

I. General Terms and Conditions of Sale and Delivery of inVENTer GmbH for contracts with entrepreneurs (valid as from 1st April 2019)

1. General terms and conditions

1.1. These General Terms and Conditions of Sale and Delivery (hereinafter "GTCS") of InVENTer GmbH (hereinafter "Seller") shall apply exclusively with respect to entrepreneurs [*Unternehmer*] within the meaning of sec. 14 of the German Civil Code [German acronym: BGB], i.e. to a natural person or legal entity acquiring the goods in the course of its commercial or independent professional activities (hereinafter "Purchaser").

1.2. These GTCS shall apply exclusively to all contracts made between the Seller and the Purchaser for the supply of electrical and technical construction elements, and electrical, electronic and technical modules and components. No general terms and conditions of purchaser or other general terms and conditions of the Purchaser departing herefrom shall apply except where the Seller has expressly acknowledged them in writing. In particular, silence of the Seller with respect to such terms and conditions departing from the present GTCS shall not be deemed any acknowledgment or consent to them, whether now or as to future contracts.

2. Offer, formation of contract, scope of supply

2.1. Offers by the Seller are without engagement and non-binding. Where on the basis of a non-binding offer, the Purchaser issues an order to purchase goods, the contract will not be deemed formed until such time as a written confirmation of the order (if the Purchaser wishes to receive one) is issued (even where the parties have an ongoing business relationship). In all other cases, the contract shall only be formed at such time as the goods are delivered. Where any confirmation of an order is issued, only that confirmation shall be deemed to govern with respect to the substance of the parties' contract, in particular, as to the scope of supply and delivery date.

2.2. Where any order received by the Seller is not confirmed in writing or executed within 2 weeks of its receipt, the Purchaser shall be entitled to cancel the order, but shall not have any right to assert claims for compensatory damages against the Seller based thereon.

2.3. Prices and performance specifications as well as any other representations or warranties shall be binding on the Seller only where they are given by the Seller in writing or confirmed by the Seller in writing. The foregoing shall not apply if any agent expressly authorised by the Seller gives oral representations or warranties after the contract has been formed. Price lists, prices stated in catalogues or on the internet or prices stated in offers are non-binding and therefore merely represent an invitation to treat.

2.4. The documents, drawings, weights, samples etc. attached to the Seller's offer shall only be deemed controlling in an approximate sense. In particular, these shall neither constitute any warranty nor represent any assumption of a procurement risk, except where they are expressly stated in writing to be "legally warranted" or "procurement-risk assumed". A reference to norms and other technical rules shall likewise constitute no indication of quality of the products of the Seller, except where this is expressly referenced as a "quality of the product".

2.5. The Seller shall merely bear a duty to furnish goods from its own stocks of goods (obligation to maintain stocks of goods on hand [*Vorratsschuld*]). The assumption of any procurement risk or of any warranty of quality or characteristics shall similarly not be found present solely as a result of our duty to supply an item of property which is identified only by type.

2.6. Partial deliveries are permitted to the extent this is reasonable for the Purchaser. The Seller is also entitled to deviate from agreed quantities (excess or short deliveries) to an extent that is customary and reasonable for the Purchaser, but no more than a 5 % deviation from the contractually-agreed quantity.

2.7. Any cost estimates, drawings and other documents furnished by the Seller shall remain the Seller's property and subject to its copyright; they may not be disclosed to third parties without the Seller's prior

consent.

3. Prices

3.1. The prices are prices in euro, unless otherwise indicated, and are quoted net of VAT. VAT shall be separately invoiced at the rate in effect from time to time in accordance with the rules under tax law applicable from time to time.

3.2. Unless otherwise agreed and confirmed in writing, prices shall apply ex works or ex warehouse of the Seller (EXW Incoterms 2010) exclusive of packaging and shipping costs, assembly, commissioning and other auxiliary/ancillary costs (e.g. customs duties, other charges).

4. Terms of payment

4.1. The terms of payment stated in each case shall apply to all payments. Unless otherwise specified, all payments shall be made no later than 20 days from the date of the invoice, without any deductions, free-of-charge to the Seller's paying office. Payment deadlines shall be deemed met if the Seller is able to dispose of the sum within such period. The deduction of any cash discount shall require a separate written agreement. The Seller is free to choose how to send invoices. This includes in particular sending invoices by electronic means, e.g. by email.

4.2. The Seller accepts cheques and, where payment by bill of exchange has been agreed, bills of exchange. The Purchaser shall be obliged to immediately compensate the Seller for any discount and collection fees as well as interest.

4.3. The Purchaser shall have no right of retention of payments where the payment is not based on the same contractual relationship or any right of set-off against claims which are disputed or have not been adjudicated with *res judicata* effect. The Seller shall be entitled to avoid the exercise of any right of retention by demanding the furnishing of collateral.

4.5. Where the Purchaser ceases to make payments, where over-indebtedness has occurred or where an application for the commencement of insolvency proceedings is made, or where the Purchaser is in default in respect of honouring bills of exchange or cheques which have fallen due, this shall cause the entirety of the Purchaser's claims to fall due immediately.

5. Retention of title

5.1. The goods shall remain the property of the Seller until such time as all claims to which the Seller is entitled against the Purchaser have been satisfied ('Retention of Title Goods'), even if payment for the individual item of goods has been made. The Purchaser may not pledge or assign the Retention of Title Goods by way of security.

5.2. For purposes of any permissible resale in the course of the Seller's business or any rental of the Retention of Title Goods, the Purchaser hereby assigns to the Seller already at this time such claims against its customers as may arise in future from resale or rental by way of security to the Purchaser until all of the Purchaser's claims have been satisfied, without this requiring any subsequent special declaration by the Purchaser; this assignment shall also cover any balance claims arising in connection with existing current account relationships or upon termination of such relationships of the Purchaser with its customers. Where the Retention of Title Goods are resold or rented together with other items of property without any individual price having been agreed for the Retention of Title Goods, the Purchaser hereby assigns to the Seller that portion of the overall claim for the purchase price/overall claim for rent with priority over its remaining claims, corresponding to the value of the Retention of Title Goods invoiced by the Seller. Until further notice, the Purchaser shall be authorised to collect on the assigned claims from resale or rental; however, the Purchaser shall not be entitled to dispose of them in any other manner, e.g. by assignment. Upon request of the Seller, the Purchaser shall disclose the assignment to its customers and shall furnish such documents (e.g. invoices) and provide such information to the Seller as the Seller shall require in order to assert its rights against the customer. The Purchaser shall bear all of the costs of collection and any action required. Where the Purchaser receives bills of exchange based on the authorisation granted to it to collect on the assigned claims from resale, title to such papers, with the

documented right of collection, shall pass by way of security to the Seller. The physical delivery of the bills of exchange shall be deemed substituted by the parties' agreement that the Purchaser is accepting custody of the bills of exchange for the Seller and shall then deliver them in endorsed form to the Seller without delay. In the event that the equivalent value of the claim assigned by the Purchaser to the Seller should be received by the Purchaser or by the Purchaser's bank in the form of cheques, the Purchaser shall be obliged to immediately give notice of receipt thereof and to remit the same amounts to the Seller. Title to the cheques shall pass to the Seller together with the documented rights therein as soon as the Purchaser receives them. The physical delivery of the bills of exchange shall be deemed substituted by the agreement that the Purchaser is accepting custody thereof for the Seller and the Purchaser shall then deliver them in endorsed form to the Seller without delay.

5.3 Where the Purchaser processes the Retention of Title Goods, where it transforms them or combines them with other items of property, such processing, transformation or combination shall be deemed to be undertaken for the benefit of the Seller. The Seller shall become the direct owner of the item of property created by the processing, transformation or combination. Where, for legal reasons, this should not prove possible, the Seller and Purchaser hereby agree that the Seller shall become the owner of the new item of property at every moment of processing, transformation or combination. The Purchaser shall hold the new item of property in custody for the Seller with the care of a prudent merchant. The item of property created by processing, transformation or combination shall be deemed Retention of Title Goods. In the event of processing, transformation or combination with other items of property not belonging to the Seller, the Seller shall be entitled to co-ownership of the new item of property in a ratio corresponding to the ratio of the value of the Retention of Title Goods which is to be processed, transformed or combined, up to the value of the new item of property. In the event of any sale or rental of the new item of property, the Purchaser shall be deemed to hereby assign its claim against its customer arising out of the sale or rental, together with all ancillary rights, by way of security without this requiring any subsequent special declarations. However, the assignment shall only be deemed to apply in the amount corresponding to the value of the processed, transformed or combined Retention of Title Property invoiced by the Seller. The share of the claim assigned to the Seller shall rank higher in priority over the remaining claims.

5.4 Where the value of the security interest exceeds the Seller's claims against the Purchaser under their ongoing business relationship by more than 20% in the aggregate, the Seller shall be obliged, upon request of the Purchaser, to release such collateral to the Purchaser as it may select.

6. Delivery, delivery times, default of delivery

6.1 Delivery times indicated shall be non-binding unless otherwise agreed in writing. In the case of non-binding or approximate (approx., around, etc.) delivery dates and deadlines, the Seller shall endeavour to comply with these to the best of their ability. Delivery periods which have been bindingly agreed in writing shall begin to run at such time as the Purchaser receives confirmation of its order, but not before all of the details of execution of the order have been resolved and all other prerequisites to be satisfied by the Purchaser have been met; the same shall apply *mutatis mutandis* with respect to delivery deadlines. The Seller is permitted to effect deliveries prior to the expiry of the delivery period.

6.2 The delivery deadline shall be deemed to have been complied with when the goods have been made available for collection by the freight forwarder, carrier or any other third party instructed to handle the consignment.

6.3 Where, for reasons which are not the fault of the Seller, the Seller fails to receive the goods or services of its sub-suppliers which it requires in order to furnish the contract goods or services owed by the Seller, despite having obtained proper and sufficient cover with respect to quantity and quality in its agreement for the supply of goods or services with the Purchaser, or if it should fail to receive such goods or services in correct form or in a timely fashion, or where *force majeure* events of non-negligible duration (i.e. with a duration of more than 14 calendar days) occur, then the Seller shall timely inform the Purchaser thereof in writing or in electronic form. In such case, the Seller shall be entitled to defer the delivery by the duration of the event preventing it from effecting delivery or to resile in whole or in part from the portion of

the contract which has not been performed, provided that the Seller has complied with its duty of information as set forth above and has not assumed the procurement risk. The following shall be deemed the equivalent of a *force majeure* event: strikes, lock-outs, regulatory interventions, power and raw material shortages, shipping bottlenecks without the culpability of the Seller, disturbances of operations not due to the Seller's fault (e.g. as a result of fire, water and equipment damage) and all other disturbances and disruptions which, upon an objective view, were not caused by the fault of the Seller.

6.4 Where a binding agreement has been made as to a delivery date for the furnishing of goods and/or services or if a period for the furnishing of such goods and/or services has been agreed with binding effect and where, based on events such as those set out in sec. 6.3 above, this causes the agreed deadline for the delivery of the goods and services or the agreed period for the delivery of the goods and/or services to be exceeded, the Purchaser shall be entitled, after a reasonable grace period has elapsed to no avail, to resile from the portion of the agreement which has not yet been performed. In such case, the Purchaser shall have no further or other claims (in particular: it shall have no claims for compensatory damages) provided that the Seller has complied with its duty of information as set forth above. The provisions set out above in sec. 6.4, sentences 1 and 2, shall apply *mutatis mutandis* if, for reasons referenced in sec. 6.3, it is objectively unreasonable to expect the Purchaser to continue to adhere to the contract even in the absence of a contractual agreement envisaging a fixed date for delivery of the goods and/or services.

6.5 Where the Purchaser bears fault for a delay in shipment or delivery of the goods, the Seller shall be entitled to invoice the Purchaser for the additional costs arising therefrom.

6.6 Unless otherwise agreed between the parties in individual cases, the scope, nature and potential return of packaging used for the deliverables shall be at the Seller's discretion, taking into account any statutory provisions.

7. Passage of the risk

7.1 The risk of accidental destruction or of accidental deterioration of the goods shall pass to the customer at such time as the Seller or the commercial agent authorised by the Seller hands the contract goods over to the shipper, freight forwarder or other third party charged with shipping them. The foregoing shall apply even where partial deliveries are being made or the Seller has assumed responsibility for performing other services (e.g. shipping or installation).

7.2 If dispatch is delayed due to facts and circumstances for which the Purchaser is responsible or if the goods are dispatched at a later time than the agreed delivery date by request of the Purchaser, the risk shall pass to the Purchaser for the duration of the delay from the date on which notification of readiness for dispatch is provided; the Seller is obliged, at the request and expense of the Purchaser, to take out insurances requested by the Purchaser to a reasonable and customary extent (such as insurance against theft, breakage, transport and fire damage). The Seller shall not be obliged to take out any further insurances. The Purchaser shall provide any assistance required.

8. Claims for defects

8.1 The Purchaser must inspect the goods immediately and no later than within 10 days from receipt insofar as this is feasible in the ordinary course of business and, if a defect is found, must notify the Seller without undue delay. By negotiating on any potential claims for damages, the Seller shall not be deemed to waive the objection that the claim was not timely, that it was not justified on the merits or in other respects was legally insufficient. The notification must be made in text form (e.g. by email).

8.2 Where the Purchaser fails to furnish such notification, the goods shall be deemed approved except where the defect is one which was not recognisable upon inspection. In all further and other respects, the provisions of secs. 377 ff of the Commercial Code [German acronym: HGB] shall apply.

8.3 In addition, damage which was manifestly caused by shipping or other defects which are already apparent at the time of delivery must be confirmed at the time the delivery is accepted by signature on the

appropriate freight document of the delivery company. The Purchaser shall take efforts to ensure that a corresponding confirmation is furnished.

8.4 Subsequent performance shall be furnished at the Seller's election by either eliminating the defect or delivering a non-defective item. Where subsequent performance fails, the Purchaser shall have the right, at its option, either to abate the price or to resile from the contract. The right to assert a claim for damages pursuant to clause 9 of these GTCS D shall remain unaffected hereby.

8.5 Claims for defects shall be prescribed at the end of one year from the date the risk of loss passes pursuant to sec. 7 of these GTCS D. The foregoing shall not apply in cases covered by sec. 9.2 of these GTCS D. This shall likewise not apply in respect of goods which, in line with their usual manner of use, are utilised for constructing a building and have caused the defectiveness thereof. In such cases, the statutory limitations period shall apply.

9. Liability

9.1 The Seller shall bear no liability, in particular, for claims of the Purchaser for damages or compensation of expenses, irrespective of the legal grounds thereof, and/or in the event of a breach of duties arising out of the contract and from tort.

9.2 The exclusion of liability set forth above shall not apply

- to intentional or grossly negligent breaches of duty and intentional or grossly negligent breaches of duty by legal representatives or vicarious agents;
- to breaches of material duties under the contract; material duties of the contract are duties the performance of which are crucial to the contract and on which the Purchaser is entitled to rely;
- to cases of injury to life, limb and health, including by legal representatives or vicarious agents;
- in the event of default, if a fixed-date transaction [*Fixgeschäft*] was agreed;
- where the Seller has assumed a warranty for the quality of the goods or for the successful outcome of the services, or has assumed a procurement risk;
- to any liability under the Products Liability Act or other liability schemes which are compulsory by law.

9.3 In the event that the Seller or its vicarious agent is guilty only of slight negligence and the case is not one covered by the foregoing sec. 9.2, lines 1, 3, 4, 5 and 6, the Seller shall also be liable for breaches of material duties of contract, but limited as to amount to such damages as were foreseeable at the time of contracting and are typical for the contract.

9.4 The Seller disclaims any and all liability beyond the foregoing.

9.5 The disclaimers/limitations on liability under the foregoing secs. 9.1 to 9.4 and 9.6 shall apply to the same extent in favour of the Seller's executive and non-executive employees and other vicarious agents as well as to the Seller's sub-contractors.

9.6 To the extent the Purchaser is entitled to assert claims for damages pursuant to this sec. 9, such claims shall be deemed prescribed upon the expiry of the prescription period set forth in sec. 8.4 of these GTCS D which are stated as applicable to warranty claims. Sec. 9.2 of these GTCS D shall apply *mutatis mutandis*.

9.7 No reversal of the burden of proof is associated with the provisions set forth above.

10. Prohibition on assignment

The Purchaser may only assign claims against the Seller with the Seller's prior written consent. This reservation of consent shall not apply in respect of claims for the purchase price and other money claims.

11. Place of performance

Unless provided otherwise in the order confirmation of the Seller, the place of performance for deliveries and payments shall always be the registered office of the Seller.

12. Written form

Changes and additions to the contract between the Purchaser and the Seller shall be made in writing. This also applies if this written form clause itself is repealed. This shall not affect the priority of the individual agreement pursuant to section 305b BGB, even if made verbally.

13. Jurisdiction and venue and applicable law

13.1 If the Purchaser is a merchant, the registered office of the Seller shall be the exclusive place of jurisdiction. The same rule on jurisdiction and venue shall apply where the Purchaser has no general domicile within the Federal Republic of Germany for purposes of jurisdiction and venue at the time legal proceedings are initiated. The Seller shall, however, be entitled to sue the Purchaser at its general place of jurisdiction.

13.2 The laws of the Federal Republic of Germany, but excluding the UN CISG, shall apply.