

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

## PL ELEKTRONIK GmbH



### 1. Scope of Application

1.1. These general terms and conditions of sale and delivery of PL Elektronik GmbH ("PL Elektronik") establish provisions for the conclusion, content and performance of contracts for the provision of goods and associated services.

1.2. These general terms and conditions of sale and delivery shall be deemed to have been accepted if the business partner ("customer") orders something from PL Elektronik and these general terms and conditions of sale and delivery are declared applicable in the offer or order confirmation issued by PL Elektronik.

1.3. Any deviating terms and conditions of the customer (e.g. general terms and conditions of purchase) shall be explicitly rejected.

### 2. Conclusion of Contract

2.1. The "contract" shall include the provisions of these terms and conditions of sale and delivery and (i) any additional provisions that are contained in the offer issued by PL Elektronik; (ii) any specifications or other documents that are incorporated by reference to the offer issued by PL Elektronik; (iii) the order placed by the customer, provided this has been confirmed in writing by PL Elektronik; and (iv) the documents belonging to any contractual amendments.

2.2. Unless explicitly declared otherwise, all offers made by PL Elektronik shall be nonbinding.

2.3. The contract shall only be deemed to have been concluded when PL Elektronik confirms in writing that it has accepted the order ("order confirmation"). For the procedure of order confirmation by PL Elektronik, the customer shall be bound to his order for six weeks.

2.4. For goods subject to German export control, it is agreed that the legally binding contract is subject to the condition precedent that the Federal Office of Economics and Export Control (BAFA), Frankfurter Straße 29 - 35, 65760 Eschborn, Germany, grants the necessary authorization(s) for the sale, delivery, transfer and/or export.

### 3. Product Qualities, Specimens and Samples

3.1. Unless otherwise agreed, the qualities and intended use of the goods shall be those indicated in the product specifications issued by PL Elektronik. The intended use according to the European Regulation on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) shall not be regarded as supplementary product specifications.

3.2. The properties of specimens and samples shall only be guaranteed if they are explicitly described as product properties in the product specifications issued by PL

Elektronik or if they are explicitly agreed as such. The same applies to information on product qualities, durability and other aspects.

### 4. Advice for Specific Applications

The customer shall be solely responsible for deciding whether the goods or other services are suitable for a particular use. Any such advice provided by PL Elektronik shall be non-binding in each case.

### 5. Delivery and Deadlines

5.1. The goods shall be delivered according to the contractually agreed trade terms, which shall be interpreted according to the version of the Incoterms® of the International Chamber of Commerce applicable at the time the contract is concluded. If no specific Incoterms are agreed in the contract, the goods shall be delivered EXW (ex works) from PL Elektronik's factory in Lilienthal / Germany.

5.2. PL Elektronik reserves the right to make premature and partial deliveries and to increase or reduce the agreed delivery quantities in the interest of sending full shipping containers.

5.3. PL Elektronik shall take commercially reasonable precautions to ensure that the goods can be delivered by the agreed delivery date.

5.4. The delivery date shall be amended if a delay is caused by one or more of the following circumstances: (i) force majeure; (ii) a change request; (iii) the customer's failure to comply with a contractual duty; (iv) a delay caused by the end user or another party commissioned by the customer; (v) a delay in obtaining the export license; (vi) the customer's delay in delivering documents or approving documents sent by PL Elektronik. In any case, however, PL Elektronik shall not assume responsibility for any delays caused by a subcontractor designated by the customer or end user. Unless a delay is caused by force majeure, the customer shall reimburse PL Elektronik for the costs of additional transport, storage and/or administration resulting from the delay if the reasons for such are not attributable to PL Elektronik. Delays in delivery caused by the circumstances mentioned under 5.4 (i) to (vi) do not entitle the customer to withdraw from the contract.

5.5. A delivery shall only be considered delayed once the customer has issued a written reminder. If PL Elektronik falls behind with its deliveries or services, the customer must first set a reasonable grace period for it to rectify the issue. If this grace period expires to no avail for reasons attributable to PL Elektronik, the customer shall be

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entitled to refuse the delayed part of the delivery or service. If the customer cannot be reasonably expected to accept a partial delivery, he shall be entitled to withdraw from the contract and reclaim any payments that have already been made in exchange for the goods and services he has already received.

5.6. The customer may not assert any claims due to delayed deliveries or services beyond those explicitly indicated in this section. This restriction shall not apply if PL Elektronik is guilty of unlawful intent or gross negligence.

### 6. Transport Damage

The customer must immediately report any transport damage to the transport company and send a copy to PL Elektronik.

### 7. Transfer of Risk

7.1. The risk of loss and damage shall be transferred to the customer when the goods and/or services are delivered according to the applicable Incoterms.

7.2. If the delivery is delayed at the request of the customer or for other reasons not attributable to PL Elektronik, the risk shall be transferred to the customer at the time originally scheduled for the delivery.

### 8. Permits and Customs Procedures

8.1. As regards official permits (e.g. export, transit and import permits) and customs procedures, the responsibility for such matters and the distribution of costs (and other aspects) shall be determined by the agreed trade terms.

8.2. The customer shall, at his own expense, help PL Elektronik to obtain any information and documents (e.g. end-user certificates) that are requested and required by PL Elektronik to obtain official approvals. The customer shall be held responsible for any delays caused by his failure to comply with his obligation to cooperate in such matters.

8.3. The customer acknowledges that the deliveries may be subject to German and/or international export regulations and must not be carried out without an export or re-export permit issued by the responsible authority. The customer agrees to comply with all applicable export regulations and obtain the necessary official approvals.

### 9. Price and Payment

9.1. Unless otherwise agreed, the contractually agreed price shall be net (i.e. without taxes, duties and deductions).

9.2. The customer shall bear all applicable taxes such as value added tax, excise tax, import tax, trade tax, stamp duty and similar taxes that are levied under or in

connection with the contract and its performance. The same applies to the associated administrative costs (e.g. interest and penalties). All taxes and the associated administrative costs shall be paid by the customer in addition to the contractually agreed price. If such taxes and duties or the associated administrative costs are invoiced to PL Elektronik or the persons who are employed or commissioned by PL Elektronik to perform its contractual obligations, they must be reimbursed by the customer in full.

9.3. PL Elektronik shall be entitled to receive the contractually agreed amount in accordance with the agreed terms of payment.

9.4. Unless otherwise agreed, the payment must be made within thirty (30) days of the invoice date. The price shall be due for payment even if the deliveries or services are delayed for reasons not attributable to PL Elektronik or if minor defects have to be rectified.

9.5. If the customer fails to honor the terms of payment, he shall be in default without the need for a reminder and shall owe default interest at five percent (5 %) a year. PL Elektronik reserves the right to claim compensation for further damage.

### 10. Securities

10.1. If the parties agree that the customer must issue a letter of credit in favor of PL Elektronik, this must be irrevocable, extendible and confirmed by a first-class bank that PL Elektronik deems acceptable. Any payments within the scope of such a letter of credit shall be made on demand when PL Elektronik submits the invoice alongside the relevant waybills, warehouse receipts or other documents agreed between the parties. The customer shall bear all costs associated with issuing, communicating and confirming the letter of credit. If a contractually agreed letter of credit is not provided in accordance with the contractual provisions, PL Elektronik shall be entitled to adhere to the contract or withdraw from it and claim compensation for damages in both cases.

10.2. If the customer is in arrears with a payment for whatever reason, PL Elektronik shall be entitled to refuse to continue performing the contract – without being restricted in its statutory rights – and to withhold any deliveries that are ready to be shipped until new terms of payment and delivery have been agreed with the customer and PL Elektronik has received sufficient securities. If such an agreement cannot be reached within a reasonable period, or if PL Elektronik does not receive sufficient securities, PL Elektronik shall be entitled to withdraw from the contract and claim compensation for damages.

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### 11. Retention of Title

11.1. PL Elektronik shall retain ownership of the delivered goods in each case until the contractually agreed price has been paid in full.

11.2. If goods subject to the retention of title are processed by the customer, PL Elektronik shall be considered the manufacturer and shall immediately acquire ownership of the new goods (if the goods are processed with other materials, PL Elektronik shall immediately acquire co-ownership of the new goods in the ratio of the amount invoiced by PL Elektronik for the delivered goods to the value of the other materials). If goods subject to the retention of title are mixed or combined with something belonging to the customer, the customer shall transfer co-ownership of the new item to PL Elektronik in the ratio of the amount invoiced by PL Elektronik for the delivered goods to the value of the new item. The customer shall store the wholly or jointly owned property for PL Elektronik free of charge.

11.3. The customer shall be entitled to use the goods subject to the retention of title within the ordinary course of his business, provided he complies with his obligations within the business relationship with PL Elektronik in good time. The customer shall not be allowed to use such goods in any other way, particularly by pledging them or using them as collateral. As soon as the customer concludes the contract with PL Elektronik, he shall assign any claims arising from the sale of goods subject to the retention of title to PL Elektronik; if PL Elektronik acquires co-ownership of processed, mixed or combined goods, the customer shall assign the corresponding share of such claims. The customer shall be authorized to collect the claims assigned to PL Elektronik as long as he honors his payment obligations to PL Elektronik and as long as PL Elektronik does not revoke this authorization for any other reason.

11.4. At the request of PL Elektronik, the customer must provide all information about the inventory of goods owned by PL Elektronik and the claims assigned to it. At the request of PL Elektronik, the customer must also mark the goods owned by PL Elektronik as such and inform his customers that the claims have been assigned to PL Elektronik. The customer must immediately inform PL Elektronik in writing if goods subject to the retention of title or claims assigned to PL Elektronik are affected by third-party interventions.

### 12. Warranty

12.1. The customer must inspect the goods or services as soon as this is feasible within the ordinary course of his business. Any defects that can be detected during a proper inspection must be reported to PL Elektronik immediately after the inspection. Any other defects must

be reported to PL Elektronik as soon as they are discovered. The notification of defects must be submitted in writing with an exact description of the nature and scope of the defects.

12.2. If a defect is covered under the warranty, PL Elektronik shall be obliged to repair or replace the defective part at its own discretion. The repair shall be carried out at PL Elektronik's registered office, unless PL Elektronik deems it appropriate to carry out the repair at the place where the delivered goods are kept. The customer shall provide PL Elektronik with the delivered goods or the defective parts to be repaired. PL Elektronik shall only be liable for its own costs incurred as a result of the repair or replacement. Under no circumstances shall PL Elektronik be held liable for the costs incurred to access, remove or reinstall the delivered goods. The defective goods shall be transported to and from PL Elektronik at the expense and risk of the customer; the customer must follow any relevant instructions issued by PL Elektronik. PL Elektronik shall acquire ownership of any replaced parts, unless PL Elektronik explicitly waives such rights.

12.3. All warranty claims held by the customer shall expire one year after delivery.

12.4. The limitation period shall start afresh for replaced or repaired parts. The new limitation period shall run for six (6) months from the delivery of the replaced or repaired parts, but no longer than a period equating to twice the original limitation period indicated in 12.3.

12.5. The warranty shall expire prematurely if the customer or a third party makes changes to the goods or if the customer fails to take all suitable damage limitation measures after detecting a defect and fails to give PL Elektronik the opportunity to rectify the defect.

12.6. The customer shall not be entitled to any warranty claims beyond those explicitly indicated in this section. Any deviating or more extensive claims shall be excluded to the extent permitted by law.

### 13. Exclusion of Further Liability

13.1. The customer shall not be granted any legal remedies beyond those indicated in these general terms and conditions of sale and delivery, regardless of the legal basis. In particular, the customer shall not be entitled to claim compensation for damages, demand a reduction in the price, terminate the contract or withdraw from the contract, unless such rights are explicitly mentioned.

13.2. Unless explicitly stipulated otherwise in these general terms and conditions of sale and delivery, the customer shall not be entitled to claim compensation for damages based on contractual or non-contractual liability or for any other reason. This applies to all types of

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damage that may be incurred by the customer such as lost profits, production interruptions or failures, loss of business or business opportunities, consequential damage and any other form of direct or indirect damage.

13.3. This exclusion of further liability shall not apply to gross negligence or unlawful intent on the part of PL Elektronik; however, the exclusion shall indeed apply to the gross negligence or intent of its agents.

### 14. Force Majeure

14.1. PL Elektronik shall not be held liable for any delay or failure to perform its contractual obligations as a result of force majeure.

14.2. The term "force majeure" means any events or circumstances that are beyond the reasonable control of PL Elektronik, such as epidemics, pandemics, mobilization, war, civil war, acts of terrorism, uprising, political unrest, revolution, sabotage, serious operational disruptions, accidents, strike action, labor disputes, actions or omissions on the part of domestic or foreign authorities or governmental or supranational bodies (e.g. refusal or revocation of export, import or transit permits, trade restrictions, embargoes), natural disasters, the actions of the customer or end user, raw material or energy shortages, transport delays, the late or incorrect delivery of necessary raw materials or semi-finished products or finished products, the rejection of important workpieces or the impossibility of sourcing workers or materials from the usual places.

14.3. If any deliveries from the subcontractors or suppliers of PL Elektronik are delayed or otherwise affected by any of the circumstances described in section 14.2 above, this shall also be considered "force majeure".

14.4. If the performance of contractual obligations is delayed by force majeure, the agreed delivery date or the agreed time for the provision of services shall be extended by the duration of the delay (including the time needed to restore the previous state of affairs). The customer's payment obligations shall not be affected by force majeure.

14.5. If the force majeure persists for longer than six (6) months, either party may terminate the contract in writing with a notice period of seven (7) days. In the event of such a termination, PL Elektronik shall be entitled to compensation for the work performed prior to the termination and for the cost of any supplies that cannot be cancelled. The customer shall be entitled to receive the work and supplies for which he has paid.

### 15. Contractual Amendments

15.1. Each party may submit a written request for contractual amendments to the other party at any time,

particularly with regard to product specifications, delivery terms and delivery times, including additions, replacements and reductions in the goods to be delivered or services to be provided.

15.2. After receiving a change request from the customer, PL Elektronik shall inform the customer how the requested changes shall affect the contract within a reasonable period of time.

15.3. The parties shall agree on an appropriate adjustment of the contract in writing. If such an agreement cannot be reached within ninety (90) days of a change request, PL Elektronik shall be entitled to continue performing the contract without the requested change.

### 16. Compliance

16.1. The customer shall comply with the applicable legislation, particularly competition and antitrust laws, labor regulations (e.g. regarding conflict resources), child protection regulations, the prohibition on trafficking in women, the core conventions of the International Labor Organization and regulations intended to combat counterfeiting or promote environmental protection and human health (e.g. REACH and RoHS).

16.2. As an international market player, PL Elektronik is aware of its corporate social responsibility and expects the same from its business partners.

### 17. Data Protection

PL Elektronik shall process any personal data provided by the customer in connection with the existing contractual relationship – regarding the employees and other natural persons associated with the customer – for the purpose of establishing, performing and terminating the business relationship. Once the business relationship has been terminated, the relevant data shall be stored by PL Elektronik during the statutory retention periods and then deleted. The customer must inform his employees and other natural persons about the extent to which personal data is processed by PL Elektronik. More data protection information can be found here: [www.PL-Elektronik.com/imprint](http://www.PL-Elektronik.com/imprint).

### 18. Miscellaneous

18.1. In the event of contradictions between the contractual documents, the following order of priority shall apply:

a) The latest version of the documents constituting a contractual amendment, as described in section 15 above;

b) The version of the order that was placed by the customer and confirmed in writing by PL Elektronik, as

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stipulated in section 2.3 above, including all documents referred to in the order;

c) The offer made by PL Elektronik (see section 2), including all documents referred to in the offer; and

d) These general terms and conditions of sale and delivery.

18.2. If individual provisions in the contract prove to be ineffective, this shall have no bearing on the effectiveness of the remaining provisions. The ineffective provision shall be replaced by an effective and legally permissible clause that best reflects the original economic purpose.

18.3. Unless otherwise agreed in writing, any changes to the contract must be made in writing.

18.4. The customer shall have no right of set-off.

18.5. Neither party shall assign or transfer their contractual rights or obligations to a third party without the prior written consent of the other party; the affiliated enterprises of PL Elektronik shall not be regarded as third parties.

### 19. "No Russia" clause

19.1 The customer shall not directly or indirectly sell, export or re-export to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with an order which fall within the scope of Article 12g of Council Regulation (EU) No 833/2014.

19.2 The customer shall use its best endeavors to ensure that the purpose of paragraph 19.1. is not frustrated by third parties in the further chain of commerce, including potential resellers.

19.3 The customer shall establish and maintain a reasonable monitoring mechanism to detect conduct by third parties in the wider chain of commerce, including potential resellers, which would frustrate the purpose of Clause 19.1.

19.4 Any breach of Sections 19.1, 19.2 or 19.3 shall constitute a material breach of a material term of this Agreement and PL Elektronik shall be entitled to seek equitable relief, including but not limited to:

(i) termination of this Agreement; and

(ii) liquidated damages in the amount of 10% of the total value of this Agreement or the price of the exported goods, whichever is greater.

19.5 The customer shall inform PL Elektronik immediately of any problems in the application of clauses 19.1, 19.2 and 19.3, including relevant activities of third parties that could frustrate the purpose of clause 19.1. The

customer shall provide PL Elektronik with information on compliance with the obligations under clauses 19.1., 19.2. and 19.3. within two weeks of a simple request.

### 20. Place of Jurisdiction and Applicable Law

20.1. PL Elektronik's local courts shall be the exclusive place of jurisdiction for the customer and PL Elektronik. However, PL Elektronik shall be entitled to take legal action against the customer at the latter's local courts.

20.2. The contract shall be subject to German law to the exclusion of the provisions on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall not apply.

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