

## 1. SCOPE OF VALIDITY

- 1.1 These General Terms and Conditions (GTC) apply only to entrepreneurs as defined by Article 14 of the German Civil Code (BGB). The document "**Important notes on GTC, price validity, warranty periods and warranty conditions**" constitutes an integral part of these General Terms and Conditions.
- 1.2 All supplies and services of Dallmeier electronic GmbH & Co. KG, Bahnhofstrasse 16, 93047 Regensburg and its affiliated companies unless they invoke their own GTCs – hereinafter referred to as Dallmeier – are furnished exclusively under the General Terms and Conditions outlined below and the regulations in the respectively valid price list, unless otherwise agreed in writing.
- 1.3 Dallmeier shall only recognize the customer's contrary conditions or those that deviate from Dallmeier's General Terms and Conditions if Dallmeier has agreed to their validity expressly and in writing prior to signing of the contract.
- 1.4 If the General Terms and Conditions of Dallmeier were not sent to the customer with the quotation or if the customer did not receive them on another occasion, they shall still apply if the customer received corresponding notice of the General Terms and Conditions of Dallmeier in the contract documents or in any other appropriate form. The respective current version of the General Terms and Conditions can be retrieved from the Dallmeier website ([www.dallmeier.com](http://www.dallmeier.com)) or will be delivered by mail upon request.

## 2. QUOTATION AND MINIMUM ORDER VALUE

- 2.1 Quotations from Dallmeier are subject to change and are non-binding. They are contingent upon Dallmeier receiving its supplies from its own suppliers. A contract shall not come into force until written confirmation of the order by Dallmeier, but no later than when the supply is received by the customer.
- 2.2 In order to incorporate certain advertising claims or product information into the contract, it is necessary for these claimed properties to be described precisely and agreed when the contract is concluded.
- 2.3 Dallmeier reserves the right to make technical and design changes to details in brochures, catalogues and written documents that are reasonable for the customer and also model, design and material changes in the context of technical advancement and foreseeable development without any rights against Dallmeier arising from such changes, provided that they do not impair usability for the customer.

## 3. PRICES

All prices are "ex works" in accordance with INCOTERMS 2010. Agreements to the contrary must be confirmed in writing. Prices are generally in Euros, exclusive of freight, packing, insurance and the respective statutory rate of VAT.

## 4. DELIVERY AND PERFORMANCE TIME

- 4.1 The dates and deadlines quoted by Dallmeier are non-binding unless there has been a written agreement to the contrary.
- 4.2 All delivery dates are subject to correct and timely self-delivery to Dallmeier by its suppliers. The customer will be notified of any delays immediately. In such a case the performance time will be postponed by a corresponding period of time. Moreover, in such a case Dallmeier may also withdraw from the contract in respect of the undelivered items if the performance time is extended by more than one month because self-delivery is not completed correctly or on time. As far as allowed by competition law Dallmeier will cede to the customer possible claims against the supplier arising from supplies inconsistent with the contract. Further claims for compensation of damages or reimbursement of expenses by the customer are excluded.

- 4.3 Unforeseen circumstances and problems which are attributable to factors beyond the control of Dallmeier and could not be prevented despite reasonable care in keeping with the circumstances will prolong the delivery time correspondingly even if they occur during an existing delay. This particularly applies to force majeure, e.g., war, fire and natural disasters. In such a case, any period of grace already set by the customer will also be extended by the duration of the unforeseen event. These provisions also apply in particular to government measures, denial of official approvals, labour disputes, sabotage etc.
- The same applies if such hindrances and circumstances occur at Dallmeier's suppliers or their sub-suppliers. Such a delay of the delivery and performance shall entitle Dallmeier to partly or completely withdraw from the contract in respect of the unfulfilled part. Dallmeier shall only be entitled to do so if the delay exceeds one month. Any claim for compensation by the customer due to delayed delivery or withdrawal from the contract based on the above-mentioned reasons is excluded.
- 4.4 Dallmeier explicitly reserves the right to carry out and invoice reasonable partial supplies.
- 4.5 In the event of a delivery delay, the customer can withdraw from the contract following an appropriate period of grace which has elapsed without result. In the event that it is impossible for us to perform, the customer shall also have this right without the need to set a grace period. Claims for damages (including any consequential damage) shall not be possible irrespective of Item 4.6 and Item 7, which are not intended to reverse the burden of proof. The same applies to the reimbursement of expenses.
- 4.6 If business for a fixed date was agreed, Dallmeier shall be liable in accordance with the legal stipulations. The same shall apply if the customer can claim that fulfilment of the contract is no longer in its interest due to the delay for which Dallmeier is responsible.

## 5. DISPATCH AND TRANSFER OF RISK

- 5.1 Dispatch shall be at the customer's cost.
- 5.2 If no collectable debt (delivery ex works) was agreed, the transfer of risk to the customer takes place no later than at the handing over of the contractual item to the carrier, its representative or any other persons named by Dallmeier.
- 5.3 If no collectable debt (delivery ex works) was agreed and provided that the delivery is delayed or becomes impossible through no fault of Dallmeier, the risk is transferred to the customer when it is informed that the goods are ready for delivery.
- 5.4 Unless expressly disallowed by the customer, Dallmeier shall arrange transport damage insurance for the goods being sent to the customer. This insurance shall be obtained on behalf of and at the expense of the customer with an insurance company to be selected by Dallmeier. Dallmeier shall be indemnified against liability for transport damage as soon as this insurance has been concluded.
- 5.5 The customer must lodge complaints about transport damage with the transport company immediately and in writing, and must also forward a copy to Dallmeier without delay.

## 6. LIABILITY FOR DEFECTS OF MATERIAL AND TITLE; REPAIRS AFTER EXPIRY OF THE WARRANTY

- 6.1 All properties claimed as per 2.2 as well as all other properties claimed to be relevant to the contract do not include an assumption of warranty.
- 6.2 Dallmeier shall provide advice based on its experience. Statements and information about suitability and use of the contract object are non-binding if they are not expressly a contractually agreed property. However, the customer is in all cases obliged to perform its own tests. Any remaining liability shall be subject to the provisions of Item 7.
- 6.3 In the case of supplies, Dallmeier shall be liable for defects as follows, with the exclusion of further claims:

a) The customer is obliged to conscientiously examine the subject of the contract immediately upon receipt. Detectable defects must be reported specifically and in writing promptly after the subject of the contract arrives and before it is used (and in all cases within 3 working days).

b) If such a complaint is not lodged, the subject of the contract shall be deemed to have been delivered in good condition and in full, unless a defect is involved that was not detectable upon inspection. In this case also, the defect must be reported in writing without delay, and no later than within 3 working days from when the defect became detectable. If this is not done, the subject of the contract shall be deemed approved accordingly.

c) With effect from the transfer of risk, Dallmeier shall assure warranty according to the warranty periods defined in the summary "**Important notes on GTC, price validity, warranty periods and warranty conditions**" or in the order confirmation. These are unaffected by any shorter or longer warranty periods stipulated by our suppliers. Agreements deviating from this rule (e.g. for longer warranty periods) require the written form.

A defect must be reported via Dallmeier's RMA platform. If it is necessary to return the goods, they must be packed appropriately and according to the ESD regulations, and sent to the Dallmeier repair centre. Any services performed on site are subject to a charge. They are not included in the scope of performances and must be agreed separately. Defects will be eliminated at the discretion of Dallmeier only by remedying the defect or by a appropriate replacement supply. At the same time, Dallmeier reserves the right to assign this work to a third party. The customer must give Dallmeier sufficient time and opportunity to remedy the defect. If the product is delivered in a condition not as described above, warranty claims of any type can be made against Dallmeier to the extent stated in law, for example if transport damage occurs.

The warranty period extending beyond the warranty period stipulated by law does not constitute a guarantee, it is merely a simple extension of the warranty period. A precondition for claims within the extended warranty period is that the product be delivered to the respective Dallmeier repair centre with responsibility therefor in the original packaging or at least in equivalent packaging.

d) Dallmeier shall only be liable in cases of significant defects.

e) If a defect of the purchase item exists, Dallmeier is entitled to remedy the defect or to deliver a defect-free item (subsequent performance) at its own discretion. In the event that the subsequent performance defined in sentence 1 is impossible or unsuccessful, the customer has the right to choose to either lower the price accordingly (reduction) or to withdraw from the contract in accordance with the legal stipulations. This applies particularly in the case of a culpable delay or a refusal of the subsequent performance, and also if the subsequent performance fails for a second time. If a repair is carried out during the warranty period, Dallmeier grants a further warranty of 12 months on the repair parts as from the completion of the repair. Here too, this is contingent on the products being received by Dallmeier. The guidelines in clause c) apply to the prolonged warranty period insofar as the prolongation is not stipulated in law.

f) Dallmeier's liability for damages in respect of material defects or defects of title is defined according to paragraph 7. The same applies to a liability regarding the reimbursement of expenses.

g) Dallmeier shall bear the costs required for the purpose of subsequent performance, in particular transport, delivery, labour and material costs; assumption of costs shall be excluded if additional costs occur through the transfer of the product to another place than the place of performance.

h) An unjustified request to remedy defects – i.e. examination of the product has proved that there is no defect for which Dallmeier is responsible – constitutes a breach of contract by the customer (Article 280, paragraph 1 German Civil Code – BGB) and entitles Dallmeier to compensation. In such cases Dallmeier is entitled to charge a flat-rate processing fee for each unjustified request to remedy defects.

i) In the event that the customer withdraws from the purchase contract, Dallmeier reserves the right before making a reimbursement to offset against the purchase price an appropriate compensation charge for loss of use in accordance with the legal regulations.

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## 7. WITHDRAWAL FROM THE CONTRACT AND LIABILITY

- 7.1 The customer's legal right to withdraw should be neither excluded nor restricted, except as provided for in Item 6. Likewise, Dallmeier's legal or contractual rights and claims should also not be excluded or restricted.
- 7.2 Dallmeier only assumes unlimited liability in cases of intent or gross negligence (including by our legal representatives and vicarious agents) as well as in cases of injury to life, limb and health. Dallmeier also has unlimited liability in regard to making guarantees if a defect covered by either of these causes the liability. There is also no limitation regarding strict liability (particularly in accordance with Product Liability Law). A possible liability according to the principles of entrepreneurial recourse as per articles 478 et seq. of the German Civil Code (BGB) remains unaffected.
- 7.3 Regarding any other culpable violation of essential contractual duties (cardinal duties) the residual liability of Dallmeier is limited to the damages foreseeable and typical of the type of contract.
- 7.4. Otherwise, Dallmeier's liability - irrespective of the legal basis (particularly claims from the violation of primary and secondary contractual duties, unlawful acts or other tort liability) - is excluded.
- 7.5 The same (exclusions, limitations and exceptions thereto) applies for claims arising from culpability at the conclusion of the contract.
- 7.6 An exclusion or limitation of Dallmeier's liability also applies to its legal representatives and vicarious agents.
- 7.7 A reversal of the burden of proof is not intended. Cardinal duties are essential contractual obligations i.e. duties which define the nature of the contract and in which the contractual partner may trust. Therefore, they constitute the essential rights and duties which form the basis for the fulfilment of the contract and which are indispensable for realising the purpose of the contract.

## 8. RETENTION OF OWNERSHIP

- Dallmeier delivers solely on the basis of the retention of title outlined in greater detail below. This also applies for all future supplies, even if Dallmeier does not always state this provision explicitly.
- 8.1 Dallmeier shall retain ownership of the delivered item until all receivables under the terms of the supply contract have been paid in full. Dallmeier is entitled to recover the purchased item if the purchaser acts in contravention of the contract.
- 8.2 Until it has acquired full ownership of the purchased item, the purchaser is obliged to treat it with care. In particular, the purchaser is obliged to insure the item at its own expense for an amount sufficient to cover the value as new against theft, fire and water damage. If maintenance and inspection works are to be carried out, the purchaser must conduct these in good time at its own expense. Until ownership is transferred, the purchaser must inform Dallmeier in writing without delay if the delivered object becomes exposed to attachment or other claims by third parties. If the third party is not able to reimburse Dallmeier for the legal and extrajudicial costs of a complaint in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the purchaser shall be liable for the loss incurred by Dallmeier.
- 8.3 The purchaser is entitled to resell the reserved goods in normal commerce. The purchaser herewith assigns to Dallmeier in advance the receivables from the buyer arising from the resale of the reserved goods equal to the final invoice amount (including Value Added Tax) agreed with Dallmeier. The purchaser shall also retain authority to collect the receivables after the assignment. Dallmeier's right to collect the receivables itself is unaffected thereby. However, Dallmeier will not collect the receivables while the purchaser continues to honor its payment obligations from the collected revenues, is not in arrears on payment and in particular no application for the institution of insolvency proceedings has been filed or payments have been suspended.

- 8.4 The customer will also cede to Dallmeier the receivables intended to secure the receivables against it which arise against a third party from the combination of the delivery items with a property. The cession to Dallmeier is made with priority over all others.
- 8.5 In the event that insolvency proceedings are instituted by itself or by a third party and in the event of attachment, the customer is obliged to notify Dallmeier immediately. In particular, in this case it will immediately inform of the condition and whereabouts of the reserved goods. Any costs incurred shall be borne by the customer.
- 8.6 Dallmeier undertakes to release the securities to which it has claim upon the request of the purchaser if their value exceeds the value of the secured receivables by more than 30%. The choice of the securities to be transferred back shall be made by Dallmeier. The nominal values shall be used as the basis for assessment.
- 8.7 If the validity of the retention of ownership is tied to special requirements or formalities in the country of destination, the customer is responsible for ensuring that they are adhered to.

### **9. PAYMENT**

- 9.1 Unless otherwise agreed, invoices are payable immediately and without a discount.
- 9.2 Payments received shall be used at the discretion of Dallmeier to settle the oldest or least secured liabilities.
- 9.3 Payments shall not be deemed to have been made until Dallmeier finally has the full amount at its disposal. Exchange and cheque payments are only accepted on account of performance and by separate agreement. Cheque fees shall be paid by the customer.
- 9.4 If the customer falls into arrears, Dallmeier shall from that point in time be entitled to require payment in particular of interest on arrears at the statutory rate, in order to recover any losses. This rate is currently 8 per cent above the respective basic interest rate in accordance with Article 247 of the German Civil Code (BGB). Under these circumstances, a higher interest loss can be claimed at any time and be invoiced. Further claims remain unaffected.
- 9.5 If the buyer does not meet its payment obligations in accordance with the contract or if it ceases payments, or if Dallmeier becomes aware of circumstances that put into question the customer's creditworthiness, Dallmeier shall be entitled to declare due the entire amount remaining and to demand prepayments or securities. In the case of delays in payment Dallmeier is also entitled to revoke any agreed discounts, early payment discounts and other benefits.
- 9.6 The customer shall only be entitled to offset if its counter-claims have been legally determined, are undisputed or have been recognised by Dallmeier. The customer only has a right of retention concerning counter-claims arising from the same contractual relationship. Independently thereof, a right of retention can also be claimed if the claims used to offset are undisputed, legally determined or recognised.

### **10. PROPERTY RIGHTS AND COPYRIGHT**

- 10.1 The customer is obliged to inform Dallmeier immediately and in writing if it is made aware of an infringement of commercial property rights or copyrights by a product supplied by Dallmeier. Dallmeier is solely entitled (but not obliged) to defend the customer against claims made by the owners of such rights and to settle these claims at its own expense if they are attributable to a direct infringement by a product supplied by Dallmeier. The customer must submit or hand over to Dallmeier all declarations of intent and documents necessary for this purpose. Dallmeier will generally make every effort to obtain the right to use the product for the customer. If this is not possible for a financially justifiable outlay, Dallmeier shall be entitled at its own discretion to modify the product in such a way that the property right is not infringed or to take back the product and reimburse the purchase price, minus compensation for the extent to which it has already been used.

- 10.2 If the customer has modified the product supplied by Dallmeier or integrated it into a system, or if Dallmeier has designed the product in accordance with the customer's instructions in such a way that industrial property rights are infringed, the customer shall be obliged to defend and hold Dallmeier harmless against claims made by the holder whose rights have been infringed, if the customer is responsible for the infringement. Further claims and rights remain unaffected thereby.
- 10.3 The software programs provided by Dallmeier and the associated documentation are intended solely for the customer's own use within the framework of a single, non-transferable license, and exclusively on the products supplied by Dallmeier. The customer may not make these programs and this documentation accessible to third parties without the written permission of Dallmeier, including if the hardware is sold on. Copies may only be made for archiving purposes, as replacements or for fault searching. No liability or cost reimbursement by Dallmeier shall be provided for such copies. If originals carry a notice referring to copyright protection, the customer must also add this to copies.
- 10.4 Should a product or software product purchased from Dallmeier be re-sold by the customer, the customer must undertake to inform its purchasers about these regulations and to include the provisions stipulated in the EULA (end user license agreement) by Dallmeier in the contract concluded with its purchasers. The customer can find a digital version of the EULA in German and English in the section "General Terms and Conditions" on the Dallmeier website.
- 10.5 Otherwise, the liability of Dallmeier is as stated in Item 7.

## 11. CUSTOMER DATA

The customer hereby grants Dallmeier its express approval for the automated electronic processing of the data revealed on the basis of the contractual relationship and necessary to process the order. All customer data is stored and processed by us in accordance with the pertinent regulations of the General Data Protection Regulation (GDPR).

## 12. EXPORT

Products and technical know-how supplied by Dallmeier are intended for use in and must remain inside the country of delivery agreed with the customer. Dallmeier accepts no liability for conformity with the relevant national regulations, particularly if supplied products are exported to non-EU countries. Such liability can only be accepted if Dallmeier has previously issued written approval. Irrespective of this, the re-export of contract products – individually or integrated in a system – requires the customer to obtain approval and is generally subject to the foreign trade regulations of the Federal Republic of Germany and of the other country of delivery agreed with the customer. The customer is responsible for obtaining information about these regulations. It is solely responsible for obtaining any necessary approval from the responsible foreign trade authorities before exporting such products.

## 13. EU IMPORT TURNOVER TAX

If the customer is based outside the Federal Republic of Germany, it is obliged to observe the rules relating to European Union import turnover tax. This particularly includes notifying Dallmeier of its turnover tax identification number without being specifically requested to do so. The customer is obliged to furnish to Dallmeier on request the necessary information concerning its status as an entrepreneur, the use and transport of the delivered goods and statistical reporting obligations.

## 14. PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

- 14.1 The place of performance is Regensburg, Germany.
- 14.2 The law of the Federal Republic of Germany (German Civil Code, German Code of Commercial Law) applies in regard to all claims and rights arising from this contract. An application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as the conflict of

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laws of the Introductory Act of the German Civil Code is explicitly excluded. The language of the contract is German.

- 14.3 The place of jurisdiction is the place of business of Dallmeier, if the customer is also a merchant, a corporate body under public law or public special property. The same applies if the contractor has no domestic place of general jurisdiction, if it relocates its place of business abroad after conclusion of the contract, or if its place of business is unknown at the time the complaint is filed. Dallmeier is entitled to also proceed against the contractor in other admissible places of jurisdiction.

### 15. FINAL PROVISIONS

- 15.1 Should individual provisions be or become void, ineffective or contestable, they must then be re-interpreted or supplemented so that their intended economic purpose is achieved as closely as possible in a legally permissible way. This shall not affect the remaining terms. The same shall apply if provisions are incomplete. Should an amendment or interpretation of these terms not be possible or should the contracting parties not agree on them, the appropriate legal regulations shall apply.
- 15.2 Dallmeier shall render its performances in conformance with the recognized technical regulations and the legal stipulations applicable to its products at the respective time. Precise details of approvals in standards and certifications are available from the contractor. If it is necessary to observe special rules and legal regulations laid down in national law, the customer must point this out to Dallmeier separately when placing the order.
- 15.3 Dallmeier observes the legal regulations for the disposal of electronic parts. Further information about this will be provided as necessary or is available directly from Dallmeier.
- 15.4 Impermissible reversal of the legal or judicial burden of proof is not intended by any term of these General Terms and Conditions.
- 15.5 All terms and provisions in this contract are gender-neutral. They are also intended to be free from any discrimination within the meaning of the General Equal Treatment Act (AGG).