

General Terms and Conditions for Legal Transactions of GEMAC Chemnitz GmbH
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Email: info@gemac-chemnitz.de

1. Scope of the General Terms and Conditions

The products and services as well as the online platform at the address gemac-chemnitz.com are offered by GEMAC Chemnitz GmbH and are **aimed exclusively at companies or entrepreneurs, legal persons under public law or special funds under public law within the meaning of Section 310(1) of the German Civil Code (hereinafter "BGB")**, i.e. not to consumers. These Terms and Conditions therefore apply only to them.

GEMAC Chemnitz GmbH maintains an online platform at the address gemac-academy.com. For distance selling contracts with GEMAC Chemnitz GmbH (hereinafter "GEMAC") relating to the products and services offered in the online shop of the ACADEMY, accessible under gemac-academy.com, the **Terms and Conditions listed separately there** shall apply exclusively.

For all other contracts with GEMAC Chemnitz GmbH with regard to all manufacturing services, deliveries, performance, contract conclusions and offers - in particular with regard to the products advertised on the online platform gemac-chemnitz.com - the **General Terms and Conditions stated here (hereinafter referred to as: GTC-GEMAC)** shall apply exclusively.

The GTC-GEMAC shall also apply to all future transactions with the contracting party if and to the extent that they are legal transactions of a related nature.

Individual agreements made on a case-by-case basis shall take precedence over the GTC-GEMAC. Such individual agreements shall only be valid if they are agreed in text form or confirmed by GEMAC in text form, unless it can be proven otherwise.

The validity of **any deviating GTC of the customer/contracting party is hereby expressly rejected**. Even without reference being made to this again, such deviating Terms and Conditions shall not become part of the contract, even in the event of a delivery by GEMAC.

The exclusive contractual language is German.

2. Offers and conclusion of contracts

GEMAC offers are valid for a period of four weeks **unless otherwise stated in the offer**.

All orders or acceptance of orders, supplements, amendments or ancillary

agreements to offers or specifications must be made in text form and require confirmation by GEMAC in text form. Advance payment or, for design services, a deposit and instalment payments are required from new customers. For blanket orders and call-off orders, binding call-off dates and delivery quantities are usually agreed with GEMAC when the order is placed.

The products and other offerings available on the gemac-chemnitz.com website do not constitute an offer to conclude a contract. Upon request, GEMAC will submit an offer to the customer/client for the conclusion of a contract. This is usually done by email.

The **contract is not deemed concluded** by the mere declaration of acceptance of GEMAC's offer or an order/order placement by the customer/client. A **contract is only concluded by GEMAC's order confirmation in text form**, but not before agreement has been reached between the parties on all commercial and technical issues and any necessary approvals have been obtained.

3. Production and development documents

The client is responsible for the correctness and completeness of the information in their parts lists and production documents or in the specifications when the contract is concluded and bears all costs for damages, changes resulting from incorrect or missing information or other subsequent changes. The client/customer is obliged to **provide GEMAC with parts lists in machine-readable form (see supplementary sheet on assembly production) right from the bidding phase**. If these are not available in machine-readable form, the expenses for the preparation of the parts list shall be charged to the client/customer.

Drawings, calculations, specifications, performance data, deadlines, dimensions, weights and other requirements are not binding for GEMAC in the absence of an **express agreement (in text form)**.

4. Provision of materials and packaging units

GEMAC reserves the right to charge surcharges if common packaging units are broached. Residual quantities from packaging units and production-related overdeliveries must be accepted by the customer/client at their expense after notification/request by GEMAC.

Provision of materials by the client/customer shall be made with a 2% overdelivery, unless otherwise agreed. These will not be purchased by GEMAC.

5. Delivery and performance time

A delivery obligation exists at the earliest through corresponding confirmation/conclusion of the contract by GEMAC in text form.

Delivery times or dates are only binding if they have been expressly designated as binding by GEMAC in text form. Delivery periods begin with the entering into force of the contract.

GEMAC is entitled to reasonably postpone or extend the delivery date/delivery period - even during a delay that has already occurred - by notifying the customer accordingly (in text form)

- if change requests by the customer/client are agreed after conclusion of the contract, or
- in the event of force majeure and all other unforeseen impediments, (including in particular operational disruptions, strikes, lockouts or disruptions of transport or delivery routes, war, pandemic, etc.),

unless these have only an insignificant influence on the intended execution or delivery or GEMAC is responsible for them.

The foregoing shall also apply in the event that such circumstances occur at upstream suppliers, sub-suppliers or subcontractors of GEMAC. GEMAC undertakes to inform the customer/client as soon as possible of the beginning and end of such impediments.

In the event that such circumstances significantly change the economic significance and/or the content of the performance and/or have a significant effect on the operations of GEMAC and/or in the event that the impossibility of performance/delivery subsequently becomes apparent, the parties undertake to make reasonable adjustments to the contract. To the extent that a reasonable adjustment of the contract is not economically justifiable, GEMAC is entitled to withdraw from the contract in whole or in part. In these cases, a claim for damages by the customer/client is excluded.

Liability for late delivery/performance is excluded, unless GEMAC or its vicarious agents are at fault due to intent or gross negligence. GEMAC is not liable for any fault on the part of GEMAC's upstream suppliers. However, GEMAC undertakes to assign any claims for damages against upstream suppliers to the customer/client.

6. Prices and price adjustment

The prices stated in GEMAC's order confirmation plus the statutory value-added tax applicable at the time of delivery are decisive.

If GEMAC's manufacturing and/or purchasing costs change by more than 5% in total after conclusion of the contract (e.g. due to wage increases, energy price increases, increases in purchase prices, customs duties, levies or other costs), the share of costs included or not included in the originally agreed price may be adjusted by GEMAC in accordance with the change in costs. This only applies if the changes were made at

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least six weeks after the conclusion of the contract. The claim for a price adjustment must be asserted in text form against the customer/client and shall become due upon receipt of the adjustment notice.

Additional deliveries and services or any additional costs of a different nature that may arise during the term of the contract shall be agreed as an addendum in text form and shall be invoiced separately to the customer.

7. Delivery and passing of risk

Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the customer/client, the goods shall be shipped to another destination (sale to destination according to buyer's instructions). Unless otherwise agreed, GEMAC is entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself.

The risk of accidental loss and accidental deterioration shall pass to the buyer at the latest upon handover. In the case of sale to destination according to buyer's instructions, however, the risk of accidental loss and accidental deterioration as well as the risk of delay shall already pass over upon delivery/transfer of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. Insofar as acceptance has been agreed, this shall be decisive for the passing of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. If the customer/client is in default of acceptance, this shall be equivalent to handover and/or acceptance. This means in particular that if dispatch is delayed at the customer's request or for other reasons (e.g. if the customer fails to call off the goods on time or at all within blanket or call-off contracts) or becomes impossible, the risk passes to the customer upon notification of readiness for dispatch, unless GEMAC is responsible for the delay.

If the buyer is in default of acceptance or fails to cooperate, or delivery from GEMAC is delayed for other reasons for which the buyer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).

We are entitled to demand lump-sum compensation for the damage caused by default of acceptance. The lump sum for damages shall amount to 1% (one percent) of the net price (delivery value) for each calendar week of delay or part thereof, however no more than 10% (ten percent) of the delivery value of the goods not accepted, commencing with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. This does not affect GEMAC's right to prove

higher damages and other statutory claims (in particular compensation for additional expenses, reasonable compensation, termination). However, in the event of further monetary claims for damages, the lump sum shall be offset against these. The customer/client shall be entitled to prove that GEMAC has incurred no damage at all or only significantly less damage than the aforementioned lump sum.

The rights of the buyer pursuant to section 11 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

GEMAC products are intended for the German market. The customer/client undertakes not to sell, export, re-export, supply or otherwise pass on the products, either directly or indirectly, to persons, companies or countries where this violates German or European laws or regulations.

The customer/client shall procure at their own expense all licences and export and import papers required for possible use of the products abroad. The refusal of an export or import permit does not entitle the customer/client to withdraw from the contract or to claim damages.

8. Acceptance

Unless otherwise stipulated in the contract and/or in these GTC, the statutory provisions shall apply to the acceptance.

If the customer/client is in default of acceptance, this shall be equivalent to handover and/or acceptance.

The customer may not refuse acceptance if any defect does not significantly impair the usability of the item delivered and GEMAC acknowledges its obligation to remedy the defect. If a delivery item consists of several independently usable units, acceptance of the remaining units may not be refused if only a part of the units is defective.

9. Warranty

The statutory provisions shall apply to the rights of the customer/client in the event of material defects and defects of title (including incorrect and short shipment as well as improper assembly/installation or inadequate instructions), unless otherwise stipulated below. In all cases, the special statutory provisions on the reimbursement of expenses in the case of final delivery of the newly manufactured goods to a consumer (supplier recourse pursuant to Sections 478, 445a, 445b and Sections 445c, 327(5), 327u BGB) shall remain unaffected, unless an equivalent compensation has been agreed, e.g. within the framework of a quality assurance agreement.

The basis of the liability for defects is primarily the agreement reached on the

quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications, which are the subject of the respective individual contract or which were publicly announced by GEMAC at the time of the conclusion of the contract, are deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, the legal regulation of Section 434(3) BGB must be applied to assess whether or not there is a defect.

In any case, the warranty is excluded in the event that the goods/products delivered by GEMAC are used by the customer in an improper and unprofessional manner during further use and/or further processing and/or the software installed by GEMAC/designated for the product is modified, extended, replaced or other similar manipulations are carried out.

In the case of deliveries/services with digital elements or other digital content, GEMAC shall be required to provide and, if applicable, update the digital content only insofar as this is expressly regulated in a quality agreement. GEMAC accepts no liability in this respect for public statements issued by a manufacturer or other third parties.

Liability is excluded for defects of which the customer/client is aware at the time of conclusion of the contract or is not aware due to gross negligence. The customer/client shall only be entitled to assert claims for defects on the condition that they have fulfilled their **statutory duties of inspection and notification (e.g. Sections 377, 381 of the German Commercial Code (hereinafter "HGB"))**. In the case of products intended for installation or other further processing, an inspection must always be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, GEMAC must be notified of **this immediately via the GEMAC RMA portal** (available at gemac-chemnitz.com) **or in text form**. In any event, **obvious defects** must be reported within **three working days** of delivery, and defects not immediately apparent upon inspection within **seven working days** from discovery, **via the RMA portal or in text form**. GEMAC would like to point out (without obligation) that the **GEMAC RMA portal** (available at gemac-chemnitz.com) should be used for any RMA procedures, as this considerably accelerates the handling and processing by GEMAC.

If the customer/client **fails to** carry out a proper inspection and/or give notice of defects, the liability of GEMAC for the defect not reported or not reported properly or in time shall be excluded in accordance with the statutory provisions. In the case of a product/service intended for incorporation, attachment, installation or further processing, this shall also apply if the defect only became apparent after the corresponding processing as a result

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of the breach of one of these obligations. In this case, there shall in particular be no claims for reimbursement of corresponding removal and installation costs or similar expenses.

If the delivered item is defective, GEMAC may choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). If the type of subsequent performance chosen by GEMAC is unreasonable for the customer/client in an individual case, then the customer/client may reject it. GEMAC's right to refuse subsequent performance under the statutory conditions remains unaffected.

GEMAC is entitled to make the subsequent performance owed dependent on prior payment of the purchase price due. The customer/client is, however, entitled to retain a part of the purchase price that is reasonable in relation to the defect.

The customer/client must give GEMAC the time and opportunity required for the subsequent performance owed, and in particular must hand over the disputed delivery/service for inspection purposes. In the event of a replacement delivery, the customer/client must return the defective item to GEMAC upon request in accordance with the statutory provisions; the customer is, however, not entitled to return the goods. Subsequent performance does not include the removal, dismantling or disassembly of the defective item or the installation, fitting or assembly of a defect-free item, unless GEMAC was originally obliged to perform these services. Statutory claims of the customer for reimbursement of corresponding costs ("removal and installation costs") shall remain unaffected in accordance with the following provision.

The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, if applicable, removal and installation costs, shall be borne or reimbursed by GEMAC in accordance with the statutory provisions and these GTC-GEMAC if a defect actually exists. Otherwise, GEMAC may demand compensation from the customer/client for the costs incurred as a result of the unjustified request to remedy a defect, unless the customer/client was neither aware of the non-existence of the defect nor negligently unaware of it.

If a reasonable period to be set for subsequent performance has expired without success or is dispensable in accordance with the statutory provisions, the customer/client may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, the right of withdrawal is excluded if there is only an insignificant defect.

Claims of the buyer for damages or reimbursement of futile expenses shall also

exist in the event of defects only in accordance with Clause 11 of these GTC-GEMAC and shall otherwise be excluded.

10. Retention of title

Until full payment of all present and future claims arising from the contract and an ongoing business relationship (secured claims), we retain title to the delivered goods.

The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer/client must notify GEMAC immediately in writing if an application is made to open insolvency proceedings or if third parties seize the items owned by GEMAC (e.g. through attachment).

In the event of conduct in breach of contract on the part of the customer/client, in particular non-payment of the purchase price due, GEMAC is entitled to withdraw from the contract in accordance with the statutory provisions or/and to request the return of the goods on the basis of the retention of title. A request for the return of goods does not simultaneously include a declaration of withdrawal; GEMAC is instead entitled to request only that the goods be returned and to reserve the right to withdraw from the contract. If the customer/client does not pay the purchase price due, GEMAC may only assert these rights if it has previously set the customer/client a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.

Until revoked in accordance with the following provision (see c), the customer/client is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

- a) The retention of title extends to the products resulting from the processing, mixing or combination of the goods at their full value, whereby - only for this case - GEMAC is deemed to be the manufacturer or supplier. However, no obligations arise for GEMAC from this legal position. If, in the event of processing, mixing or combining with goods of third parties, the latter's right of ownership remains, GEMAC shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
- b) The customer/client hereby assigns to GEMAC by way of security any claims against third parties arising from the resale of the goods or the product in their entirety or in the amount of any co-ownership share pursuant to the preceding paragraph. GEMAC accepts the assignment. The obligations of

the customer/client stated in para. 2 shall also apply in respect of the assigned claims.

- c) The customer/client remains authorised to collect the claim in addition to GEMAC. GEMAC undertakes not to collect the claim as long as the customer meets their payment obligations to GEMAC, there is no deficiency in their ability to pay and GEMAC does not assert the retention of title by exercising a right pursuant to para. 3. However, if this is the case, GEMAC may demand that the customer disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. In addition, GEMAC is entitled in this case to revoke the buyer's authority to re-sell and process the goods subject to retention of title.
- d) If the realisable value of the securities exceeds GEMAC's claims by more than 10%, the securities exceeding the corresponding value will be released at GEMAC's discretion upon the customer's request.

11. Liability in other respects

Unless otherwise provided in these GTC-GEMAC including the following provisions, GEMAC shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

GEMAC shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of ordinary negligence, GEMAC shall be liable, subject to statutory limitations of liability (e.g. due care in its own affairs; insignificant breach of duty), only

- a) for damages arising from injury to life, limb or health, and
- b) for damages arising from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contracting party regularly relies and may rely); in this case, however, liability is limited to compensation for the foreseeable, typically occurring damage.

The limitations of liability resulting from paragraph 2 above also apply to third parties as well as in the event of breaches of duty by persons (also in their favour) for whose fault GEMAC is responsible under statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the delivered goods/services has been offered and for claims of the customer/client under the Product Liability Act.

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The buyer may only withdraw from or terminate the contract due to a breach of duty that is not attributable to a defect if GEMAC is responsible for the breach of duty. A free right of termination by the customer/client (in particular according to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

In the case of the manufacture and/or processing of printed circuit boards and assemblies for which no electrical or functional test is carried out in accordance with the order, GEMAC only guarantees the processing technology, not the functioning.

Materials provided by the customer are excluded from GEMAC's warranty obligation. The client shall also bear the full risk (the exclusion of warranty shall also apply here) in the event of special procurement of construction elements etc. on their behalf. The illustrations, dimensions, descriptions, technical details and packaging units specified in the relevant catalogues and/or other publications are not binding unless this is expressly agreed. In this respect, GEMAC expressly reserves the right to make changes.

To the extent that liability is limited or excluded, this also applies to any personal liability of employees, representatives and/or vicarious agents of GEMAC.

12. Terms of payment / Invoicing / Offsetting / Retention

Unless otherwise agreed, GEMAC's invoices are due within fourteen calendar days net, in each case from delivery of the goods. The buyer is in default fourteen calendar days at the latest after the due date of GEMAC's claim, without the need for a separate reminder.

If it is agreed that the goods are to be released for dispatch by our customer/client within a certain period after notification of readiness for dispatch (call-off), GEMAC shall be entitled to invoice the goods from the time of readiness for dispatch; in this case the purchase price shall be due for payment net after fourteen calendar days from the date of the invoice - unless otherwise agreed.

The contracting party may only set off claims that are undisputed or have been established as final and absolute. They shall only be entitled to rights of retention insofar as such are based on the same contractual relationship. In the event of defects in the delivery, the buyer's counter rights shall remain unaffected, in particular in accordance with the provisions of these GTC-GEMAC.

13. Limitation period

Notwithstanding Section 438(1) no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been

agreed, the limitation period shall commence upon acceptance.

If the goods constitute a building or an object that has been used for a building in accordance with its customary use and has caused its defective state (building material), the limitation period shall be five years from delivery in accordance with the statutory provision (Section 438(1) no. 2 BGB). Other special statutory provisions on limitation (in particular Section 438(1) no. 1, (3), Sections 444, 445b BGB) shall also remain unaffected unless explicitly provided for otherwise in these GTC-GEMAC.

The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages asserted by the buyer based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages asserted by the buyer pursuant to Clause 11, paragraph 2, sentence 1 and sentence 2 lit. a) as well as under the Product Liability Act shall lapse exclusively in accordance with the statutory limitation periods.

14. Exclusion of the right of withdrawal

The offers of GEMAC ACADEMY are directed exclusively at customers who are not consumers within the meaning of Section 13 BGB. **There is therefore no right of withdrawal.**

15. Data protection

The privacy policy of GEMAC Chemnitz GmbH shall apply. This is available at: gemac-chemnitz.com

16. Final provisions

It is **agreed** between the customer and GEMAC that **CHEMNITZ** (Germany) is both the **place of performance** and the **place of jurisdiction** for disputes arising out of or in connection with the deliveries and services as well as the other business relationship, contractual relationship, etc. In addition, GEMAC has the right (at its discretion) to sue the customer/client at the customer's general place of jurisdiction. In all other respects, the statutory provisions shall apply.

The **law of the Federal Republic of Germany** shall apply **exclusively**, excluding any conflict of laws provisions and excluding the UN Convention on Contracts for the International Sale of Goods and excluding any other provisions relating to international sales and/or delivery contracts. The **contractual language** is exclusively **German**.

Should individual provisions or parts of individual provisions of these GTC-GEMAC be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to agree on a provision which, in terms of its meaning and purpose, comes as close as possible

to the invalid provision in economic terms.

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