

Terms and conditions of purchase

1. Scope of application

- 1.1 These Terms and Conditions of Purchase shall apply to all purchases made by ELECTROSTAR with suppliers who are entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law or special funds under public law, but not to contracts with consumers. A purchase within the meaning of sentence 1 also exists if the ordered goods are manufactured according to ELECTROSTAR's specifications or with a tool or means of production provided by ELECTROSTAR.
- 1.2 These Terms and Conditions of Purchase shall also apply to future contracts, unless they are based on more recent terms and conditions. The supplier's general terms and conditions are hereby rejected. These shall not become part of the contract.

2. Conclusion of contract and delivery

- 2.1 All deliveries must fulfil the requirements of the EU Directives on waste electrical and electronic equipment (WEEE Directive) and on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) as well as the corresponding German regulations (currently ElektroG) in their latest versions. This also applies in particular to the labelling of appliances, the avoidance of prohibited substances and the provision of information on disposal companies.

ELECTROSTAR must be informed immediately and without being asked of any changes to the legal situation between conclusion of the contract and delivery and these must be taken into account in the delivery.

The same applies to compliance with EU regulations on the registration, evaluation, authorisation and restriction of chemicals (REACH Regulation). Necessary registrations and authorisations shall be made and obtained. The supplier shall provide ELECTROSTAR with sufficient information on the contractual products for safe use without being requested to do so.

The delivered items and their packaging must not contain any components that are designated as substances of very high concern in the annexes to the REACH Regulation. If this cannot be complied with and if such substances are contained in a concentration of more than 0.1%, ELECTROSTAR must be expressly informed of this.

In the event of a breach of one of these obligations, the supplier shall be obliged to pay damages, and in particular shall indemnify ELECTROSTAR against claims for damages by third parties upon first request.

- 2.2 In case of doubt, the service owed shall be determined in accordance with the order placed by ELECTROSTAR.

ELECTROSTAR GmbH

- 2.3 ELECTROSTAR shall be bound to an order for 5 working days. The commitment shall expire if the supplier does not accept the order within this period. The contract shall be concluded by ELECTROSTAR's order and the supplier's declaration of acceptance (order confirmation).
- 2.4 Deliveries shall be made free domicile ELECTROSTAR in compliance with ELECTROSTAR's packaging instructions, which can be viewed on ELECTROSTAR's homepage.
- 2.5 If a delivery date or delivery deadline is not met, the supplier shall be in default without the need for a reminder. The damage caused by delay to be reimbursed by the supplier shall amount to 2% of the value of the goods with which the supplier is in default for each working day, but not more than a total of 10% of the value of the goods. Both parties are free to prove that the actual damage caused by delay is higher or lower than the agreed lump sum.
- 2.6 If the supplier is in default, ELECTROSTAR may set a grace period under threat of cancellation. After expiry of the grace period, ELECTROSTAR may declare cancellation of the contract, demand return of the tool or the means of production in accordance with clause 5 and claim damages in lieu of performance.
- 2.7 The quantities, dimensions, weights and quality characteristics determined by the ELECTROSTAR incoming goods inspection shall be decisive for the scope and content of the delivery.
- 2.8 ELECTROSTAR shall not be obliged to accept partial or excess deliveries that have not been agreed. ELECTROSTAR may reject them or store them at the supplier's expense and risk. The same shall apply to deliveries made before the agreed date.

3. Prices and payment

- 3.1 In case of doubt, the prices stated in the order shall apply for delivery free domicile or free place of fulfilment. If the order does not yet contain a price, the contract shall not be concluded until the price has been agreed.
- 3.2 Payment shall only become due after receipt of the faultless delivery and a verifiable invoice, but not before the agreed delivery date. If partial deliveries are accepted, the due date shall only occur as soon as the complete delivery has been made.
- 3.3 Payment shall be made within 14 days of receipt of invoice with 3% discount or within 60 days net.

4. Warranty

- 4.1 The warranty shall be governed by the statutory provisions with the following proviso:

ELECTROSTAR GmbH

- 4.2 If the supplier fails to fulfil its obligation of subsequent performance within a grace period set by ELECTROSTAR, or if subsequent performance by the supplier is not possible within the period set by ELECTROSTAR, ELECTROSTAR shall be entitled to remedy defects itself or have them remedied at the supplier's expense, or to choose an alternative solution. Any resulting costs shall be borne by the supplier.
- 4.3 ELECTROSTAR shall not be obliged to immediately inspect and give notice of defects. ELECTROSTAR is only obliged to give notice of defects immediately upon receipt of the goods that are externally recognisable without inspection. In any case, a complaint made within 8 weeks of discovery of the defect shall be deemed timely.
- 4.4 If deliveries lead to complaints more than three times within 6 months, and if it cannot be excluded without further ado that further defective deliveries are to be feared, ELECTROSTAR shall be entitled to refuse fulfilment of the remainder of the contract and to claim damages instead. This obligation to pay damages also includes tool costs paid by ELECTROSTAR, insofar as these have not already been amortised.

5. Means of production

- 5.1 Drawings, parts lists, functional samples, models, gauges, tools and other means of production which ELECTROSTAR has produced or makes available to the supplier may only be used in the interest of ELECTROSTAR, i.e. in particular may not be made accessible to third parties or used in the interest of third parties.
- 5.2 Manufacturing equipment may only be modified with the written consent of ELECTROSTAR.
- 5.3 The supplier shall store production equipment carefully and protect it from damage and access by third parties. The supplier shall bear the costs for maintenance, care, repairs and, if necessary, replacement of damaged or worn parts. The supplier shall insure the means of production against fire and against any loss of production and shall provide ELECTROSTAR with proof of this upon request.
- 5.4 If ELECTROSTAR requests the return of production equipment, the supplier shall comply with this request immediately at its own expense. The return must be made to ELECTROSTAR at its registered office or to another recipient address specified by ELECTROSTAR. Any right of retention is excluded.

6. Confidentiality

- 6.1 The supplier shall treat as confidential all information and knowledge disclosed to it in connection with the goods to be delivered, in particular the intended use of the same by ELECTROSTAR. In this respect, these are business secrets within the meaning of § 2 of the law on the protection of business secrets. Disclosure to third parties is not permitted.
- 6.2 The provision in Section 6.1 shall not apply to information that was already known to the supplier before the commencement of the business relationship with ELECTROSTAR or that can be taken from generally accessible sources.

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7. Transfer of ownership

- 7.1 If ELECTROSTAR provides material, title to the goods to be manufactured shall pass to ELECTROSTAR at the time of commencement of production. The supplier then carries out the production for ELECTROSTAR and as its subcontractor and exercises ownership of the finished product for ELECTROSTAR in accordance with the provisions of a free custodian.
- 7.2 If the supplier manufactures tools or other means of production on behalf of ELECTROSTAR, ownership of these shall pass to ELECTROSTAR as soon as ELECTROSTAR makes a payment for these, even if this is only a down payment. The supplier then exercises possession for ELECTROSTAR as a borrower free of charge. He is authorised to possess the means of production for ELECTROSTAR in a manner that can be revoked at any time. Any right of retention is excluded.

8. Final provisions

- 8.1 Amendments and supplements to this contract must be made in writing to be effective. This written form requirement can also only be waived in writing.
- 8.2 The contract shall be governed by German law to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods. The law that would be applicable if both parties had their registered office in the Federal Republic of Germany shall therefore apply.
- 8.3 Should a provision of this contract be or become invalid, this shall not affect the validity of the remainder of the contract. The parties are obliged in good faith to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision.
- 8.4 The place of fulfilment and jurisdiction is the registered office of ELECTROSTAR.