

General Terms and Conditions of PSZ electronic GmbH

1. General:

All deliveries and services provided by PSZ electronic GmbH to entrepreneurs are based exclusively on the following terms and conditions, which are agreed upon with the acceptance of the service even without the express consent of the customer. The customer's terms and conditions shall not apply even if they are not expressly rejected and the delivery is carried out. Deviations and additions by the customer are only validly agreed with the express written confirmation of PSZ electronic GmbH. They only apply to the transaction for which they are made. The following terms and conditions also apply to future contracts, even if this is not expressly agreed in the future.

2. Offers, conclusion of contract, written form:

The offers made by PSZ electronic GmbH are always non-binding. After the customer has placed an order, the contract is concluded by means of a written order confirmation, which is also legally valid if generated automatically and without a signature or name, or by means of delivery. Information provided prior to the order as part of order processing, in particular regarding performance, consumption, or individual data, is only binding if it is confirmed in writing by PSZ electronic GmbH with the order confirmation or thereafter.

3. Prices

The prices valid on the day of delivery plus VAT apply.

- 3.1. Shipping packaging is charged separately and cannot be returned. The delivery of mesh boxes and Euro flat pallets is carried out on an exchange basis.
- 3.2. The minimum order value is EUR 150.00 net. Orders with a lower net value will be charged EUR 25.00 net in proportionate costs.
- 3.3. Prices must be quoted in euros. Prices are ex works and exclude packaging. Price changes are permitted if the factors underlying the price calculation have changed four months after conclusion of the contract. If the customer makes changes after conclusion of the contract, PSZ electronic GmbH may adjust the prices accordingly.
- 3.4. Under- and over-deliveries of +/- 10% are permitted. Delivery may be made in partial quantities. In the case of custom-made products, PSZ electronic GmbH reserves the right to over- or under-deliver by up to 10% for items sold by the piece and by up to 15% for items sold by the meter. The additional/reduced quantities shall be remunerated at the agreed price per piece.

4. Dates and deadlines:

PSZ electronic GmbH will make every effort to adhere to the delivery dates and deadlines specified in the order confirmation; however, these are only estimated delivery times and are not fixed or agreed upon in the calendar.

- 4.1 Delivery periods shall only commence after all details have been clarified in full. The execution of deliveries is subject to the timely response to all queries, the submission of all necessary or requested drawings and documents or parts to be provided, the granting of all necessary approvals and authorizations, etc.; otherwise, the delivery time shall be extended accordingly.
- 4.2 The deadline or date shall be deemed to have been met if the shipment has been dispatched within the deadline or on the agreed date, notification of its readiness for dispatch has been given, or it has been collected.
- 4.3 PSZ electronic GmbH is only obliged to execute and deliver if the customer has made all agreed payments. If payments are made late, we may extend the delivery periods accordingly.
- 4.4 If failure to meet a deadline or date is due to force majeure, mobilization, war, riots, strikes, lockouts, or other unforeseeable obstacles affecting the fulfillment of the order, for which PSZ electronic GmbH is not responsible and which occurred or became known to us after the conclusion of the contract, the deadline or date shall be extended appropriately. This also applies in cases of unforeseeable events that affect the operations of a supplier and for which neither the supplier nor PSZ electronic GmbH is responsible.
- 4.5 If shipment is delayed at the customer's request or for other reasons for which the customer is responsible, PSZ electronic GmbH is entitled to charge the costs incurred for storage, beginning one month after notification of readiness for shipment, but at least a storage fee of 0.5% of the invoice amount for each month or part thereof. The storage fee is limited to a total of 5% of the invoice amount, unless PSZ electronic GmbH can prove that higher costs have been incurred. The customer is permitted to prove that no costs have been incurred at all or that they are lower than the flat rate.
- 4.6 Partial deliveries are permitted.
- 4.7 The quantities and weights that we have delivered ex works or handed over for shipment shall be decisive for the calculation.
- 4.8 For intra-Community deliveries, the customer is obliged to provide PSZ electronic GmbH with their VAT ID number, as well as any other information necessary to verify tax exemption, and to provide us with the necessary documentation to prove tax exemption. If the customer does not fulfill these obligations in a timely manner, PSZ electronic GmbH will not treat the delivery as tax-exempt. We shall then be entitled to charge and demand the applicable sales tax in addition. If we have wrongly assumed a delivery to be tax-exempt due to incorrect information provided by the customer

, the customer shall indemnify us against the tax liability and bear all additional expenses.

5. Shipping, transfer of risk:

The risk of performance is transferred to the customer upon handover to the carrier. PSZ electronic GmbH only takes out insurance at the express request of the customer, who bears the costs.

6. Liability for damages due to breach of duty:

- 6.1 PSZ electronic GmbH is not liable for lost profits. Damages are limited to 1% for each completed week of delay and to a total of 5% of the order amount. Damages in lieu of performance are limited to 10% of the order amount. Insofar as PSZ electronic GmbH is obliged to pay damages, this obligation is always limited to the damage foreseeable at the time the contract was concluded. These limitations of liability shall not apply if a commercial fixed-date transaction has been agreed, if we are responsible for intent or gross negligence or the breach of essential contractual obligations, or if we are liable for damage to life, limb, or health. Claims for breaches of duty arising from the contractual obligation, insofar as these do not concern essential contractual obligations, shall become time-barred within the same period as the warranty rights. Claims due to negligent failure to provide information about negative characteristics of our products are excluded, unless this constitutes a material defect, unless we have additionally undertaken to provide the customer with express advice. Our statutory liability under the Product Liability Act remains unaffected by the above provisions.
- 6.2 Our liability for the loss or alteration of data shall be limited to the typical restoration costs that would have been incurred if backup copies had been made regularly and in accordance with the risk involved.

7. Complaints and warranties:

The notice of defects prescribed in accordance with Sections 377, 381 (2) HGB (commercial obligation to inspect and give notice of defects), must be made in writing without delay – in the case of recognizable defects, no later than 5 days after receipt of the goods at their destination, stating the delivery note and invoice number – and must be received by PSZ electronic GmbH.

- 7.1. In the event of a timely complaint, the customer may demand subsequent performance (rectification of the defect or delivery of a defect-free item). If two attempts at subsequent performance are unsuccessful (failed subsequent performance) or if PSZ electronic GmbH refuses subsequent performance or if subsequent performance is unreasonable, the customer may withdraw from the contract or reduce the purchase price or demand compensation for the service.
- 7.2. No warranty is provided for impairments to the delivery item due to natural wear and tear, damage after transfer of risk, or improper handling.

- 7.3. The customer is obliged to grant PSZ electronic GmbH the necessary time and opportunity for subsequent performance.
- 7.4. Liability shall lapse if the customer or third parties have carried out reworking or modifications to our delivery without the prior consent of PSZ electronic GmbH, or if parts not supplied or approved by us have been used.
- 7.5. If PSZ electronic GmbH agrees to take back goods as a gesture of goodwill, the returns must be reported to us and carried out by the customer at their own expense.

8. Terms of payment:

Invoices are issued upon shipment. If goods ready for shipment cannot be shipped for reasons attributable to the customer, the invoice will nevertheless be issued and become due. Our invoices are payable strictly net within 30 days of the date of issue. Upon expiry of this period, the customer shall be in default even without a reminder. A 2% discount on the value of the goods shall be granted for payment within 10 days.

- 8.1 In the event of default, PSZ electronic GmbH is entitled to charge default interest at a rate of 9% above the base rate without proof of damage. The assertion of further damages is not excluded. Payments shall always be used to settle the oldest debt due, including any default interest accrued thereon. The payment shall first be credited against interest and costs.
- 8.2 The customer may only offset undisputed or legally established claims or exercise a right of retention on the basis of such claims, unless the customer asserts material defects. In the event of retention of payments, the claim must be based on the same legal relationship.
- 8.3 Receivables are sold to a factoring company at the time of invoicing.
- 8.4 In the case of contracts for work and services, the unconditional payment of our invoice shall be deemed to constitute unconditional acceptance of our performance and a waiver of any contractual penalty that may have fallen due.
- 8.5 The customer also accepts electronic transmission of invoices. PSZ electronic GmbH reserves the right to choose the method of transmission, which must comply with the statutory provisions.

9. Retention of title:

- 9.1 The goods delivered by PSZ electronic GmbH remain our property until all claims arising from the business relationship between us and the customer have been paid in full.
- 9.2 The customer is entitled to resell and/or process the goods subject to retention of title in the normal course of business, unless otherwise specified below. However, pledging or transferring ownership of the goods as security is not permitted.

- 9.3 If the goods subject to retention of title are processed, combined, mixed, or blended with other goods or items not belonging to us, we shall be entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the other processed goods or items at the time of processing, combination, mixing, or blending. If the customer acquires sole ownership of the new item, the contracting parties hereby agree that the customer shall grant us co-ownership of the new item in proportion to the invoice value of the processed, combined, mixed, or blended goods subject to retention of title to the invoice value of the other processed goods or items. The manufacturing costs, overheads, and other imputed cost factors shall not be taken into account when calculating our co-ownership share. The customer is obliged to disclose the calculations of its cost of goods to PSZ electronic GmbH at any time upon request in order to determine our co-ownership share. It is hereby agreed that the customer shall store the item in our co-ownership for us free of charge.
- 9.4 The customer hereby assigns to us by way of security all claims arising from the resale of our goods subject to retention of title in the amount of the purchase price agreed with us; we accept this assignment. We only agree to resale if an effective transfer of claims can take place on the basis of the above declaration of assignment. If the goods subject to retention of title are resold together with other goods, regardless of whether without or after processing, combination, mixing, or blending, the above-agreed assignment in advance shall only apply to the invoice value of the goods subject to retention of title that are resold together with the other goods.
- 9.5 In the case of contracts for services or work, upon fulfillment of which our retention of title expires, the customer's wage claim in the amount of the invoice value of the processed goods subject to retention of title is hereby assigned to PSZ electronic GmbH; we accept this assignment.
- 9.6 Until revoked by PSZ electronic GmbH, the customer is authorized to collect the claims assigned to us in advance on our behalf in their own name. The collection authorization shall expire even without our express revocation if the customer fails to meet its obligations to us or falls into financial difficulties, in particular if insolvency proceedings are initiated or if there is reason to fear that amounts collected by the customer cannot be transferred to us. In the case of partial payments on wage claims partially assigned to us, the customer is obliged to first offset the partial payment against the part of the claim not assigned to us. Between us and the customer, partial payments collected by the customer shall always be deemed to have been used to settle the part of the claim not assigned to us.
- 9.7 The collection authorization does not authorize factoring. We also do not agree to the assignment of the resale or wage claim assigned to us within the framework of a genuine factoring agreement.

- 9.8 At our request, the customer is obliged to provide written information at any time regarding the whereabouts of goods subject to our retention of title. The customer is obliged to name other owners and the debtors of the claims assigned to us, to provide us with all information necessary for collection of the assigned claims, to make available all documents necessary for collection, in particular the contract documents and invoices, and to notify the debtor of the assignment at our request at any time. The customer must provide us with notices of assignment at any time. He is obliged to notify us immediately of any impairment of our retention of title rights or other securities, in particular pledges.
- 9.9 In the event of breach of contract by the customer, in particular in the event of default in payment of a claim arising from the business relationship, or if the customer suffers financial collapse, suspends payments, is subject to judicial insolvency proceedings, or requests an out-of-court settlement with its creditors, we may withdraw from the contract after setting a reasonable grace period and demand the return of the goods.
- 9.10 We undertake to release the securities to which we are entitled at the customer's request to the extent that the value of our security exceeds the claims to be secured by more than 20%; the selection of the securities to be released is at our discretion.

10. Design and program changes:

We reserve the right to make changes in design and execution in light of new experience and improvements.

11. Confidentiality/confidential information:

The term "confidential information" refers to any communications that one of the parties (PSZ electronic GmbH or customer) makes directly or indirectly in writing, electronically, or verbally to the receiving party and which, in the sole and decisive opinion of the disclosing party, represents economic and/or other specific value for the latter and is confidential or protected in nature and clearly designated as such, and which was also designated as such in the event of verbal disclosure. The receiving party undertakes

- 11.1 not to use the confidential information for any purpose other than the evaluation and processing of the area of cooperation and not to use the confidential information, either in whole or in part, in connection with any other work of the receiving party.
- 11.2 to keep the confidential information protected at all times and to ensure that all material referring to or containing such confidential information is clearly marked as confidential, regardless of whether it has been communicated by the disclosing party or compiled by the receiving party, including all drafts, drawings, reports, notes, and/or

copies, reproductions, impressions, and translations, in order to prevent unauthorized use or reproduction.

- 11.3 to limit the disclosure of confidential information to its officers and employees who need to have reasonable knowledge of such information and to protect confidential information with the same degree of care that it uses to protect its own confidential information.
- 11.4 not to disclose the confidential information or parts thereof to any third party, with the exception of persons whom the receiving party wishes to consult for the evaluation of the protected information and for whom the receiving party assumes responsibility for compliance with this agreement.

12. Forwarding goods abroad:

When goods are delivered abroad by a domestic buyer, the customer is responsible for checking whether the goods to be exported are subject to restrictions under the Foreign Trade Act of the Federal Republic of Germany, the EU Dual-Use Regulation, or US foreign trade law.

13. Place of performance, place of jurisdiction, final provisions:

The place of performance for all obligations arising from this contract, in particular for the payment of the purchase price, and the place of jurisdiction is Weiden i.d.Opf., provided that the customer is a merchant within the meaning of § 38 (1) ZPO (German Code of Civil Procedure). However, PSZ electronic GmbH is entitled to bring legal action at the customer's place of business. The law of the Federal Republic of Germany applies exclusively. The validity of the uniform UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14. Severability clause:

Should individual provisions of these contractual terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions if a meaningful provision remains within the overall structure of the contract.

PSZ electronic GmbH
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