# General Terms and Conditions for Deliveries and Services of ME MOBIL ELEKTRONIK GmbH

## I. General Provisions

1. The following terms and conditions apply to all contracts concluded between the customer and M-SYS Mobil Systems GmbH for deliveries and/or services of ME MOBIL ELEKTRONIK GmbH, provided the customer is an entrepreneur, a legal entity under public law, or a special fund under public law. They only apply to contractual partners in Europe. The contract language is German. In case these general terms and conditions are translated, the German version remains the contractual basis in cases of doubt or translation discrepancies.

2. Orders are executed exclusively based on the following conditions. Any conditions or contract-altering provisions of the customer are hereby expressly rejected. The present conditions take precedence in any case, even if opposing conditions of the customer are not expressly rejected by us.

3. There are no divergent oral side agreements at the time of contract conclusion. The validity of orally agreed individual agreements made after contract conclusion remains unaffected.

4. These general terms and conditions also apply to all future business relationships, even if they are not explicitly referred to. If the parties have concluded a framework agreement, these general terms and conditions apply to both the framework agreement and the individual delivery or purchase contract.

## II. Offer and Conclusion of Contract

1. A customer's order, which is to be qualified as a legally binding offer to conclude a contract, can be accepted by us within two weeks at our discretion by sending an order confirmation or by providing the ordered deliveries or services without reservation. In the case of an order confirmation, the text of the order confirmation is decisive for the nature and content of the resulting contract. The customer is obliged to check this in all parts and to immediately report any deviations in writing.

2. Our offers are non-binding and without obligation unless we have expressly designated them as binding. Information about our goods (in particular technical data, measurements, interface and functional descriptions, as well as descriptions in the respective product information or advertising materials, etc.) are only approximate and customary in the industry; they are not guaranteed qualities unless the guarantee is expressly and in writing.

3. Requested samples are charged based on effort.

4. The information contained in catalogs, brochures, and other written documents must be checked by the customer for suitability for the intended application before acceptance and use. This also applies to the selection of suitable materials. It is the customer's responsibility to inform us of any specific legal requirements in their country at the time of order, insofar as these requirements could affect our goods. Technical improvements and other reasonable changes and deviations from the models or types shown in our catalogs and brochures are reserved. This also applies to all technical information. We may correct errors in sales brochures, price lists, offer documents, or other documents caused by errors without being liable for damages resulting from these errors.

5. Regarding products to be developed and/or manufactured according to customer drawings or specifications, we only assume an obligation for execution in compliance with specifications. We are not obliged to check the customer's specifications and/or requirements for conformity and/or functionality; the customer exclusively assumes responsibility for these specifications.

## III. Prices and Payment Terms

1. Our prices apply, unless otherwise stipulated, ex-works Langenbeutingen plus shipping costs, packaging, customs, insurance, and other applicable charges. The statutory VAT is not included in our prices. We will show this separately in the statutory amount on the day of invoicing.

2. Unless otherwise agreed, invoices are payable within 30 days from the invoice date or, if later, from the date of service provision without deduction. In the case of check payments, the payment is considered made only when the check is cashed.

3. If the customer does not pay within the aforementioned period, they are in default without the need for a reminder. In the event of default, we are entitled to charge default interest of eight percentage points above the base rate. Further claims remain reserved. If the customer does not pay even after a further payment reminder, we are entitled to make all outstanding claims against the customer, including deferred or installment payments, immediately due and to refuse any further deliveries.

4. The customer is only entitled to offset and/or retain if the counterclaims arise from the same contractual relationship. If it is a delivery under a framework contract or other long-term contractual relationship, the offsetting option exists only concerning claims from the specific legal relationship from which the main and counterclaims result. If the counterclaim does not arise from the same contractual relationship, the customer can only offset if the counterclaims have been legally established, acknowledged by us, or are undisputed.

5. Price changes are permissible if more than 4 months have passed between contract conclusion and the agreed delivery date, and the price change is due to a current cost increase that we are not responsible for. We will notify the buyer in good time and before delivery of the goods. A price increase is possible if labor, material, transport, or insurance costs increase significantly, i.e., by 10% or more, before delivery. The same applies to exchange rate fluctuations, currency regulations, and customs changes. In these cases, we are entitled to increase the price appropriately.

**IV. Retention of Title**

1. The goods delivered by us remain our property until all claims against the customer arising from the business relationship and/or the specific contract have been fulfilled. In the event of the customer's contractual breach, e.g., payment default, we have the right to take back the goods subject to retention of title after setting a reasonable deadline. Taking back or pledging the goods does not constitute a withdrawal from the contract unless we have expressly declared this. We are entitled to exploit the goods subject to retention of title after taking them back. After deducting a reasonable amount for the exploitation costs, the proceeds from the exploitation are to be credited against the amounts owed by the customer.

2. The customer must handle the goods subject to retention of title with care and adequately insure them at their expense against fire, water, and theft damage at new value. The customer is also obliged to provide information about the condition of the goods and their storage location upon request.

3. The customer is entitled to resell and/or use the goods subject to retention of title in the regular course of business, provided they are not in default of payment. Pledges or transfers by way of security are not permitted. The claims arising from the resale or another legal reason (e.g., insurance, tort) concerning the goods subject to retention of title (including all balance claims from the current account) are already now assigned to us by the customer in full for security purposes; we accept the assignment. We revocably authorize the customer to collect the claims assigned to us in their own name. The collection authorization can be revoked at any time if the customer does not duly fulfill their payment obligations. The customer is not entitled to assign these claims for collection by way of factoring unless the obligation of the factor is simultaneously established to effect the counterperformance directly to us as long as there are still claims against the customer.

4. Any processing of the goods subject to retention of title by the buyer is carried out on our behalf. If the goods subject to retention of title are mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (invoice amount including VAT) to the other processed items at the time of processing. If the buyer's item is considered the main item due to the processing, the buyer and we agree that the buyer transfers co-ownership of this item to us proportionately; we accept the transfer. The buyer holds our resulting sole or co-ownership of the item in safekeeping for us. The same applies to the new item created by processing or transformation as to the goods subject to retention of title, with the limitation that the buyer only assigns claims against third parties to us to the extent that we have acquired co-ownership according to the above.

5. In case of third-party access to the goods subject to retention of title, especially in the event of seizures, the buyer will point out our ownership and notify us immediately so that we can enforce our ownership rights. As far as the third party is not able to reimburse us for the judicial or extrajudicial costs arising in this connection, the customer is liable for these.

6. We are obliged to release the securities to which we are entitled to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.

## V. Delivery and Performance Time, Liability in Case of Delivery Delay

1. Delivery dates or deadlines that have not been expressly agreed as binding are non-binding. They are only approximate and describe the anticipated delivery date. Deviating agreements regarding a binding delivery time must be expressly made in writing. The delivery period does not start until the customer has duly and completely provided the actions owed by them.

2. If we do not receive deliveries or services from our suppliers or subcontractors despite proper procurement, not correctly, or not on time, or if force majeure events occur, we will inform our customer promptly in writing. In this case, we are entitled to postpone the delivery or service by the duration of the hindrance or to withdraw from the contract wholly or partially concerning the part not yet fulfilled, provided we have met our above information obligation and have not assumed the procurement or manufacturing risk. Force majeure includes strikes, lockouts, governmental interventions, shortages of energy and raw materials, unavoidable transport disruptions, unavoidable operational disruptions such as fire, water, and machinery damage, and all other hindrances not culpably caused by us. If the delivery or service is delayed by more than one month, both we and the customer are entitled to withdraw from the contract concerning the affected quantity, excluding any claims for damages. The customer is entitled to withdraw from the entire contract if acceptance of a partial delivery is unreasonable.

3. We are in delay only after the customer has set a reasonable grace period of at least two weeks for the outstanding performance and this period has expired without success. Claims for damages due to delayed delivery are excluded unless caused by intent or gross negligence on the part of our legal representatives, executive staff, or vicarious agents. For delays resulting from slight negligence on our part, we are liable only for typically foreseeable damage. Further claims for damages due to delayed delivery are excluded. In all cases of our liability due to delay in delivery, this is limited to a maximum of 10% of the delivery value. The customer is only entitled to a right of withdrawal if we are responsible for the delay.

4. If the customer is in default of acceptance or culpably violates other cooperation obligations, we are entitled to demand compensation for the damages incurred, including any additional expenses. We are also entitled, at our discretion, to set a reasonable period and, after its unsuccessful expiry, to dispose of the goods otherwise and to supply the customer with a reasonably extended deadline. Further claims remain reserved.

5. We are entitled to make partial deliveries or render partial services if: a) The partial delivery is usable for the customer within the scope of the contractual intended purpose, b) The delivery of the remaining ordered goods is ensured, and c) The customer does not incur significant additional effort or additional costs as a result, unless we agree to bear these costs.

## VI. Warranty and Liability

1. The customer's warranty rights presuppose that they have properly fulfilled their obligations to inspect and report defects under § 377 HGB.

2. Warranty claims are excluded in cases of only minor deviations from the agreed quality, in cases of only minor impairment of usability, in cases of natural wear and tear or damages arising after the risk transfer due to improper or negligent handling, excessive strain, unsuitable operating materials, deficient construction work, unsuitable building ground, or due to particular external influences not assumed under the contract, as well as non-reproducible software errors. If the customer or third parties make improper modifications or repair work, no warranty claims exist for these and the resulting consequences.

3. Claims for defects expire twelve months after delivery. For claims for damages under § 8, the statutory periods apply. Used items are supplied under exclusion of any warranty.

4. If a defect is present, we provide, at our discretion, warranty by rectification or replacement delivery (subsequent performance). The replaced parts become our property. In case of rectification, we are obliged to bear all expenses necessary for the purpose of defect rectification, especially transport, travel, labor, and material costs, provided these costs are not increased because the purchased item has been moved to a location other than the place of performance.

5. If the subsequent performance fails, the customer can demand withdrawal from the contract or reduction in price.

6. Claims for damages exist only under § 8. Further or other claims due to defects are excluded.

**VII. Liability for Damages**

1. Claims for damages and reimbursement of expenses by the customer (hereinafter referred to as claims for damages), irrespective of the legal basis, especially due to breach of duties from the obligation and tort, are excluded.

2. This does not apply if liability is mandatory, e.g., under the Product Liability Act, in cases of intent, gross negligence, injury to life, body, or health, due to the assumption of a warranty, or due to the violation of essential contractual obligations. However, the claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless intent or gross negligence is involved or liability is due to injury to life, body, or health. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

3. If the customer is entitled to claims for damages under this provision, they expire upon the expiration of the limitation period applicable to claims for defects under § 6. This does not apply to claims for damages under the Product Liability Act.

**VIII. Place of Performance, Jurisdiction, and Applicable Law**

1. The place of performance for all obligations arising from the contractual relationship is our place of business in Langenbeutingen, unless otherwise agreed.

2. The exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Heilbronn, Germany. However, we are also entitled to sue at the customer's place of business.

3. The law of the Federal Republic of Germany applies exclusively to the contractual relationship, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

**IX. Final Provisions**

1. Amendments and supplements to these general terms and conditions and the contract concluded between the parties, including this written form clause, must be made in writing.

2. Should individual provisions of these general terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a valid provision that comes closest to the economic purpose intended by the parties shall apply.