

I. Scope of application

1. These General Terms and Conditions shall apply in their respective version, including to all future contracts for the delivery of goods, subsequent delivery and repair contracts between the parties in an ongoing business relationship, without the need for renewed inclusion or reference to the General Terms and Conditions after the initial agreement.
2. Our General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the contractual partner shall only become part of the contract if and insofar as Christ Electronic Systems GmbH has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if Christ Electronic Systems GmbH carries out the delivery to the contractual partner without reservation in the knowledge of the contractual partner's General Terms and Conditions.
3. Each provision of these terms and conditions shall be valid in its own right.
4. In the case of documents whose translation is enclosed in a foreign language and which relate to a contract for which German is the language of negotiation, the translation shall be deemed to be for information purposes only. The German wording alone is decisive for the content of the contract.
5. References to the validity 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.

II. Offers

1. Offers made by us are subject to change. They represent an invitation to the customer to submit a binding offer to conclude a contract. Christ Electronic Systems GmbH shall not be obliged to object to an order letter from a potential customer referring to such an offer if the contract is not to be concluded. Unless otherwise stated in the order, Christ Electronic Systems GmbH shall be entitled to accept this contractual offer within three weeks of its receipt by Christ Electronic Systems GmbH.
2. Descriptions and illustrations of our goods are only approximate. We reserve the right to make changes to the subject matter of the contract at any time to the extent customary in the trade due to technical progress or rationalization as well as design changes. Customary deviations in color, weights, etc. are always reserved. In the event that the change to the subject matter of the contract goes beyond the customary scope and is also unreasonable for the customer, the customer shall have the right to withdraw from the contract, which he may exercise in writing two weeks after receipt of a corresponding notification from us.
3. The first processing of an offer is generally free of charge. Further offers and design work shall only be free of charge insofar as the supply contract becomes and remains valid.
4. We retain our property rights and copyrights to the documents sent, in particular drafts, drawings, sketches and illustrations. They may not be copied or made accessible to third parties without our consent.
5. Contracts shall only be validly concluded by us in the form of a written acceptance of order. The managing director of Christ Electronic Systems and authorized representatives may also effectively conclude contracts in verbal form.
6. Subsequent amendments to the contract and assurances of characteristics must be made in writing to be effective.

III. Place of performance, place of jurisdiction and agreed law

1. The place of performance for all contractual obligations is Memmingen.

General Terms

Date September 2021

2. If the customer is a registered trader or has no general place of jurisdiction in Germany, the place of jurisdiction for all legal disputes arising from the contractual relationship shall be, at our discretion, Memmingen, the registered office of the customer or - in the case of deliveries abroad - the capital of the customer's country of domicile.
3. If the customer is not a registered trader, the place of jurisdiction shall be Memmingen, the registered office of the customer or - in the case of foreign purchases - the capital of the customer's country of domicile, at our discretion, in the event that the customer moves his domicile or habitual residence outside the scope of this law or his domicile or habitual residence is not known at the time the action is brought.
4. Legal relations between the customer and us shall be governed exclusively by the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply

IV. Prices and payment

1. Unless otherwise agreed, the supplier shall be bound to bindingly offered and agreed prices for a maximum of 30 days. Acceptances and deliveries after this period entitle the supplier to price adjustments. This also applies to partial deliveries.
2. Freight and packaging shall be charged at a flat rate.
3. The invoice amount is to be paid within 10 days of the invoice date with a 2% discount or 30 days net.
4. The customer shall only be entitled to offset against undisputed or legally established counterclaims. A right of retention is permissible in this respect.
5. In the event of default in payment, the supplier shall be entitled to claim default interest in the amount of 3% above the respective base interest rate of the Deutsche Bundesbank. The right to claim further damages remains reserved.
6. Payments shall always settle the oldest claim due
7. We only accept means of payment other than cash or bank transfer to the accounts specified in the invoice on account of payment.
8. All payments are to be made free of charge for us. Bank, discount and collection charges shall be borne by the customer. Payments by bill of exchange require prior agreement.
9. Each partial delivery is a separate transaction.
10. If the customer is more than 10 days in arrears with a payment or if there are reasonable doubts about the customer's solvency after conclusion of the contract, we may, at our discretion, demand either cash payment of all outstanding claims or the provision of security. We shall not be obliged to make any further deliveries under current contracts until this demand has been met.

V. Retention of title and assignment

1. The supplier retains title to all goods delivered by him until full payment of all his claims arising from the business relationship with the customer. Thus, the retention of title to the delivery item also secures claims against the customer from contracts that do not relate to the delivery item.
2. If the extended retention of title has not become part of the contract due to conflicting general terms and conditions of the customer, the delivery shall alternatively be made under simple retention of title.

3. Any treatment or processing of the delivered products shall be carried out for the supplier. In the event of incorporation into third-party goods by the Purchaser, the Supplier shall become co-owner of the newly created products in the ratio of the value of its products to the third-party goods used. The products thus created shall be deemed to be reserved goods of the Supplier. The customer is entitled to resell the delivered or manufactured products - only subject to retention of title - provided he meets his payment obligations to the supplier. Pledges or transfers by way of security are not permitted. In the event of seizure of the reserved goods by third parties, the customer shall draw attention to the supplier's ownership and inform the supplier immediately.
4. The customer's claims from the resale are already assigned to the supplier upon conclusion of the contract. The purchaser is only entitled to resell the goods subject to the proviso that the corresponding purchase price claims from the resale are transferred to the supplier. Pledging or transfer by way of security is not permitted. The Purchaser is obliged to immediately notify third parties in writing of any access to the goods delivered under retention of title and to provide information at any time. The Purchaser is obliged to store the goods owned by the Supplier separately from other goods and to mark them as the property of the Supplier. Furthermore, the Purchaser shall be obliged to insure the goods against fire, water and the risk of theft, proof of which shall be provided at the Supplier's request. The claims arising from the corresponding insurance contract are hereby assigned to the Supplier.
5. The risk of loss, wear and tear or damage during the validity of the retention of title shall be borne by the customer.
6. Until the fulfillment of all claims (including all balance claims from any current account) to which the supplier is entitled against the customer now or in the future for any legal reason, the supplier shall release the aforementioned securities at the request of the customer, insofar as their value exceeds the claims by more than 20% on a sustained basis.

VI. Liability for material defects and defects of title

In the event of proper fulfillment of the inspection and complaint obligations under § 377 HGB (the notice of defects must be made in writing), we shall be liable for defects in the delivery as follows:

1. In the event of material defects or defects of title, we shall be entitled to remedy the defect or to deliver a defect-free item (subsequent performance); we shall be entitled to choose the type of subsequent performance. The prerequisite for our liability is that the defect is not insignificant. If one or both types of subsequent performance are disproportionate, we shall be entitled to refuse them. Subsequent performance may also be refused as long as the customer has not fulfilled his payment obligations to us to an extent that corresponds to the defect-free part of the service.
2. We shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs; costs shall not be borne to the extent that additional costs are incurred due to the transfer of the item to a place other than the place of performance.
3. Should the above-mentioned subsequent performance fail or be unreasonable for the customer or should we refuse both types of subsequent performance within the meaning of § 439 III BGB, the customer shall be entitled to choose either to reduce the purchase price accordingly (reduction) or to withdraw from the contract in accordance with the statutory provisions (withdrawal). Further claims of the customer, for whatever legal reason, are excluded or limited in accordance with VII.
4. No warranty shall be assumed for damages insofar as these are attributable to the following reasons: Unsuitable or improper use, faulty assembly by the customer or third parties, natural wear and tear, faulty or negligent handling, improper modifications or repair work carried out by the customer or third parties without our prior approval.
5. In the case of claims for which limited liability exists in accordance with VI. or VII. a period of one year after delivery of the purchased item shall apply with regard to the limitation of these claims.

General Terms

Date September 2021

6. None of the above formulations is intended to change the statutory or judicial allocation of the burden of proof.

VII. Withdrawal by the customer and other liability on our part

1. The customer's statutory right of withdrawal shall - apart from the cases under VI - be neither excluded nor limited. Likewise, statutory or contractual rights and claims to which we are entitled shall neither be excluded nor limited.
2. We shall only be liable without limitation for intent and gross negligence (including that of our legal representatives and vicarious agents) and for damages resulting from injury to life, limb or health caused by a negligent breach of duty by our legal representatives and vicarious agents. We shall also be liable without limitation for the provision of guarantees and warranties if a defect covered by them triggers our liability. There is also no limitation in the case of liability arising from hazardous circumstances (in particular under the Product Liability Act). Any liability according to the principles of recourse of the company according to §§ 478 f. BGB remains unaffected.
3. In the event of other culpable breaches of essential contractual obligations (cardinal obligations), our remaining liability shall be limited to the foreseeable damage typical of the contract.
4. Liability is otherwise excluded, irrespective of the legal grounds (in particular claims arising from the breach of secondary contractual obligations and other tortious liability).
5. The same (exclusions, limitations and exceptions) shall apply to claims arising from culpa in contrahendo.
6. In the event of reimbursement of expenses (with the exception of those according to §§ 439 II, 635 II BGB), VII. 1 - 5 and VII. 7 shall apply accordingly.
7. Any exclusion or limitation of our liability shall also apply to our legal representatives and vicarious agents

VIII. Delivery deadlines

1. We endeavor to adhere strictly to the delivery and other performance deadlines specified by us. Nevertheless, in the absence of an express guarantee, they are only intended to give the customer an approximate indication of performance. Exceeding the deadline shall in no case entitle the customer to claim damages.
2. The deadline shall be deemed to have been met if the delivery item has left the factory or readiness for dispatch has been notified by the time it expires.
3. Delivery periods shall commence with the dispatch of the order confirmation.
4. Force majeure shall entitle us to a reasonable extension of the deadline or, at our discretion, to withdraw from the contract in whole or in part, without the customer being entitled to claim damages from us.
5. Force majeure shall include in particular Obstruction by official measures, operational disruptions, strikes, lockouts, other labor disputes, delays in the delivery of accessories, raw materials, supplies and operating materials, etc.
6. We are not obliged to meet the deadline if the customer does not fulfill his contractual obligations on time.
7. In the event of delays in accordance with the above provisions, a new delivery date shall only be binding following written confirmation by an authorized representative of Christ Electronic Systems GmbH.

General Terms

Date September 2021

8. If dispatch or the performance of any other service is delayed at the request or through the fault of the customer, we shall be entitled to assert our claims for damages arising therefrom (e.g. idle time, storage costs).

IX. Transfer of risk

1. All risk shall pass to the customer upon commencement of shipment. At the request and expense of the Purchaser, the Supplier shall insure the delivery against breakage, transport and fire damage.
2. If dispatch or delivery is delayed due to the behavior of the customer, the risk shall pass to the customer from the day of readiness for dispatch.

X. Data protection

1. In accordance with § 28 of the Federal Data Protection Act (BDSG), we draw attention to the fact that the data required in the context of business transactions are processed and stored by means of an EDP system in accordance with § 33 BDSG. Personal data will of course be treated confidentially.

XI. Open Source Software

1. Our products may contain open source software. According to the open source definition of the Open Source Initiative (<https://opensource.org/osd>), open source software is software that is licensed by the respective rights holders to anyone for comprehensive, royalty-free use and whose source code is available. A list of the software components concerned and the applicable license conditions as well as further information (e.g. on obtaining source code) will be provided to the customer together with the product. As long as the customer uses the open source components exclusively internally, the customer has no license obligations to the rights holders of these open source components. However, the customer may additionally acquire a simple right of use to the open source software used from the respective rights holders under the conditions provided for in the applicable open source licenses. Any use of open source software on the basis of these open source licenses and outside the use provided for in our products shall be at the customer's own risk and shall not be the subject of the contractual relationship with Christ Electronic Systems.
2. Our General Terms and Conditions also apply to the products that contain open source software, but do not restrict the rights of use and user freedoms granted in the open source licenses. In this respect, the open source licenses take precedence over these General Terms and Conditions.
3. The customer is permitted to edit software components originating from us for the customer's own use and to carry out reverse engineering to rectify errors in such edits, provided that these software components are linked to program libraries under the GNU Lesser General Public License (LGPL). However, the passing on of the information obtained during reverse engineering and the processed software is not permitted.
4. The warranty for defects in our products that are based on the processing of open source software is excluded. The customer shall bear the burden of proof that a defect in our product would also have occurred without the processing of the open source software contained therein.