

General Terms and Conditions of YAMAICHI ELECTRONICS Deutschland GmbH and YAMAICHI ELECTRONICS Deutschland Manufacturing GmbH (03/2022)

1. General

1.1. Our Sales and Delivery Terms (hereinafter Terms and Conditions) apply exclusively for all our business relationships, continuously and in the future, with companies within the meaning of Section 14 BGB, legal persons under public law and special funds under public law (hereinafter "Buyer"), even if they are not referred to again with the respective conclusion of contract.

1.2. We do not recognise general terms and conditions of our contracting partners that differ from or supplement our terms and conditions unless we have expressly consented to their validity in writing.

2. Offers, Orders, Contract conclusion

2.1. As a rule, our offers are non-binding and subject to change, unless they are expressly designated as binding offers. The sending of our prices should not be considered as an offer. Technical data, information on intended use and product images contained in our advertising and/or in our brochures and other sales documents do not include any offer for conclusion of a guarantee contract within the meaning of Section 443 BGB (German Civil Code).

2.2. Ordering of an item and/or service includes the binding offer of the Buyer to purchase the item or service. We are entitled to accept the contract offer in the order within two weeks after ordering. We can accept the offer either in writing **or** through dispatching/performance of the ordered item/service to the Buyer. We reserve the right not to accept orders even without written declaration or detailed justification. In case of doubt, our silence after the expiry of the acceptance period shall be deemed as a rejection.

2.3. If orders are placed electronically, we will confirm the receipt of the order immediately. The confirmation of receipt does not yet imply the binding acceptance of the order, but our confirmation of receipt can be combined with the declaration of acceptance.

2.4. In case of verbally agreed contracts the scope of deliveries is determined by our written contract confirmation.

3. Delivery

3.1. Partial deliveries or partial services are permissible and obligate our contract partners to pay the pro rata remuneration, unless the partial delivery/services would not be reasonable for them.

3.2. For delivery orders on request the entire order quantity is deemed to have been ordered on request by the Buyer one calendar month after the expiry of the deadline agreed for the request or in the absence of an agreed deadline three calendar months after the conclusion of the contract.

3.3. If the Buyer is entitled to request allocation and if he does not make the allocation within one calendar month after the expiry of the respective agreed request period or in absence of such a period one month after our request, we shall be entitled to allocate, deliver and calculate the total quantity ordered at our discretion.

3.4. Our deliveries are made "ex works Munich" (EXW), unless expressly agreed otherwise. In case of a delivery "ex works", the seller and Buyer obligations concerning the type and manner of delivery are determined in accordance with International Commercial Terms (INCOTERMS® 2021) in their current version.

3.5. The delivery and service deadlines set by us are non-binding and subject to change; they may change due to delays in supply, operational disruptions. The start of delivery and service deadlines presupposes timely and proper execution of Buyer obligations. In case of subsequent amendments and supplements to the contract the delivery periods and deadlines, even if confirmed by us in advance, start to run again or are postponed accordingly, unless a different agreement has been made with the Buyer in the respective individual case.

3.6. Should we be in default of delivery for reasons for which we are responsible, our liability shall be limited to foreseeable, direct average damage.

4. Acceptance default

4.1. Should the Buyer be in default of acceptance or should he intentionally breach other cooperation obligation, without prejudice to our rights under Clause 3.2 and 3.3., we shall be entitled at our discretion to withdraw from the contract and demand compensation for resulting losses, including the additional expenses.

4.2. In case of acceptance default the risk of accidental loss or an accidental impairment of delivered items is also transferred to the Buyer at the time in which the latter is in default of acceptance.

4.3. Additional claims are reserved.

5. Prices and payments

- 5.1. As a rule, our prices are in EURO net cash, ex works/Munich warehouse, plus dispatch and packaging costs, unless otherwise agreed in writing. Statutory duties, customs and taxes are to be paid separately in the amount applicable at the time of invoicing.
- 5.2 In case of an individual order with a net goods value of less than EUR 100.00 we are entitled to charge a minimum quantity surcharge of EUR 30.00 in addition to our prices.
- 5.3. Our prices are valid for six months from of the date of the conclusion of the contract. The agreed prices are valid only for the respective concluded contract.
- 5.4. Price changes are permissible if there is more than six weeks between the conclusion of the contract and the agreed delivery deadline. Should thereafter be an increase in the wages, material costs or market-based cost prices (List price) or should there be a change in the exchange rate until the production time, we shall be entitled to increase our prices in line with the increases in costs.
- 5.5. The first three deliveries are made only against cash on delivery. Any additional subsequent deliveries are due for payment without any deductions within 30 days net cash after invoicing or an equivalent payment schedule.
- 5.6. Payment deadlines are deemed to have been met if we can dispose of the amount within the deadline period. Payments to our representatives and/or agents can be made with discharging effect only if they can provide a written authorisation to collect.
- 5.7. Should the Buyer be in default with his payment obligations in whole or in part he must pay, without prejudice to our other further claims and starting with this point in time a default interest in the amount of annually 5 percent points above the basic interest set by the European Central Bank, unless we can demonstrate higher damages.
- 5.8. For every written dunning of an invoice upon occurrence of a default, we are entitled to demand a processing flat rate fee of EUR 5.00.
- 5.9. The offsetting or retention by the Buyer is excluded, unless his offsetting or retention is undisputed, is legally established or arises from the same contractual relationship. We are entitled to prevent the exercise of the retention right by providing guarantee, even without security.
- 5.10. Should the Buyer stop his payments, should there be an over-indebtedness or if an application is filed for opening insolvency proceedings or should the Buyer be in default with the payment of due bills of exchange or checks, our total claim shall be due for payment without delay. The same applies in case of other essential impairment of economic circumstances of the Buyer. In this case we shall be entitled to demand sufficient security deposit and to withdraw from the contract.

6. Retention of title

- 6.1. The goods remain in our ownership until the fulfilment of all claims against the Buyer available to us under the business relationship (reserved goods), even if individual items have been paid for. Pledging or security assignment of the reserved goods is not allowed.
- 6.2. If the reserved goods are resold or transferred to us - permissible in the course of normal business operations - the Buyer shall assign to us future claims against his customers as a precautionary measure until all claims arising from the business relationship have been settled, without this requiring a special statement at a later date; the assignment also covers the balance claims resulting in the course of existing current account relationships or with the termination of such relationship of the Buyer with his customers. If the reserved goods are resold or transferred together with other items, without having agreed on an individual price for the reserved goods, the Buyer shall assign to us that part of the total price claim with priority over the other claims or the total claim obtained for the transfer, which corresponds to the value of the reserved goods invoiced to us. The Buyer is authorised to the collection of the assigned claims from the resale or transfer until further notice; he is not entitled, however, to dispose of them in another manner, e.g. through assignment. At our request, the Buyer shall inform the customer regarding the assignment and provide us with documents required for asserting the rights against the customer, e.g. invoices, and to share the required information. The Buyer bears the cost for collection and intervention. If the Buyer receives bills of exchange based on the authorisation granted to him to collect assigned claims, the ownership of these papers is transferred to us with the vested right as security. The transfer of bill of exchange is replaced by agreement, which the Buyer takes into safeguarding for us and then delivers to us properly endorsed without delay. In the event that the equivalent value of the claims assigned to us in checks is received by the Buyer or a bank of the Buyer, the latter is obligated to reporting the receipt and to transfer without delay. The ownership of the checks is transferred to us with the vested right as soon as they are received by the Buyer. The transfer of papers is replaced by agreement, which the Buyer takes into safeguarding for us and then delivers to us properly endorsed without delay.

6.3. Should the Buyer process the reserved goods, transform them or combine them with other items, the processing, transforming or combining shall be done for us. We shall be the direct owner of the items produced by way of processing, transforming or combining. Should this not be possible for legal reasons, we and the Buyer agree that we shall become the owner of the new item at any time during the processing, transforming or combining. The Buyer stores the new item for us with the due diligence of a prudent businessman. Items created through processing, transforming or combining are considered reserved goods. With processing, transforming or combining with other items not belonging to us we acquire ownership of the new item in the amount of the share resulting from the ratio of the invoice value of the processed, transformed or combined reserved goods to the value of the new item. In case of sale or leasing of the new item the Buyer shall herewith assign to us his claim arising from the sale or leasing against his customers with all ancillary rights as a precautionary measure, without this requiring further declarations at a later time. The assignment, however, applies only for the amount that corresponds to the value invoiced by us for the processed, transformed or combined reserved goods. That portion of the claim which has been assigned to us has priority over the remaining claim.

6.4. If the reserved goods are combined by the Buyer with real estate or moveable items, the Buyer shall also assign to us the claim he is entitled to as a precautionary measure, without this requiring further declarations at a later time.

6.5. Should the Buyer fail to meet his payment obligation or payment of due bills of exchange or checks in whole or in part, should there be an over-indebtedness or if an application is filed for opening insolvency proceedings, we shall be entitled to take immediate possession of all the goods in our ownership; we shall also be entitled to assert further rights arising from the retention of title. The same applies in case of other essential impairment of economic circumstances of the Buyer. The Buyer grants us or those commissioned by us access to all his business premises during business hours. The demand for handover or possession does not imply withdrawal from the contract. We are entitled to make use of the reserved goods with the due diligence of a prudent businessman and to settle outstanding claims from their proceeds.

6.6. Should the value of the security exceed our claims against the Buyer from the ongoing business relationship by more than 20%, we shall be obligated to release the security to which he is entitled at his request.

7. Claims of the Buyer in case of defects.

7.1. As a rule, only our product description or that of the manufacturer applies as quality of the goods. Public statements, promotions or advertisements of the manufacturer do not constitute contractually specified quality of the goods.

7.2. The Buyer is obligated to meet his inspection and notification obligations under Section 377 HGB (German Commercial Code). Goods delivered by us are deemed to be contractually approved, if we do not receive a notification from the Buyer within 14 days from the receipt of the goods, but no later than 18 days after their delivery ex works, in which it is specifically reported as to which complaint is being raised; this does not apply to hidden defects. Differences in quantity for mass-product items of less than 5% do not establish entitlement to defect complaint. Unless agreed otherwise in writing, our deliveries are made according to the existing standard at the time of ordering.

7.3. At our discretion, the claims are limited to removal of defects or delivery of a defect-free item (subsequent performance). Should the subsequent performance fail, the Buyer is entitled to reduce the price or withdraw from the contract at its discretion.

7.4. Liability for defect caused by unsuitable or improper use, faulty installation - in particular by non-compliance with installation instruction - or start-up by the Buyer or third party, natural wear and tear, faulty or negligent handling, unsuitable operating materials, replacement materials, chemical, electrochemical, electric or weather conditions, is excluded, unless they are due to our fault. Items with galvanised or nickel-plated contacts must be processed within 6 months of the delivery date, as solderability can no longer be guaranteed thereafter.

7.5. Further claims of the Buyer due to criminal liability for consequential damages caused by defects are generally excluded. This does not apply to claims based on intentional or gross negligence on our part or our vicarious agents as well as in case of injury to life, body and health caused by an intentional or negligent breach of obligation on our part or our vicarious agents. The right of the Buyer to withdraw from the contract remains unaffected.

7.6. The warranty period for material defects and legal defects is 1 year from delivery of the goods, unless a consumer goods purchase takes place at the end of the supply chain. The limitation period of one year shall also apply to claims arising from tort, based on a defect in the goods. The limitation period of one year shall not apply to the extent that we or our vicarious agents have unlimited liability for damages arising from the breach of a warranty or from injury to life, limb or health, for intent and gross negligence and for product defects or to the extent as we have assumed a procurement risk.

7.7. We do not provide the Buyer with statutory guarantees. Manufacturer guarantees remain unaffected.

8. Liability

We are liable for damage compensation claims of the Buyer as follows:

- a) Liability for personal injuries is based on statutory provisions.
- b) Liability for property damage is limited to EUR 250,000.00 for each damage event and EUR 500,000.00 in total.

c) Liability for financial losses including indirect damages and lost profits is excluded.

Limitation of liability under b) and exclusion of liability under c) do not apply, if there is mandatory liability in case of damages to privately used items in accordance with Product Liability Act or in case of intentional or gross negligence or breach of essential contractual obligations or the absence of guaranteed properties for contractually typical and foreseeable damages.

9. Performance reservation/Embargo clause

9.1. Our performance of the contract is subject to the proviso that there are no obstacles to fulfilment due to national or international regulations of foreign trade law as well as no embargoes and/or other sanctions. In particular, the Buyer is obligated to refrain from doing business

- (a) with persons, organisations or institutions that are on a sanction list in accordance with national prohibition lists, EC regulations or US export provisions, (b) with embargo states, which are prohibited, (c) for which required approval is not available or not applicable, (d) which are in any way linked to the support, development, production and use of chemical, biological or nuclear weapons of mass destruction.

9.2. The Buyer is obligated in particular to notify us in writing immediately and unsolicited if he intends to deliver our products or services to regions or to use/utilise them in the regions that are subject to such provisions. He shall indemnify us against all legal consequences resulting from the breach of such provisions and provide compensation in the required scope for any resulting damages.

9.3. The Buyer assures that he is not on US, European or national prohibition lists (e.g.: "Entity List", "Denied Persons List", "Specifically Designated Nationals and Blocked Persons") and is not linked to the support, development, production or use of chemical, biological or nuclear weapons of mass destruction. The Buyer shall compensate us for all damages resulting from the breach of this assurance and indemnifies us against any third-party claims in this regard.

9.4. Should the Buyer breach the above obligations and assurances and a contract has already been concluded, we shall not be obligated to the performance of the contract. In addition, we are entitled to withdraw or to terminate the contract with immediate effect, without this establishing any claims against us for the Buyer. Should the Buyer breach the above obligations and assurances and a contract has already been concluded, our declaration relating to the conclusion of a contract is deemed to have been withdrawn with immediate effect and retroactively.

10. Other, Place of performance, Jurisdiction

10.1. Verbal side agreements are considered as part of the contract only if we have confirmed them in writing.

10.2. Should a clause from these contractual conditions be void and/or invalid in whole or in part, this shall not affect the remaining provisions. The invalid provision shall rather be replaced by a valid provision that comes closest to its economic intention.

10.3. If the Buyer is a businessman, Munich shall be the exclusive place of jurisdiction. The same place of jurisdiction applies if the Buyer has no general place of jurisdiction in the Republic of Germany at the time of initiation of legal proceedings. The Buyer is however entitled to appeal to any legally competent court.

10.4. The law of the Federal Republic of Germany applies. The Hague Convention of 01/07/1964 regarding the uniform laws on the international sales and the United Nations Convention of 11/04/1980 regarding contracts on international purchase of moveable property are not applicable.