

General Terms and Conditions for Deliveries Abroad (supplement)

General conditions:

All of the vendors' quotations, supply contracts and services are based on the following General Terms and Conditions for Deliveries Abroad and the electrical industry's General Terms of Supply for Products and Services.

1 General clauses

- 1.1 The placement of an order is deemed to be acceptance of these delivery terms.
- 1.2 All telephone agreements require written confirmation.
- 1.3 The supplier reserves the right to send invoices by mail letter or via e-mail

2 Payment terms

- 2.1 All deliveries are ex works, exclusive of packaging. Carriage costs are calculated individually based on the destination country and the size and weight of the consignment.
- 2.2 Packaging costs: parcels €6; pallets €10; special packaging subject to a surcharge.
- 2.3 No discount can be granted on small orders with a gross goods value of less than €300. A processing fee of €25 is charged on small orders worth under €250 for which products have to be specially made (list products excluded).
- 2.4 Unless otherwise agreed, all deliveries are made ex works in Albstadt and as a fundamental principle in accordance with the then prevailing version of INCOTERMS. All costs for any separate insurance covers requested by the purchaser are borne by the same.
- 2.5 In the absence of any special agreement, all deliveries are subject to prepayment. Regardless of whether or not the goods have been received by the purchaser / recipient, payment is to be made, unless otherwise agreed, with no deductions not later than 30 days from date of invoice or within 10 days of said date with a cash discount deduction of 2%. Such deductions apply exclusively to the net value of the goods. All repairs, processing fees, and costs for packaging and freight are excluded from this.
- 2.6 If the agreed deadline for payment is missed, the overdue payment procedures come into effect with no need for any separate payment reminder to be sent. Without prejudice to the enforcement of other rights, annual late payment interest shall be charged at the level of 8% above the prevailing base rate as specified at Article 247 of the German Civil Code (BGB). If the purchaser is a consumer as defined by Article 13 of the BGB, the interest rate shall be 5% above the prevailing base rate as specified at Article 247. All rights to further compensation are reserved. A flat-rate reminder charge of €2 will be levied for every payment reminder. In the event of overdue payment, all of the vendor's invoices shall become payable. All judicial and extrajudicial costs of prosecution shall be charged to the purchaser.
- 2.7 Cheques must bear the wording '*nur zur Verrechnung*' (a/c payee only) and be drawn on a German bank. Bank transfers are to be made to our account IBAN DE59653512600134117687 at the Sparkasse Zollernalb in Balingen - S.W.I.F.T. Code: SOLADES1BAL. All payments are to be made free of any costs exclusively to the vendor.
- 2.8 All deliveries are handled on account and at the risk of the client. In the absence of specific instructions, deliveries are always made as we think best. We accept no responsibility for this being the cheapest means of carriage. Any insurance cover that is charged to the purchaser is arranged only on specific instruction.
- 2.9 Packaging is charged as cheaply as possible and not taken back.
- 2.10 A degree of leeway in the number of units is deemed to be agreed for deliveries of appliances that need to be specially made, i.e. deliveries of more or fewer units must be accepted. The return of such appliances requires as a general principle the supplier's consent. The level of any credit shall be decided based on the circumstances.
- 2.11 The client may offset only with claims that are undisputed or that have been legally deemed valid.

3 Lead times

- 3.1 Lead times are given based on best estimates, but are not binding.