

General Conditions of Sale and Delivery

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I

1. Our offers and the sale of our goods as well as the provision of our other services are solely conducted according to the following conditions. Any dissenting general terms and conditions of the purchaser shall expressly be excluded even if we have not objected to them in each particular case.
2. Any variations from these General Conditions of Sale and Delivery as well as any supplementary agreements shall only come into effect if they are confirmed by us in writing.

II

1. Our offers shall be subject to change without notice and not binding; a contract shall only be concluded by ways of our written confirmation. Exemplars and samples, information in our diagrams and drawings as well as specifications in catalogues shall only contain approximate values; technical variations shall be subject to changes as far as they do not impair the practicability of the product for the contractually agreed purpose and this is reasonable for the purchaser.

III

1. The purchaser acknowledges that we are not the producer of the goods offered by us. The dates of delivery named by us shall only be approximate delivery dates with regard to which we will make all reasonable efforts to comply with. In case we do not comply with a delivery date which have been confirmed in writing the purchaser shall be entitled to give written notice and to grant a reasonable extension of time for delivery. If the supply agreement, again, has not been fulfilled within such extension period the purchaser shall be entitled to withdraw from the contract. We shall be liable according to German law and regulations provided that the delivery delay was based on our deliberate or grossly negligent breach of contract; our liability for any detriments is restricted to predictable and typically occurring detriments. Delivery shall be performed in due time if the goods have left our or our supplier's warehouse or factory until the expiration of the agreed period.
2. Periods of delivery or delivery dates shall reasonably be extended in case of any obstructions – even if they may take place in the sphere of our suppliers – due to labour conflicts, strikes and lock-outs, as well as in the event of occurrence of unforeseen events which are beyond our will and in the event of force majeure, as far as such events demonstrably are of considerable influence to the completion and delivery of the goods.
3. Even in case we are already in default during the time such obstruction has occurred we shall not be liable for any delay due to such obstructions. In case our performance is hindered unreasonably due to one of the obstructions mentioned above, we shall be entitled to withdraw from the contract and, at the same time, shall still be entitled to assert any claims arising out of partial deliveries made under the agreement. Any claims for damages based on such withdrawal shall be excluded as far as legally permissible under German law.
4. We shall be entitled to partial deliveries provided that such deliveries are usable for the purchaser pursuant to the contractually agreed purposes, the delivery of the remaining goods is ensured and no considerable extra expenditures or additional costs will be imposed on the purchaser unless the purchaser accepts such costs.
5. Orders regarding customized goods which we, upon the purchaser's order, have exclusively purchased may not be cancelled. Cancellations of other (standard) goods shall require our explicit consent in writing. We shall be entitled to charge a cancellation fee.

IV

1. Our deliveries shall be conducted at the prices applicable on the delivery day plus the statutory value added tax as applicable on the day of receipt of the invoice. Unless explicitly agreed in writing, the prices shall be regarded as prices ex works or ex stock excluding packing which shall be invoiced separately.
2. Payment has to be made within ten (10) days after the invoice date with 2 % discount off the net price or within 30 days after the invoice date strictly net. Payment has been made in time if the amount is ultimately available to us before expiration of the payment period.
3. Cheques shall only be accepted in undertaking to pay; bills of exchange shall not be accepted.
4. Offset by the purchaser shall be excluded unless the counterclaim of the purchaser is not challenged or has been acknowledged by us or has been recognized by declaratory judgement. The purchaser shall only be entitled to exercise a retention right if his counterclaim is based on the same contractual relationship.
5. In case the purchaser exceeds the payment period or pays only a partial amount he shall be in default if he does not perform within 30 days after maturity date and receipt of the invoice or equivalent payment plan. In the event of default, we shall be entitled to charge default interest within the statutory scope. The right to assert claims for further damages shall remain intact.
6. In the event of the purchaser's default or reasonable doubts regarding his liquidity or filing for insolvency proceedings, we shall be entitled to accelerate immediate maturity of all claims against the purchaser and respectively demand advance payment or issuance of a certificate of bond or charge forward for all outstanding deliveries or services. The C.O.D. charge in the amount of € 6,- shall be charged additionally.
7. The minimum order value or release order value shall be € 155,-. In the event this amount is not reached we shall be entitled to charge an extra charge for small quantities in the amount of currently € 22,- .

V

1. The purchaser shall bear the shipping and handling costs. The packaging and shipping of the goods to be delivered by us shall be conducted with due diligence and best discretion. Transfer of risk shall take place with the beginning of shipping. Upon the purchaser's request the shipment of the goods shall be insured against breakages, damages in transit and fire losses; all insurance costs are borne by the purchaser.
2. In case the shipment or the delivery of the goods is delayed due to the purchaser's conduct, transfer of risk shall take place on the day on which the goods are ready for shipment.

VI

1. We shall be entitled to retain title to all delivered goods until payment of purchase price has been made in full and all receivables arising out of the business relationship with the purchaser have been fulfilled. The purchaser shall not be entitled to pledge such goods or to transfer them as security. To secure our claims against the purchaser, the purchaser shall be obliged assign to us all future claims against his customers arising out of the resale of the goods including all ancillary rights. On demand, the purchaser shall be obliged to disclose to us the extent of his claims and the names of his respective customers.
2. Manufacturing or alteration of the goods by the purchaser shall be conducted in our name. In the event of manufacturing goods that are subject to retention of title we shall acquire joint ownership of the newly produced good in relation to the partial value delivered by us. In the event the manufacturing occurs together with materials of third persons we shall acquire joint ownership of the newly produced good in relation of the gross invoice value of the goods subject to retention of title to the other

materials. In the event of composition, amalgamation or commingling with other goods in which this is to be seen as main good, we shall acquire joint ownership of the new good in relation of the gross invoice value of the goods subject to retention of title to the other materials.

3. Upon the purchaser's request, we shall undertake to release securities entitled to us insofar as the realisable value of our securities exceeds the receivables to be secured by more than 10 percent; we shall be entitled to selection of securities to be released.

VII

1. All oral or written information regarding eligibility and application shall be given to our best knowledge. This information shall not be legally binding and shall only constitute experiences; an acceptance of a guarantee shall not be connected herewith. The purchaser shall scrutinise whether the delivered goods are appropriate for the intended purpose.

VIII

1. The purchaser shall be obliged to promptly examine all goods delivered by us and shall be obliged to notify us in writing about any complaints regarding noticeable defects, wrong delivery or considerable quantity variances within 14 days after delivery at the latest. Latent defects of the goods shall be reprehended immediately after detection in writing, twelve months after delivery of the goods at the latest. The goods shall be considered as approved if the purchaser does not notify any defects within the time periods mentioned above. The limitation period is twelve months.
2. The applicable procedure to be followed in case of quality complaints is in accordance with the German HGB. A quality complaint has to be notified in writing first and if possible accompanied with a sample and/or picture of the rejected products showing the product failure. Return shipments are only allowed and the returned products will only be accepted if a formal acceptance of return of goods has been offered by ourselves with an official RMA (Return Material Authorization) number.
3. In the event of reasonable defect complaint we shall be obliged and entitled to remedy or replace the goods at our choice which has to be made within reasonable time. Deficiencies shall be delivered subsequently. In the event of impossibility, unacceptability, refusal or unreasonable delay of the remedy or replacement the purchaser shall be entitled to withdraw from the contract or to impair the purchase price.
4. In general, we shall not be liable for consequential harm caused by defect.
5. All claims for damages of the purchaser which can arise directly or indirectly in conjunction with the order, delivery or utilisation of our goods shall be excluded unless the damage is caused by us, our assistants or assignees deliberately or due to gross negligence.

IX

1. Place of delivery for all claims arising out of the contractual relationship shall be our place of business. Place of jurisdiction shall be Frankfurt/Main or, at our choice, the place of the purchaser's general jurisdiction.
2. All contractual relationships shall exclusively be governed by the laws of the Federal Republic of Germany. This shall especially apply to deliveries abroad. The United Nations Convention on Contract for the International Sale of Goods (CISG) shall not apply.
3. The invalidity of a single provision of these General Conditions of Sale and Delivery shall not affect the validity of the remaining provisions.