

TERMS OF DELIVERY AND PAYMENT

The "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" are valid in their current version, insofar as the following provisions do not contain any deviating or supplementary stipulation.

1. **PRICES** Invoice will be in EURO according to the price-list, reductions and conditions valid on the day of delivery. All list- or offer prices are valid plus value added tax, ex works, excluding packing. Order value less than € 50,-: without any discount. Order value less than € 25,-: additional handling charges € 15,- In case of a drastic increase of costs, we shall reserve ourselves the right to adjust prices also with orders already confirmed.
2. **DELIVERY, CALL ORDERS** Partial deliveries are permitted. With special fabrication divergencies up to 10% more or less than the quantity ordered are permissible. Whenever our products are altered or parts of them exchanged, we do not bear any re-sponsibility. If express delivery is wanted it will be effected at customer's expense. Deliveries are effected at customers risk. Return of packaging material shall be excluded if disposal is guaranteed by appointment of third parties by us. Call off orders are binding orders where only the quantity and date of the individual part deliveries have not yet been defined at the time of order placement. Call off orders must be fulfilled within 12 months after order placement, whereby an individual call off must not be less than a quantity defined by EFEN and must take place in good time.
3. **TIME OF DELIVERY, DEFAULT** The delivery periods commence on the day of order confirmation. Enforcement requires an explicit reminder by the customer. In case of default, the customer is not entitled to compensation for damages, performance of a covering purchase, or withdrawal from the contract. This does not apply to cases of intent, standard negligence or, if liability is mandatory due to injury of life, body or health. The customer may only withdraw from the contract within the legal conditions, if we are held responsible for the delay of the delivery. If failure to comply with the deadline is due to Force Majeure, such as mobilisation, war, riots or similar events, such as strikes or lockouts, then the deadlines shall be extended correspondingly. In as far as fulfilment has not occurred, we are entitled to withdraw from the contract. Claims on compensation for damages, performance of a covering purchase or subsequent delivery are then excluded.
4. **PATENT AND TRADE MARK RIGHTS** Orders based on designs, sketches and further specifications will be carried out at the customers risk with regard to the copyright on design, the Trade Marks Registration Act, and the patent law. If these orders should encroach third parties' copyrights and rights, the customer would have to bear all damage caused to us by this encroachment.
5. **COMPLAINTS, WARRANTY CLAIMS** Complaints shall be reported within 10 days after receipt of goods. Return consignments (free of charge) are only accepted with our previous approval. In case of damage caused by shipping, the carrier is to be charged. Costs incurred due to improvement work carried out by the customer shall not be recognised, unless they have been previously authorised. We shall render services for defects of the goods initially according to our choice of warranty by means of improvement or spare part delivery. Claims to defects are limited to a period of 12 months.
6. **ILLUSTRATIONS, TECHNICAL DATES, DIMENSIONS AND SAMPLES** etc. are not binding. These are subject to changes.

7. **GUARANTEE** Statements and remarks on certain characteristics and/or on the suitability of the merchandise for a special application are only binding if explicitly designated as guarantee in writing.

8. **TERMS OF PAYMENT** Our invoices are payable within 30 days after date of invoice without deduction or within a fortnight after date of invoice with 2 % discount. In the event of the expiry of the payment deadline, we are entitled to charge interest amounting to 8% above the respective basic interest rate of the European Central Bank. Discounts will not be allowed if the orderer is in default with payment for earlier deliveries.

9. **PLACE OF PERFORMANCE AND JURISDICTION** The place of performance for all obligations from the contractual relationship shall be the headquarters of EFEN. The place of jurisdiction for all legal disputes resulting from the contractual relationship and with respect to its coming into being and its validity shall be determined by the headquarters of EFEN, or also by the headquarters of the orderer at EFEN's option.

10. **INEFFECTIVENESS, DATA PROTECTION** If any of these provisions is held to be invalid, the effectiveness of the remaining provisions won't be affected. We store data within the scope of our current business relations in compliance with the federal data protection law. The contractual relationship shall be subject to the law of the Federal Republic of Germany with the exception of the uniform UN law on sale of goods (CISG).