

#### **§1 Scope**

All deliveries, services, contracts and offers by AMAC are based exclusively on these general terms and conditions. Terms and conditions deviating from these general terms and conditions are only effective if they are confirmed in writing by AMAC.

#### **§2 Quotation and conclusion of contract**

Our offers are subject to change and non-binding, unless they are expressly marked as binding. Unless otherwise agreed, offers are valid for a period of 30 days.

A contract is only concluded when the order is confirmed or the goods ordered are delivered.

All orders or order acceptances, additions, changes or ancillary agreements to offers or specifications require written confirmation from AMAC.

In the case of new customers, prepayment or, in the case of development services, advance payments and installments can be requested.

#### **§3 Production and development documents**

The client is responsible for the correctness of the information in his parts lists and production documents or in the specification sheet for the conclusion of the contract and bears all costs for damage or changes due to incorrect information. AMAC expects all documents from the client in machine-readable form.

#### **§4 Packaging units, supplies**

We reserve the right to surcharges for the opening of common packaging units, the client has to accept residual quantities from packaging units and production-related over-deliveries of raw circuit boards at a cost after notification by AMAC. Unless otherwise agreed, the client can provide an overdelivery of 5%.

#### **§5 Delivery and performance time**

A delivery obligation does not exist until AMAC has confirmed the order in writing.

All unforeseeable events or obstacles for which AMAC is not responsible, which are not dependent on AMAC's will and which make delivery or its timeliness wholly or partially impossible or which significantly change the economic significance or the content of the services assumed by AMAC - provided that AMAC is not responsible - of Failure of deliveries from AMAC's upstream suppliers entitles AMAC to extend the delivery times or delivery deadlines by the duration of the hindrance after the obstacle has been communicated to the customer, and if necessary to withdraw from the contract in whole or in part without the customer having any claims for damages against AMAC as a result.

If the extension lasts longer than 4 weeks, then the customer has the right to set AMAC in writing a grace period of at least two weeks, combined with the announcement that he will withdraw from the contract after the expiry of this period, and to withdraw from the contract after the deadline has expired without result.

AMAC is entitled to partial deliveries and partial services at any time. The delivery date is from the place of delivery plus shipping time.

A term of a maximum of one year is usually agreed for call-off orders, after which the customer must accept the remaining inventory.

Unless otherwise agreed, the customer must call up at least 8 weeks before the desired delivery date.

#### **§6 Transfer of risk**

The risk passes to the customer as soon as the shipment has been handed over to the person performing the transport or has left the AMAC warehouse for the purpose of shipment. If dispatch is delayed or impossible at the customer's request or for other reasons through no fault of AMAC, the risk is transferred to the customer upon notification of readiness for dispatch.

#### **§7 Acceptance**

The customer may not refuse acceptance if a possible defect does not significantly impair the usability of the delivery item and AMAC recognizes the obligation to remedy the defect.

If a delivery item consists of several independently usable units, then acceptance of the remaining units may not be refused if only some of the units are defective.

In the case of development orders, the client is obliged to accept the service agreed in the contract within 14 days, provided that acceptance cannot be ruled out due to its nature.

A protocol must be drawn up about the takeover and signed by both sides. If the acceptance does not take place within the specified period, the service provided is deemed to have been accepted.

#### **§8 Warranty**

The warranty is one year from delivery or, if there is an acceptance, from acceptance. The delivered goods must be examined immediately after delivery and any defects found or discovered must be reported immediately in writing. Otherwise the delivery is considered approved.

There is no warranty for defects caused by improper handling or use. In the case of development services, AMAC guarantees compliance with the recognized rules of technology and the application of scientific care, but not the actual achievement of the research and development goal.

The customer must inform AMAC immediately in writing of any defects. Defects that cannot be discovered immediately even after careful inspection are to be reported immediately after their discovery. In the event of a justified complaint, the product complained about must be returned to the destination specified by AMAC.

In the event of a recognized defect, AMAC will correct material and manufacturing defects by repairing or replacing the affected parts or revising the development service. Should a subsequent improvement also fail within a reasonable grace period to be set by the customer in writing, then the customer can, at his option, request a reduction in the remuneration or cancellation of the contract.

Further warranty claims, in particular claims for damages, are excluded unless liability is mandatory due to the lack of expressly warranted properties.

#### **§9 Reservation of ownership**

Until the fulfillment of all claims and claims including all balance claims from current account and any claims for exemption from liability risks assumed at the customer's request, which we are entitled to against the customer - for whatever legal reason - we shall be granted the following securities, which we shall upon request will be released at our discretion, insofar as their value exceeds our claims by more than 10% exceeds.

All goods delivered by us remain our property. Processing or transformation is always carried out for us as a manufacturer or supplier, but without any obligation on us.

The customer is entitled to process and sell the reserved goods (goods to which we are entitled to property or co-ownership) in the ordinary course of business, as long as he is not in default with us, has not stopped his payments and has not filed for bankruptcy or bankruptcy settlement procedure is set. Pledging, assignments by way of security or any other transfer of the reserved goods are not permitted.

If the customer acts contrary to the contract, in particular in the event of default in payment, we are entitled to demand the surrender of the reserved goods immediately, without the customer being entitled to a right of retention, to enter the customer's business premises, to take the reserved goods to us and, if necessary, to assign the customer's claims for surrender to demand against third parties.

The assertion of our rights, in particular a withdrawal or seizure of the reserved goods, does not constitute a withdrawal from the contract.

#### **§10 Prices and payment**

The prices stated in AMAC's order confirmation plus packaging, shipping costs and the statutory value-added tax applica-

ble at the time of delivery, customs fees, taxes and other public charges for export deliveries are decisive.

Additional deliveries and services will be billed to the customer separately.

If the prices of the raw materials to be obtained from AMAC increase significantly between the conclusion of the contract and delivery, AMAC is entitled to adjust the prices by the amount of the increase. AMAC will provide evidence of the increase to the customer upon request. AMAC reserves the right to make any price adjustments for subsequent orders.

Unless otherwise agreed in the order confirmation, invoices from AMAC are payable within 14 days of invoicing without any deduction, stating the invoice number.

Despite provisions to the contrary by the customer, AMAC is entitled to offset payments against older debts first. If costs and interest have already arisen, AMAC is entitled to offset the payment first against the costs, then against the interest and finally against the main obligation. A payment is only considered to have been made when AMAC can dispose of the amount. In the case of checks, payment is only deemed to have been made when the check has been cashed.

If the customer is in default of payment, AMAC is entitled to charge interest at the rate calculated by the commercial banks for open overdrafts, but at least 2% above the official discount rate of the Deutsche Bundesbank.

The customer is only entitled to offset, withhold or reduce, even if notices of defects or counterclaims are asserted, if AMAC has expressly recognized this in writing or if the counterclaims have been legally established. If the customer culpably fails to meet his payment obligations or if AMAC becomes aware of circumstances that result in a deterioration in the customer's creditworthiness compared to the circumstances known at the time the contract was concluded, AMAC is entitled to call the entire remaining debt due, even if AMAC has accepted checks. In this case, AMAC is also entitled to request advance payments or security deposits.

#### **§11 Limitation and exclusion of liability**

Unless otherwise stated in these terms and conditions including the following provisions, AMAC is liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

Claims for damages from delay, impossibility of performance, from positive breach of contract, from negligence when concluding the contract, from tort and from any other legal reason, are excluded against both AMAC and its vicarious agents, unless there is willful or grossly negligent action.

In the case of components, circuit boards and assemblies for which no electrical or functional test is carried out according to the order, AMAC only guarantees the processing technology, not the function.

Supplies by customer are excluded from the guarantee. The client bears the full risk in the case of special procurement of components on his behalf.

The illustrations, dimensions, descriptions, technical details and packaging units given in the respective catalogs and other publications are not binding; AMAC expressly reserves the right to make changes.

#### **§12 Termination**

A free right of termination is excluded. The legal requirements and legal consequences apply. Due to a breach of duty that does not consist of a defect, resignation or termination can only be made if AMAC is responsible for a breach of duty.

#### **§13 Prescription**

The general prescription period for claims arising from material and legal defects is one year from delivery of the goods.

This does not apply if the law prescribes longer periods. Special legal regulations for urgent surrender claims by third parties and for claims in supplier recourse in the event of final delivery to a consumer also remain unaffected.

The above limitation periods also apply to contractual and non-contractual claims for damages based on a defect in the

goods, unless the application of the regular statutory limitation would lead to a shorter limitation in individual cases.

#### **§14 Applicable law, place of jurisdiction, partial nullity, other clauses**

The legal relationships between the parties are exclusively subject to the law of the Federal Republic of Germany. The application of the uniform laws on the international purchase of movable property and on the conclusion of international sales contracts for movable property is excluded.

The place of jurisdiction for all disputes arising directly or indirectly from the contract, including actions against checks and bills of exchange, is Chemnitz.

Should a provision in these terms and conditions or a clause in the context of other agreements be or become ineffective, the validity of all other provisions or agreements will not be affected.