

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.

## General conditions of Sale and Delivery 2017

### **1. General information**

All deliveries and services of the UNITEK Industrie Elektronik GmbH are provided exclusively according to the following terms and conditions. Thus, UNITEK hereby object to any purchase conditions of the Purchaser unless they are explicitly confirmed in writing by UNITEK.

### **2. Offers and orders**

Any offers submitted by UNITEK are only binding for the period indicated. Orders must be submitted in writing. They are accepted not before UNITEK's written confirmation. Any amendments or supplements to the original order must be confirmed in writing by UNITEK. UNITEK reserves any factual and intellectual property rights in estimates, designs, technical illustrations and sketches, and other documents. Documents must not be reproduced or made available to third parties unless agreed on by UNITEK.

### **3. Prices**

The prices are valid ex works, excluding freight, freight charges, packaging, installation, and commissioning, plus the applicable legal value added tax. 1% of the invoice value will be charged for the packaging. Any return is subject to UNITEK's written agreement. Any insurance costs must be paid for by the Purchaser. The prices are based on the present cost situation. In case of any significant changes of this basis or currency conversions UNITEK has the right to adjust their prices. The Purchaser will then be informed in writing.

### **4. Terms of payment**

The invoice amount is to be paid to UNITEK within 8 days with 3% discount or within 30 days strictly net. Cheques, bills of exchange, etc. are accepted with reservations and only after a prior written agreement. They can be returned at any time without giving any reasons. They are regarded as payment only after their encashment. Discount charges must be paid by the Purchaser. Any offsetting is excluded. If a payment deadline is exceeded UNITEK reserves the right to charge interest of 2% above the respective Bundesbank discount rate and to demand immediate payment of claims not yet due or which have been deferred. Setting off the purchase price or holding back the payment of the purchase price are only permitted if the counterclaims of the Purchaser have been accepted by UNITEK or stated legally binding.

### **5. Reservation of title**

UNITEK reserves title in the delivered goods until fully payment of the contractual payments has been made. As long as the reservation of title is effective any pledging or transfer of the goods by way of security are prohibited. In case of pledging, confiscations, or other instructions or interventions by third parties the Purchaser must inform UNITEK immediately. Resale in the ordinary course of business is allowed until further notice. In the course of this, the purchase price claims, that is, the invoice amount of the reserved goods, are transferred to UNITEK.

In case of the Purchaser's breach of duty, in particular in the event of a default in payment, UNITEK has the right to withdraw from the contract and for the return of the goods if the appropriate deadline given to the Purchaser has expired without success. This shall not affect the legal provisions concerning the dispensability of setting a deadline. The Purchaser shall be obliged to hand over the goods.

### **6. Delivery period**

The delivery period begins with the dispatch of the order confirmation. The delivery time refers to the completion of the product in the UNITEK works. In case the Purchaser wants the product to be modified before it is dispatched, the delivery period is interrupted and, if necessary, extended in order to clarify and agree on the requested modifications. During the delivery period UNITEK reserves the right to make insignificant constructional and formal amendments which serve the technical improvement. The delivery periods indicated to the Purchaser with the order confirmation are only approximate and not binding unless explicitly assured by UNITEK. Unforeseen events that lie outside of UNITEK's control such as interruptions of operation, strikes, lockouts, or political military events will lead to an appropriate extension of the delivery period. Partial deliveries are permitted. If UNITEK is unable to keep the delivery date, the Purchaser may claim compensation upon proof for damages resulting from the delayed delivery. This compensation amounts to a rate of maximal 0.5% per completed week of delay, however, no more than 5% of the price for the delayed goods.

Further claims of the Purchaser for compensation due to delayed deliveries or instead of the services are in all cases excluded even after the expiry of a delivery deadline set for UNITEK. This does not apply in cases of mandatory liability such as in case of intent, gross negligence, or due to injury to life, body or health. The Purchaser may only withdraw from the contract within the scope of legal provisions if UNITEK is responsible for the delivery delay. The above mentioned regulations do not imply a change of the burden of proof to the disadvantage of the Purchaser.

### **7. Transfer of risk**

The risks are transferred to the Purchaser upon date of dispatch ex works even if freight-free delivery or supply has been agreed on. Any insurance against transportation damage shall only be effected by UNITEK on behalf of and at the expense of the Purchaser if ordered in writing. UNITEK will take no responsibility for the least expensive means of shipping.

### **8. Material defects**

If products show a material defect within the limitation period UNITEK shall be liable provided that the reason for the defect had already existed at the time of the transfer of risk. UNITEK shall, at its option, either repair the defective products in its works or replace them. The limitation period for material defects is two years after delivery regardless of the service life. This does not apply in cases of injury to life, negligent breach of duty of UNITEK or in cases of fraudulent concealment of a defect. The legal provisions remain unaffected. UNITEK must immediately be informed in writing of any material defects. Liability for defects shall be excluded if on the part of the Purchaser or third parties improper modifications or repair work are carried out, or if defects are caused by non-observance of the operating instructions, incorrect equipment, improper handling, or by unpredictable natural events (e.g. earthquake, lightning, flood, etc.) as well as by non-reproducible software errors. Any claims on the part of the Purchaser are excluded for expenses necessary for the purpose of supplementary performance, in particular expenses for transportation, travel, labour, and material, due to the fact that the device was later moved to a location other than the registered office of the Purchaser. Recourse claims on the part of the Purchaser against UNITEK according to §478 BGB only exist to the extent that the Purchaser has not made any agreement with his customer, which goes beyond the statutory warranty claims for defects.

### **9. Customer's right of withdrawal**

The Purchaser has the right of withdrawal if the appropriate period of amendment given to UNITEK in writing has expired without result, that is, UNITEK could neither remove possible defects for which they are responsible nor provide for the repair or replacement of the product.

### **10. UNITEK's right of withdrawal**

If UNITEK learns after the order confirmation that the Purchaser is in an unfavourable financial situation, UNITEK is entitled to demand security for their consideration or to withdraw from their delivery obligation.

### **11. Binding character of the contract**

In case one or more agreements of the above mentioned conditions are or become completely or partially invalid then the legal validity of the other agreements and the contract as a whole will remain unaffected thereby.

### **12. Place of performance and jurisdiction**

The place of performance for deliveries is the UNITEK company, for payments Winnenden. The place of jurisdiction for all disputes arising from this contract is Waiblingen provided the Purchaser is a general merchant. In case the customer transfers his residence outside the jurisdictional territory of the ZBO after the conclusion of the contract, the place of jurisdiction will be the registered UNITEK office. The legal relations between the parties are governed by the laws of the Federal Republic of Germany.