



Always reliable. Always ahead.

General Terms of Delivery of MEN Mikro Elektronik GmbH

MEN Mikro Elektronik GmbH

Neuwieder Straße 3 – 7

90411 Nürnberg

Germany

Phone +49 911 / 99 33 5 - 0

Fax +49 911 / 99 33 5 - 901

E-Mail info@men.de

www.men.de

§1 General – Scope

1. Our Terms of Delivery apply exclusively and for any and all of the contracts that the Purchaser and we enter into and that cover the delivery of goods. They shall apply also for all future business relations, even if they are not explicitly agreed upon again. We do not accept any conditions of the Purchaser that are in conflict with our Terms of Delivery, differ from them or make additions to them, unless we give our express written consent to their validity. Our Terms of Delivery are also valid in the event that we, being aware of conflicting, additional or differing conditions of the Purchaser, perform the delivery to the Purchaser without reservation.
2. Our Terms of Delivery apply only for enterprises, legal entities governed by public law or special trusts under public law.

§2 Quotations – Quotation Documents

1. Our quotations are non-binding, unless we have explicitly marked them as binding. We reserve the right to make technical changes as well as changes in shape, color and/or weight, within reasonable limits.
2. Upon ordering goods, the Purchaser is bound according to §145 BGB (German Civil Code). We are entitled to accept the contractual offer made in the order within a period of 2 weeks after receiving it.
3. Drawings, images, dimensions, weights or other characteristics given are only binding if this was explicitly agreed upon in writing.
4. We reserve our property rights, copyrights or any other protective rights pertaining to cost estimates, drawings, samples and other documents (hereinafter called "Documents"). The Documents shall not be made accessible to third parties without our prior consent and shall, upon request, be returned to us without undue delay if the contract is not awarded to us. Sentences 1 and 2 shall apply mutatis mutandis to documents of the Purchaser; however, these may be made accessible to such third parties that we have included in the pricing necessary for preparing the quotation, and to which we have permissibly assigned deliveries and services.
5. The conclusion of the contract with the Purchaser is subject to the proviso that our suppliers effect their deliveries in a proper and timely fashion. The effectiveness of the reservation of receipt of deliveries depends on the fact that we are not responsible for the failure to deliver. The Purchaser shall be informed without delay about the unavailability of the service. The compensation will be reimbursed by us, if it has already been paid.

§3 Price; Terms of Payment and Set-Off

1. Unless otherwise agreed upon in writing in a particular case, prices are "ex works" and exclude packaging; the latter will be invoiced separately.
2. Unless otherwise agreed upon in writing, our invoices are due for payment within 30 days net from the date of the invoice.
3. The statutory value added tax is not included in the offer prices; it is stated in the invoice separately at the applicable rate at the date of the invoice.
4. Partial deliveries are invoiced immediately and are each due and payable individually, regardless of the completion status of the total delivery.
5. The Purchaser is only entitled to set-off when its counterclaims have been legally established, are undisputed, or have been recognized by us. Moreover, the Purchaser shall only be entitled to exercise a right of retention as far as its counterclaim is based on the same contractual relationship.
6. The rights of the Purchaser are transferable only with our written consent.
7. Transport packaging and all other packaging will not be taken back.

MEN Mikro Elektronik GmbH

Neuwieder Straße 3 – 7

90411 Nürnberg

Germany

Phone +49 911 / 99 33 5 - 0

Fax +49 911 / 99 33 5 - 901

E-Mail info@men.de

www.men.de

§4 Retention of Title

1. We retain the title to the goods (Retained Goods) until full payment of any accounts receivable from a current business relationship.
2. We engage to release securities we are entitled to to the Purchaser upon demand, in so far as the realizable value of our securities will exceed the receivables to secure by more than 20%. Provided that the Purchaser cannot establish a lower realizable value for the Retained Goods, the realizable value is the purchase price of the Purchaser or in the case of the processing of the Retained Goods the production costs of the secured goods or the share of part ownership. We reserve the right to select the securities to be released.
3. As long as the retention of title continues, the Purchaser shall not be entitled to carry out a pledge or a security transfer. However, the Purchaser is entitled to sell and/or exploit the reserved goods in the normal course of business as long as he is not in default of payment. By way of security, the Purchaser already now assigns to us accounts receivable (including any balances due from a current account) arising from reselling or from some other legal basis (insurance, tort) in respect of Retained Goods to the full extent; we hereby accept the assignment. We grant the revocable authorization to the Purchaser to collect the accounts receivable assigned to us in its own name and for his account. This collection authorization may be revoked if the Purchaser fails to meet his payment obligations in a duly manner.



Always **reliable**. Always **ahead**.

4. If the goods are processed or converted by the Purchaser, this is always done on our behalf. If the goods are processed with other objects not belonging to us, we shall obtain co-ownership of the new objects at the ratio of the value of the goods to the other processed objects at the time of processing. Otherwise, for the items created by processing the same shall apply as to the goods delivered subject to reservation of title.
5. If the goods are inseparably combined with other objects not belonging to us, we shall obtain co-ownership in the new object in the proportion of the value of the goods to the other combined objects at the time of combining. If combining is performed in such a manner that the item of the Purchaser is to be regarded as the principal item, then it is deemed agreed that the Purchaser transfers to us a co-ownership on a pro rata basis. The Purchaser shall safeguard the sole ownership or co-ownership thus created on behalf of us, free of charge.
6. The Purchaser is obliged to handle the goods with care and to sufficiently insure them at its own expense against fire, water and theft at sufficient reinstatement value. Should maintenance and inspection work be necessary, the Purchaser must perform such work regularly and at his own expense.
7. The Purchaser is obliged to notify us immediately of any access of third parties to the goods, for example in the event of a seizure, or if the goods are damaged or destroyed. In the event of access by third parties (e.g., by seizure), the Purchaser is also obliged to inform the third party about our property rights, so that we can enforce our property rights.
8. If the Purchaser breaches this contract, in particular if it falls behind with payments or violates an obligation under the terms of items 3 and 6 and 7 of this provision, we are entitled to withdraw from the contract and demand the return of the goods – unless unreasonable for us – following the expiration of a reasonable extension of time to be set. If we effect a reclaim or seizure of the Retained Goods, this represents a withdrawal from the contract. We are entitled to utilize the Retained Goods reclaimed and to offset the proceeds of utilization, reduced by reasonable utilization costs, against the purchaser's liabilities.

MEN Mikro Elektronik GmbH

Neuwieder Straße 3 – 7
90411 Nürnberg
Germany

Phone +49 911 / 99 33 5 - 0

Fax +49 911 / 99 33 5 - 901

E-Mail info@men.de

www.men.de

§5 Deliveries; Delivery Times; Delay

1. Partial supplies shall be allowed, unless they are unreasonable to accept for the Purchaser.
2. If a time for the performance of the order has been indicated by us or agreed on with the Purchaser, that time shall start upon our confirmation of the order, but not before the receipt of all documents, permits, releases or other information to be obtained by the Purchaser for the handling of the order, in particular not before all technical questions have been clarified.
3. If special circumstances such as power shortage, traffic accidents and delays, mobilization, war, rebellion, natural disasters, strikes, lockouts, unforeseen technical difficulties, delays caused by

inspection and approval procedures due to customs or export control laws or other procurement, production or delivery disturbances that lie outside the sphere of our responsibility and that have demonstrably significant influence on our fulfillment of the performance obligation bar us from timely performing the contract, the delivery time for the execution of the order extends by the time from the origin of the impediment to its elimination. Claims of the Purchaser arising from such delay are excluded. This is also valid if our suppliers or subcontractors have to face such circumstances. In the event of an impediment to performance, we are committed to immediately inform the Purchaser on the origin and on the elimination of the impediment.

MEN Mikro Elektronik GmbH

Neuwieder Straße 3 – 7
90411 Nürnberg
Germany

Phone +49 911 / 99 33 5 - 0

Fax +49 911 / 99 33 5 - 901

E-Mail info@men.de

www.men.de

The provision on the reservation of receipt of deliveries according to § 2 item 4 remains unaffected by the two preceding paragraphs.

4. At our request the Purchaser shall declare within a reasonable period of time whether the Purchaser cancels the contract due to the delayed delivery or insists on the delivery to be carried out.
5. If our delivery is delayed because of a culpable violation on our part, by our representatives or vicarious agents, we accept liability in accordance with the legal provisions limited to the foreseeable and typically accruing damage. In other cases of a delivery delay caused on our part, our liability for damage is limited to a fixed compensation of 0.5 % of the delivery value of the goods in delay for each full week up to a maximum of 5 %. Any further liability shall be excluded. This shall have no effect on other legal claims and rights of the Purchaser in the case of a delay.
6. If, at the Purchaser's request and in agreement with us, the delivery is postponed by more than one month beyond the delivery date agreed upon or after notification of readiness for delivery, the Purchaser shall, at our request, pay a storage fee in the amount usually applicable in the market at the beginning of each month. Both parties remain free to provide proof of actually higher or lower storage costs.
7. The Purchaser shall not refuse to receive Supplies due to minor defects.

§6 Transfer of Risk

1. Unless otherwise agreed upon in writing, the risk of accidental loss and the accidental degradation of the goods with the handing over, if shipment is requested, shall pass to the Purchaser with the delivery of the item to the haulage contractor, the carrier or the people or agency otherwise determined to perform the shipment.
2. If the Purchaser fails to accept the goods, or if it infringes any other duty to cooperate, we shall be entitled to ask for the compensation of any resulting damage, including any extra expenses. In this case, the risk of accidental loss or of accidental degradation of the item purchased passes to the Purchaser at the point at which the Purchaser fails to accept the goods.

§7 Warranty for Defects

1. The warranty rights of the Purchaser are subject to its having duly met its responsibilities to check the consignment and to provide notification of defects as required by § 377 HGB (Commercial Code).
2. All parts or services where a defect becomes apparent within the warranty period shall, at our discretion, be repaired, replaced or provided again free of charge irrespective of the hours of operation elapsed, provided that the reason for the defect had already existed at the time when the risk passed.
3. Any claims pertaining to defects of products manufactured by us shall be time barred after 24 months following delivery. For defects limited to products or parts of products that we have purchased from third parties (including purchased software), the warranty period is limited to 12 months following delivery. This is not valid if the defect was fraudulently concealed. The warranty period expires prematurely if and when the Purchaser has carried out unauthorized repairs or modifications on goods or has not observed the operation instructions. The legal provisions regarding suspension of expiration, suspension and recommencement of limitation periods remain unaffected.
4. The Purchaser shall notify defects to us in writing, without undue delay and with the most accurate description possible.
5. In the case of indisputably legitimate notification of a defect, the Purchaser may withhold payments to a reasonable extent taking into account the defect occurred. Unjustified notifications of defect shall entitle us to have our expenses reimbursed by the Purchaser.
6. If the subsequent performance or repair fails more than once, the Purchaser is generally entitled to demand, at his discretion, the reduction of the remuneration or the cancellation of the contract (rescission). In case of only slight nonconformity with the contract, particularly with respect to minor defects, the Purchaser shall have no right of rescission. With regard to the assertion of a right of rescission as well as claims for damages, we refer to § 8.
7. There shall be no claims for defects where the discrepancy from the agreed condition is insignificant or where the impairment of use is insignificant.
8. Public statements, claims or advertisements by the manufacturer, particularly in leaflets, websites, brochures etc., do not constitute contractually guaranteed characteristics of the goods.
9. We explicitly point out to the Purchaser that the characteristics given in the performance description do not constitute any guarantees in the legal sense. Any characteristics and guarantees given in addition to the product description shall be considered as declared only to the Purchaser, and only if we have put them down in writing.
10. Any other claims for compensation of the Purchaser or any such claims exceeding the claims provided for in this §7, based on a defect, shall be excluded. This is not valid in the case of fraudulent concealment of the defect, noncompliance with guaranteed characteristics, loss of life, bodily injury or damage to the health or liberty, and in the case of willful or grossly negligent violation

MEN Mikro Elektronik GmbH
Neuwieder Straße 3-7
90411 Nürnberg
Germany
Phone +49 911 / 99 33 5 - 0
Fax +49 911 / 99 33 5 - 901
E-Mail info@men.de
www.men.de



Always reliable. Always ahead.

of contractual obligations by the supplier. The above provision does not imply a change in the burden of proof to the detriment of the Purchaser.

§8 Limitation of Liability of the Seller

1. Our liability is limited to intent or gross negligence. This does not apply to liability according to the regulations of the Product Liability Act and furthermore for damage incurred by culpable violation of an essential contractual obligation (cardinal obligation) or injury to body, life, or health, for which we shall accept unlimited liability in accordance with the legal provisions. However, in case of a slightly negligent violation of a cardinal obligation, liability is limited to the typical and predictable damage.
2. Liability for indirect or consequential loss or damage, especially for loss of profit or production, – on whatever legal grounds – is excluded.
3. Liability for loss of data is excluded, if and to the extent to which the Purchaser could have avoided such loss of data by taking appropriate precautions, especially by making safety copies.
4. The above limitations of liability apply to our employees and representatives alike, and also to those who do not have a director's or other leading position.

MEN Mikro Elektronik GmbH

Neuwieder Straße 3 – 7

90411 Nürnberg

Germany

Phone +49 911 / 99 33 5 - 0

Fax +49 911 / 99 33 5 - 901

E-Mail info@men.de

www.men.de

§9 Rights of Use

1. For the avoidance of doubt we point out that no property rights are transferred by the delivery of goods, and that the Purchaser is entitled to use the goods only to the extent agreed upon by contract or arising from the purpose of the contract.
2. The Purchaser shall have the non-exclusive right to use software and firmware, provided that it remains unchanged, is used within the agreed performance parameters, and on the agreed equipment. The Purchaser may make a back-up copy without express agreement only if this is necessary for ensuring future availability for use.

§10 Impossibility of Performance - Adaptation of Contract

Where unforeseeable events within the meaning of § 5 item 3 substantially change the economic importance or the contents of the delivery or considerably affect our business, the contract shall be adapted taking into account the principles of reasonableness and good faith. Where doing so is economically unreasonable, we shall have the right to cancel the contract. If we intend to exercise our right to cancel the contract, we shall notify the Purchaser thereof without undue delay after having realized the repercussions of the event; this shall also apply even where an extension of the delivery period had previously been agreed with the Purchaser.

§11 Requirement of Written Form

Any additional or deviating agreements shall be made in writing. The requirement of written form can also only be waived in writing.



Always reliable. Always ahead.

§12 Place of Jurisdiction; Place of Performance

1. If the Purchaser is a business person, the sole place of jurisdiction for all disputes arising directly or indirectly out of the contract shall be Nuremberg. However, we may also bring an action at the Purchaser's place of business.
2. Unless otherwise arising from the confirmation of order, our place of business is also the place of performance.
3. Legal relations existing in connection with this contract shall be governed by German substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

MEN Mikro Elektronik GmbH

Neuwieder Straße 3 - 7

90411 Nürnberg

Germany

Phone +49 911 / 99 33 5 - 0

Fax +49 911 / 99 33 5 - 901

E-Mail info@men.de

www.men.de

§13 Severability

If any provision of this Agreement is held to be or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions.