

# StandexMeder Electronics GmbH General Terms and Conditions of Sale (GTC)

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## 1. General, Scope of Application

1.1 Our General Terms of Sale and Delivery (GTSD) shall apply exclusively. We do not recognize any of the Customer's terms and conditions that deviate from or contradict these, unless we have expressly acknowledged their validity in writing. The GTSD shall also apply even if we execute the delivery without reservation while being aware of any of the Customer's conditions that contradict or deviate from them.

1.2 All agreements reached between us and the Customer during contract negotiations or in the execution of the main contract are laid down in writing in this contract. No agreements were made other than the ones contained herein. Additional verbal agreements shall only apply if we confirm them in writing. The Customer shall have the right to prove that an additional verbal agreement was made if written confirmation was waived.

1.3 These GTSD apply exclusively to entrepreneurs (as understood in Section 14 of the German Civil Code [BGB]). An entrepreneur means a natural or legal person or a partnership with a legal personality, who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.

## 2. Offer, Proposal Documentation

2.1 The purchase order signed by the Customer shall be a binding offer. We shall be entitled to accept it within two weeks. If we have not confirmed the order either verbally or in writing within this time limit, the Customer's offer to enter into a contract shall be deemed rejected. The written order acknowledgment (including in electronic form) shall be deemed acceptance of the purchase order, but the sending of an invoice or the partial or complete delivery of the goods ordered shall also be deemed as such.

2.2 Our offers, but also in particular the details contained in price lists, brochures and offers, and offer-associated documents like illustrations, drawings, descriptions, indications of weights and dimensions, performance and consumption data, as well as particulars related to the usability of devices, shall be non-binding unless otherwise provided for in the order acknowledgment or in our offer. The details in the documents indicated shall only be approximate guides unless we expressly affirm in writing that they are binding. Minor deviations from such particulars used to describe products shall be deemed to be approved and do not affect the fulfillment of the contract, provided the deviation is deemed acceptable to the contractual partner. This shall hold true especially in the event of modifications and improvements for the purpose of technical advancement.

2.3 We reserve the property rights and copyrights to illustrations, drawings, calculations and all other proposal documentation.

## 3. Prices, Payment Terms, Customer Default, Exclusion of Set-Off

3.1 Unless otherwise agreed, our prices shall be in Euros, plus the legal VAT applicable on the day of delivery.

3.2 In the absence of a special agreement, the prices shall be EXW (ex works) incl. packaging, but not customs and ancillary fees.

3.3 If, after the contract has been concluded, cost factors rise as a result of an increase in the compensation to third parties involved in the rendering of services, or to a change in the market price, then we shall be entitled to adjust the prices commensurate with the rise in costs for deliveries (delivery deadlines) later than four months after conclusion of the contract. This shall apply particularly if the delivery is delayed for reasons the Customer is responsible for. If the adjusted price is 20% higher than the price agreed upon, the Customer shall have the right to withdraw from the contract. This right must be exercised immediately after the increased price is announced.

3.4 A discount deduction shall require a special written agreement. No discount will generally be allowed for payments made by bill of exchange.

3.5 Bills of exchange, checks and transfers will not be deemed as fulfillment prior to final crediting to our account.

3.6 Expenses caused by the relevant payment transactions shall be borne by the Customer. This shall also apply to bank charges arising from chargebacks. In addition, in case of non-payment or chargeback on a check or bill of exchange, we shall be entitled to demand a lump sum administrative fee in the amount of 20.00 Euros plus VAT from the Customer, unless the Customer proves that we have incurred no, or a very small, expense.

We shall be entitled to calculate a lump sum of 8.00 Euros plus VAT for every reminder.

3.7 All payments must be made to us and, according to the terms of payment, described in the order acknowledgment. Our agents have neither the power to enter into and conclude agreements nor the authority to collect.

3.8

Payments received will first be charged interest and costs and will then be applied to the oldest claim.

3.9 50% of the cost for molds and appliances must be paid immediately upon receipt of our order acknowledgment, the remaining net amount upon submittal of the output sample.

3.10 Unless otherwise stipulated in the order acknowledgment, the purchase price shall be due and payable 10 days after receipt of the goods.

In the event of late payment, the Customer shall owe default interest or overdue payment interest in the amount of nine (9) percentage points above the current base rate as per Section 247 of the BGB per annum. This shall not require giving a special notice of default. If we can prove a greater loss due to delay, then we shall be entitled to claim it.

3.11 The Customer shall be in default at the latest upon failure to make payment to us or to provide us with an equivalent payment schedule within 30 days after the due date and receipt of our invoice.

3.12 The payments must be made at our head office without deducting any type of expense, tax or charge.

3.13 If the Customer is more than 30 days late on part or all of a payment, or there is a deterioration in his financial standing which casts doubt on his solvency or his creditworthiness, such as, for example, bill and check protests, or if application is made to initiate insolvency proceedings against his assets, then we shall have the right - subject to any other rights we are entitled to - to demand payment in advance or security, to withhold our services and deliveries until advance payment has been made or security provided, and to withdraw partially or wholly from the contract in the event of insufficient advance payment or provision of security, as well as to exercise all rights deriving from retention of title as per Subparagraph 12. In any case, all of our claims in connection with our business relationship with this Customer, including, for example, information costs, shall immediately fall due.

3.14 We shall also be particularly entitled to demand advance payment, lodging of a security or compensation for all our claims if the Customer refuses to accept part or all of a delivery, or wrongly cancels his order or wants to cancel it.

3.15 The Customer shall have the right of retention only if it is based on the same contractual relationship and his claim/his right is undisputed or has been legally established in a court of law.

3.16 The warranty provisions listed below shall not affect the obligation to fulfill the payment terms agreed upon. The withholding of payments because of warranty claims shall, therefore, be excluded.

3.17 The Customer shall only be able to offset counterclaims that are either uncontested or have been legally established in a court of law.

3.18 In the cases specified in Subparagraph 3.13, and in other serious violations of obligations by the Customer, and after setting a reasonable deadline for performance, we shall be entitled to withdraw from the contract, to collect the reserved goods, and to that end, to enter the place where the goods are stored or being used. The notification of withdrawal must reach the Customer before collection or, at the latest, at the time of collection.

For these instances, the Customer shall grant us his consent at the outset to enter all spaces where the reserved goods are located and to collect the reserved goods.

## 4. The Customer's Scope of Supply, Delivery Time and Obligation to Cooperate, Obstacles to Delivery, Delivery Delay, Storage Costs

4.1 Our written order acknowledgment shall be decisive for the scope of delivery. In the case of an offer incorporating a time commitment and acceptance within a stipulated time limit, the scope of the delivery shall be determined by the offer, provided no written order acknowledgment exists. Side agreements and changes shall require our written confirmation.

4.2 If not otherwise defined in the order acknowledgment, we shall be entitled to make partial deliveries, provided this is acceptable to the Customer.

4.3 In the event of unforeseeable, extraordinary or other circumstances we cannot be held responsible for, such as, for example, interruptions in operations due to force majeure or our supplier's inability to deliver, labor disputes, particularly strikes and lockouts, that is, circumstances as a whole that lie outside our sphere of influence, the delivery deadline shall be extended for the duration of these events. This shall also apply if our suppliers are affected by such circumstances.

The aforementioned circumstances shall also bring about an extension of the delivery deadline if they occur during an already existing delay.

4.4 If performance is prevented for longer than two months for the reasons set forth in Subparagraph 4.3, both sides shall be entitled to withdraw from the contract with respect to the overdue delivery; if, however, we fail to meet the deadline for reasons other than those listed in Subparagraph 4.3, only the Customer shall be entitled to withdraw.

4.5 If the Customer incurs a loss due to a delay we are responsible for, then he shall be responsible for demonstrating the origin and the amount of the loss.

4.6 If the shipment is delayed at the request of the Customer, then beginning four weeks after notification of dispatch readiness, the Customer shall be charged the cost of storage; for storage in our plant, at least 0.5 percent of the invoice amount for each month or part thereof. Irrespective of this, we shall be entitled to grant the Customer a reasonable deadline for accepting the goods supplied, and after it expires with no results, to otherwise gain possession of the deliverables. The Customer's obligation to accept delivery shall not be affected by this. In this case, we may in fact deliver new goods to the Customer within a reasonably extended period of time in compliance with the contract.

4.7 If separate parts are delivered or provided by the Customer, then he shall be obligated to deliver them to us free to our plant in due time, in perfect quality, as well as in sufficient quantity, i.e. excess quantity of at least 10%. In case of untimely or unsatisfactory delivery, as well as upon delivery of improper parts, the Customer shall be obligated to compensate us for the additional expense we incur from it. Apart from that, this shall extend the agreed upon delivery deadline by the amount of time it takes the Customer to make a proper delivery. Furthermore, in this case, we shall retain the right to withdraw from the contract. The Customer shall not be able to derive any rights from this to compensation for damages from us.

4.8 If no binding delivery deadlines are agreed to in the main contract, withdrawal shall require a written reminder from the Customer and the setting of a grace period of at least 14 business days. This shall not apply in the instances described in Section 323 II, IV of the BGB or if a fixed period commercial transaction has been agreed to.

4.9 Delivery, development and production deadlines or other deadlines agreed upon shall only be binding on either Party if they are expressly described as binding.

4.10 If not otherwise agreed in the main contract, the delivery deadline shall begin with the dispatch of the order acknowledgment, but shall require the clarification of all technical questions and timely and proper fulfillment of the Customer's obligations, in particular, furnishing the documents, permissions, approvals to be procured by the Customer, or receipt of the down payment agreed upon.

The delivery deadline shall be met if, by the time of its expiration, the delivery item has left the plant or dispatch readiness was announced.

Provided we have not pledged any definite delivery date, 10 days after we have missed a non-binding delivery date or a non-binding delivery deadline, the Customer shall be able to demand that we make delivery. We shall fall behind schedule once the request has been received. If the Customer has a claim to compensation for a loss caused by delay, in case of slight negligence on our part, this shall be limited to a maximum of 10% of the agreed upon purchase price. If, moreover, the Customer wants to withdraw from the contract and/or to demand compensation for damages in lieu of the performance, he must grant us a reasonable deadline for delivery or performance after the 10-day time limit has expired. If the Customer has a claim to compensation for damages in lieu of the performance, in the event of slight negligence, the claim shall be limited to a maximum of 10% of the agreed upon purchase price. If the Customer is an entrepreneur, damage claims shall be excluded in the case of slight negligence. The Customer shall only be able to claim compensation for damages if the legal requirements are met in accordance with the following clauses 7 - 11.

4.11 In the event of the non-availability of the promised performance, which was unforeseeable at the time the contract was concluded, we shall be entitled to withdraw from the contract. Our suppliers failing to deliver to us in a timely manner shall, in particular, be deemed an instance of non-availability of the performance in this sense, if we have concluded a congruent hedging transaction. This shall have no effect on our or the Customer's legal rights of withdrawal or cancellation.

We shall be obliged to inform the Customer promptly of the non-availability and to refund the Customer's payments without delay.

## 5. Transfer of Risk

If the Customer is an entrepreneur, the risk shall be transferred to him as soon as the delivery / partial delivery has been handed over to him or to the person performing the transport, or it has left our production or shipping warehouse. This shall also expressly apply to partial deliveries and in the event that we have assumed any other services, e.g. as an exception, the shipping, the installation etc.

If the delivery is ready for shipment and the shipment or acceptance is delayed for reasons we are not responsible for, then the risk shall be transferred to the Customer once the Customer receives the notification of dispatch readiness.

At the Customer's request, the goods shall be insured at the

Customer's own expense against theft, breakage, transport damage, fire and water damage, as well as other insurable risks. In cases of delay in delivery which the Customer is responsible for, we shall, at the Customer's corresponding and express request, be obliged to take out the properly defined insurance at the Customer's expense.

## 6. Default of Acceptance, Compensation for Non-Acceptance

### 6.1

If the Customer unjustifiably refuses to accept the goods ordered, or if he withdraws from the contract without justification, then we shall be entitled to demand compensation for the additional expenses we must incur for the failed delivery, as well as for the return transport, storage and maintenance of the delivery. We shall also be optionally entitled to demand a lump sum administrative fee in the amount of 3% of the net value of the order for the additional expenses the Customer is liable for. Furthermore, after a reasonable grace period granted to him expires without result, we shall be entitled to withdraw from the contract and/or to demand compensation for damages in lieu of the performance in the amount of a lump sum of 25% of the net value of the order.

### 6.2

If the Customer wrongfully cancels an order issued to us, or wrongfully rescinds an order issued to us, or wrongfully refuses to accept goods ordered from us, or refuses to fulfill any other contractual obligations assumed by him, then, after a reasonable grace period granted to the Customer has expired without result, we shall, for our part, be entitled to refuse to fulfill the contract and to lodge a claim against the Customer for payment of a lump sum compensation for losses in the amount of 25% of the net value of the order over and above the additional expenses owed as per Subparagraph 6.1.

### 6.3

The Customer shall be expressly granted the opportunity to prove that no loss at all was incurred or that it was significantly less than the lump sum. We shall be granted the opportunity to prove that a greater loss was incurred.

## 7. Liability for Defects

### 7.1

The particulars about performance, dimensions, weights, prices etc. contained in catalogues, brochures, circulars, advertisements, illustrations and comparable public promotions shall be non-binding, unless they are expressly included in the contract.

### 7.2

In the case of a legitimate and timely notice of defects - this shall also include missing features that were guaranteed - we shall be entitled, at our own discretion, to correct the defective goods or to supply replacements. We shall be granted a period of 15 business days to rectify the defects. We shall be entitled to perform more than two attempts to rectify the defects, provided this is acceptable to the Customer. With respect to the warranty, the same shall apply to the replacement part and the repair as to the original delivery item. Parts that have been exchanged or replaced shall pass into our ownership if they are not already covered by our retention of title.

### 7.3

The Customer shall be obliged to permit us to examine the defective delivery item at our discretion, either on the Customer's premises or on our own.

After making notice of defect, the Customer must give us the time and opportunity we need to undertake all repairs or replacement deliveries we may reasonably deem necessary. Only in urgent cases where there is a risk to work safety, or to prevent disproportionately large damage, shall the Customer have the right to remedy the defect himself or to have it remedied by third parties, and to demand reimbursement of the necessary expenses from us. We must be immediately informed of such situations. The Customer shall have the same rights if we fall behind schedule in remedying the defect

### 7.4

If we are not responsible for the defect, we shall be able to refuse the Customer the supplementary performance (replacement delivery or repair) owing to unreasonably high costs if the cost of the supplementary performance exceeds the value of the goods in perfect condition by 150%.

The same shall apply if the cost of the supplementary performance exceeds the depreciation caused by the defect by 200%.

### 7.5

If the supplementary performance fails, or we refuse both types of supplementary performance, or if the supplementary performance is unacceptable to the Customer, the Customer shall in all cases be able, at his discretion, to demand a reduction in the compensation (decrease) or, provided a construction work is not the object of liability for defects, the cancellation of the contract (withdrawal) and/or, if the legal requirements are met, and in accordance with the following provisions (in particular 7.6, 7.7, 7.8, 8, 10 and 11), to claim compensation for damages. However, the Customer shall have no right of withdrawal if there is only a minor violation of the contract.

### 7.6

If, after a failed attempt to rectify the defect, the Customer elects to withdraw from the contract, the Customer shall not be entitled to any additional claim for damages because of the defect. Section 325 of the BGB shall be waived in this respect. However, if the Customer elects to withdraw from the contract, he shall not be prevented from claiming damages due to delay that were incurred up to the time of the withdrawal within the meaning of Section 280 II in conjunction with Section 286 of the BGB.

### 7.7

If, after a failed attempt to remedy the defect, the Customer elects compensation for loss suffered, the goods will remain with the Customer if this is acceptable to him.

### 7.8

A violation of obligation by our legal representative or vicarious agent, as understood in our GTSD, shall be the equivalent of the same on our part.

### 7.9

If we are liable for breaches of obligation on their merits, our liability shall be limited - except in the case of intent and culpable injury to life, limb or health - to the foreseeable, direct, average damages as are typical of such contracts, depending on the type of goods.

### 7.10

If the Customer accepts a defective article, even though he knows about the defect, he shall only be entitled to the claims and rights accruing from defects as per Section 437 of the BGB to the extent indicated above if he reserves them due to the defect upon acceptance of the article.

### 7.11

If the Customer makes an unjustified warranty claim against us, then he must compensate us for all costs arising in connection with the examination of the goods, providing he can be held responsible for making the claim against us in a careless, grossly negligent or deliberate way. The costs shall amount to a lump sum of 1% of the net value of the goods that were reported to be defective, but at least 60.00 Euros plus VAT.

The Customer shall be granted the opportunity to prove that no loss at all was incurred or that it was significantly less than this lump sum. We shall retain the right to prove the costs were higher.

### 7.12

For critical third-party products, our liability shall be limited to the assignment of the warranty claims that we are entitled to against the supplier of the third-party product.

### 7.13

The assignment of the Customer's warranty claims to third parties shall be excluded. If the Customer sells the articles we supplied to third parties, he shall be forbidden to refer to us because of the legal and/or contractual warranty claims involved.

## 8. Obligation to Inspect and Give Notice of Defect

### 8.1

If the Customer is a merchant within the meaning of the German Commercial Code (HGB), he must examine the goods immediately after delivery, to the extent that this is feasible in the proper course or flow of business. If a defect becomes apparent (including wrong delivery and short delivery), we must be immediately notified of this.

The time limit for filing a notice of defect shall be a maximum of five (5) business days. The receipt of a written (including faxed) notice of defect shall be decisive. If the defect does not become apparent until later, the notification must be made immediately, but also no later than five (5) business days after the discovery of the defect. We must be provided with proof of the time of discovery at the same time as the notice of defect.

In the case of partial deliveries, these provisions shall apply as of the moment of delivery in each case.

### 8.2

Neither the commercial Customer's claims based on liability for defects nor his damage claims shall apply unless he fails to meet his obligations as described in 8.1.

### 8.3

If the Customer is not a merchant within the meaning of the HGB, he must give written (or faxed) notice of obvious defects within four (4) weeks after receipt of the goods. In this case, dispatch within the time limit shall suffice.

### 8.4

The commercial Customer must return the goods reported as being defective to us, freight prepaid, in the original or equivalent packing.

## 9. Guarantees

### 9.1

Unless otherwise contractually agreed, we do not ensure any qualities of the goods and do not issue the Customer any guarantees. In addition, we also shall not assume any kind of procurement risk.

### 9.2

If the manufacturer issued any guarantees, the Customer's claims against him shall not be affected.

## 10. Liability and Liability Limitations

### 10.1

Unless otherwise stipulated in these GTSD, including in the following provisions, our liability in the event of a violation of contractual or non-contractual obligations shall be determined by the relevant statutory regulations.

### 10.2

Unless otherwise defined contractually or in the above provisions, our liability shall be excluded for slightly negligent breaches of obligation, unless such damages as were caused by us relate to injuries to life, limb or health, or to the violation of a crucial contractual obligation (material contractual obligation), or if the circumstance that resulted in damage was fraudulently concealed by us, or if the damage incurred by the Customer can normally be covered as part of product liability insurance.

A material contractual obligation as understood in this regulation

shall be viewed as any essential duty of a contract requiring reciprocal performance or counter performance.

### 10.3

If we are liable for breaches of obligation on their merits, our liability shall be limited - except in case of intent and culpable injury to life, limb or health - to the foreseeable, direct, average damages as are typical of such contracts depending on the type of goods.

In case of minor negligence, liability shall be limited to the net purchase price plus 10%.

### 10.4

If the damage incurred by the Customer could normally be covered as part of product liability insurance, the liability limitations mentioned in Subparagraphs 10.2 and 10.3 shall not apply, if the minimum amount of insurance provided by product liability insurance which can normally be taken out is enough.

### 10.5

If we are liable for damages caused by delay, the liability shall be limited to up to 5% of the net purchase price agreed upon with us. The limitation shall not apply if a breach of obligation caused by our negligence resulted in injury to life, limb or health, or if a breach of obligation caused by our gross negligence resulted in any other damage.

We shall reserve the right to prove that the Customer incurred no damage at all or only significantly less damage than the aforementioned lump sum.

### 10.6

Furthermore, our liability shall be limited for such damages as caused by inappropriate or incorrect use of the goods delivered, improper installation or putting into service by the Customer or third parties, normal wear and tear, improper or careless handling, inappropriate equipment, substitute materials, defective construction work, unsuitable building ground, or chemical, electrochemical or electrical influences. We shall only be liable for such damages if expressly agreed upon in writing.

Our liability shall likewise be excluded if the Customer or third parties improperly make modifications or repairs to the goods delivered without our prior consent.

In case of minor negligence, Customer claims on compensation for lost profit, loss of savings or direct and/or indirect consequential damage shall be excluded.

If the Customer is liable for damages on the merits, this liability shall be limited to damages that we foresaw as a possible consequence of a breach of contract or that we should have foreseen had we applied due diligence at the time the contract was concluded. Indirect damages and consequential damages that are the result of defects in the delivery item shall furthermore only be subject to compensation if such damages are typically to be expected when the delivery item is used for its intended purpose.

We shall not be responsible for the recovery of data unless we caused their destruction intentionally or through gross negligence, and the Customer has ensured that the data can be reconstructed at reasonable expense on data media kept ready in machine-readable form.

If liability is contractually extended beyond the aforementioned extent, such as, for example, by guarantee of performance, yield etc., then, upon commissioning, the Customer shall be obliged to give us the opportunity, upon request, to prove fulfillment of the guarantee. If such an opportunity is not granted, the proof shall be deemed to have been provided.

### 10.7

The mandatory provisions of the German Product Liability Act shall remain unaffected.

### 10.8

The same standard and scope of liability shall apply to the legal representatives and vicarious agents we employ to carry out our contractual obligations. If and to the extent that our liability as per Subparagraphs 10.2 - 10.6 is excluded or limited, then neither shall our legal representatives nor vicarious agents be liable. The same shall hold true in the event of an exclusion from liability as per Subparagraph 7.7.

## 11. Limitation

### 11.1

The warranty period for the purchase of new and used goods shall be one (1) year from the time the goods are delivered.

### 11.2

If the performance of work is an object of the contract, the warranty period shall be one (1) year from the start of the statutory limitation period. However, the five-year time limits mentioned in Sections 438 I No. 2 and 634 a I No. 2 of the BGB shall remain unaffected.

### 11.3

The Customer's right to claims for damages to goods purchased shall expire one year after the goods are delivered. This shall not apply if we may be reproached for fraud or malice. The time limit in Section 438 I No. 2 of the BGB shall remain unaffected. If the performance of work is an object of the contract, the limitation period shall commence upon taking delivery (Sections 640 I, 646 BGB). The time limit in Section 634 a I No. 2 of the BGB shall remain unaffected.

## 12. Retention of Title, Copyright

### 12.1

We shall retain ownership of all articles and materials delivered until all payments deriving from the respective contract have been received. Pledging the goods delivered or assigning them as

security shall not be permitted at any time.

The Customer must notify us in writing immediately if and when third parties access (e.g. seize or confiscate) the goods belonging to us.

12.2

If the Customer is an entrepreneur, retention of title, including for our claims arising from the ongoing business relationship, shall persist until claims related to the purchase are settled. If the Customer requests it, we shall be obliged to waive retention of title if the Customer has indisputably fulfilled all the requirements in connection with the object of purchase, and a reasonable security exists for the remaining requirements arising from the ongoing business relationships.

12.3

Upon delivery of goods, including software, the Customer shall be entitled to resell them and to process them during the course of normal business operations. However, he shall, at the outset, assign to us all accounts receivable in the amount of the final invoice amount (including VAT) owed to us that accrue to him from the resale to his customers or third parties, irrespective of whether the goods are resold without or after processing. All other accounts receivable arising from other legal grounds (e.g. existing insurance, torts) related to the object sold shall also be assigned to us. We herewith accept these assignments and may collect the debts ourselves if the Customer defaults on payment or if application is made to initiate insolvency proceedings. Please refer to Subparagraph 12.7.

In all other cases, the Customer shall be authorized - subject to revocation at any time - to collect the accounts receivable from the purchaser of the reserved goods.

We shall be entitled to insure the delivery item against theft, breakage, fire damage, water damage and other damage at the Customer's expense, unless the Customer can demonstrate that he has taken out the insurance himself. We shall inform the Customer in a timely manner of our intention to take out such insurance.

12.4

If the realizable value of all security interests we are entitled to according to the provisions above exceeds the amount of all secured claims by more than 20%, we shall, at the Customer's request, release the portion of the security interests in excess thereof at our discretion.

12.5

Neither our assertion of retention of title nor our seizure of the delivery item shall be regarded as withdrawal from the contract.

12.6

If software is a part of the object of the contract, in the absence of an agreement in the contract to the contrary, the Customer shall not be entitled to rent, lease or lend the software. The above exceptions, and those provided for by the law, shall prohibit him from wholly or partially reproducing the programs transferred to him.

12.7

If the Customer behaves in a manner contrary to the terms of the contract, particularly in default of payment, but also in case of other justified doubts about his solvency or creditworthiness, he shall no longer be entitled to dispose of the goods. We shall then be entitled to demand information about the names and addresses of the purchasers of the reserved goods, to notify them that the accounts receivable have been transferred to us, and to collect the Customer's claims against the purchaser of the reserved goods ourselves. Furthermore, we shall be entitled to collect the reserved goods in these cases, and, to that end, to enter the place where the goods are stored or being used.

### 13. Legal Venue, Place of Performance, Final Provisions

13.1

If the Customer is a merchant registered in the German Commercial Register, a legal entity under public law or a special fund under public law, the legal venue shall be the headquarters of StandexMeder Electronics GmbH at the time the contract was concluded. However, we shall also be entitled to file suit either at the Customer's headquarters or at the head office of one of his branches.

13.2

If not otherwise stipulated in the order acknowledgment, our place of business shall be the place of performance.

13.3

German Law shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

13.4

As pointed out, we shall record the data of all business partners in files and process it. The Customer agrees with our storing the data.

13.5

Side agreements to these conditions and alterations to the concluded contract or to these conditions must be in writing to be valid.

13.6

Should one of our above GTSD be or become invalid, the other provisions shall remain valid. In this case, the Parties shall agree on acceptable alternatives to the invalid provisions which both correspond to the legal provisions and come as close as possible to the original purpose intended.



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