

Unless otherwise agreed in writing, we sell and deliver under the following conditions:

I. Scope and delivery obligation

The mutual written acknowledgement is decisive for the order and scope. In the absence of such a confirmation, our order confirmation shall be binding, but in all cases our general terms and conditions of sale and delivery shall apply.

Orders placed with our representatives are only legally binding after our confirmation. Special ancillary agreements are only effective if they have been expressly confirmed by us in writing.

Deviating conditions of the buyer/orderer, which we do not expressly acknowledge, are not binding for us, even if we do not expressly contradict them.

The following terms and conditions of sale shall also apply if we execute the buyer's/orderer's order subject to the buyer's/orderer's knowledge of conflicting or deviating terms and conditions.

The documents on which our offer is based, such as illustrations, drawings and weight specifications, have been carefully determined, but are only approximate and not binding for the delivery unless they have been expressly designated as binding. We reserve the right to make improvements and changes.

We reserve ownership rights and copyrights to cost estimates, drawings and other documents; they may not be made accessible to third parties. If the order is not placed, the drawings and other documents attached to our offer must be returned immediately upon request.

II. prices

Our prices are Euro prices of the European Monetary Union. Prices quoted by us in catalogues or price lists shall be deemed to be non-binding recommended prices. Our deliveries shall in all cases be based at least on the prices valid at our works on the day of delivery, even if other prices are stated in an order confirmation. All prices are exclusive of packaging. All prices are ex works.

III. retention of title

The goods shall remain our property until all claims to which we are entitled against the customer have been satisfied. Until then, the customer shall not be entitled to pledge the objects to third parties or to assign them as security. In the case of payments made against a bill of exchange issued by us and accepted by the customer, our claims shall only be deemed fulfilled when the bill of exchange has been honoured by the drawee and we are thus released from liability for the bill. Bills of exchange charges shall be borne by the customer. Insofar as the customer becomes the owner of the items subject to our retention of title by processing or mixing, he hereby assigns to us the ownership of the items created as security for the aforementioned claims, with the simultaneous agreement that he will keep them in safe custody for us. Resale is only permitted to resellers in the ordinary course of business and only under the condition that the reseller receives immediate payment from his customers or makes the reservation that ownership shall not pass to the customer until the latter has paid the price in full; in this respect we give our consent to the transfer of our ownership to the third party. In the event of resale, the customer shall assign his future purchase price claim to us by way of security upon conclusion of the transaction, without any special declaration being required. Until revoked, the reseller shall be entitled to collect the newly incurred purchase price claim. Any costs of collection and intervention shall be borne by the customer.

IV. payment

If no other terms of payment have been agreed upon at the time of the conclusion of the business transaction, payments shall be made within 14 days of the invoice date without any deduction free to our payment office.

In the case of purchasers whose credit conditions are not known to us, delivery shall only be made against advance payment or cash on delivery.

In the event of cessation of payment, search for a settlement or moratorium on the part of the customer, our entire claim shall become due. The settlement date shall be the date on which we are able to dispose of the amount paid. If the agreed payment dates are exceeded, the consequences of default shall occur without a special reminder being required. Subject to the assertion of other rights, annual default interest

of 3% above the respective Lombard rate of the Deutsche Bundesbank, but at least 8%, is currently charged.

The withholding of payments or the offsetting with payments due to any counterclaims of the customer not recognised by us shall not be admissible.

V. delivery periods

Delivery periods stated in our quotations and order confirmations are determined on the basis of the respective circumstances, but are only approximate. The delivery period shall commence at the point in time at which agreement on the order has been reached in writing between the customer and us. Delays in delivery due to force majeure, war, riot, strike, lockout, machine breakdown, lack of material or similar circumstances beyond our control shall relieve us of our delivery obligations for the duration of the hindrance and entitle us, at our discretion, to withdraw from the contract without, however, the customer being entitled to withdraw from the contract; any claims of the customer due to delayed delivery, for whatever reason, are excluded.

Our performance shall be deemed to have been fulfilled if the goods are ready for dispatch in our works in accordance with the contract and readiness for dispatch has been notified to the customer, and also if they leave our works in accordance with the contract. If the delivery is delayed due to circumstances for which the customer is responsible, the delivery period shall be deemed to have been observed upon notification of readiness for dispatch.

Partial deliveries are permissible for us. The customer may not demand such.

VI. transfer of risk

The risk shall pass - even if freight-free delivery has been agreed - to the customer when the consignment leaves our works or from the date of notification of readiness for dispatch if dispatch is delayed through no fault of our own.

The dispatch takes place after our best discretion. The goods are carefully checked and packed. We cannot be held responsible for damage and breakage occurring during transport.

With the transfer of the risk to the customer, this acquires ownership of the goods and packaging, insofar as ownership is not reserved to us in accordance with Section III until full payment has been made.

Transport insurance shall only be taken out at the express request of the purchaser (in writing) and at his expense.

VII. complaint and return

Delivered goods must in any case be accepted and paid for by the recipient, even in the event of complaints. Complaints can only be considered by us if a detailed written complaint is made immediately and must be made within 8 days of acceptance at the latest. In the event of a justified complaint, we reserve the right, at our discretion, to deliver a replacement or take back the goods, even if the contract is cancelled, at our expense. In any case of return delivery, the goods will only be taken back in the condition in which they left our works. All further claims of the customer, in particular for damages, are excluded.

VIII Defects, warranties and liability

Warranty to our customers shall only be assumed for a period of 24 months after the transfer of risk (unless a deviating warranty period has been confirmed in the order confirmation) or prior to the first commissioning and only for defects which demonstrably occurred as a result of a circumstance prior to the transfer of risk or the first commissioning. If the customer does not immediately send us samples of the material complained of upon request or if he refuses to inspect and test the goods or if he repairs the goods without our prior consent, the warranty shall lapse.

Our warranty covers the removal of material and manufacturing defects. Costs of dismantling and installing the product complained of at the place of use, travel costs of the repair personnel to and from the place of use as well as transport costs or other consequential costs are not part of the warranty. Complaints whose causes are attributable to installation or operating errors, inappropriate operating conditions, lack of care or improper repair attempts are excluded from warranty and liability as is normal wear and tear.

The warranty does not cover consumables, batteries, or components with permanently integrated batteries, sensors and also not those

defects that affect the value or usability of the device only insignificantly.

Repair attempts by the customer or unauthorized third parties during the warranty period will result in the warranty claim being voided. A warranty provided by us shall neither extend the warranty period nor establish a new warranty period for the replaced or repaired parts. Further claims are excluded, in particular those for reduction, rescission or damages, also for consequential damages of any kind. In particular, a claim for compensation for damage that has not occurred to the delivery item itself. This does not apply in the case of personal injury under the Product Liability Act or in cases of intent.

Replaced parts or replaced equipment shall become our property. If the manufacturing method or the material composition is prescribed to us, then we shall in no case be liable for the usability of the goods. The complete exclusion of errors in the software hardware according to the current state of the art is not possible. The responsibility for the selection of the hardware and software functions, the use as well as the results achieved with it carries the buyer.

The determination of the defects must be reported to us immediately in writing. If we accept timely notices of defects, we shall provide a replacement free of charge within a grace period set for us, provided that the agreed obligations, in particular compliance with the terms of payment, have been fulfilled by the customer. Costs of any kind incurred for the replacement of the defective parts shall not be borne by us.

If a grace period granted to us for the rectification of a notice of defect acknowledged by us expires fruitlessly due to our fault, the customer may assert the right of reduction. If no agreement on the extent of the reduction is reached between the customer and us, the customer may demand rescission. The customer can only demand cancellation if his interest in the delivery is significantly impaired or destroyed by the defect. If the goods delivered by us have been manufactured according to drawings, descriptions, samples of the customer, the customer shall guarantee that no patents and industrial property rights of third parties are infringed by our manufacture and delivery in the intended design.

IX. Industrial property rights of third parties (patents, trademarks, utility models):

For claims arising from industrial property rights of third parties, we shall be liable to the customer to the following extent:

- 1 A claim for damages shall only exist in the case of gross negligence and intent.
2. if the goods delivered by us are manufactured according to drawings, descriptions, samples of the customer, the customer shall guarantee that no industrial property rights of third parties are infringed by our manufacture and delivery in the intended execution. Our liability for the intentional infringement of industrial property rights of third parties shall remain unaffected thereby.
3. if a third-party asserts claims to industrial property rights with regard to the delivery item, the customer has only provided evidence of this defect of title if a final and absolute judgement has been issued against him or us. This provision shall not affect the customer's right to notify us of the dispute.

X. VAT Internal Market Act

Intra-Community trade in goods (VAT identification number) from 1.1.1993.

1. the customer assures the correctness of the details of his name, address and VAT identification number, which he immediately communicates without request, if not already done. He undertakes to notify us and the domestic tax authority responsible for him immediately of any change in his name, address and VAT identification number. A supply is treated as taxable because of deficiencies in the name, address or VAT identification number, the customer replaces the tax to be paid by us.

If there is double taxation - purchase tax in the buyer country, VAT in Germany - the buyer pays back to us the excess VAT paid (because not owed due to the purchase tax obligation).

XI. place of jurisdiction

Place of performance for delivery and payment and exclusive place of jurisdiction for all disputes arising directly or indirectly from the

contractual relationship is Kiel. Kiel shall be the exclusive and written place of jurisdiction for the dunning procedure.

The contractual relationship shall be governed by German law.

XII. Binding nature of the contract

The contract remains binding in its remaining parts even if individual points are legally ineffective.

In place of the invalid or unenforceable provision, the invalid or unenforceable provision shall be replaced by the valid or enforceable provision that comes closest to the economic purpose of the invalid or unenforceable provision.

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This General Terms and Conditions are available in English and German version. However, only the German version is legally binding. The English version is only a non-binding translation.