

General Terms and Conditions of Purchase and General Terms and Conditions of Sale and Delivery of Omnitron Griese GmbH

General Terms and Conditions of Purchase of Omnitron Griese GmbH

1. Scope of Application

1.1 These Terms and Conditions of Purchase of Omnitron Griese GmbH (hereinafter referred to as the "Purchaser") shall apply unless otherwise expressly agreed in writing between the Purchaser and the contractor (hereinafter referred to as the "Supplier"). Any general terms and conditions of the Supplier that differ from or contradict these shall not be recognized.

1.2 These Terms and Conditions of Purchase apply only to companies and legal entities under public law. Insofar as contracts are concluded with private individuals, individual agreements or separate general terms and conditions shall apply.

2. Orders

2.1 Orders placed by the „Purchaser“, as well as any changes or additions to orders already placed, must be in writing.

2.2 The „Purchaser“ is entitled to cancel its orders at any time free of charge if the „Supplier“ does not confirm the order unchanged within one week of the order being placed.

2.3 Changes to the content of orders will only be accepted if the „Purchaser“ agrees to the changes in writing. Acceptance of deliveries, services, or payment is therefore subject to reservation.

2.4 Only written or text-based statements that meet the minimum legal and commercial requirements (quantity, price, delivery time, payment terms, delivery terms, etc.) shall be recognized as order confirmations.

2.5 The „Supplier“ must provide all services and deliveries free of any third-party rights.

3. Delivery Time

3.1 The „Supplier“ must immediately notify the „Purchaser“ in writing of any delay in delivery. The „Supplier“ shall be in default without the need for a further written reminder and/or setting of a new deadline.

3.2 The „Purchaser“ is entitled to withdraw from the cancel the order. The right to claim damages remains unaffected by this. The „Purchaser“ is also entitled to cancel the order if the delay was not caused by the „Supplier“. Any additional costs incurred by the „Purchaser“ shall be borne by the „Supplier“ (including the cost of a substitute purchase).

3.3 In the event of a delay, the „Purchaser“ is entitled to claim a fixed penalty for delay amounting to 1.5% of the order value per week (but not exceeding 10%). Furthermore, the statutory provisions remain unaffected. The „Purchaser“ reserves the right to claim a contractual penalty for improper performance until the final payment is made.

4. Delivery

4.1 All deliveries are made “free delivery” or “free destination”, including packaging. Any additional costs for transportation incurred to meet the agreed delivery date shall be borne by the „Supplier“.

4.2 The „Supplier“ shall enclose the necessary delivery note with each order. This shall include details regarding the order number, item number, quantity, certificates, UL tests, as well as other product-specific information arising from the intended use of the product. This includes, among other things, a declaration of conformity with the order requirements (“Declaration of Conformity”) as well as confirmation of a 100% quality test upon shipment, provided this was required at the time of ordering.

4.3 Every delivery must comply with legal minimum standards. (For example, hazardous goods labeling; use of required means of transport)

4.4 Performance and the transfer of risk shall take place exclusively at the destination specified in the order; normally at the „Purchaser’s” premises. Delivery is accepted only subject to reservation until the goods have been inspected upon receipt and approved. Hidden defects must be reported within a reasonable period immediately after discovery.

5. Prices and Terms of Payment

5.1 All order prices are binding and are quoted “free delivery” or “free destination,” including packaging, plus sales tax.

5.2 The standard terms of purchase apply unless otherwise expressly agreed in writing; in such cases, a 3% discount is available for payment within 10 days, with the balance due net within 30 days.

5.3 The invoice must include all details of the order. If any information is missing or incomplete—particularly if required legal information is missing—such invoices are not due and therefore not payable. Any payment terms (e.g., cash discount) do not begin to run until the „Purchaser“ receives the relevant documents. Payment terms are suspended until all defects have been fully remedied.

5.4 The statutory rights of set-off and retention apply. The „Purchaser“ excludes any assignment of claims by the „Supplier“ to third parties.

6. Safety and Environmental Protection

6.1 All deliveries must be shipped in accordance with statutory requirements as well as all safety and environmental protection conditions, including the “Ordinance on Hazardous Substances,” the “ElektroG,” “REACH,” “BattG,” “BattVO” and the regulations on “Transport of Dangerous Goods,”

as well as all recommendations of the VDE, VDI, and DIN associations in their currently valid versions.

6.2 In connection with the delivery of goods and the provision of services, the „Supplier“ is solely responsible for compliance with accident prevention regulations. Any necessary safety regulations, protective devices, and any instructions from the manufacturer must be provided at no additional cost.

7. Inspection for Defects/Liability

7.1 The „Purchaser“ is obligated to inspect the goods within a reasonable period for recognizable (external or obvious) deviations in quality and quantity; the notice of defects shall be deemed timely if it is received by the „Supplier“ within a period of 10 business days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of discovery.

7.2 The „Purchaser“ is entitled to remedy the defects themselves at the „Supplier“'s expense if there is imminent danger or a special urgency. The statutory warranty claims apply. The „Purchaser“ is entitled, at their discretion, to demand either the remedy of the defects or the delivery of a new item. In all other respects, the statutory provisions apply accordingly.

7.3 The statute of limitations shall not begin to run until the defect is discovered. In all other respects, the statutory provisions regarding the statute of limitations shall apply.

8. Quality Standards

8.1 The „Supplier“ guarantees the careful selection and continuous inspection of its products. The „Supplier's“ products possess the quality and characteristics specified by the „Purchaser“ in accordance with specifications, drawings, samples, and other descriptions.

8.2 If the „Purchaser“ requests initial or selection samples, the „Supplier“ may not commence series production until an express written approval (unconditional release) has been provided.

8.3 The „Supplier“ shall continuously inspect its products and goods for quality and ensure they comply with the latest state of the art. Any changes to the delivery item shall in all cases require the prior written consent of the „Purchaser“.

9. Product Liability, Insurance Coverage, and Indemnification

9.1 The „Supplier“ shall be liable to the „Purchaser“ for any product damage that falls within the „Supplier's“ sphere of control and organization. In this regard, the „Supplier“ shall indemnify the „Purchaser“ against claims for damages by third parties upon the „Purchaser's“ first request. Any further liability of the „Supplier“ toward third parties remains unaffected by this provision.

9.2 Within the scope of liability for damage under Section 9.1, the „Supplier“ is also obligated to reimburse any expenses in accordance with statutory liability rules that arise from or in connection with a recall campaign conducted by the „Purchaser“. In this case, the „Supplier“ must be informed of the recall measures to be carried out to the extent possible and reasonable, and must be given the opportunity to comment. Further statutory claims remain unaffected.

9.3 The „Supplier“ is obligated to maintain product liability insurance with a coverage limit of €5 million per claim for personal injury or property damage; further claims for damages remain unaffected.

10. Customs, Import, and Export Regulations

10.1 All shipments not made within the European Union must be delivered fully cleared through customs, with the corresponding Harmonized System code specified. "The supplier shall provide the purchaser, free of charge and in full, with all information and evidence required for customs and foreign trade purposes, in particular regarding the origin of goods, in accordance with the applicable provisions of the Union Customs Code Regulation (EU) No 952/2013 and its implementing acts, as amended, and shall be liable for the accuracy thereof."

11. Confidentiality and Technical Documentation

11.2 The „Supplier“ undertakes to maintain strict confidentiality regarding products, services, and materials owned by the „Purchaser“. Data may only be disclosed with the “Purchaser’s” express written consent. Any breach of this provision shall give rise to claims for damages in favor of the „Purchaser“, which are hereby reserved.

12. Intellectual Property Rights

12.1 The „Supplier“ is responsible for ensuring that the rights of third parties are not infringed.

13. Place of Performance

13.1 The place of performance is the specified delivery address.

14. Jurisdiction, Governing Law

14.1 The place of jurisdiction shall be the competent court at the “Purchaser’s” place of business.

14.2 German law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15. Severability Clause

Should individual provisions or clauses of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

Schlangenbad, April 12, 2013

General Terms and Conditions of Sale and Delivery of Omnitron Griese GmbH

1. Scope of Application/General Provisions

1.1 These Terms and Conditions of Sale and Delivery of Omnitron Griese GmbH (hereinafter referred to as the “Supplier”) apply to all—including future—contracts, offers, deliveries, and other services between the Supplier and its business partners (hereinafter referred to as the “Customer”), with the exception of deliveries of goods to the United States of America (USA).

1.2 For the purposes of these General Terms and Conditions, “Customers” refers exclusively to companies and legal entities under public law.

1.3 The following General Terms and Conditions are binding for all services, deliveries, and offers, as well as for contracts concluded between the “Supplier” and its „Customer’s“. Counter-confirmations by the „Customer“, even if enclosed, are hereby expressly rejected if they conflict with the following provisions. Deviating terms and conditions therefore require the express written consent of the “Supplier”.

2. Offers and Conclusion of Contracts

2.1 All offers made by the Supplier are initially subject to change and non-binding. A contract is not concluded until the Supplier provides written confirmation (typically an order confirmation).

2.2 Until the „Customer“ accepts an offer and a contract is concluded, all offers may be revoked by the “Supplier” at any time.

2.3 Orders placed by the „Customer“ are only binding on the “Supplier” if they are confirmed in writing within a period of 2 weeks.

2.4 Any verbal agreements that contradict the written offer and/or go beyond its terms are invalid. In such cases, written confirmation from the “Supplier” is required.

3. Prices and Terms of Payment

3.1 As a general rule, the price negotiated and confirmed in writing at the time the contract is concluded shall apply. In case of doubt, the “Supplier’s” valid price list at the time the contract is concluded shall apply. This price is ex works, plus applicable sales tax and the valid disposal fees charged by “Organization for Producer Responsibility”. No disposal fees will be charged to „Customer’s“ whose place of business is located abroad and/or upon presentation of a corresponding valid contract with a take-back system.

3.2 The prices—as stated in the offer—apply as of the date specified in the offer; in the absence of a contrary statement, they remain valid for a period of one month from the date the contract is concluded. Contract prices are initially valid indefinitely. Should events occur after the conclusion of the contract that lead to a change in the contract price, these changes shall be asserted regardless of any notice period. In the event of a longer delivery time for which the Supplier is not responsible, the then-current price list or the renegotiated price shall apply. If the price increase exceeds 5%, the „Customer“ may withdraw from this contract by written notice within one week of receipt.

3.3 Notwithstanding any contrary terms and conditions of the „Customer“, the Supplier is entitled to apply payments first toward the „Customer’s“s older obligations to the Supplier. If interest or other costs have already accrued, the Supplier is entitled to apply the payment first toward the costs, then toward the interest, and thereafter toward the principal amount.

3.4 Even under ongoing terms and conditions, each individual order, each offer, and each contract shall be deemed a separate contractual relationship between the „Customer“ and the supplier.

3.5 For orders with a net value of less than €100.00, a minimum order surcharge of €25.00 per order shall apply.

3.6 All deliveries are made exclusive of shipping and insurance costs.

3.7 Any discount must be agreed upon in writing between the „Customer“ and the supplier.

3.8 As a general rule, the payment term and discount stated on the invoice apply. If no payment term is specified on the invoice, a payment term of 30 days from the invoice date applies, without any discount.

3.9 Payment is not considered made until the amount has been received—in the case of a check, only upon cashing.

3.10 In the event of late payment, the Supplier is entitled to charge default interest at a rate of 8% above the applicable base rate. This does not affect the Supplier's right to claim additional interest on overdue amounts in accordance with the German Commercial Code.

3.11 Payments by check are generally not permitted. This requires the prior written consent of the Supplier.

3.12 Set-offs, reductions, and retention of goods ordered by the Supplier from the „Customer“ are permitted only in the case of counterclaims that have been legally established.

3.13 Deliveries to countries within the European Union are made without value-added tax only if the value-added tax identification number was provided in the order.

4. Delivery and Delivery Deadlines

4.1 Delivery deadlines and dates are binding only if agreed in writing in the offer or contract. The „Supplier“ shall be in default only if the delay is attributable to the „Supplier“, the performance is due, and the „Customer“ has unsuccessfully set a reasonable grace period.

4.2 The Supplier shall not be in default of delivery due to force majeure (strikes, lockouts, natural disasters) or due to a delay in delivery by a subcontractor. Liability is therefore excluded on this basis. The Supplier reserves the right to timely and proper delivery from its own suppliers. The Supplier may withdraw from the contract without compensation if a delivery delay caused by an event within the meaning of 4.2 lasts longer than 6 weeks.

4.3 If the „Customer“ fails to fulfill its obligations to cooperate (provision of documents, materials, other services, etc.), the Supplier shall not be liable for any resulting delays. The burden of proof lies with the „Customer“. The delivery time may be extended by this period until full performance is achieved.

4.4 The Supplier may make partial deliveries and provide partial services.

4.5 The Supplier has the right to make technical changes provided that such changes do not impair the technical properties or functions for the „Customer“. The Supplier shall inform the „Customer“ of this upon request.

4.6 Compliance with the delivery time is not determined by the receipt of the goods by the „Customer“, unless otherwise expressly agreed in writing between the Supplier and the „Customer“. Otherwise, the delivery time shall be deemed to have been met provided that, by the end of the delivery period, the goods have left the “Supplier’s” premises or the “Supplier” has made the goods available for pickup by the „Customer“ on the agreed date and has notified the „Customer“ in writing that the goods are ready for shipment or pickup.

4.7 If delivery by a subcontractor is impossible, the “Supplier” is entitled to withdraw from the contract without compensation.

5. Transfer of Risk and Shipping

5.1 As a general rule, the transfer of risk (even in the case of “carriage paid” delivery) occurs upon handover to the freight forwarder/carrier, but no later than when the goods leave the Supplier’s premises. (This also applies to “free delivery”.) Any deviations from this must be agreed upon in writing between the “Supplier” and the „Customer“.

5.2 In the case of shipment using the “Supplier’s” own vehicles, the transfer of risk occurs upon loading, notwithstanding the statutory provisions. If the „Customer“ arranges the shipment themselves and/or picks up the goods, the transfer of risk occurs upon the goods being made available on the “Supplier’s” premises.

6. Default of Acceptance

6.1 If the “Supplier” has made the goods available for pickup by the „Customer“ as described in Sections 5.1 and 5.2, and the pickup or acceptance of the goods is delayed for reasons attributable to the „Customer“, the „Customer“ shall be in default of acceptance no later than upon receipt of this written notice.

6.2 The „Customer“ shall be in default of acceptance if the goods have been made available on the agreed date, the „Customer“ has been notified of this in writing, and the „Customer“ fails to accept the goods despite an express request to do so. In all other respects, the statutory provisions regarding default of acceptance shall apply.

6.3 The “Supplier” is entitled to charge the „Customer“ 1% of the order total per month as storage costs. This does not affect any further claims for reimbursement of additional expenses, in particular transportation and quotation costs, or claims for damages.

6.4 If the “Supplier” is entitled to claims for damages due to the „Customer’s“ failure to accept the goods, the “Supplier” may claim 30% of the order amount from the „Customer“ as compensation.

6.5 Any provable damages to be claimed in excess of the flat rates specified in Sections 6.3 and 6.4 remain unaffected.

7. Notification of Defects, Material Defects, and Transport Damage

7.1 The „Customer“ is obligated to report all defects to the supplier in writing without delay, but no later than 5 business days after discovery, along with a detailed damage report including photographs. Clearly visible transport damage must be reported immediately to the carrier as well as to the supplier. Defects that are not immediately apparent must be reported to the Supplier in writing immediately, or within one week of discovery, but no later than six months after the transfer of risk. Verbal notices of defects will not be accepted.

7.2 The „Supplier“ shall decide on the exact handling of a complaint after all facts have been clarified. If a return is necessary, it may only be made after consultation with the „Supplier“. Returns made without consultation with or authorization from the „Supplier“ will not be accepted by the „Supplier“, and consequently, no costs will be covered. The method and timing of the return shall be determined exclusively by the „Supplier“.

7.3 In the case of downgraded goods or second-grade goods, the „Customer’s“ rights to claim for defects are excluded for defects that were known at the time the contract was concluded, regardless of whether the „Supplier“ specifically informed the „Customer“ of this. Claims for custom-made products that go beyond functionality and the warranted characteristics are not permitted.

7.4 In principle, the „Supplier“ is initially entitled to decide for themselves whether to repair the goods or provide a replacement. The „Supplier“ alone decides on the manner of resolution. If the repair fails, the „Customer“ is only entitled to withdraw from the contract or initially demand a reduction in the purchase price after the „Supplier“ has made three attempts at repair. Withdrawal from the contract is excluded in the case of a minor material defect. Further or other claims arising from a material defect are excluded.

7.5 Claims for material defects expire one year after the transfer of risk.

7.6 Claims under the warranty for material defects are excluded:

- In the event of improper handling or excessive use—which does not comply with the specified characteristics—by the „Customer“ or the „Customer’s“ end „Supplier“. The supplier is not liable for the conduct of the „Customer’s“ end „Supplier“.
- If the product/goods were manufactured based on the „Customer’s“ specifications (in particular according to the „Customer’s“ drawings) and the defect is attributable to the „Customer’s“ incorrect specifications.
- If the goods were not stored in accordance with their intended use or were stored incorrectly, or were not loaded/used in accordance with the specifications (in particular: incorrect current values or voltage).
- Following repair work, structural modifications, further processing, maintenance work, or any other alterations made by the „Customer“ or third parties, as well as storage that did not comply

with the „Supplier’s” specifications. An exception applies only if the „Customer“ provides evidence that the alterations to the „Supplier’s” product were not the cause of the reported defect.

- If the defect consists only of an insignificant deviation from the agreed quality or an insignificant impairment of usability.
- If the defect is attributable to lightning, fire, explosion, power surge, or moisture.
- If the item or serial number or similar markings have been damaged, rendered illegible, or altered.

7.7 The „Supplier“ makes no warranties to the „Customer“.

8. Property Rights and Retention of Title

8.1 The Supplier reserves all property rights and copyrights to all illustrations, cost estimates, offers, drawings, goods, products, and other services provided by it. Documents may not be made available to third parties or used for commercial purposes without the Supplier’s prior written consent. All documents must be returned to the Supplier immediately upon request.

8.2 All goods, services, and products of the Supplier remain the property of the Supplier until full payment has been made by the „Customer“. In the event of late payment, the Supplier reserves the right to demand the return of the goods/purchased items.

8.3 The processing or alteration of goods subject to retention of title by the „Customer“ shall not give rise to any liability on the part of the supplier. If the goods are processed by the „Customer“ together with other items not belonging to the supplier, the supplier shall acquire co-ownership of the new item in proportion to the value of the goods relative to the other processed items at the time of processing. In the event that goods subject to retention of title are combined, mixed, or blended with the „Customer’s” movable property in such a way that the „Customer’s” property is to be regarded as the principal item, the „Customer“ hereby irrevocably transfers ownership of the item to the supplier in proportion to the value of the goods subject to retention of title relative to the value of the other combined, mixed, or blended items. If goods subject to retention of title are combined, mixed, or blended with movable property of a third party in such a way that the third party’s property is to be regarded as the principal item, the „Customer“ hereby assigns to the supplier, as of now, the claim for remuneration to which it is entitled against the third party in an amount corresponding to the final invoice amount attributable to the goods subject to retention of title.

8.4 The „Customer“ is entitled to resell the goods (goods subject to retention of title or new goods) in the ordinary course of business while retaining title. The „Customer“ is obligated to ensure that the claims arising from such resale transactions can be assigned to the Supplier. No other dispositions are permitted.

8.5 The „Customer“ is obligated to notify the Supplier immediately of any attachment or other legal or factual impairment that jeopardizes the goods or the security interests held by the Supplier.

8.6 The „Customer“ agrees to insure the goods against all risks (including, but not limited to, fire, water damage, and theft) at replacement value. The „Customer“ assigns to the Supplier, upon conclusion of the contract, any claims against insurance companies arising from these insurance policies.

9. Claims for Damages

9.1 The „Supplier“ shall not be liable for any claims for damages or reimbursement of expenses by the „Customer“, regardless of the legal basis. In particular, the „Supplier“ shall not be liable for lost profits, consequential damages resulting from defects, production downtime, or financial losses arising in connection with the failure of a system, product, or other service provided by the „Supplier“ of the security technology. The same applies to data loss. Excluded from this are the „Supplier’s” mandatory liability under the Product Liability Act, in particular in cases of intent, gross negligence, and injury to life or health.

9.2 Claims for damages become time-barred upon the expiration of the limitation periods applicable to material defects.

9.3 In the event of damage caused by the „Supplier“ through slight negligence, liability is limited to the average damage that is foreseeable, typical for the contract, and direct, depending on the nature of the goods.

9.4 In the event of gross negligence, the „Supplier’s” liability is limited to the period of the contract.

9.5 The maximum amount of liability for damages for which the „Supplier“ is responsible is limited to the coverage amount of the business and product liability insurance policy taken out by the „Supplier“. In individual cases, this information may be provided to the „Customer“ upon request. Any deviating agreements, including those regarding the amount of liability, must be in writing. If the maximum amount specified in the contracts is insufficient for the „Customer“, the „Customer“ may request a higher coverage amount at their own expense. This requires the written consent of the „Supplier“ and their insurance company.

9.6 The above terms and conditions do not apply to deliveries to the United States of America (USA). Any warranty is excluded with respect to liability for deliveries to the United States of America (USA). Separate agreements shall be made regarding deliveries to the United States of America (USA). If such agreements have not been made in writing, the „Customer“ shall have no warranty claims against the „Supplier“.

10. Place of Jurisdiction and Place of Performance

10.1 The place of performance for all deliveries is the „Supplier“’s premises from which the goods were shipped or made available for pickup. The place of performance for payment is the location from which the invoice was issued.

10.2 The law of the Federal Republic of Germany (German law) applies, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. The application of international law (CISG) is also excluded.

10.3 The place of jurisdiction is Wiesbaden. The Supplier is also entitled to bring an action at the „Customer’s place of business.

11. Severability Clause

Should any provision of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

Schlangenbad, April 12, 2013

