

The following General Terms and Conditions apply to all contracts and other business relationships which we, Wentronic GmbH (hereinafter called Seller) may enter into with our customers and other business partners (hereinafter called Purchaser) for the purpose of supplying goods, performing various services and fulfilling contractual obligations.

1. Area of application

1.1 Seller exclusively supplies merchants within the meaning of Section 14 of the German Civil Code (BGB). This means that Seller does not supply directly to consumers, but only to such persons who place orders with Seller in the course of their commercial or self-employed business activities. Each Purchaser gives an assurance that orders are placed with Seller solely in the course of Purchaser's commercial or self-employed business activities and that Purchaser places said orders as a merchant within the meaning of Section 14 of the German Civil Code (BGB).

1.2 These General Terms and Conditions apply exclusively. Conflicting terms imposed by Purchaser are hereby expressly repudiated, and do not apply even if not separately repudiated by Seller in individual cases. Purchaser's conflicting terms only apply if consented to by Seller in individual cases in writing.

1.3 The Seller's General Terms and Conditions become an integral part of future business transactions and shall apply to future business provided that appropriate reference is made no later than in the order confirmation.

2. Entry into contract, offers, prices and use of product data and depictions

2.1 A contract comes into existence when Seller sends a confirmation of order to Purchaser.

2.2 All offer prices are purely net and are ex warehouse Braunschweig/Brunswick, Germany, plus statutory value added tax. The seller may charge additional shipping and packaging costs. Minimum order amounts apply. The seller reserves the right not to accept orders below the minimum order amounts. The seller reserves the right to charge a minimum amount surcharge.

2.3 Unless otherwise expressly agreed, offers made by Seller are non-binding and without obligation. Seller reserves the right to make reasonable price adjustments.

2.4 Descriptions and technical data correspond with manufacturers' information. Seller reserves the right to make changes.

2.5 For the use of brand logos and product images as well as advertising texts, the regulations for the use of brand logos and product images as well as advertising texts in the currently valid version apply.

3. Delivery, delivery times and impediments

3.1 Purchaser is under obligation to accept the goods ordered. This is a cardinal obligation. Should Purchaser refuse acceptance without justification, in particular all rights afforded by Sections 280 ff of the German Civil Code (BGB) accrue to Seller.

3.2 Quoted delivery times and dates are intended only as reference indications (approximate times) and are therefore deemed to be agreed only as approximate.

3.3 Part deliveries are permissible. Goods that are temporarily sold out will automatically be placed on back order and supplied at a later date unless expressly cancelled by Purchaser. Provided the overall value of goods outstanding amounts to EUR 50.00 or more, no shipping or packing costs will be billed with such deliveries. Shipping and packing costs will be charged for deliveries of outstanding goods valued at less than EUR 50.00. For deliveries of outstanding goods to destinations abroad, shipping and packing costs will be charged in all cases.

3.4 In case of unforeseen impediments beyond Seller's responsibility such as force majeure, strikes, interruptions to Seller's or an upstream supplier's business operations, transport difficulties, etc., Seller is entitled to postpone delivery for the duration of the impediment or withdraw either in whole or in part from the contract. In the event that goods ordered are not available, Seller will inform Purchaser immediately and refund any payments already made forthwith.

4. Shipment, transfer of risk, postage and packing

4.1 Goods are shipped via a forwarding agent or carrier to be selected by Seller. Risk transfers to Purchaser as soon as the shipment is handed over to the forwarding agent or carrier, however, no later than upon leaving Seller's warehouse, even if delivery is performed by Seller. Every order placed by Purchaser is thus deemed a sale by dispatch at Purchaser's request.

4.2 If so requested by Purchaser, Seller will insure the goods against transport risks at Purchaser's expense.

4.3 In addition to the Seller's obligations subject to these GTC in case of shipment abroad, Seller shall provide the goods or shipment EXW (ex works) in accordance with the Incoterms as amended in the currently valid version if no different type of provisioning requirement has been agreed.

4.4 Our freight costs consist of packaging costs and shipping costs. Unless otherwise agreed, these are always invoiced separately to the buyer. If freight costs are shown in offers and/or order confirmations, they are always shown subject to the actual freight costs. We reserve the right to invoice the actual freight costs accordingly.

5. Payment and default

5.1 Insofar as no other payment modalities are agreed, irrespective of any reported defects, invoiced amounts are payable to Seller in non-cash form without deduction immediately upon receipt of the invoice. If Purchaser is in default, Seller may charge default interest at 9 percent above the currently applicable base rate plus EUR 5.00 for each written reminder. Seller reserves the right to demonstrate further loss or damage.

5.2 Payment shall be deemed as effected when and if Seller can dispose of the amount. Payment by check is excluded.

5.3 In the case of SEPA direct-debit clients, Seller shall be entitled to send the pre-notification stating when the Purchaser's bank account will be debited and by what amount, only within the statutory period, i.e. at least one business day (24 hours) before the debiting will be effected.

5.4 Invoices issued by Seller for services and special orders are payable without deduction immediately upon receipt.

5.5 First deliveries to new customers must be paid for in advance or cash on delivery (COD).

5.6 Should Purchaser be in default of any payments due to Seller, all other claims on the part of Seller against Purchaser will immediately fall due.

5.7 If Seller continues to supply goods despite Purchaser being in default, payments then made by Purchaser will apply exclusively to the goods most recently delivered, solely for the reason that Seller would not otherwise under any circumstances have supplied further goods to Purchaser.

5.8 Should Purchaser refuse acceptance without justification, Seller shall be entitled to claim compensation from Purchaser including loss of profit. The claim including loss of profit amounts to at least 10% of the purchase price plus statutory VAT, whereby Purchaser is at liberty to demonstrate some lesser loss. Seller reserves the right to demonstrate a greater loss.

5.9 Only those claims which are undisputed or recognized by declaratory judgment may be set off by Purchaser. A right of retention may be asserted by the Purchaser only insofar as it is based upon the same contractual relationship.

6. Reservation of title

6.1 Seller shall deliver goods to Purchaser always subject to reservation of title.

6.1.1 This reservation of title is, on the one hand, instituted for Seller to retain the sole ownership and full title to the goods until full payment of the purchase price to Seller (simple reservation of title).

6.1.2 On the other hand and despite the fact that Purchaser does not hold title to the goods, Purchaser is entitled to process and sell the goods within the normal course of business (pledges, chattel mortgages and covenants on the prohibition of any assignment are not permitted) as long as he is not in default. The Purchaser herewith assigns to Seller the entirety of Purchaser's claims (including all balance claims from any current account) arising from the resale or processing of the goods or from any other legal reason (insurance, tort), and Seller accepts this assignment. In addition,

Seller revocably authorizes Purchaser to effect in its own name and on behalf of Seller collection of the claims assigned to Seller (prolonged reservation of title).

6.1.3 Seller reserves the right to convert the reservation of title upon agreement with Purchaser into a security encompassing all current and future claims (extended reservation of title).

6.2 Any processing or assembly of the goods shall always be in favour of Seller, but without any obligation for it. If and when Seller's (co-)ownership expires as a result of the combining or mixing of the secured property with other property, Seller and Purchaser agree herewith that the Purchaser's (co-)ownership interest in the resulting unitary item shall pass to Seller in proportion to its value (invoice value). Purchaser shall hold and keep secure the co-owned goods free of charge.

6.3 In the event of any appropriation by any third party of the goods subject to reservation of title, Purchaser shall notify such party of Seller's co-ownership interest and promptly inform Seller. If Purchaser violates any provision hereof, particularly in the event of default in payment, Seller shall be entitled subject to provisions 323 or 324 German Civil Code (BGB) to re-possess the goods subject to reservation of title and to demand assignment of Purchaser's claims for recovery of possession against third parties. Seller shall likewise be entitled in such cases to actively collect Purchaser's outstanding receivables from Purchaser's clients. At Seller's first request Purchaser shall identify its customers to Seller immediately, inform it of any assignments and disclose to Seller any information necessary for assertion of its rights against such customer. Documents necessary for this shall also be returned to the Seller upon first request and without delay. The seller shall also be entitled to inform Purchaser's customer of the assignment.

6.4 In the event that the market value of the securities granted exceeds the value of the secured claims by more than 10%, Seller shall, at Purchaser's request and at its own discretion, surrender such portion of the securities.

7. Assignment

7.1 Seller shall be entitled to assign claims against Purchaser to third parties.

7.2 Purchaser's rights against Seller are not transferable outside of the scope of Section 354 a of the German Commercial Code (HGB) and must not be assigned to third parties.

8. Defects and liability

8.1 Complaints by Purchaser in respect of goods supplied must be reported to Seller in text form within 8 days of receipt of goods. In the case of justified notifications of defects, the seller has the right either to remedy the defects or to take back the goods by crediting the invoiced amount or to make a replacement free of charge within a reasonable period or to credit the purchaser with the reduced value of the goods.

8.2 If the seller delivers goods outside Germany at the request of the buyer, the buyer is obliged to independently carry out any necessary recycling law registrations and reports for these goods in the country of destination in question.

8.3 Seller is not liable for any loss or damage suffered by Purchaser. This exclusion of liability does not, however, extend to claims by Purchaser which:

8.3.1 are based on loss of life, physical injury or impairment of health attributable to a negligent breach of duty on the part of Seller or a wilful or negligent breach of duty by Seller's legal representatives or vicarious agents;

8.3.2 qualify as other claims and are based upon gross negligence on the part of Seller or wilful or gross negligence on the part of Seller's legal representatives or vicarious agents;

8.3.3 arise under the terms of the Product Liability Act (ProdHaftG) or **8.3.4** result from a breach of essential contractual obligations (so-called cardinal duties).

In the case of claims as per 8.3.1 and 8.3.2 Seller is liable in full; for claims as per 8.3.3 Seller's liability is as provided for by law. In the case of claims

as per 8.3.4 Seller is liable for typically foreseeable losses; for typically foreseeable losses Seller is liable up to a maximum of EUR 2,500.00, or for purely pecuniary losses up to a maximum of EUR 1,250.00. If and to the extent that damage within the meaning of item 8.3.4 is covered by damage insurance and the insurance company agrees to settle higher amounts than those specified in item 8.3.4, the seller shall be liable up to the amount actually settled by the insurance company in the specific case of damage. Insofar as Seller is liable for typically foreseeable losses, liability for indirect or consequential loss is excluded.

9. Notices pursuant to the German Batteries Act (BattG)

As a seller of batteries and rechargeable accumulators (or of equipment which contains batteries and rechargeable accumulators), Seller is obliged under the terms of the Batteries Act (BattG) to issue the following notices to Purchaser:

a) Batteries and rechargeable accumulators may be returned to Seller after use or handed back free of charge locally (e.g. in local retail stores or at municipal collection points).

b) Batteries and rechargeable accumulators may not be disposed of with domestic waste; users are obliged by law to return used batteries and rechargeables.

c) The symbol portraying a waste bin crossed through means that batteries and rechargeable accumulators may not be disposed of with domestic waste. The meaning of the lettering displayed beneath this symbol is as follows:

Pb: Battery/rechargeable contains lead

Cd: Battery/rechargeable contains cadmium

Hg: Battery/rechargeable contains mercury

10. Written form, place of fulfilment, jurisdiction, choice of law, severability clause

10.1 The Parties agree that any alteration, cancellation or amendment of these GTC and/or any contract must be made in writing. This likewise applies to any alteration/cancellation of the requirement for the written form which may not be dispensed with even in individual cases.

10.2 The place of fulfilment in respect of duties incumbent on both Seller and Purchaser is the head office location of Seller (Braunschweig/Brunswick, Germany).

10.3 Provided that Purchaser is a merchant, legal entity constituted under public law or special public fund or if Purchaser has no general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for any and all disputes between Seller and Purchaser is Seller's head office location (Braunschweig/Brunswick, Germany).

10.4 These GTC and any contract are subject to the law of the Federal Republic of Germany; the UN Convention on the International Sale of Goods is excluded.

10.5 Should any of the contractual provisions agreed between Seller and Purchaser be or become invalid, ineffective or unenforceable or fail to contain a provision which is necessary in itself, this shall not only not affect the validity of the remaining provisions of the contract in case of doubt, but the validity of the remaining provisions of the contract shall always be maintained. In place of the invalid, ineffective or unenforceable provision or for the execution of the loophole, a legally permissible provision shall apply which corresponds as far as possible to what the parties have wanted or would have wanted according to the meaning and purpose of the contract if they had recognized the loophole.

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as of: January 2020
