

General Terms and Conditions Ka-Ro electronics GmbH, as of 07.2022

• 1 Validity, conclusion of contract

All offers, sales, deliveries and services of Ka-Ro electronics are exclusively based on the following terms and conditions, even if Ka-Ro electronics has not objected to deviating terms and conditions of the customer. The terms and conditions are an integral part of all contracts concluded by Ka-Ro electronics with its contractual partners concerning its deliveries and services; they are recognised by placing the order or accepting the delivery. The offers of Ka-Ro electronics are subject to change and non-binding. Orders are deemed to be accepted when they are confirmed in writing by Ka-Ro electronics. Delivery and invoice are simultaneously regarded as order confirmation.

• 2. Prices

All prices are ex works, excluding packaging and insurance plus the applicable statutory VAT. If, after conclusion of the contract, extraordinary, significant increases in cost factors (e.g. components, additional raw materials and supplies, freight or packaging materials) occur at Ka-Ro electronics or its sub-suppliers and lead to a significant increase in purchase prices or overheads, Ka-Ro is entitled to demand an appropriate price adjustment from the customer.

• 3. product description

All Ka-Ro electronics information on the subject of the delivery and service (e.g. weight, dimensions, utility values, load capacities, tolerances and technical data etc.) as well as the illustrations of the products in catalogues are only approximate. They are not warranted characteristics, but descriptions. Deviations customary in the trade or changes that are made on the basis of legal regulations or represent technical improvements are permissible insofar as they do not impair the usability for the contractually intended purpose. Ka-Ro electronics reserves the right to make partial deliveries in any case.

• 4. payment and settlement

All invoice amounts are payable within 14 days without deduction. Other payment terms, e.g. 30 days net, require a separate written agreement. The date of receipt by Ka-Ro electronics is decisive for the date of payment. Cheques, bills of exchange and bank transfers are only deemed to be payment after they have been permanently credited to one of the Ka-Ro electronics accounts. Retention claims for reasons of offsetting against counterclaims of the customer are only permissible if these counterclaims and / or have been legally established. Ka-Ro electronics reserves the right to charge a handling fee of € 15 for small orders up to € 299.00.

• 5. retention of title

The delivered goods remain the property of Ka-Ro electronics until full payment of all claims arising from the business relationship, including ancillary claims, claims for damages and encashment of cheques and bills of exchange. Until revoked, the purchaser is entitled to resell the reserved goods in the normal course of business; however, he is not permitted to pledge, transfer by way of security or assign the goods by way of security. Claims of the purchaser arising from the resale of the goods subject to retention of title are hereby assigned to Ka-Ro electronics; Ka-Ro electronics accepts this assignment. Until revoked, the Purchaser shall be authorised to collect the assigned claims as long as he meets his payment obligations within the framework of the agreed payment targets. If the

value of the securities existing for Ka-Ro electronics exceeds its claims by more than 15 % in total, Ka-Ro electronics shall be obliged to release securities of its choice at the Purchaser's request. If Ka-Ro electronics takes back the delivery item on the basis of the retention of title, this shall only constitute a withdrawal from the contract if Ka-Ro electronics expressly declares this. The purchaser is obliged to have the goods subject to retention of title insured against damage at his own expense. Extended retention of title with processing clause. The same shall apply if Ka-Ro electronics delivers the item to its purchaser, who processes the item and both agree that Ka-Ro electronics shall be deemed to be the processor within the meaning of § 950 BGB (so-called extended retention of title with processing clause). In this case, Ka-Ro electronics shall be deemed to be the owner of the item created by processing.

• 6 Transfer of risk / deliveries

Agreed delivery clauses shall be interpreted in accordance with the Incoterms applicable at the time of conclusion of the contract. In the absence of a special delivery clause in the contract, the delivery item is deemed to be delivered "ex works" (EXW). If, in the case of EXW delivery, Ka-Ro electronics undertakes to ship the delivery item to its destination at the request of the purchaser, the risk shall pass at the latest at the time when the first carrier takes delivery of the delivery item. Partial deliveries are permitted in the absence of deviating agreements. The type of dispatch and packaging is at the discretion of Ka-Ro electronics. The customer is obliged to check the goods immediately after receipt for damage and freedom from defects. Defects, incorrect or short deliveries must be reported to Ka-Ro within 7 days of receipt at the latest. otherwise the goods shall be deemed to have been approved. If dispatch is delayed at the instigation of the purchaser by more than one month after notification of readiness for dispatch, Ka-Ro electronics may charge storage costs amounting to 0.5% of the price of the delivery for each month or part thereof, up to a maximum of 5%. The contracting parties are at liberty to prove higher or lower costs. The delivery time stated by Ka-Ro electronics is non-binding. Events of force majeure, breakage, fire or machine damage, delays in the delivery of raw materials or supplies or other materials shall release Ka-Ro electronics from compliance with the stated delivery time. The contractual relationship remains unaffected by this. The customer remains bound by the contract and is obliged to accept the goods in any case. The impossibility of performance shall release Ka-Ro electronics from its Delivery obligations. In the event of delays occurring, the purchaser must set Ka-Ro electronics a grace period of at least 18 weeks.

• 7. Deficiencies

In the event of demonstrably defective delivery, Ka-Ro electronics is obliged, at its own discretion, to remedy the defect or to make a replacement delivery. In the event of failure of the rectification of defects or replacement delivery, the purchaser may, at his discretion, demand withdrawal from the contract or a reduction in price, to the exclusion of all further claims, irrespective of their nature and on whatever legal grounds.

The purchaser is obliged to observe the specifications (RMA process) of Ka-Ro electronics for any returns. (return confirmation / complaint with the request to return the test report with all data and any abnormalities within 14 working days including samples). Further claims of the purchaser due to material defects are - as far as legally permissible - excluded, as long as no attention is paid to the absence of warranted characteristics.

Claims for material defects shall become statute-barred after 12 months from the 01. transfer of risk. Acknowledgement of material defects must always be made in writing. In the case of warranties of quality, which are intended to protect the purchaser against the risk of any consequential damage caused by a defect, Ka-Ro electronics shall be liable for damages subject to and in accordance with the statutory provisions. However, liability is limited to typical and foreseeable damage.

- 8. Liability

Claims for compensation for consequential harm caused by a defect, as well as claims for damages arising from impossibility, from non-fulfilment of warranted characteristics, from culpable breach of contract, from culpa in contrahendo and from tort are excluded both against Ka-Ro electronics and against the vicarious agents. Vicarious agents of Ka-Ro electronics are excluded, unless the damage was caused intentionally or by gross negligence. This limitation of liability does not apply if

- a) claims for damages are derived from warranties of characteristics which are intended to protect the customer against the risk of consequential harm caused by a defect;
- b) Ka-Ro electronics violates contractual obligations, the fulfilment of which is a prerequisite for proper performance (cardinal obligations);
- C) liability under the Product Liability Act for personal injury and property damage to privately used objects in the event of defects in the delivery item. In the event of slight negligence in these cases, Ka-Ro electronics shall only be liable for the reasonably foreseeable damage typical of the contract.

- 9. liquidated damages

If the purchaser withdraws from the contract without justification or if he does not fulfil his acceptance obligations or if he is more than 30 working days in arrears with due payments, Ka-Ro electronics is entitled to demand compensation for non-performance. The same applies if the legal requirements for a right of withdrawal or extraordinary termination exist for Ka-Ro electronics for other reasons and Ka-Ro electronics has made use of this right. In these cases, Ka-Ro electronics is entitled to claim 20 % of the (gross) purchase price as compensation, irrespective of the possibility of claiming higher, actual damages, whereby proof of damage is not required. However, the customer is at liberty to prove that Ka-Ro electronics has suffered less damage in individual cases.

- 10. Tools

Tools and equipment remain the property of Ka-Ro electronics in all cases, even if they have been invoiced and paid for proportionally. Ka-Ro electronics reserves the right to pass on to the customer the costs incurred for the manufacture of a tool intended for the production of a customised product.

- 11. final provisions

The place of performance is Aachen. The legal relationship between the customer and Ka-Ro electronics is subject exclusively to the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of jurisdiction for both parties - insofar as the customer is a merchant within the meaning of the German Commercial Code - is Aachen.

Should any provision of the above GTC be or become invalid, the remaining provisions shall remain unaffected. The parties undertake to replace an invalid provision with a provision that comes as close as possible in economic terms to the purpose pursued by the invalid provision.

These terms and conditions apply until revoked.