

Section 01 General-scope of application

1. The following General Terms and Conditions (hereinafter referred to in short as "GTC") shall be an integral part of all present and future contracts and agreements (hereinafter referred to as "agreements" or "agreement") concluded with ehb electronics gmbh (hereinafter referred to as the "seller") in the entire area of operations. These GTC shall apply regardless of whether a specific reference is made to them or not. The GTC shall apply to sale and supply agreements and any additional services provided by the seller in this context. Buyer is defined as any natural or legal person who enters a business relationship with the seller.
2. By placing an order, the GTC shall be deemed to have been accepted by the buyer. Different or supplementary general terms and conditions of the buyer shall not apply. Other general terms and conditions shall not become part of the contract even if the seller does not expressly object to them. The following General Terms and Conditions shall also apply if the seller executes the order without reservation while being aware of conflicting or deviating general terms and conditions of the buyer.

Section 02 Quotations, contracts, written form requirement

1. Any quotations of the seller are non-binding and subject to change, unless they contain a certain acceptance period or are expressly specified as binding.
2. A legally binding contract shall only come into effect when the order is confirmed in writing by the seller, or the order is fulfilled by the seller.
3. Orders placed or changes to confirmed orders requested by the buyer shall only be deemed accepted or binding when confirmed in writing by the seller. Silence or failure to object on part of the seller shall not be construed as consent.
4. To be effective, any side agreements to contracts, as well as any amendments or additions to or exclusion of these GTC must be in writing. This shall also apply to the written form requirement.

Section 03 Prices

1. The prices are valid for the scope of supply and services specified in the order confirmation. Unless a different currency has been agreed with the buyer, the specified prices are net prices in Euro, exclusive of VAT, duty, packaging costs, freight, postage, insurance and other delivery costs. Payments may only be made in the agreed currency. Any additional costs shall be borne by the buyer.
2. Should technical modifications that have been requested by the buyer lead to additional expenses for the seller, these additional costs and services must be paid for separately.
3. The prices offered are based on the material procurement prices valid at the time the offer was made. Possible challenges in the procurement markets in relation to short-term price increases and changes in delivery dates are not considered in these prices. Should these challenges arise, and we are unable to avert them, we reserve the right to pass on price increases to our customers in the form of a material surcharge. In these cases, it is possible that the previously confirmed prices differ from the prices actually invoiced. We will also implement this for framework agreements that have already been commissioned. As soon as we become aware of a challenge as described above, we will inform our customers before the scheduled delivery. We reserve the right to make price adjustments during the term due to subsequent technical changes requested.

Section 04 Delivery, delivery times and dates

1. Goods shall be delivered ex works at the expense of the buyer. A written order confirmation from the seller shall be authoritative with respect to contents and scope of delivery.
2. The delivery times specified by the seller are subject to change and non-binding. The seller shall make every effort to adhere to the anticipated delivery dates communicated to the buyer. However, as the seller is reliant on third parties to deliver on time, the seller is unable to accept any liability for failing to deliver within the specified delivery period. For delivery dates to be binding, this must be expressly confirmed as binding. In addition, the period for delivery shall commence only once all technical questions have been clarified, all documents to be obtained by the buyer, such as regulatory permits and approvals have been submitted, and any agreed advance payment has been paid.

3. The delivery periods, including confirmed delivery dates shall be extended accordingly in case of force majeure or other circumstance not attributable to the seller (e.g. actions of public authorities, strikes, lockouts, problems with procurement of materials and transport disruptions - even if these affect the primary supplier). This shall also apply if the circumstances arise when the seller is already in default with delivery. If it becomes impossible or unreasonable for the seller to provide services under such circumstances, the seller shall be released from his obligations to perform. If the delivery is delayed for more than three months, the seller and the buyer shall be entitled to rescind the unfulfilled part of the agreement.
4. If the buyer requests changes in the contract that would affect production time after the conclusion of the agreement, the parties must agree new delivery dates, or the delivery period must be extended accordingly. The same shall apply if the buyer fails to meet his cooperation or payment obligations under the contract.
5. The seller shall be entitled to make partial deliveries and provide partial performance only if this is acceptable to the buyer. Partial deliveries are separate transactions, which can be invoiced separately.
6. Call-off orders to increase the number of units and reduce the unit price shall only be accepted if the call-off dates have been clearly specified in writing, showing the date of completion of the delivery. This shall also apply to partial deliveries on specific acceptance dates. Unless the parties have made a separate agreement on call-off dates, call-off orders must be dispatched, in principle, within three months after order confirmation. If the buyer fails to meet his call-off obligation, the seller shall be entitled to bring an action against the buyer for failure to accept and pay for the call-off orders. Once the call-off obligation has expired, the prices valid at the time of the delayed call-offs shall apply to further call-off deliveries.
7. The delivery of customized products requires the approval of the product by the buyer based on prototypes, drawings or other documents provided by the seller. It is the seller's final decision to deliver without approval. If the buyer does not approve the product but insists on delivery of the product, the second delivery to the buyer of a product identical to the first delivery shall be deemed to be a product approval by the buyer.

Section 05 Transfer of risk

1. The risk shall be transferred to the buyer at the latest when the contractual item is handed over to the freight forwarder or carrier or another person designated to deliver the goods to the buyer. This shall apply even in the case of partial deliveries or if the seller has agreed to pay for additional services, such as delivery.
2. If the delivery is delayed due to circumstances attributable to the buyer, the risk shall pass to the buyer with effect from the date on which the seller has made the goods ready for dispatch and has notified the buyer to that effect.
3. The buyer shall bear any storage costs incurred after the risk transfer. If the contractual items are stored by the seller, the seller shall charge the buyer 0.25% of the invoice amount for every full week of storage. The parties shall be entitled to prove that the actual storage costs incurred were higher/lower.

Section 06 Dispatch - export regulations

1. Once the goods leave the seller's premises, they shall be delivered or transported at the risk and expense of the buyer. The same shall apply to any returns.
2. The buyer shall be entitled to have the goods delivered using a method, which he considers most suitable. The seller shall only accept returns if the goods are returned in adequate packaging. Other arrangements must be expressly confirmed in writing by the seller.
3. The seller shall not be obliged to insure the goods against damage or loss during transport. The goods shall only be insured at the request and expense of the buyer.
4. Without prejudice to the buyer's warranty rights, delivered goods must be accepted by the buyer, even if they are defective. If the goods are not delivered in a satisfactory condition, the recipient must ask the transport company for a confirmation and assert claim damages against the transport company (transport damage).
5. If the delivery or handover is delayed at the request of the buyer or for reasons attributable to the buyer, the seller shall be entitled to dispose of the contractual items in any other way it sees fit after setting a reasonable time limit, which ended without yielding any results and deliver the goods to the buyer within a reasonable, extended period.

6. Unless agreed otherwise, customs duties and other charges related to the import of goods and/or provision of services in a specific country shall be borne and paid for by the buyer.
7. The seller hereby advises the buyer that the shipment/export of goods (goods, software, technology) to complete the contract is subject to European and German foreign trade legislation, and the delivery may be subject to export control restrictions and prohibitions. This relates to Council Regulation (EC) No 428 / 2009 (EU dual-use regulation), including its annexes, the Foreign Trade Act (AWG) and the Foreign Trade and Payments Ordinance (AWV) as well as the German export list, as amended. European and German embargo regulations directed against certain countries and persons, which can prohibit delivery or make it subject to approval. By placing the order, the buyer undertakes to acknowledge and comply with European and German export control regulations. The buyer further undertakes not to supply goods, whether directly or indirectly, for civil nuclear applications in countries specified in Article 5 (1) of the Foreign Trade and Payments Ordinance (AWV), unless he has the necessary approvals.

Section 07 Warranty

1. Unless agreed otherwise, only the description of the product provided by the manufacturer, included in product descriptions, specifications and labels shall be relevant to determine the condition of the goods. Goods shall be delivered in the model and condition customary at the time of delivery. Deliveries shall be made in accordance with the regulations set out by the German Electrical and Electronic Manufacturers' Association (ZVEI), unless agreed otherwise in specific written agreements, which provide for other guidelines or recommendations to be observed and to become an integral part of the agreement.
2. If the delivered goods are defective, the seller shall, at his discretion, either replace the defective item, rectify the defect or issue a credit note for the returned goods. Any further claims for damages are hereby excluded. Any claims for compensation and penalties for delays that are additional to those specified in this provision shall be excluded. In the case of impossibility or the seller's refusal or failure to remedy the defects or offer a replacement within a reasonable period, the buyer may demand a reduction in price or rescind the agreement.
3. The buyer or a third party designated by him shall inspect the goods carefully immediately after delivery. Complaints must be communicated promptly and in writing, no later than 3 working days after receipt or delivery of the goods. Hidden defects must be notified to the seller in writing within 8 working days from the date on which the buyer discovered the defect or should have discovered the defect if he inspected the goods carefully.
4. The warranty shall be void if the contractual item has been modified by a third party or due to installation of parts manufactured by third parties and there is a causal link between the damage and the modification. The warranty does not cover errors or defects caused by natural wear and tear or damage caused by negligent or improper handling of the delivered item. In addition, the buyer shall bear the burden of proof with respect to warranty claims, and in particular, the existence of a defect at the time of the risk transfer as well as the timeliness of the complaint.
5. Unless different warranty periods have been specified for individual products, the standard warranty for new goods and products, spare parts and accessories is 12 months from the date of delivery. This shall not apply if a defect has been maliciously concealed.
6. If the seller has excluded or limited his liability in accordance with the foregoing provisions, this shall also extend to the liability of representatives or vicarious agents of the seller.
7. The seller's liability under the Product Liability Act remains unaffected.
8. This shall be without prejudice to any further guarantees.

Section 08 Repair terms and conditions - services

1. An undisputed written order confirmation shall be authoritative for the content of the agreement and the scope of repairs. These repair terms and conditions shall apply to repairs, inspections, measurements, analyses, and evaluations (hereinafter referred to as services), unless provided otherwise in alternative arrangements made on a case-by-case basis. These repair terms and conditions thus apply to all services carried out for the seller, even if these are supplementary related to deliveries.
2. Services shall only be provided based on an order. The order must be placed and confirmed in writing before the start of works. Any orders placed on the telephone in urgent cases must be confirmed immediately in writing.

3. If possible, the buyer shall be informed about the estimated repair cost upon conclusion of contract. Should it transpire that the actual repair costs would exceed the estimate by more than 15 % or if additional work becomes necessary, the seller shall be required to obtain the buyer's consent.
4. If the buyer wishes to receive a cost estimate with binding prices before carrying out any repairs, this must be expressly requested from the seller. Unless agreed otherwise, such cost estimate shall only be binding if it has been provided in writing. The seller shall be entitled to demand a reasonable advance payment upon signing the agreement. VAT shall be charged at the statutory rate and shown separately on the invoice. The invoice shall be payable in full upon acceptance, delivery or receipt of the invoice.
5. The withholding of payments or set offs against any counterclaims disputed by the seller shall be excluded.
6. The information on time periods required for repair are based on estimates and are therefore, non-binding. The buyer can only request the parties to agree on a binding repair period, which must be clearly designated as binding, when the scope of the necessary work has been determined.
7. Unless agreed otherwise in writing, the repair item shall be collected and delivered, including packing and loading at the buyer's request and at his expense. Alternatively, the repair item shall be delivered to the seller at the buyer's expense and collected again by the buyer after the repair. Inbound consignments or parcels sent as carriage forward shall not be accepted by the seller.
8. To make a warranty claim, it is necessary to provide the serial number of the product or other suitable documentary evidence. If the buyer does not provide a proof of warranty, the goods shall be returned to the buyer unrepaired against a payment of a processing fee. The goods to be repaired, including any connecting cables, data carriers, etc. shall be delivered carriage paid. If the goods have not been packaged properly this may invalidate the warranty claim.
9. The buyer shall bear the transport risk, including any transport damage caused by improper packaging.
10. If products are sent to the seller without a detailed description of the defect (the word "DEFECTIVE" is not sufficient!), the seller reserves the right to perform a fault diagnosis at the buyer's expense or to return the unrepaired goods to the buyer against a processing fee. In the case of unjustified complaints if no error is detected, the goods shall be returned against payment of a processing fee.
11. Once the repair is accepted, the seller shall be liable for the remedy of any defects to the exclusion of any other claims of the buyer. The seller shall not be held responsible for warranty claims due to causes not attributable to the buyer, such as natural wear and tear, excessive use, tampering or improper changes and repairs performed by buyer or third parties, unsuitable or improper use, operation, installation or setup, faulty or negligent handling, improper maintenance or alteration of the product without the prior consent of the seller.

Section 09 Payment terms

1. Unless agreed otherwise in writing, invoices shall be payable in full within 30 days - irrespective of whether the goods have been received and without prejudice to the right to make a complaint. The relevant date of payment shall be the date the payment is credited to the sellers account. Cheques shall only be accepted as payment after they have been cleared.
2. If the buyer fails to make a payment by the due date, the seller shall be entitled to charge late-payment interest of 8% above the statutory base rate from the due date onwards, without the need for a formal notice of default. The seller reserves the right to assert further claims for damages.
3. In the event of delayed payment, the seller shall be entitled to declare any outstanding claims against the buyer immediately due and payable and carry out any remaining deliveries only against advance payment or equivalent security. This shall apply mutatis mutandis if the financial position of the buyer should deteriorate substantially after the conclusion of the agreement or if the seller becomes aware of it after signing the agreement, giving rise to serious doubts about the ability of the buyer to meet his existing payment obligations.
4. Bills of exchange shall only be accepted as conditional payment based on a special agreement. The discount charges shall be borne by the buyer.
5. The buyer shall only be entitled to set off claims, if his counterclaims are legally established or undisputed by the seller.

6. The buyer shall not be entitled to set off bonuses in the form of discretionary credits provided to him based on the contractual relationship with the seller without authorization. Only the seller shall be entitled to set off bonuses. The unauthorized offsetting of bonuses on part of the buyer constitutes a breach of the agreement, and shall entitle the seller to charge interest, without the need for a separate reminder.

Section 10 Retention of title

1. The delivery of goods sold by the seller takes place only subject to retention of title, which is described in more detail in the following text. This shall also apply to all future deliveries as well as claims arising from agreements concluded simultaneously or subsequently, even if the seller does not specifically refer to this.
2. The seller shall retain the title to the supplied goods until all existing and future claims arising from the business relationship have been paid in full, even if the buyer has paid for specific claims. For open accounts, the retention of title serves as collateral for the outstanding balance.
3. The seller shall be entitled to rescind the agreement and take back the delivered goods if the buyer is in breach of contract and in particular, if he falls into arrears with his contractually agreed performance. The seizure or repossession of the goods delivered by the seller shall only constitute a rescission of the agreement if the seller makes an express written statement to that effect.
4. Pledges or assignments of the goods subject to retention of title are not permitted. Until such time as the title has been transferred, the buyer shall be required to notify the seller or any third parties promptly in writing, if the supplied goods were to be seized by a third party or in the case of another type of third-party intervention. If the third party is not in the position to reimburse the seller for the judicial and extrajudicial costs of a legal action pursuant to § 771 of the German Code of Civil Procedure, the buyer shall be liable for the loss suffered by the seller.
5. The buyer shall be entitled to resell the supplied goods in the normal course of business. The buyer hereby assigns all claims arising from the sale of the contractual items to the seller in the amount of the invoice value (including VAT) agreed with the seller. This assignment shall apply irrespective of whether the supplied goods have been resold before or after processing. The buyer shall be authorised to collect this claim even after the assignment. This is without prejudice to the authority of the seller to collect receivables. The seller shall not to collect any receivables as long as the buyer fulfils its payment obligations arising from the proceeds received, it is not in payment arrears and in particular, no petition has been filed to commence insolvency proceedings or cessation of payment. The buyer shall, however, be obliged to inform the seller about the sale of the assigned receivables promptly in writing.
6. Any processing or modification of the supplied goods shall always take place in the name and on behalf of the buyer. In this case, the expectancy right of the seller shall extend to the supplied and the altered item. If the delivered goods are processed with other goods not belonging to the seller, the seller shall acquire joint ownership of the new goods in proportion of the value of the goods to the other processed goods at the time of processing. The same shall apply in the case of mixing. If the mixing is carried out in such a way that the buyer's item can be regarded as the main item, it is hereby agreed that the buyer shall transfer the proportionate joint ownership to the seller, and the buyer shall preserve the resulting sole or joint ownership for the seller. In order to secure the claims the seller may have against the buyer, the buyer shall assign to the seller claims against third parties that may arise from the combination of the supplied goods with a plot of land; the seller hereby accepts assignment.

Section 11 Liability

1. In accordance with Section 11, the liability of the seller for damages, on whatever legal basis is limited.
2. The seller shall not be liable for damage caused by simple negligence of its bodies, statutory representatives, employees or other vicarious agents, unless it constitutes a breach of material contractual obligations.
3. If the seller is liable for damages under Section 11 (2) of these GTC, his liability shall be limited to damage, which was foreseeable as a consequence of a breach of contract at the time of concluding the agreement or must have been foreseeable taking into account any circumstances he was aware of or would have been aware of if he exercised reasonable care. Claims for indirect or consequential damage caused by defects in the contractual item shall be limited to damage, which can be typically expected when using the contract item as intended.

4. In the case of simple negligence, the liability of the seller for property damage and personal injury shall be limited to the amount provided for under the Product Liability Act, even if this constitutes a breach of material contractual obligations.
5. If the seller provides technical information or advice, and this information or advice are not within the scope of services provided under the contract, the information or advice shall be provided free of charge and to the exclusion of any liability.
6. The limitation of liability under Section 11 of the GTC shall not apply to the liability of the seller for malicious conduct, guaranteed characteristics, loss of life or injury or under the Product Liability Act.

Section 12 Software clause

1. This software clause shall apply exclusively to the time-limited or perpetual licence granted by the seller to use standard software as part of or in connection with the delivery of related hardware (hereinafter referred to as "software").
2. The seller shall grant the buyer a non-exclusive and personal right (license) to use the supplied software. Any additional rights shall be subject to separate written agreements. The redistribution of the software to third parties, rental and lending of the software or its free distribution are expressly prohibited (except for DEMO / trial versions and freeware).
3. The change or decompilation of the licensed program code into other code configurations as well as other forms of reverse engineering of the different production stages of the software, reading and transfer of databases and software to other storage media in whole or in part, if this is not essential for their use under the contract as well as any form of further development or processing is prohibited. A written consent of the seller is required to achieve interoperability with another program.
4. The licensed software is protected by copyright and remains the property of the seller, including the complete documentation. The seller shall retain all copyrights and usage rights to programs licensed to the buyer, including any related documentation, even if the buyer has changed the programs or connected them with his own or third-party programs.
5. The seller shall be entitled to provide software maintenance services at his own discretion. The software shall only be upgraded or updated at the request of the buyer against payment of a service charge specified by the seller.
6. The seller shall not accept any liability for software errors resulting from the software being used for anything other than the described intended purpose. Errors that do not impede the use of the software or limit the use of the software to an unacceptable level are not considered to be defects. The seller shall not be liable for indirect or consequential damage and, in particular, loss of profit. The buyer alone shall be responsible for the right choice and the consequences of the application, as well as the results thus intended.

Section 13 Confidentiality - copyright - data protection

1. The seller hereby advises the buyer that his personal data shall be stored on the IT system having due regard to and in compliance with the Federal Data Protection Act (BDSG) in order to ensure proper business conduct. Pursuant to Article 26 (1) and 43 (3) of the Federal Data Protection Act (BDSG), the seller is required to notify the buyer when his data is stored or transferred for the first time. The seller has hereby complied with this obligation. The seller shall not provide any further notifications in this regard. Concerning of the data to be collected we refer to our separate Privacy Policy.
2. The buyer shall be obliged to keep any business and operational secrets of the seller he becomes apprised of as the contractual partner confidential and not to disclose them to third parties, even if it has not been expressly marked as "confidential" or similar.
3. Any drawings, illustrations, technical descriptions and other documentation relating to the contractual item shall be handed over to the buyer subject to being used solely for personal purposes and returned immediately at the request of the seller. The aforementioned documents may not be made available, accessible or disclosed to third parties without the consent of the seller. The seller shall retain all intellectual property rights and copyrights; this shall also apply to quotations. The duty of confidentiality also shall also extend to the existence and details of a specific delivery or service contract.

4. The buyer shall be obliged to notify the seller immediately of any claims for infringement of intellectual property rights asserted by third parties against the buyer or by the buyer himself with respect to the supplied goods. The seller shall be entitled, where necessary with the support of the buyer, but at his own expense, to conduct any negotiations to reach a settlement or in connection with the resulting litigation.
5. If the supplied products have been created on the basis of buyer's designs or instructions, the buyer shall indemnify the seller against any claims, liabilities, encumbrances and costs, incurred as a result of an infringement of patents, trademarks or utility models by third parties.

Section 14 Place of performance and jurisdiction

1. Place of performance for all rights and obligations shall be the registered office of the seller.
2. The place of jurisdiction for any disputes arising from the business relationship between the seller and the buyer shall be at the choice of the seller, the courts located in the district where the registered office of the seller is situated.
3. The contractual relations between the seller and the buyer shall be solely governed by the substantive and procedural laws of the Federal Republic of Germany to the exclusion of the UN Convention on the Sale of Goods (CISG).
4. Only the German language version of an agreement is legally binding and authoritative. If an agreement is translated into several languages, the German version shall always prevail in the case of any doubts as to the interpretation of agreements.

Section 15 Final provisions

Should any individual provisions of these GTC be invalid, the validity of the remaining provisions shall remain unaffected thereby. In the case of any omissions from this agreement or these GTC, the parties agree to supplement any omissions by effective provisions that approximate as closely as possible what the Parties wanted or would have wanted in accordance with economic intent of the agreement and the spirit and purpose of these GTC if they had been aware of such omission.

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