

TERMS OF DELIVERY: ZED Ziegler Electronic Devices GmbH, LANGEWIESEN

1. Scope of validity

1.1. These Standard Terms of delivery shall exclusively apply, save as varied by express agreement accepted in writing by both parties. The offer, order acknowledgement, order acceptance of sale of any products, covered herein is conditioned upon the terms contained in this instrument. Any conditional or different terms proposed by the customer are objected to and will not be binding upon the supplier unless assented in writing by the supplier.

1.2. Even if individual conditions or points of agreement become ineffective in law, the contract between the supplier and the customer remains binding in its remaining sections

2. Offer and conclusion of contract

2.1 Quotations are always subject to alteration. Drawings, samples, patterns and illustrations are only approximate guides.

2.2 The quantity and quality supplied is defined in the supplier's written confirmation of the order. If no confirmation of order has been issued, the delivery note serves as the confirmation of order.

2.3. There may be deviations because of manufacturing conditions or technological advances where these are customary in the industry. Partial deliveries are permitted.

2.4 All rights of ownership and the rights to the use of copyright in respect of price quotations, drawings and other documents are reserved by the supplier without limitation; third parties may only be given access to any of these items with the prior consent of the supplier. Drawings, samples and documents belonging to quotations in respect of which an order does not materialise for the supplier must be returned on demand without delay.

2.5. On export business the Incoterms 2010 are valid for the interpretation of usual trade terms.

3. Prices

3.1 Prices are in Euros, excluding any VAT legally due. They do not include packaging, freight, insurance or any other incidental costs.

3.2. Any designs, models, drawings, samples or other preparatory works which are commissioned by the customer will be charged for even if no order materialises. The risk of price fluctuations shall be borne by the customer. The same is applied to all fees and payments in connection with export deliveries (for instance: banking fees).

4. Conditions of payment

4.1. Payment is to be made, without deductions from the net sum, within 30 days of the date of invoice. The supplier may demand the delivery and the payment concurrently or may demand payment in advance. On export business deliveries are made only by payment in advance. Bills of exchange or other means of payment will only be accepted by special agreement and in association with the fulfilment of discount deadlines. All associated costs must be borne by the customer.

4.2. In case of arrears, interest will be charged at supplier's bank interest rates for credit, but at least 8 % p. a. above European Central Bank reference rate from then being valid, until payment in full is made. This clause does not affect the supplier's possible claims for damages. Any discounts or other price advantages will be lost.

4.3. If the conditions for payment are not adhered to, or if there is reasonable doubt as to the customer's creditworthiness, the supplier may demand payment in advance and other payments in respect of any unpaid invoices (including those not yet due) or may retain goods not yet supplied, or may confiscate (at the customer's cost) supplies not yet paid for, and may withdraw from the contract without giving notice.

4.4. The customer may only deduct these debits if they are mutually agreed or have been established in law.

5. Delivery dates and deadlines

5.1. The time for delivery or the deadline will only be binding if it has been expressly confirmed by the supplier in writing. Fulfilment of the deadlines presupposes that the customer has fulfilled his contractual obligations, particularly made any prepayments agreed or carried out any other duties of preparation and co-operation. A further precondition for the keeping of deadlines is that the supplier's subsidiary suppliers should have performed their role correctly and in due time, provided that the supplier is not responsible for the delay or the non delivery, particularly if he has concluded a covering transaction.

5.2. If the supplier is in arrears and has failed to take advantage of an extended deadline set by the customer, the latter has the right to withdraw from the contract. Claims for damages in respect of non-fulfilment will be null and void unless the delay is intentional or due to gross negligence on the part of the supplier.

5.3. The deadline will be extended as appropriate if unforeseen difficulties arise for the supplier, such as official intervention, delays in the supply of power or other resources, strikes or lockouts.

5.4. The deadline for calling in the total order in 'on call' cases will be one year from the date of the supplier's confirmation of the order. The relevant proposed call must be made at least 4 production weeks in advance. If no call is made before the overall deadline is reached, the supplier may, after giving notice, choose between fulfilling the order or withdrawing from the contract. Potential claims for damages will remain unaffected.

6. Despatch, transfer of risk

6.1 Delivery will be made to the customer's address at the customer's cost and risk FCA Langewiesen. If other places are agreed for physical delivery, the risk associated with possibly impassable roads will be borne by the customer. Unless otherwise agreed, the supplier will select the packaging and the route and the type of transport. The customer will bear the costs of packaging and transport.

6.2. Risk is transferred to the customer at the point where the goods are handed over to the transport company or, at the time, when the supplier has tendered delivery of the goods. The same is true of ex-works supply or collection by customer. Insurance will be taken out against damage of any type if required by the customer, and will be charged to the customer.

6.3. Acceptance must be made initially of any goods supplied even if they are defective, without this affecting any possible claims under guarantee.

7. Retention of Title

7.1. The goods delivered will remain the property of the supplier until all demands for payment arising out of the commercial relationship between the supplier and the customer have been fully met.

7.2. Until that time the customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the supplier for the proceeds of sale or otherwise of the goods including insurance proceeds, and shall keep all such proceeds, separate from any moneys or properties of the customer and third parties.

7.3. If the goods are processed or reshaped by the customer and if processing is done with goods that supplier has no property in, supplier shall become co-owner of the goods in proportion of the value of the delivered goods to the value of the goods that supplier has no property in. The same shall apply if supplier's goods are completely reshaped and mixed with other goods.

7.4. Until such time as the property in the goods passes to the customer, the customer shall hold the goods as the supplier's fiduciary agent, and shall keep the goods properly stored, protected and insured.

7.5. If third parties take up steps to pledge to otherwise dispose of the goods, the customer shall immediately notify the supplier in order to enable the supplier to seek a court injunction in accordance with § 771 of the German Code of Civil Procedure. If the customer fails to do so in due time he will be held liable for any damages caused.

7.6. The supplier shall on demand of the customer release any part of the collateral if the value of the collateral held in favour of the supplier exceeds the value of the claims being secured. It is to the supplier's decision to release those parts of the collateral suitable for him.

7.7 If it is not possible to stipulate an retention of title as in German law, but it is possible to reserve other security interests in the delivered goods, these rights are valid.

8. Warranties

8.1. The warranty period is 12 month after delivery.

8.2. The warranty period begins with the delivery or if the customer is in default of acceptance with the advice of the supplier, that he is ready for dispatch. Any obvious defects must be notified to the supplier within seven days of receipt of the goods by the customer. Defects not immediately apparent must be notified in writing as soon as discovered.

8.3. Where a claim is valid under warranty, the supplier may choose between replacing or repairing the goods. Any items replaced will return to the possession of the supplier. The supplier takes the costs of the cheapest outward and return transport.

8.4. No liability is accepted for defects which have been caused by ignoring the supplier's instructions, recognised rules of engineering or the manufacturer's instructions regarding installation, commissioning or usage. Neither is liability accepted for faults which result from the use of inappropriate production facilities or chemical, electro-chemical or electrical influences or from natural wear and tear. No claims under warranty will be accepted if any modifications or repairs are carried out by the customer or a third party without prior consent of the supplier, or if the defect has resulted from the use of or parts/materials bought in by the customer.

8.5. If the supplier has failed to take advantage of an appropriate extended deadline set by the customer for the remedy of the defect, or the replacement or repair proves ineffective, the customer may demand an alteration of the contract or reduction in price.

8.6. The customer is obliged to give the supplier the reasonable time to remedy the defect. Only if the supplier has failed to take advantage of an appropriate extended deadline, the customer is entitled to remedy the defect by himself. In this case the supplier takes over only the unavoidable costs, maximally to the amount of the value of the concerning goods.

8.7. The warranty period does not run for the duration of the removal of defects. It starts not again.

8.8. All further claims made by the customer against the supplier and his official representatives are excluded, in particular claims for compensation in respect of damage not arising in or on the object supplied and of consequential damage.

8.9. Is a notice of defect false, the costs shall be borne by the customer.

9. Further claims for damages

Claims for damages on account of impossibility of supply through the fault of the supplier or on account of active breach of the specifications, or on account of breaches of obligations arising during the negotiations for the contract, or on account of improper dealings, are all excluded unless they result from malice or gross negligence on the part of the supplier or his official representative or his assistants.

This condition applies both to direct and to indirect (consequential) damage.

10. Third-party copyright

The customer has a responsibility not to cause the supplier to breach copyright or patents of third persons by the use of any goods or specifications provided by the former.

The customer expressly accepts the obligation to free the supplier of all third party claims in respect of breach of patent or copyright, and to compensate the supplier for any damage arising here from.

11. Miscellaneous clauses

11.1. The customer is obliged to dispose the delivered goods in accordance with the legal provisions.

11.2. The place of fulfilment for all supplies and payments is the supplier's registered office. The place of jurisdiction in respect of all disputes between Vollkaufleute (registered business persons) arising out of the contractual relationship is the court local to the supplier with responsibility for the type of matter in hand. The supplier may also take the customer to court in the place of the latter's main registered office.

11.3. Federal German law applies, with the exception of the provisions of the CISG, the United Nations Vienna Convention on Contracts for the International Sale of goods.