreements deviating from this.
- 2.3 Information about the products sold by Intertec in brochures, catalogues, data sheets, advertising material, illustrations and other forms are only approximately authoritative, unless the usability for the contractually intended purpose requires exact conformity. Such information does not set out guaranteed characteristics of quality, but comprises descriptions and identifications of the delivery or service. In the product description, Intertec refers exclusively to the information provided by the respective manufacturer, without Intertec being obliged to verify this information on its part.
- 2.4 Customary industry deviations and deviations that are made on the basis of legal regulations are permissible, provided they do not impair usability for the contractually intended purpose. If the ordered goods have been further technically developed, Intertec is entitled to deliver the latest type, unless the client's interest has been expressly limited in writing to the type ordered.
- 2.5 Intertec retains the title to and copyright of all offers made by it and of all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the client. The client may not, without the express consent of Intertec, make them accessible to third parties either as such or in terms of content, disclose them, use them themselves or through third parties, or reproduce

them. At Intertec's request, they must be returned in full to Intertec and the client must destroy any copies that may have been made if they no longer need them in the ordinary course of business or if no corresponding contract has been concluded with Intertec.

**§ 3 Delivery, delivery dates**

- 3.1 Intertec is entitled to make partial deliveries if the partial delivery can be used by the client within the scope of the contractual purpose, the delivery of the remaining goods is ensured, and the client does not incur any significant additional expenses or costs as a result.
- 3.2 The delivery dates stated by Intertec are not fixed dates, unless it has been expressly agreed that the transaction involves specific delivery on the agreed date. If shipment has been agreed, the delivery dates will refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
- 3.3 Intertec is entitled to deliver the goods ten (10) days prior to the stated delivery date.
- 3.4 The agreed delivery and performance periods will be extended – without prejudice to any rights of Intertec arising from default by the client – by the period during which the client fails to meet its contractual obligations to Intertec.
- 3.5 Intertec reserves the right to exceed delivery under the contract by up to 10% or fall short of delivery by up to 5%, unless this is unreasonable for the client.

**§ 4 Call orders, express agreements**

- 4.1 In the case of call orders, the client is obliged to call the order no later than twelve (12) weeks before the desired delivery date, unless otherwise expressly agreed in writing. Unless otherwise agreed, the client must call for the goods at the latest within a period of twelve (12) months from the date of the order confirmation. If the client does not call the goods within the 12-month period, Intertec is entitled to deliver the non-called goods to the client. The client bears the risk of any deterioration of the goods for which Intertec is not responsible. The client is responsible for the storage costs for goods not called within the stipulated period.
- 4.2 If an increased express freight charge has been agreed with the client for express delivery, this charge is also payable if the delivery is delayed due to circumstances for which Intertec is not responsible and the desired client deadline has therefore not been met. This includes in particular delays due to force majeure, measures taken by official authorities (customs), labour disputes, sabotage and lack of raw materials.

**§ 5 Prices**

- 5.1 The prices stated in the order confirmation are binding, along with packaging, freight, insurance, customs duty and the respective statutory value-added tax. Additional

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or special requirements are charged separately. The prices apply from the registered office of Intertec.

- 5.2 Invoices are due for payment within thirty (30) days without any deductions, unless expressly agreed otherwise. The date of receipt of payment by Intertec is decisive.
- 5.3 If a supplier increases its prices before Intertec has delivered, Intertec is also entitled to correspondingly increase the price agreed with the client for goods not yet delivered, but only if and to the extent that Intertec generally increases its prices and only if Intertec is not in default of performance. If Intertec does not have to deliver in partial quantities, the right to increase the price will only arise four months after conclusion of the contract.
- 5.4 If the conclusion of the contract and the delivery date – particularly in the case of call orders – fall more than one month apart and if due to currency fluctuations Intertec's procurement costs increase by more than 10% after conclusion of the contract but before the goods are delivered, Intertec reserves the right to unilaterally increase the agreed price by the same amount.

#### § 6 Offsetting, right of retention

- 6.1 Offsetting against counterclaims of the client is only permissible if the counterclaim is undisputed or has been legally established. The same applies to the exercise of a right of retention by the client. The commercial right of retention according to Section 369 of the German Commercial Code (HGB) is excluded.
- 6.2 If the client is in default of payment or if their financial circumstances have deteriorated significantly after conclusion of the contract or if such deterioration of financial circumstances becomes known subsequently or if an application has been filed for the opening of insolvency proceedings against the client's assets, Intertec is entitled to make or provide outstanding deliveries or services only against advance payment or the provision of security. The right to terminate or withdraw from the contract remains unaffected.

#### § 7 Transfer of risk, shipment

- 7.1 The risk of deterioration and loss passes to the client upon delivery of the goods. In the case of shipment, in particular also freight-free delivery, the risk of deterioration and loss passes to the client as soon as the goods are handed over to the freight forwarder, the carrier or other third parties designated to carry out the shipment. This also applies if partial deliveries are made or Intertec has assumed other services.
- 7.2 If the handover or shipment is delayed due to a circumstance for which the client is responsible, the risk passes to the client from the day on which Intertec was ready to ship and has notified the client of this.

#### § 8 Reservation of title

- 8.1 Intertec reserves title to all goods delivered by it until full payment of its total receivables from the business transaction. This also applies if the purchase price for certain deliveries designated by the client has been paid, since the reserved title serves as security for Intertec's outstanding claim.
- 8.2 The handling and processing of the goods delivered by Intertec that remain its property is always carried out on its own behalf and without any liabilities arising. If goods owned by Intertec are mixed, enjoined or combined with other items, the client hereby assigns to Intertec its ownership or

co-ownership rights in the new item and will keep the item in safe custody for Intertec with the diligence of a prudent business person. Intertec hereby accepts this assignment. The client may only sell the goods owned by Intertec in the course of regular business transactions provided that the client is not in default of payment.

- 8.3 Upon conclusion of the contract, the client assigns to Intertec by way of security the full amount of the claim against its customer to which it is entitled from the sale or for any other legal reason, including all ancillary rights. Intertec hereby accepts this assignment.
- 8.4 The client remains entitled to collect the claim as long as it is not in default of payment to Intertec. If the value of the goods serving as security exceeds Intertec's total claim by more than 20%, Intertec is obliged to reassign the claim at the client's request.
- 8.5 In the event of access to the reserved goods by third parties, in particular bailiffs, the client will point out the agreed retention of title and inform Intertec immediately.
- 8.6 If the client acts in breach of contract, Intertec is entitled to withdraw from the contract and to demand the surrender of the reserved goods or, if applicable, the assignment of the client's claims for surrender against third parties.

#### § 9 Warranty, return of goods

- 9.1 The warranty period is one year after delivery.
- 9.2 Under the general warranty, Intertec is only liable for the products it sells being free of defects. Intertec is not liable for the suitability of the delivered products in the area of use intended by the client or the safety of the product in the client's specific application. Even in the event of application advice, liability is limited to the absence of defects in the products supplied.
- 9.3 The delivered goods are to be inspected by the client immediately after delivery – or in the case of delivery to a third party designated by the client, by the third party – for completeness, damage to the packaging and damage to the goods themselves. In the case of the delivery of semiconductor products, the client must also subject the delivered goods to a spot check immediately after delivery. The goods are deemed as accepted if Intertec has not received written notice from the client within seven (7) working days of delivery with regard to obvious defects or such defects that were identifiable during an immediate, careful inspection or otherwise within seven (7) working days of the discovery of the defect or the time at which the defect was identifiable by the client during normal use of the goods without closer inspection.
- 9.4 Within the scope of the warranty, the client may in principle initially only demand rectification of defects or replacement. The client will grant Intertec a reasonable period of time for the rectification of defects and replacement. If the client refuses to do so, Intertec is released from the obligation to remedy the defect. The client may demand cancellation of the contract (rescission) or reduction of the price (reduction) if the rectification of defects has failed or a replacement has been refused or has not been made within a reasonable period after the failure of the rectification of defects; the period begins on the day of receipt of the written notice of default.
- 9.5 In the case of delivery in batches, the client must carry out a spot check on each batch immediately after delivery. The goods delivered in batches are deemed accepted if Intertec has not received a notice of defect regarding a defective

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batch within seven (7) working days of delivery. If the notice of defects is submitted within the deadline, Intertec will replace the defective batch with another batch against return of the defective batch. In agreement with the client, Intertec is entitled, instead of replacing the entire batch, to make a replacement delivery in respect of the defective parts.

- 9.6 If the goods are accepted, the client may not make any recourse claims according to Sections 437 ff. and 478 of the German Civil Code (BGB). In addition, the client's rights of recourse pursuant to Section 478 of the Civil Code only exist insofar as the client has not made any agreements with its own customer that go beyond the statutory claims for defects.

#### **§ 10 Withdrawal from contract, limitation of liability, compensation**

- 10.1 Intertec is entitled to withdraw from the contract if the fulfilment of the contract becomes impossible for reasons beyond its control or if unforeseeable events occurring at the time of the conclusion of the contract later change the contractual relationship so fundamentally that it can no longer be reasonably expected to adhere to the contract. In such cases, Intertec may demand compensation from the client for all necessary expenses already incurred for the order.
- 10.2 Intertec is not liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events that were not foreseeable at the time of the conclusion of the contract (such as operational disruptions of any kind, transport delays, strikes or non-delivery, incorrect or untimely delivery by the supplier) and for which Intertec is not responsible. If such events make delivery or performance substantially more difficult or impossible for Intertec and the hindrance is not only temporary, Intertec is entitled to withdraw from the contract. In the event that its own supplier does not supply Intertec correctly or on time, this shall only apply if Intertec has concluded a congruent hedging transaction with its supplier. If the hindrances are only temporary, the delivery or service deadlines will be extended by the period of the hindrance plus a reasonable start-up period. Otherwise, Intertec's liability for impossibility of performance and delay is limited to the liability regulated in section 10 of these Standard Terms and Conditions.
- 10.3 Intertec will be liable for damages – for whatever legal reason – in accordance with statutory provisions in the event of intentional or grossly negligent conduct by Intertec or one of its agents. In the event of simple negligence on the part of Intertec or one of its agents, Intertec will not be liable unless it contravenes a material contractual obligation, the fulfilment of which characterises the contract and on which the client could rely. In this case, Intertec's liability is limited to damages that the client foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or, taking into account the circumstances that were known to the client or that the client should have known, should have foreseen when applying the usual due diligence. In this case, indirect damage and consequential damage caused by defects can only be compensated insofar as such damage is typically to be expected when the product is used as intended.
- 10.4 The limitations of liability mentioned in section 10.3 do not apply in case of injury to life, body or health, in case

of acceptance of a guarantee, fraudulent concealment of a defect, or liability under the German Product Liability Act (ProdHaftG).

#### **§ 11 Place of performance, place of jurisdiction, applicable law, and miscellaneous provisions**

- 11.1 The place of performance for all mutual obligations is Freising, Germany.
- 11.2 The place of jurisdiction for all legal disputes between business parties arising from the contractual relationship as well as from its creation and effectiveness is Freising, Germany. At our discretion, we may also file an action at the client's registered place of business.
- 11.3 The law of the Federal Republic of Germany is applicable. UN sales law and international private law are not applicable.
- 11.4 The individual provisions of the contract remain binding even if individual conditions are invalid. Should a provision be invalid in whole or in part, the parties to the contract will immediately seek to replace the invalid provision with a valid provision that most closely achieves the intended economic intent of the invalid provision.
- 11.5 Should a provision of these Standard Terms and Conditions be or become wholly or partially invalid, the validity of the remaining provisions remains unaffected. Instead of the invalid provision, the terms will be adjusted to incorporate a valid provision that most closely achieves the economic intent of what the parties would have agreed if they had considered the invalidity of the provision.
- 11.6 The client is aware that Intertec stores data arising from the contractual relationship in accordance with Section 28 of the German Federal Data Protection Act (BDSG) for the purpose of data processing and reserves the right to transfer the data to third parties (such as insurance companies) to the extent necessary for the performance of the contract. The same applies in the event of an omission.