

# General Terms of Delivery

## 1. General information

- All legal relationships between MURRELEKTRONIK GmbH or a company of the Murrelektronik group of companies with its registered office in Germany, which is affiliated with Murrelektronik GmbH pursuant to Sections 15 et. seq. of the AktG (German Stock Corporation Act)(hereinafter referred to as „supplier“) and a purchaser in connection with the deliveries and/or services of the supplier (hereinafter referred to as „deliveries“) shall be governed exclusively by these General Terms and Conditions of Delivery. However, these General Terms and Conditions of Delivery shall only apply if the purchaser is an entrepreneur (Section 14 of the BGB (Federal Code of Law)), a legal entity under public law or a public law entity with special public funds.
- Any conflicting or different terms and conditions of the purchaser shall not apply and shall not bind the supplier unless the supplier expressly agrees to them in writing.
- The contracting party in business transactions, including those made via our online shop, is exclusively a natural or legal person or a partnership formation with legal capacity which, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity (Section 14 of the BGB). Our goods are not consumer goods and are not designed for private end consumers. Therefore, the (further) sale as well as the delivery of our commodities is only permitted to entrepreneurs.
- In the event of a continuous business relationship, these General Terms and Conditions of Delivery shall also apply to subsequent orders and to spare parts deliveries without the need for a renewed reference to them.
- Subsidiary agreements and assurances as well as amendments or supplements to a contract concluded in writing or by telex must be submitted in writing. The same shall apply to legally relevant declarations and notifications of the purchaser with regard to the contractual relationship (e.g. setting of deadlines, notification of defects, withdrawal (reduction)). Written form within the meaning of these terms and conditions includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, especially in the case of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Delivery.
- Offer and order confirmation
- Unless they are expressly marked as binding, offers are subject to change without notice. Binding offers shall be accepted by the purchaser within the specified acceptance period, otherwise within a reasonable period. An order – verbal or written – shall only be deemed to have been accepted if it has been confirmed in writing by the supplier by means of an order confirmation or if the ordered commodities have been delivered within a reasonable period of time. It should be noted that absence of response or mere silence will not be sufficient to constitute acceptance.
- Drawings and other documents belonging to offers must be returned immediately on request if the order is not placed.
- Offer and order confirmation in the online shop: The presentation and advertising of items in the supplier's online shop does not constitute a binding offer to sell specific items. By sending an order via the online shop by clicking the „Order now“ button, the user/purchaser places an order that is deemed legally binding. The supplier will confirm receipt of the order placed via the online shop by e-mail. Such an e-mail does not constitute a binding acceptance of the order unless, in addition to the confirmation of receipt, the acceptance is declared at the same time. A contract is only concluded when the order is accepted by the supplier, by means of a declaration of acceptance or by delivery of the ordered items.

## 3. Scope of deliveries and services

- The descriptions of the technical features and circuits in the supplier's catalogue or online shop in the version valid on the date of the order shall be authoritative for the technical and other properties of the commodities ordered and delivered. This does not apply to custom-made products outside the regular delivery programme, provided that the technical characteristics are specified accordingly in the order and confirmed in writing by the supplier. Information provided by the supplier on the article of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately authoritative unless usability for the contractually intended purpose requires exact conformity. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.
- The supplier shall be entitled to make and invoice partial deliveries if the partial delivery is usable for the purchaser within the scope of the contractual intended purpose, the delivery of the remaining ordered commodities is ensured, and the purchaser does not incur any significant additional expenses or costs as a result (unless the seller agrees to bear these costs).
- If software is part of the scope of delivery (especially also firmware, i.e. software that is embedded in a delivery article and ensures basic functions there), the purchaser shall be granted a non-exclusive, non-sublicensable right to use the software and the documentation within the scope of the intended purpose of use for an unlimited period of time and only transferable together with the delivery article. The purchaser is not entitled to modify, reverse engineer, decompile or extract parts of the software. In all other respects, the General Contract Terms and Conditions for the Provision of Software Products (available at [www.murrelektronik.de](http://www.murrelektronik.de)) shall apply with priority to the provision of software.

## 4. Prices and terms of payment

- Unless otherwise stated, all prices are in EURO. The prices shall apply ex works including loading at the factory (EXW according to Incoterms 2020), but excluding packaging, transport, insurance, customs and unloading. Raw material surcharges such as copper or sheet metal surcharges shall be charged additionally. Costs for packaging, shipping and insurance expressly requested by the purchaser shall be charged separately at the prices applicable at the time of the actual occurrence.
- Value added tax is not included in the prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.
- Invoices for deliveries are to be paid within 14 (fourteen) days of the invoice date. A discount deduction is excluded. Upon expiry of the aforementioned payment period, the purchaser shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. The right to further damage caused by delay is hereby reserved.
- The right of the purchaser to offset counterclaims or to withhold payment on the basis of counterclaims shall only exist if these counterclaims are undisputed or legally binding. The purchaser shall only have a right of retention if their counterclaim is based on the same contractual relationship.
- The supplier shall be entitled to withdraw from or terminate the contract as well as to perform or render further deliveries or services only against advance payment or provision of security if the purchaser is considerably in default of the payment or if, after conclusion of the contract, the supplier becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the purchaser and which jeopardise the payment of the supplier's outstanding claims by the purchaser under the respective contractual relationship.

## 5. Deadlines for deliveries or services

- Deadlines and dates for deliveries and services promised by the supplier are always only approximate, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarder, carrier or other third party commissioned with the transport, unless expressly stated otherwise by us.
- Compliance with the deadlines for suppliers presupposes the timely receipt of all documents, customs formalities, necessary approvals and releases, especially of plans, to be provided by the purchaser, as well as compliance with the agreed terms of payment and other obligations by the purchaser. If these prerequisites are not fulfilled in time, the deadlines shall be extended accordingly; this shall not apply if the supplier is responsible for the delay.
- If performance is delayed due to force majeure or other circumstances for which we are not responsible, the deadlines shall be extended to a reasonable extent plus a reasonable start-up period. Each party may demand adjustment of the contract on the basis of the principle of good faith. If an adjustment of the contract is unreasonable, the right to withdraw from the contract in writing within a reasonable period of time shall take its place. Force majeure includes, especially, war, civil war, revolution and other upheavals of political power structure, acts of terrorism or sabotage, currency and trade restrictions, embargoes, sanctions or other mandatory state interventions, the occurrence of extreme natural events such as pandemics, epidemics or catastrophes, labour unrest such as boycotts, strikes, occupations, including at the supplier's sub-suppliers, operational disruptions such as explosion, fire, destruction of equipment, permanent failure of means of transport.
- All services and performance deadlines are subject to correct and timely delivery to the supplier and to the supplier's delivery possibilities. If it is not possible for the supplier to perform because, through no fault of their own, they are not supplied despite their contractual obligation, or if the service is not available on the market despite reasonable efforts, the performance deadlines shall be extended for the period of the impediment to supply plus a reasonable start-up period. If the impediment is permanent, both parties are entitled to withdraw from the contract in writing within a reasonable period of time.

## 6. Transfer of risk and packaging

- The risk shall pass to the purchaser when the object of performance is segregated or made available. This shall also apply if partial deliveries are made or the supplier has assumed other services, such as shipping costs, delivery, unloading or installation.
- In the case of delivery with installation or assembly, the time of acceptance or, if agreed, the time of commissioning shall be decisive. Insofar as an acceptance has to take place, this shall be decisive for the transfer of risk. It must be carried out without delay on the acceptance date, alternatively after the supplier's notification of readiness for acceptance. The purchaser may not refuse acceptance in the event of an insignificant defect.
- Delivered articles shall be accepted by the purchaser, even if they have defects, without prejudice to existing warranty rights.
- If the delivery or service is delayed due to circumstances for which the purchaser is responsible, the risk shall pass to the purchaser at the time at which the risk would have passed to them without the delay.
- As a general rule, delivery shall be made using the supplier's standard packaging. The supplier shall be entitled to choose special types of packaging as they deem necessary. Any costs arising from this shall be borne by the purchaser.

## 7. Insurance

At the request and expense of the purchaser, the supplier shall insure the consignment against breakage, transport and fire damage. This shall also apply if carriage paid delivery has been agreed. If such insurance has been taken out, the supplier shall be informed immediately of any transport damage.

## 8. Warranty

The supplier shall provide warranty for material defects and defects of title as follows, to the exclusion of further claims – subject to clause 11 of these terms and conditions:

- Material defects
  - For defects in the delivery or service at the time of the transfer of risk, the supplier shall, at their discretion, undertake to remedy the defect or to deliver a new delivery; this shall not apply if the purchaser was aware of the defect at the time of the conclusion of the contract or was not aware of it due to gross negligence. The expenses necessary for subsequent performance shall be borne by the supplier insofar as these are not increased by the fact that the object of sale was transported to a place other than the place of performance, unless the transport corresponds to the intended use.
  - The purchaser shall immediately inspect each delivery or service for defects and immediately give notice of any defects discovered in writing. It should be noted that the date of receipt of the notice of defect by us is authoritative. If the purchaser fails to do so, the delivery or service shall be deemed to have been approved. This shall not apply if the defect could not be detected despite its proper and immediate examination. In this case, the notice of defect must be given immediately after the hidden defect has been detected. If a defect is asserted, payments by the purchaser may only be withheld to an extent that is in reasonable proportion to the defect that has occurred.
  - The purchaser shall give us the necessary time and opportunity to carry out the necessary repairs or subsequent deliveries; otherwise we shall be released from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage shall the purchaser have the right to remedy the defect on their own or have it remedied by third parties and to demand reimbursement of the necessary expenses from us. In such cases, we must be notified immediately.
  - If the rectification or subsequent delivery has failed or has not been carried out within a reasonable period of time, the purchaser may reduce the price or withdraw from the contract in accordance with the statutory provisions. The purchaser may only reduce the purchase price owing to a non-substantial defect.
  - The claim for reimbursement of expenses resulting from the removal of defective delivery articles and the installation or fitting of improved or delivered delivery articles is limited to 50% of the net price of the defective delivery article. The claim is excluded if the purchaser was aware of the defect at the time of installation or fitting or was not aware of it due to negligence. In all cases, the purchaser shall be obligated to take all possible and reasonable measures to minimise the expenditure for the purpose of subsequent performance.
  - The warranty for defects is excluded for used articles of performance, in case of insignificant deviation from the agreed quality and insignificant impairment of usability. It is also excluded for deterioration of the delivery article due to improper operation, improper storage, functioning, handling or use, including natural wear and tear, use of unsuitable operating materials, chemical, electrochemical or electrical influences, unauthorised or improper rectification, reworking, repair, or other modification of the delivery article, by the purchaser or a third party. This does not apply if the cause is attributable to the supplier.
  - Further warranty claims for material defects are excluded. Any claims for damages shall exist exclusively in accordance with the provisions of these General Terms and Conditions of Sale.
- ## 8.2. Defects of title
- If the purchaser infringes domestic industrial property rights (and/or copyrights) by using or distributing our delivery articles, the supplier shall, at

their own expense, procure the right for the purchaser to continue using the delivery articles or modify the delivery articles in a manner reasonable for the purchaser such that the infringement of industrial property rights no longer exists.

- If the infringement cannot be remedied, cannot be remedied within a reasonable time, or cannot be remedied at reasonable cost, both parties shall be entitled to rescind the contract.

8.2.3. The provisions of clauses 8.2.1 to 8.2.2 shall only apply if (a) the purchaser notifies the supplier in writing without undue delay of the claims asserted by third parties; (b) the purchaser does not acknowledge an infringement and the supplier reserves the right to take all defensive measures; (c) the purchaser is not responsible for the infringement of an industrial property; (d) the infringement was not caused by special specifications of the purchaser or an application not foreseeable by the supplier; and (e) the infringement did not occur because the delivery article was modified by the purchaser or is used together with a product not specifically released by the supplier.

8.2.4. In all other respects, clause 8.1 shall apply mutatis mutandis.

8.2.5. Further warranty claims for defects of title are excluded. Any claims for damages shall exist exclusively in accordance with the provisions of these Terms and Conditions of Delivery.

## 9. Statute of limitations

The limitation of claims based on clauses 11.1. (a) to (e) shall be governed by the statutory provisions. All other claims of the purchaser, irrespective of their legal basis, shall become statute-barred after 12 (twelve) months unless a longer limitation period is prescribed by law. The limitation period for claims based on a defect in the delivery begins with the transfer of risk, or with acceptance in the event that acceptance has taken place.

## 10. No guarantees

Statements made in offers and order confirmations of the supplier as well as in any other way (catalogues, product descriptions, data sheets, drawings, drafts, samples, etc.) about the quality and characteristics of the deliveries and services (dimensions, quantities, use, technical data, etc.) describe the quality and characteristics of a delivery article, but do not constitute guarantees within the meaning of Sections 443, 639 of the BGB, unless expressly agreed otherwise.

## 11. Liability and compensation

The supplier shall be liable to the purchaser for compensation for any damage exclusively:

- in case of intent or gross negligence;
  - within the scope of a guarantee expressly assumed by them;
  - in the case of fraudulently concealed defects;
  - for injury to body, life or health;
  - under the Product Liability Act; and
  - for the breach of an essential contractual obligation, the fulfilment of which is essential for the proper performance of a contract and on the observance of which the contractual partner reasonably places their trust and confidence, as well as an obligation, the breach of which jeopardises the achievement of the purpose of the contract (so-called „cardinal obligation“), but limited to the damage typical for the contract and foreseeable at the time of the conclusion of the contract. This also applies to loss of profit and other financial losses.
- With the exception of the liability according to clauses 11.1 (a) to (e), any liability for damages and claims for indemnification shall be limited to an amount equal to the value of the order.
  - Similarly, with the exception of the liability under clauses 11.1. (a) to (e), any liability for damages and claims for indemnification shall be excluded in the case of indirect or unforeseeable damage and in the case of consequential damage (especially for pure economic loss, loss of profit, loss of production, reduction of goodwill and similar damage).
  - These liability rules also apply to the conduct of and in the event of claims against employees, legal representatives, vicarious agents and representatives, affiliated companies (Sections 15 et seq. of the AktG), suppliers and licensors of the supplier.
  - „Claims for damages“ in these terms of delivery include claims for reimbursement of futile expenses.
  - Insofar as the supplier provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by them, this shall be done free of charge and to the exclusion of any liability.

## 12. Retention of title

- The following retention of title serves to secure all current and future claims of the supplier against the purchaser arising from the contractual relationship existing between the parties. This clause 12 shall not apply to the extent that the purchaser has paid for the commodities in advance.
- The commodities delivered by the supplier to the purchaser shall remain the property of the supplier until all secured claims have been paid in full. The commodities as well as the commodities covered by the retention of title taking their place in accordance with the following provisions shall hereinafter be referred to as „commodities subject to retention of title“.
- The purchaser shall keep the commodities subject to retention of title in safe custody for the supplier free of charge.
- The purchaser shall be entitled to process and sell the commodities subject to retention of title in the ordinary course of business until the event of realisation (clause 12.5) occurs. It is not permissible to pledge the goods or assign them as security.
- If the reserved commodities are processed by the purchaser, the processing shall be carried out in the name and for the account of the supplier as manufacturer and the supplier shall acquire direct ownership or – if the processing is carried out from materials of several owners or the value of the processed object is higher than the value of the reserved commodities subject to retention of title – the supplier shall acquire co-ownership (fractional ownership) of the newly created object in the ratio of the value of the commodities subject to retention of title to the value of the newly created object. In the event that no such acquisition of ownership should occur on the part of the supplier, the purchaser hereby transfers their future ownership or – in the above-mentioned proportion – co-ownership of the newly created object to the supplier as security. If the commodities subject to retention of title are combined or inseparably mixed with other objects to form a single object and if one of the objects is to be regarded as the main object, so that the supplier or the purchaser acquires sole ownership, the party to whom the main object belongs shall transfer to the other party pro rata co-ownership of the single object in the ratio specified in p. 1.
- In the event of resale of the reserved commodities subject to retention of title, the purchaser hereby assigns to the supplier by way of security the resulting claim against the acquiring party; in the event of co-ownership of the supplier in the commodities subject to retention of title, this shall be in proportion to the co-ownership share. The same applies to other claims that take the place of the commodities subject to retention of title or otherwise arise with regard to the commodities subject to retention of title, such as insurance claims or claims in tort in the event of loss or destruction. The supplier revocably authorises the purchaser to collect the claims assigned to the supplier in their own name. It is only permissible for the supplier to revoke this direct debit authorisation in the event that it is exploited.
- If their third parties gain access to the commodities subject to retention of title, especially by way of seizure, the purchaser shall immediately draw their attention to the supplier's ownership and inform the supplier thereof in order to enable the supplier to enforce their ownership rights. If the third party is not in a position to reimburse the supplier for the judicial or extrajudicial costs incurred in this connection, the purchaser shall be liable to the supplier for this.
- The supplier shall release the commodities subject to retention of title and the objects or claims replacing them if their value exceeds the amount of the secured claims by more than 10%. The selection of the articles to be released thereafter shall be incumbent on the supplier.
- If the supplier withdraws from the contract in the event of a breach of contract by the purchaser – especially default of payment – the supplier shall be entitled to demand the return of the commodities subject to retention of title.

## 13. Confidentiality and industrial property rights

- All business or technical information originating from the supplier, including especially documents, drawings, plans, operating instructions, technical descriptions, cost estimates, software, prices, product descriptions, prototypes, samples, test results and other information of a physical, intangible or electronic nature, shall be kept secret from third parties as „confidential information“ and may only be made accessible to those employees of the purchaser who necessarily require the confidential information for the fulfilment of the purpose of the contract and who have previously been obligated to maintain confidentiality. No confidential information exists as long as and to the extent that the information is demonstrably publicly known, was already known to the purchaser prior to its transmission by the supplier or was intended by the supplier to be passed on by the purchaser (for example, in the context of a resale of commodities).
- The supplier reserves all property rights and copyrights and other industrial property rights as well as their know-how in the confidential information and the documents transmitted. The purchaser acknowledges the supplier's patent rights, copyrights and other industrial property rights, also in respect of the software supplied, irrespective of whether these are valid under German or relevant foreign law. In the case that software is supplied, this protection also extends to possible copies. The granting of sublicences is not permitted without the written consent of the supplier.
- Upon request, all confidential information (including any copies or recordings made, if applicable) shall be immediately and completely returned or destroyed and any use thereof shall be discontinued.
- The purchaser is prohibited from obtaining confidential information by way of reverse engineering. „Reverse engineering“ shall mean all actions, including observing, testing, examining, disassembling and, if necessary, reassembling, with the aim of obtaining Confidential Information.

## 14. Compliance

The supplier confirms that the legal requirements from the Supply Chain Sourcing Obligations Act (LkSG) are complied with. The protection of human and environmental rights is part of the self-image of our business activity and social responsibility. It is the responsibility of the supplier to ensure that human rights and environmental risks are avoided in their own business and in the business of their suppliers. The purchaser is equally obligated to comply with the legal requirements of the LkSG and to comply with all applicable customs and export control regulations, foreign trade laws and sanctions in any business activity with the supplier's products. In the same way, the purchaser is obligated to inform the supplier immediately if they are subjected to the control or (partial) ownership of a legal or natural person who is on a sanctions list.

## 15. Data protection

- If the supplier provides the purchaser with personal data of employees in connection with the performance of the contract or if the purchaser otherwise obtains knowledge of such personal data, the following provisions shall apply. Personal data disclosed in the aforementioned manner and not processed on behalf of the supplier may be processed by the purchaser exclusively for the performance of the contract and may not – except where permitted by law – be processed in any other way, especially disclosed to third parties and/or analysed for the purchaser's own purposes and/or used to create profiles. The purchaser shall ensure that the personal data is only made accessible to those employees of the purchaser who have a compelling need for the data in order to perform the relevant contract (need-to-know principle). The purchaser shall organise their internal organisation such that it meets the requirements of the applicable data protection law, and especially shall take technical and organisational measures to adequately protect the personal data from misuse and loss. The purchaser shall not acquire any rights to the personal data and shall be obligated to correct, delete and/or restrict the processing of the personal data at any time under the statutory conditions. Any rights of retention in relation to personal data shall be excluded.
  - In the event of a request for information, the purchaser shall immediately provide the supplier with information on the Personal Data received from the supplier.
  - In addition to their legal obligations, the purchaser shall notify the supplier without undue delay, at the latest within 24 hours, of any breach of the protection of Personal Data, especially in the event of loss. Upon termination of the contractual relationship, the purchaser shall delete the Personal Data, including any copies made, in accordance with the statutory requirements.
- ## 16. Place of performance, place of jurisdiction and applicable law
- The place of performance for all obligations arising from the contractual relationship shall be the supplier's head office, unless otherwise stipulated. If the supplier is also responsible for installation/assembly, the place of performance shall be the place where the installation is to be carried out.
  - Written notices to the supplier provided for in these Terms and Conditions shall be sent directly to the supplier's head office in DE-71570 Oppenweiler.
  - In the event of any disputes arising directly or indirectly from the contractual relationship, the exclusive place of jurisdiction shall be the supplier's registered office. The supplier shall also be entitled to bring an action at the purchaser's place of business.
  - All legal relations between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

## 17. Severability Clause

Should any provision of these General Terms and Conditions of Delivery be or become invalid, void or unenforceable, the validity of the remaining provisions shall not be affected thereby. In such a case, the invalid, void or unenforceable provision shall rather be interpreted, reinterpreted or replaced such that the economic purpose pursued with it is accomplished. This shall not apply if adherence to the contract would constitute unreasonable hardship for one of the parties.

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