

General Terms and Conditions of Sale and Delivery (GTC)

SRM Mikroelektronik GmbH

These General Terms and Conditions of Sale and Delivery (GTC) apply to all business relationships with our customers ("Customer"). The General Terms and Conditions of Sale and Delivery apply only if the purchaser is an entrepreneur (Section 14 German Civil Code – BGB), a legal entity under public law, or a special fund under public law within the meaning of Section 310 (1) BGB.

1. General

1.1 Deliveries, services and offers are made exclusively on the basis of these terms and conditions.

1.2 They therefore apply to all future business relationships even if they are not expressly agreed again. At the latest upon acceptance of the goods or services, these terms shall be deemed accepted. Any confirmations by the Customer referring to its own terms and conditions are hereby rejected. This also applies if the Customer prescribes a particular form for the objection. Deviations from these terms and conditions are only effective if we expressly confirm them in a written individual agreement.

1.3 Orders as well as oral ancillary agreements relating to orders that are made with our commercial agents require our written confirmation to be effective.

2. Conclusion of contract, information duties in electronic commerce

2.1 Our offers are non-binding and are valid for a maximum of 3 weeks. Items procured exclusively for the Customer are generally excluded from cancellation. After receipt of the complete manufacturing documents, we reserve the right to recalculate. Prices apply to the stated quantities. Ordering partial quantities releases us from the validity of the price. We reserve the right to make technical changes within reasonable limits, as well as to adapt products to new standards.

2.2 By ordering goods, the Customer makes a binding declaration that it wishes to purchase the ordered goods (offer to contract). We are entitled to accept this offer within two weeks from the day it is received by us. Acceptance may be declared expressly in written or text form or by dispatching the ordered goods.

2.3 The conclusion of the contract is subject to correct and timely self-supply by our suppliers. This applies only if we are not responsible for the non-delivery. In particular, where a proper, congruent hedging transaction has been concluded, we are not responsible for non-delivery.

2.4 In electronic transactions, the acknowledgement of receipt of the order does not yet constitute a binding declaration of

acceptance of the contractual offer unless acceptance is expressly declared in the acknowledgement of receipt.

2.5 If an order is placed electronically, the contract text will be stored by us and, upon request, sent to the customer by e-mail together with these GTC. Otherwise, the information duties of Section 312e (1) nos. 1–3 BGB (provision of technical means to correct input errors, provision of information pursuant to the Information Duties Regulation, immediate acknowledgement of receipt) are excluded.

3. Pricing, packaging, shipping

3.1 Prices are in EUR, ex works, excluding freight and insurance and excluding VAT. The prices stated in our order confirmation plus the applicable statutory VAT are decisive. For order values below EUR 100.00 we charge a small-quantity surcharge by separate agreement.

3.2 Transport packaging must be returned to us in accordance with the Packaging Ordinance. If return does not take place within three months after delivery of the goods, we will charge it at cost. Special requests by the Customer regarding transport or packaging are always at the Customer's expense.

3.3 If no express instructions from the Customer exist for packaging and shipping, we reserve the right to choose the packaging and the mode of transport.

3.4 Confirmed prices of an order are in no case binding for repeat orders of similar parts.

3.5 Due to ongoing volatility in the procurement market for electronic components, it is expressly pointed out that prices may initially be subject to reservation. Price increases that cannot be calculated in advance may, where applicable, lead to a suspension of price binding. We therefore reserve the right, after submission of all current price components, to subject the confirmed product to a recalculation and, if necessary, to adjust the price by means of an amended change confirmation.

3.6 The sharp development of exchange rates may require that disproportionately fluctuating additional procurement costs due to exchange-rate fluctuations be passed on, where applicable. The basis for calculation is always the daily exchange rates recorded on the day of delivery by the upstream supplier.

4. Payment terms

4.1 Unless otherwise agreed, our invoices are payable within 10 days with a 2% discount or within 30 days net. The Customer has the contractual obligation to pay the purchase price within 30 days after receipt of the goods. After

expiry of this period, the Customer is in default. Notwithstanding contrary provisions of the Customer, we are entitled to apply payments first to its older liabilities. If costs and interest have already arisen, we are entitled to apply the payment first to the costs, then to the interest and lastly to the principal claim.

4.2 During default, the Customer must pay interest on a monetary debt at 9% above the base interest rate pursuant to Section 288 (2) BGB. We expressly reserve the right to assert further default damages to be proven.

4.3 If the Customer fails to meet its payment obligations or suspends payments, or if other circumstances become known to us which call the Customer's creditworthiness into question to a significant extent for the business relationship, we are entitled to declare the entire remaining debt due. In this case, we are also entitled to demand advance payment or security.

4.4 The Customer is entitled to set-off, retention or reduction of the purchase price, even if defects or counterclaims are asserted, only if the counterclaims have been finally adjudicated or are undisputed. A right of retention may only be exercised if the counterclaim arises from the same legal relationship.

5. Delivery periods, delays in delivery

5.1 Delivery periods do not commence before all execution details have been fully clarified.

5.2 Compliance with delivery periods presupposes that the Customer fulfils its contractual obligations.

5.3 Except for effectively agreed fixed dates, the agreed delivery times are subject to timely self-supply by our suppliers.

5.4 For compliance with delivery times, the time of dispatch ex works is decisive.

5.5 Delays in delivery and performance due to force majeure and due to events that substantially impede or make delivery impossible for us (including, for example, strike, lockout, official order, pandemics, etc.), even if they occur at our suppliers or their suppliers, are not our responsibility even in the case of bindingly agreed periods and dates. They entitle us to postpone delivery/performance by the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in part with respect to the part not yet performed.

5.6 If the hindrance lasts longer than 2 calendar months, the customer is entitled, after setting a reasonable grace period of at least 2 weeks, to withdraw from the contract with regard to the part not yet performed. If the delivery time is extended or we are released from our

obligation, the Customer may not derive any claims for damages from this.

5.7 We may invoke the circumstances stated in clauses 5.3 and 5.4 only if we inform the Customer without delay of the occurrence of these events.

6. Call-off delivery contracts

6.1 In the case of contracts with ongoing call-off delivery, call-off quantities and delivery dates must be communicated to us already with the framework order. The total term of a framework order is a maximum of 12 months from written commissioning. We are entitled to manufacture the total quantity of the order at any time within the delivery period in accordance with our production planning unless expressly agreed otherwise. Once the written order confirmation has been delivered, subsequent changes to the ordered goods in quantity, quality or grade are no longer possible.

6.2 The customer has the contractual obligation to schedule and accept the order quantity during the contract term. If the order quantity has not been accepted within the call-off period, we are entitled, without prejudice to our further statutory rights, to demand acceptance and payment of the entire remaining quantity. Upon expiry of the contract term, the customer is in default of acceptance of the portion of the order quantity that has not been scheduled and called off.

6.3 A reasonable price adjustment in the event of significant and unforeseeable changes in costs or quantities during the call-off order is deemed agreed. For other reasons, the agreed prices may not be changed.

7. Shipping and transfer of risk, acceptance

7.1 Risk passes to the Customer as soon as the shipment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of dispatch. This also applies if delivery free of charge is agreed. If dispatch becomes impossible through no fault of ours, risk passes to the Customer upon notification of readiness for dispatch. The choice of shipping method remains at our discretion unless the Customer has given express instructions in this regard. Transport damage must be reported immediately after receipt of the shipment to the forwarding agent or carrier and a certificate must be issued.

7.2 We take out transport insurance only at the express request of the customer and at the customer's expense.

8. Notice of defects, warranty, damages

8.1 We provide a warranty for the goods delivered by us in accordance with the following provisions, which conclusively contain the warranty rules and do not constitute a guarantee in the legal sense. In the case of resale goods, any manufacturer warranties remain unaffected by these provisions.

8.2 The warranty period is 12 months, unless the delivered product has been used in accordance with its usual intended use and has caused its defectiveness. It begins on the delivery date. If our technical data sheets or installation instructions are not followed or changes are made to the products, the warranty shall lapse unless the customer proves that the complained-of defect is not based on these circumstances.

8.3 The Customer is obliged to notify us of obvious defects in writing without delay, but at the latest within two weeks after receipt of the delivered item, and to describe the defect precisely. Defects that cannot be discovered within this period even with careful inspection must be notified to us in writing without delay, but at the latest 2 working days after discovery, and described precisely. If these provisions are violated, the assertion of the warranty claim is excluded. The customer bears the full burden of proof for all prerequisites for the claim, in particular for the defect itself, the time it was identified and the timeliness of the notice.

8.4 In the event of a justified notice of defects, we may, at our option, provide subsequent performance by repair or replacement delivery. Subsequent performance does not include removal of the defective item or re-installation if the installation was not originally part of our services. In the event of replacement delivery of a defect-free item, we are entitled to the return of the defective item.

8.5 If subsequent performance fails after the customer has set a reasonable deadline, the customer may, at its option, demand a reduction of remuneration (price reduction) or rescission of the contract. In the case of only minor non-conformity of performance, in particular only minor defects, the customer has no right of rescission.

8.6 If, after failed subsequent performance, the customer chooses to rescind the contract due to a legal or material defect, it is not additionally entitled to a claim for damages due to the defect. If the customer chooses damages after failed subsequent performance, the goods remain with it if this can reasonably be expected. The amount of damages is limited to the difference between the purchase price and the value of the defective item. This does not apply if the non-conformity was fraudulently caused by us.

8.7 Claims of the customer for expenses required for subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the предмет of delivery was subsequently moved to a location other than the recipient address specified by the customer, unless the relocation corresponds to its intended use.

8.8 Unless expressly agreed otherwise, the only decisive basis for the contractually compliant condition of delivered products is our offer and/or order confirmation specification, which contains corresponding information on data,

version status and condition. In the case of custom-made products and products developed by us on behalf of the customer, the specification sheet countersigned by the customer and, if applicable, the written sample approval are to be regarded as decisive.

8.9 Warranty claims against us are available only to our direct contractual partner and are not assignable.

8.10 If the customer's planning contains specifications that we recognize as critical in terms of manufacturing technology or lighting technology or as not feasible, we will inform the customer of this and submit an alternative proposal. In this case, the customer is obliged, under its own responsibility, to check our proposed change for usability in its production. We do not assume any assurances or liability with regard to the suitability of our proposed change for the customer's purposes of use.

8.11 SRM Mikroelektronik GmbH has implemented a quality management system certified in accordance with DIN EN ISO 9001. All products are continuously inspected during production in accordance with our QM manual. The customer is entitled, also within the scope of an audit, to inform itself about the type and scope of the in-process quality inspections. Further inspections beyond those set out in our QM manual require a separate written agreement between the customer and us, with a precise description of test parameters and test methods.

8.12 Our quality management system does not relieve the customer of the need for proper incoming goods inspection.

9. Limitations of liability

9.1 We are not liable for slight negligent breaches of non-essential contractual obligations.

9.2 In the event of other slight negligent breaches of duty, our liability is limited to the foreseeable, typical, direct average damage according to the nature of the goods. This also applies in the event of slight negligent breaches of duty by our legal representatives or vicarious agents.

9.3 The above limitations of liability do not apply to claims of the customer under product liability law or in the event of bodily injury or damage to health attributable to us, or in the event of loss of the customer's life.

9.4 Claims for damages by the customer become time-barred after one year beginning with delivery of the goods. This does not apply to claims of the customer under product liability law or in the event of bodily injury or damage to health attributable to us, or in the event of loss of the customer's life.

10. Retention of title

10.1 We deliver exclusively subject to extended retention of title. We retain title to the

delivered goods until full settlement of all liabilities arising from the business relationship, including interest and costs. At our request, the customer is obliged to store and insure the goods delivered subject to retention of title separately and to provide evidence thereof upon request.

10.2 The customer is entitled to dispose of the goods subject to retention of title, including after processing, in the ordinary and proper course of business. However, it must reserve title until its purchase price claim has been fully satisfied. The customer may not pledge the goods subject to retention of title or transfer them by way of security and must notify us immediately of any attachments by third parties or other access by third parties to the goods subject to retention of title.

10.3 If the customer processes or works on goods delivered by us or combines or mixes them with other goods not belonging to us, such processing or working is performed for us free of charge as manufacturer. Accordingly, we acquire ownership or co-ownership in proportion to our product's share of the total value added of the item created by processing. The customer stores the newly created item for us free of charge. If our goods are processed by the customer with goods of other suppliers, we become co-owners of the new item in proportion. To the extent that we become owners or co-owners of new items created by processing or working, the provisions applicable to goods subject to retention of title apply accordingly to them and/or to our co-ownership share.

10.4 The customer hereby already assigns to us, subject to the suspensive condition of their arising, the receivables to which it is entitled from resale. If the goods subject to retention of title are resold after combination—particularly with goods not belonging to us—the assignment takes place only in the amount of the sales value of our goods subject to retention of title. If the third-party debt is higher than our claim, the claim against the third-party buyer passes to us only to the extent that it corresponds to the value of our goods subject to retention of title.

10.5 The customer is entitled to collect the receivables assigned to us from the third-party buyer. However, it must remit the collected amounts to us without delay. We reserve the right to collect the receivable directly from the third-party buyer, who must be named to us for this purpose.

10.6 In the event of breach of contract by the customer, in particular default in payment or breach of the obligations under the above paragraphs 1 and 2, we are entitled to withdraw from the contract and to demand return of the goods, without prejudice to further statutory rights due to this breach of duty by the customer. In the event of the customer's insolvency, we make use of the right of segregation for the delivered item.

11. Intellectual property rights, copyright

11.1 The customer shall be responsible for ensuring that goods manufactured by us according to its specifications do not infringe third-party intellectual property rights. If we are asserted against by third parties for the manufacture or delivery of such items with the allegation of an infringement of intellectual property rights, the customer shall indemnify us against all claims. We will conduct defence proceedings in such cases only if the customer requests this while giving a binding declaration to assume the costs. In this case, we are entitled to demand security for the legal costs.

11.2 The customer has the contractual obligation to use documents and drawings provided to it as well as constructive services and suggestions provided by us for the design and manufacture of products only for the agreed purpose. The customer is prohibited from making them accessible to third parties or making them the subject of publications without our consent.

12. Manufacturing resources (tooling)

12.1 Manufacturing resources (tools, fixtures, gauges, solder paste stencils, etc.) are all objects manufactured for the production of ordered drawing- or sample-bound products, the purpose of which is to serve the production process of the ordered parts. If it is agreed that the customer bears the costs of their manufacture in whole or in part, these are generally invoiced separately from the product price.

12.2 The costs for maintenance and proper storage as well as the risk of damage or destruction of the manufacturing resources are borne by us up to a total output quantity to be agreed at the conclusion of the contract. Clause 12.1 applies to the manufacture of replacement manufacturing resources that become necessary due to wear.

12.3 We generally store the manufacturing resources free of charge for two years after the last delivery to our contractual partner. After expiry of this period, we give our contractual partner the opportunity to comment within 6 weeks on further storage. The storage period ends if no statement is made within the 6 weeks or no new order is placed. If a new order is placed within this period, the procedure under this clause is applied again.

12.4 The customer does not acquire ownership of the manufacturing resources manufactured by us, even if it bears the costs in whole or in part. However, the customer is entitled to remove the tools if, despite repeated warning, inferior quality has been delivered or if we are unable to deliver after a reasonable grace period has been set.

12.5 The customer, like us, is obliged to treat as a trade secret all non-public commercial and technical details that become known reciprocally through the business relationship. Drawings, models, templates, samples and

similar items may not be handed over to third parties or otherwise made accessible.

Reproduction of such items is permitted only within the scope of operational requirements and the provisions of copyright law.

13. Disposal

The customer undertakes to ensure disposal of the delivered products in accordance with the provisions of the Waste Electrical Equipment Ordinance (Altgeräte-VO). In the event of resale, the customer transfers this obligation to its contractual partner.

14. Export of products

Due to security regulations, standards, testing and installation requirements that differ worldwide from country to country, it is solely the customer's responsibility to ensure the conformity of the products for the respective destination country, even within the EU. In particular, we assume no warranty for the possibility or permissibility of putting into service our products delivered for the national market abroad, or for their functionality abroad.

15. Data protection (GDPR)

The processing of the business relationship is supported by a data processing system. Accordingly, the customer's data (address, delivered products, delivery quantities, prices, payments, cancellations, etc.) are recorded in an automated file and stored until the end of the business relationship. The customer is hereby informed of this storage. Legal basis: Sections 27 et seq., 33 Federal Data Protection Act (BDSG).

16. Place of performance, place of jurisdiction

The place of jurisdiction and place of performance for all disputes arising directly or indirectly from the contractual relationship, including actions on bills of exchange, is the court responsible for Berlin-Tempelhof.

SRM Mikroelektronik GmbH, Colditzstraße 33, 12099 Berlin-Tempelhof. Telephone: +49 30 701900-0. Fax: +49 30 701 900-11. info@srm-mikroelektronik.de. www.srm-mikroelektronik.de.