

General Terms and Conditions of Sale / Status 27.06.2023

These General Conditions of Sale and Delivery are a translation of the German text of our General Conditions of Sale and Delivery. In event of contradictions between the original German text and its translation the German version takes precedence.

Scope

These terms and conditions of sale of **Unitek Industrie Elektronik GmbH** apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). We shall only recognise terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing.

Individual agreements made with the buyer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

Software

In the case of standard software/firmware and technology modules, the purchaser shall receive a non-exclusive right of use to this software for an unlimited period of time for the use of the equipment supplied. The right of use is transferable within the framework of the contractual agreements. Duplications are only permitted for the intended use. The purchaser is not entitled to modify the software.

Offer and order

Unitek's quotations are only binding for the specified period. Orders must be submitted in writing. They shall not be deemed accepted until confirmed in writing by Unitek. Changes or additions to the original order require written confirmation by Unitek.

Unitek reserves the material and intellectual property rights to cost estimates, drafts, technical drawings and other documents. They may only be reproduced and made accessible to third parties with the consent of Unitek.

Prices and payment

Prices are ex works, excluding freight, cartage, packaging, assembly and commissioning, plus the applicable statutory VAT. Packaging will only be taken back by written agreement.

The costs for any insurance shall be borne by the customer.

Prices are based on the current cost situation. In the event of a significant change in this basis or in the event of currency conversions, Unitek shall be entitled to adjust its prices. The adjustment will be communicated to the customer in writing.

Payment of the purchase price shall be made exclusively to the account specified in the order confirmation.

The terms of payment are stipulated in the offer and in the order confirmation.

If the payment deadline is exceeded, Unitek reserves the right to charge interest of 8% above the respective Bundesbank discount rate and to declare claims that are not yet due or have been deferred as due.

Offsetting against the purchase price as well as its retention are only permissible if the counterclaims of the buyer are recognised by Unitek or have been legally established.

Delivery time

Unless an express binding delivery date has been agreed, our delivery dates or delivery periods are exclusively non-binding information. The commencement of the delivery period stated by us presupposes the timely and proper fulfilment of the purchaser's obligations. We reserve the right to plead non-performance of the contract.

If, prior to delivery of the delivery item, the purchaser requests a change in the design, the delivery period shall be interrupted for the purpose of agreeing on the change requests and, if necessary, extended. Unitek reserves the right to make insignificant changes in design and form during the delivery period which serve technical progress.

Unitek is not liable for impossibility of delivery or for delays in delivery, insofar as these are caused by force majeure or other events which were not foreseeable at the time of the conclusion of the contract (e.g. operational disruptions of all kinds, military political events, difficulties in the procurement of materials or energy, transport delays, strikes, lawful

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lock-outs, shortages of labour, energy or raw materials, difficulties in the procurement of necessary official permits, official measures or pandemics for which Unitek is not responsible).

of necessary official approvals, official measures or pandemics, untimely self-delivery by our supplier despite corresponding contractual agreement), for which Unitek is not responsible. Insofar as such events make the delivery or service considerably more difficult or impossible for us and the hindrance is not only of temporary duration, Unitek is entitled to withdraw from the contract. In the case of hindrances of temporary duration, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. If the buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, he can withdraw from the order by means of an immediate written declaration to us.

Unitek is liable in the case of the delay of delivery not caused by us deliberately or roughly negligently for each completed week of delay in the context of a lump-sum delay compensation at a value of 0.5% of the delivery value, at the most, however, not more than 5% of the delivery value for that part of the delivery, for which the buyer can credibly show that he has incurred a damage and he could not use this purposefully due to the delay.

Further legal claims and rights of the purchaser due to a delay in delivery remain unaffected.

If the buyer is in default of acceptance or if he culpably violates other duties to co-operate, Unitek shall be entitled to demand compensation for the damage incurred in this respect. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the buyer at the point in time at which the buyer is in default of acceptance or debtor's delay.

Transfer of risk during shipment

Delivery is ex works Unitek, which is also the place of performance for the delivery and any subsequent performance. The risk of accidental loss or accidental deterioration of the goods shall pass to the buyer upon handover.

If the goods are shipped to the buyer at the buyer's request, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.

At the request and expense of the buyer, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance).

Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

If the buyer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the buyer at the point in time at which the buyer is in default of acceptance or debtor's delay.

Retention of title

Unitek retains ownership of the delivered item until full payment of all claims arising from the delivery contract. This shall also apply to all future deliveries, even if we do not always expressly refer to this. Unitek shall be entitled to reclaim the purchased item if the customer behaves in breach of contract.

The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to Unitek.

The buyer is obliged to treat the object of sale with care as long as ownership has not yet passed to him. In particular, he is obliged to insure it adequately at his own expense against theft, fire and water damage at the replacement value. As long as ownership has not yet been transferred, the buyer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to section 771 of the German Code of Civil Procedure (ZPO), the buyer shall be liable for the loss incurred by Unitek.

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The buyer is entitled to resell the reserved goods in the normal course of business. The buyer hereby assigns to us the claims against the customer arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the purchased goods have been resold without or after processing. The buyer remains authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, Unitek will not collect the claim as long as the buyer meets his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.

The processing or transformation of the goods by the buyer is always carried out in our name and on our behalf. In this case, the purchaser's expectant right to the goods shall continue in the transformed item. If the goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our goods to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the buyer's item is to be regarded as the main item, it shall be deemed to be agreed that the buyer transfers co-ownership to us on a pro rata basis and keeps the sole ownership or co-ownership thus created for us.

If the realisable value of the securities exceeds our claims by more than 20 %, Unitek shall release securities of our choice at the request of the buyer.

Warranty and notice of defects

The statutory provisions shall apply to the purchaser's rights in the event of material defects and defects of title, unless otherwise stipulated below.

Warranty rights of the buyer presuppose that he has duly fulfilled his inspection and complaint obligations owed under section 377 of the German Commercial Code (HGB).

Obvious defects must be reported in writing within 10 working days from delivery and defects not recognisable during the inspection within the same period from discovery. If the purchaser fails to carry out the proper inspection and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

Product descriptions and manufacturer's specifications in particular shall be deemed to be an agreement on the quality of the goods. Advertising brochures and catalogues are not binding.

Claims for defects shall become statute-barred 12 months after delivery of the goods supplied by us to our purchaser. The statutory limitation period shall apply to claims for damages in the event of intent and gross negligence as well as in the event of injury to life, body and health which are based on an intentional or negligent breach of duty by the user. Our consent must be obtained before any goods are returned.

If, despite all due care, the delivered goods show a defect which was already present at the time of the transfer of risk, Unitek shall, at its discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. We shall always be given the opportunity to remedy the defect within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction.

If the supplementary performance fails, the buyer may - irrespective of any claims for damages - return the goods at cost or reduce the remuneration.

Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear as well as in the case of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials or due to special external influences which are not assumed under the contract. If the purchaser or third parties carry out improper repair work or modifications, there shall also be no claims for defects for these and the resulting consequences.

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We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, in accordance with the statutory provisions (Section 439 (2) of the German Civil Code (BGB)) if there is actually a defect. Otherwise, we may demand reimbursement from the buyer of the costs (in particular inspection and transport costs) arising from the unjustified request for rectification of the defect.

Further liability

Unless otherwise stated in these GCS (General Terms and Conditions of Sale), we shall be liable as follows:

Unitek shall be liable in the event of intent, gross negligence on the part of our legal representatives and employees, fraudulent intent, and for damages resulting from injury to life, limb or health for which we are responsible.

For guarantees assumed, for claims arising from the Product Liability Act and insofar as a legally binding liability exists for other reasons.

Our liability per case of damage is limited to the respective order volume of the respective individual order,

Unitek shall only be liable for loss of profit, for loss of production in the event of proven intent or fraudulent intent.

Export

The Buyer shall comply with all applicable national and international export control and sanctions regulations, in particular those of the United Nations, the European Union, Germany and the United States. Listed dual-use products may furthermore not be imported into free zones or free warehouses. This obligation only applies insofar as it does not lead to a violation of so-called anti-boycott regulations under EU or German law.

Place of jurisdiction

These GTC and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract shall be Unitek's place of business.

All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.