

Conditions of purchase for Christ Electronic Systems GmbH

Date: 01/01/2016

1. Applicability

a) These conditions of purchase apply in their respective version to all, including future, purchase transactions of Christ Electronic Systems GmbH, Memmingen, such that, following the initial agreement, the validity of these conditions does not need to be agreed again in future transactions with the supplier, provided that the supplier is a merchant.

b) We shall inform the supplier in writing of any revision or changes to these conditions and, if requested, send a copy of the changed or revised conditions of purchase.

2. Defence clause

a) Any deviating general terms and conditions or conditions of purchase of the supplier are expressly rejected. Such conditions will only become part of the contract if they are confirmed by us in writing for each individual contract. Insofar as we agree to amendments to our conditions of purchase for an individual contract, such amendments do not apply to future contracts, even if they relate to the same delivery item or scope of delivery.

b) Insofar as conflicting general terms and conditions of our supplier and our conditions of purchase correspond, the regulations that concur apply. Furthermore, those parts of our conditions of purchase that are not opposed by conflicting general terms and conditions of the supplier are deemed to have been agreed. On the other hand, provisions of the supplier's general terms and conditions do not become part of the contract if they do not fully comply with the regulatory content of our conditions of purchase.

c) In all cases in which our conditions of purchase do not apply, dispositive law applies.

d) The conclusion of a contract will not fail on account of conflicting conditions.

e) Each provision of these conditions of purchase is valid on its own.

3. Written form clause

a) Only orders issued in writing are binding. Verbal agreements or additions require written confirmation.

b) Changes to the prices and conditions contained in the written order will only be legally binding on us if and to the extent confirmed by us in writing, unless the agreement is made on our part by an employee or agent authorised to represent us by law or express declaration.

c) Only those of our employees whose powers of representation are entered in the commercial register, or whose powers of representation have been communicated to the supplier in writing by

an authorised representative as described above, are entitled to make legally binding declarations for us.

d) We expressly object in any case to other persons appearing to be entitled to make declarations that are binding for us. Such an occurrence will not be tolerated by us under any circumstances. In such a case, written confirmation by us is always required in order to be binding. If a procedure or transaction that contradicts our conditions of purchase is actually carried out as part of a contractual relationship, our contractual partner cannot use this procedure or transaction as a basis for the future, unless it has been confirmed as binding for the future by a person authorised as defined under item c). This applies in particular to changes to the content of the contract for the purpose of avoiding service disruptions.

4. Orders

a) Any order placed by us must be confirmed in writing by the supplier within ten days following the date of the order at the latest, stating our order number.

b) This period is deemed to be a deadline as defined in Section 148 of the German Civil Code (Bürgerliches Gesetzbuch — BGB), meaning that a contract will not be concluded in the case of late acceptance without further written confirmation from us. We are not obliged to object separately to acceptance documentation that we receive late.

c) Likewise, no contract is concluded without further written confirmation by us if the acceptance, whether it takes place by the deadline or not, deviates in any point from the content of our order. A separate rejection by us in this case, even in ongoing business relations, is not necessary.

d) We reserve the right to revoke our order at any time until receipt of acceptance by the supplier.

e) We are entitled to object to a modified declaration of acceptance received by us within three working days. An objection is not necessary, however, if the amendment can also clearly not be approved by the supplier. This applies in particular to delivery dates specified by us. Specifications in the catalogues, promotional mail and other advertising materials of our suppliers are at least deemed to be the intended quality of the object of purchase or the work order as defined in Sections 434, 633 of the German Civil Code. For products subject to EU directives, the supplier shall provide the EU declaration of conformity/EU manufacturer's declaration, as well as the technical documentation (operation manual, spare parts list etc.) as print documentation and online documentation in the EU languages, if required.

f) The supplier confirms compliance with and verification and monitoring of the regulations of the German Minimum Wage Act (Mindestlohngesetz — MiLoG). Furthermore, the supplier undertakes to indemnify us against claims resulting from violations of the Minimum Wage Act by the supplier, subcontractors employed by the supplier, rental companies used by the supplier and their subcontractors, including the resulting costs of legal proceedings and defence.

5. Prices

- a) The prices are fixed prices and include delivery to our factory or the respective shipping address specified, including all additional costs, such as value added tax, customs duties, packaging costs and insurance. Transport insurance is taken out exclusively by Christ.
- b) Prices may only be increased upon separate written agreement. Even with ongoing delivery relationships, a unilateral increase to agreed prices is excluded, even if our supplier has reserved the right to change prices.
- c) if the supplier reduces its list prices in general between conclusion of the contract and delivery or invoicing—the later event being decisive—the agreed price will also be reduced accordingly.
- d) We reject any pre-payment obligation on our part.
- e) Unless prices were included in our order, the order is not binding until a written agreement on the price has been reached.

6. Risk assumption

The risk of accidental loss and accidental deterioration of the purchased goods will not pass to us until the goods are delivered to our factory or the agreed shipping address. Reference is made to the delivery times specified in No. 9 b as well as the consequences of making deliveries outside these times. This also applies if, at our request, the purchased goods have been shipped by the supplier to a third address, insofar as this is not the place of performance, or if, exceptionally, the transport costs are borne by us, insofar as only the transport is arranged by the supplier.

7. Partial deliveries

Partial deliveries are not permitted. Any acceptance of partial deliveries even in ongoing business relations is not binding on us for the future.

8. Production by third parties

Without our approval, the fulfilment of the supplier's contractual obligations by third parties, even if they are companies affiliated with the supplier, is not permitted. Any acceptance in deviation from this provision, even in ongoing contractual relationships, is not binding on us unless it has been confirmed as binding for the future by a person authorised in accordance with No. 3 c. No. 3 d applies accordingly.

9. Delivery time

a) The ordered goods must be received on the specified delivery date at the specified receiving point. Deliveries outside normal business hours or our usual business hours extending beyond these hours are subject to our express written approval. Any damage resulting from failure to comply with this provision and the risk of accidental loss or accidental deterioration in the time before the next delivery period starts will be the sole responsibility of the supplier. The supplier shall provide the carrier commissioned by it—whether at its or our remuneration risk—with the delivery times in writing in order to sufficiently ensure claims for damages on the part of both the sender and the recipient. These times must be agreed as fixed times ending at 3 pm at the latest from Monday to Thursday and at 12 pm at the latest on Friday. In the case of arrivals outside the times listed under item b, the commissioned carrier must in case of doubt be obliged to wait for the goods to be accepted without charging a delay fee. Any other agreements between the supplier and the carrier will not be at the expense of Christ, even if Christ bears the remuneration risk.

b) Delivery times are: Monday to Thursday 7 am – 12 pm/1 pm – 3 pm. Friday 7 am to 12 pm. Early delivery is only permitted with our prior written approval.

c) If the agreed delivery date cannot be met, regardless of the reason, we must be informed immediately, and no later than three working days prior to the agreed delivery date, in writing or by fax, without our rights being affected as a result of a delay in delivery. We are entitled to claim compensation from the supplier for the damage that we incur as a result of the supplier culpably not promptly providing us with information about the delay.

d) If accelerated transport is required to meet the delivery date, the additional costs for this will be borne by the supplier alone. If the supplier is in default, we may claim damages from the supplier for non-fulfilment after setting a grace period of five working days for subsequent fulfilment under threat of rejection.

e) This also applies in the case of a partial delay on the part of the supplier even if we have accepted an unagreed partial delivery. At our discretion, in any case of partial delay, we may extend the rights described above to the entire contract or to the remaining, as yet unfulfilled, part of the contract.

f) We shall have the right to withdraw from the contract and/or other rights in the event of delay by the debtor, even before the delay has occurred, if it is established on the basis of relevant notifications from the supplier that the delivery date will be exceeded by more than five working days.

10. Delivery

a) Unless otherwise agreed, the goods will be delivered to us free to our factory or to the delivery address specified by us, including packaging and without additional costs. Unless otherwise agreed, the delivery address will be: Christ Electronic Systems GmbH, Alpenstrasse 34, 87700 Memmingen, Germany.

b) The supplier shall pack the goods properly and furthermore in such a way that they will survive transportation via the selected means without suffering damage of any kind. A culpable breach of this obligation entitles us to compensation without any shortened periods in relation to the notice of defects in the goods being required to apply in order to assert a claim for damages.

c) In the case of prices approved by us ex works from the supplier on an exceptional basis, the consignments must be transported at the lowest cost, unless we have requested a particular mode of transport. The supplier shall bear any additional costs for accelerated transport that was not expressly requested by us at our own expense.

d) We will insure the goods against transport damage at our own expense. Any further insurance taken out by the supplier will not be at our expense.

11. Invoicing

Invoices must be sent to us immediately upon delivery as a single copy. They must contain the order references, numbers and item numbers. They must include the day of delivery or service provision. We shall return any incorrectly issued invoices. Such invoices will be considered not to have been provided.

12. Payment

a) Following receipt of the goods in full and following receipt of a proper invoice, payment will be made within 14 days with a 3% discount, or within 30 days net, unless the seller has granted more favourable terms.

b) Cash on delivery shipments will not be accepted.

c) Payment is made subject to reservation. It does not constitute approval of the goods or recognition of proper delivery. This applies in particular to payments made to receive discounts.

d) We will be deemed to be in default with our payment obligation only if we have been notified in writing and the 30-day payment period has expired.

13. Notice of defects

a) The period for submitting notice of obvious defects as defined in Section 377 of the German Commercial Code (Handelsgesetzbuch — HGB) is two weeks following delivery of the goods to us, unless the period for prompt notice as defined in Section 377 of the Commercial Code is longer. In this case, the statutory period will apply. b) If defects arise at a later date that were not detectable during the delivery inspection (hidden defects), the period for submitting notice of these defects is

likewise two weeks following identification of the defects, unless the period for prompt notice as defined in Section 377 of the Commercial Code is longer. In this case, the statutory period will apply.

c) If hidden defects are first discovered by our customer, the notice period for informing the supplier only begins once we have been informed about the specific defect and the defective part concerned. A defect within the meaning of the above provisions is any deviation from the intended quality of the purchased item or the work, even if there is no contractually guaranteed intended quality.

14. Claims for defects

a) In addition to the statutory claims, we are entitled to demand supplementary performance from the seller by taking the necessary action ourselves under the following conditions. If the supplier is not able to provide the supplementary performance itself within two days, in particular if it is not technically able to do so, or if urgent supplementary performance or improvement is required, without which we are particularly at risk of further damage, we may procure, repair or arrange the repair of the goods ourselves at the supplier's expense at market prices. As far as possible, we shall inform the supplier of the defect and the intended procurement/repair before carrying out the procurement/repair. Our supplier shall compensate us for the damage caused by this.

b) In any case of supplementary performance, whether undertaken by us or the supplier, the supplier shall also provide compensation for any costs incurred that have become unnecessary because the object of purchase has already been processed or commissioned by the time that the defect is discovered.

15. Warranty periods, existence of defects

A) Subject to a longer statutory or contractually agreed period, the warranty period is 24 months from the transfer of risk. The period of limitation for the assertion of claims for defects occurring during the warranty period begins only upon discovery of the defect. Defects discovered will be reported to the supplier within three working days.

b) If the object of purchase is not usable or can only be used to a limited extent due to the defect, the period of limitation for asserting rights arising from defects will be extended by the number of calendar days on which the object of purchase cannot be used for more than 12 hours.

16. Retention of title

The delivered goods become our property upon full payment for the goods or upon effective offsetting of the relevant claim. We do not accept any further, in particular more extensive or longer, retention of title.

17. Delay in delivery, delay in acceptance, right of withdrawal

a) If the delivery of the goods is delayed through no fault of the supplier and if a further delay is no longer reasonable for us, we shall be entitled to withdraw from the contract after providing corresponding notification and setting a reasonable grace period. The delay will be considered unreasonable in any case if it is more than two weeks. The supplier is responsible for proving that a further delay would have been reasonable for us.

b) We are also entitled to withdraw from the contract if, due to force majeure (natural disasters, strikes etc.), acceptance is made significantly more difficult or impossible for us. In such cases, we shall also be entitled to postpone the delivery or service by the duration of the delay and a reasonable start-up time. In the event of a delay of more than three months, the supplier shall be entitled to withdraw from the contract after setting a reasonable grace period, without being entitled to assert any claims for damages against us.

18. Intellectual property rights

a) The supplier guarantees that the use and resale of the delivered goods within Germany does not infringe existing intellectual property rights of third parties. The supplier shall indemnify us against any claims asserted against us by third parties for the violation of intellectual property rights and shall compensate us for all damages resulting from such claims. If the supplier provides us with sufficient security for claims asserted against us and procedural risks, through bank guarantees provided by a credit institute recognised as a tax guarantor, we shall act in accordance with the instructions of the supplier and also appoint attorneys of record to be named by the supplier. In this case, the result of the suit between us and the third party in relation to the supplier will be binding even without the announcement of the dispute. We reserve the right to demand either cancellation of the corresponding supply contract in return for a full refund of the purchase price by the supplier, replacement of the affected part by another at the supplier's expense or payment to the copyright holder for our exemption by the supplier.

b) The supplier shall provide a similar guarantee for infringements of intellectual property rights in the countries indicated by us at the time of conclusion of the contract as an export trader.

19. Advertising

Advertising using the business relationship is not permitted without our prior written permission.

20. Product liability

If we are subject to extended liability, i.e. any liability beyond supplementary performance, due to a defect in the delivered item, the supplier shall indemnify us in full against the claim. In the case of

liability under the German Product Liability Act (Produkthaftungsgesetz — ProdHaftG) or any other national implementation of Directive 83/374/EEC, this will not apply. In this case, the supplier shall reimburse us for any costs that we incur as a result of the claim. This applies even if the periods for the supplier's liability for defects have already expired. Any co-fault by our company will be taken into account.

21. Tools, drawings etc.

a) Drawings, manufacturing equipment, tools, models, moulds, samples, photographs and gauges that we make available to the supplier remain our property and must be returned to us unsolicited as soon as they are no longer required for the execution of the delivery, and at the latest when the supply relationship or contract ends. This also applies to our material, processing and/or production instructions.

b) If tools, products, moulds, processes etc. are developed or manufactured on our behalf by the supplier, a complete set of all technical and process documents including all drawings must be provided to us at any time upon our request. We are entitled to have production carried out by third parties using these documents at any time.

c) Insofar as tools and moulds have been created on our behalf or have been specially created by the supplier for the fulfilment of the order, the right of release and exploitation also extends to these tools and moulds. If proportional financing is also expressly agreed by the supplier, the release may not be made dependent on the compensation of these costs. It is assumed that the financing is carried out by us or that the tool costs are fully covered by the product prices and are thus paid by us.

d) Goods manufactured based on our drawings or using tools, models, devices or similar that belong to us or are paid for by us (even only proportionally) or are made specially for the supply contract with us may not be passed on to third parties without our prior written consent or used for purposes other than delivery to us by the supplier during the term of or following termination of the supply relationship.

e) All documents, means and procedures mentioned above must be kept confidential.

22. Assignment — offsetting

The claim against us arising from the supply contract may only be offset against claims that have been legally established or that are undisputed by us. This claim may not be assigned to another party without our prior written consent. However, we are entitled to offset against counterclaims, even if these counterclaims are not legally established, and even if we have received the counterclaim from a third party.

23. Supplier insolvency

We are entitled to withdraw from the contract if insolvency or settlement proceedings are filed for or initiated in relation to the supplier's assets or if the supplier stops payments or if the supplier's company is either voluntarily or forcibly liquidated. This right is also granted to us if the contract has been fully or partially fulfilled by one or both parties, as long as the supplier's warranty obligation still exists.

24. Place of performance — place of jurisdiction — applicable law

a) The place of performance for the delivery is the place of delivery specified by us. The place of performance for payment is Memmingen. In all disputes arising from the contractual relationship, including bills of exchange and other legal proceedings, the place of jurisdiction is Memmingen, if the supplier is a merchant, a legal person under public law or a special fund under public law.

b) The entire contractual relationship is governed in all cases by the substantive law of the Federal Republic of Germany, even if there is no domestic jurisdiction and notwithstanding any new provisions of the international private law of the Federal Republic of Germany. Such provisions will also not affect the aforementioned place of jurisdiction agreement. International contracts or agreements on commercial transactions and the UN Convention on Contracts for the International Sale of Goods are not applicable unless their application is expressly prescribed by law.

25. Others

Any other written communication to our business partners will be deemed to have been received based on the normal postal service if it has been sent to the last known address. Such communication will be assumed to have been sent if a computer printout with the sender, recipient and text sent or a fax transmission protocol with the text countersigned by the sender attached is in our possession.