

General terms and conditions of business and delivery of RTS connect GmbH in business dealings with companies

§ 1 Scope of application

- 1.1 These General terms and conditions of business and delivery apply to all current and future business relationships between RTS connect GmbH (RTS) and companies (suppliers and customers).
- 1.2 The General terms and conditions of business and delivery apply exclusively. RTS shall not acknowledge any terms and conditions that conflict with these General terms and conditions of business and delivery, unless RTS has expressly agreed to them in writing. These General terms and conditions of business and delivery shall also apply if RTS accepts the order in the knowledge of contrary or deviating conditions of the company.
- 1.3 These General terms and conditions of business and delivery shall also apply to future business, even if they are not attached in the individual case.
- 1.4 These terms and conditions only apply to companies within the meaning of § 14, of the German Civil Code.
- 1.5 If RTS changes these General terms and conditions of business and delivery, these shall become part of the contract in the notified new version if the company does not object within one month.

§ 2 Offer and conclusion of contract

- 2.1 Offers from RTS are non-binding unless they are expressly referred to as a binding offer. RTS is entitled to accept the offer of the company in the order within 2 weeks after receipt.
- 2.2 The written order confirmation from RTS is decisive for the order. The contract is concluded subject to the correct and timely delivery to RTS by the supplier.

§ 3 Content of the contract

- 3.1 Type change. If the contract relates to deliveries or services that are subject to further technical development, RTS shall be entitled to deliver the latest type, unless the interest of the customer is clearly limited to the type ordered. The customer is obligated to inform RTS if in no case a deviation from the ordered type may take place.
- 3.2 The information concerning the products distributed by RTS in brochures, type lists, catalogues, data sheets and other advertising media, in specifications, requirements and other technical delivery conditions, in certificates (e.g. certificate of compliance) and other forms are not binding. They are only intended to give the customer an overview of the product range of RTS and do not become part of the contract. Liability for the correctness, completeness and accuracy of the description shall not be assumed by RTS.
- 3.3 Variations in quantity. To create appropriate batch sizes, RTS reserves the right to calculated excess deliveries of up to 10% and non-calculated excess deliveries of up to 5%.

§ 4 Call orders

- 4.1 For call orders, unless otherwise agreed, a call must be made by the customer at the latest within a period of 8 weeks before the desired delivery date.
- 4.2 Unless otherwise agreed, a call must be made by the customer at the latest within a period of 12 months from the date of the order confirmation. Upon expiry of another reasonable period of grace set by RTS, RTS shall be entitled to claim damages for non-performance. RTS shall also be entitled to deliver and invoice the goods or to withdraw from the contract or to claim damages for non-performance. We are also entitled to charge the customer the valid price for the actual called quantities.

§ 5 Prices

- 5.1 The prices stated in the order confirmation are decisive. The prices are ex warehouse. They do not include packaging, freight, insurance, customs and are plus applicable VAT.
- 5.2 Processing surcharges. If the goods to be delivered by RTS are processed by RTS on behalf of the customer (e.g. connections bent or cut, un-belted, rewound), RTS shall charge volume independent set up surcharges and quantity dependent processing surcharges.
- 5.3 Price increase Unless unforeseeable cost increases occur after conclusion of the contract until the execution of the order by RTS, RTS shall be entitled to adjust the prices within the framework of the changed circumstances and without calculation of an additional profit.

§ 6 Terms of payment and dunning

- 6.1 Unless otherwise agreed, invoices must be paid within 30 days of the date of invoice without deduction of a cash discount. The customer must pay interest on the debt in accordance with the applicable statutory provisions during the delay. We reserve the right to charge higher default interest. RTS is entitled to demand reasonable reminder fees.
- 6.2 RTS is entitled at any time, without stating reasons, to make a delivery dependent on payment in instalments or in payment advance by the customer.
- 6.3 Immediate due date All claims of RTS shall be due immediately, irrespective of the term of acceptances, if agreed terms of payment are not adhered to or if there is a deterioration in the financial circumstances of the customer that jeopardises the claims of RTS (§ 321 of the German Civil Code).
- 6.4 With the sending of the third reminder a delivery stop comes into effect. A renewed delivery shall take place only after complete settlement of the claims.

§ 7 Offset and retention

The customer may only offset with an undisputed or legally established counterclaim. The assertion of a right of retention is only permitted to the customer if it is based on the same contractual relationship and if the underlying counterclaims are undisputed or have been legally established.

§ 8 Delivery

- 8.1 Delivery times. Delivery times and deadlines indicated by RTS are not binding, unless expressly agreed as binding. Also bindingly agreed dates are not fixed dates, if they were not expressly designated as such.
- 8.2 RTS is entitled to make partial deliveries.
- 8.3 Reservation of self-supply. RTS shall be released from the obligation to deliver if RTS itself is not supplied in time with the correct goods ordered for the customer.
- 8.4 Due to exceeded delivery times, the customer shall only be entitled to claim damages in accordance with § 13 of these conditions.
- 8.5 **Furthermore, the compensation shall be limited to 0.5% of the price of each completed week of delay, but not more than 5% in total of the price of the part of the delivery, which can not reasonably be used as a result of the delay.**

§ 9 Transfer of risk / Shipping

- 9.1 Shipping shall be at the risk and expense of the customer, even if carriage paid delivery has been agreed. The same shall apply to any returns, unless the customer is not entitled to return.
- 9.2 If shipping is delayed as a result of circumstances for which the customer is responsible, the risk shall pass to the customer from the date of readiness for shipment. If requested by the customer, RTS shall contract an insurance at the cost of the customer. Without prejudice to other statutory rights, RTS reserves the right to store the goods at the expense of the customer.
- 9.3 The risk of accidental loss or accidental deterioration of the goods shall be transferred to the customer on handing over to the forwarder or transport company. This shall also apply if partial deliveries are made or RTS has taken over further services such as shipping, delivery or installation. On request and expense of the customer, RTS shall insure the delivery against theft, breakage, transport, fire and water damage.

§ 10 Retention of title

- 10.1 RTS retains title to the goods until full payment of the purchase price and all claims from the current business relationship.
- 10.2 The removal of the delivery item (goods) by RTS does not constitute a withdrawal from the contract, unless RTS has expressly accepted this.
- 10.3 The customer is obligated to treat the goods with care.
- 10.4 The purchaser must immediately notify RTS of seizures or other access by third parties to the goods, as well as any damage or destruction of the goods. The customer must notify immediately of any change of ownership outside the ordinary course of business.
- 10.5 The customer is entitled to process the goods in the ordinary course of business or to combine or mix them with other objects. The processing, compounding or mixing shall take place for RTS, the customer shall keep the resulting object (new goods) for RTS with the care of a proper businessman. In the event of processing, combining or mixing with non-RTS items, RTS shall be entitled to co-ownership of the new item equal to the proportion of the value of the items delivered by RTS to the value of the new item.
- 10.6 The customer is entitled to resell the goods or the new goods in the ordinary course of business. It hereby assigns to RTS all claims in the amount of the outstanding invoice amount of the goods delivered and resold, which accrue to RTS through the resale to third parties. RTS accepts the assignment. After the assignment, the customer shall be entitled to collect the claim in trust until revoked. RTS reserves the right to collect the claim itself as soon as the customer does not duly fulfill its payment obligations and is in default of payment. In the event of revocation of the collection authority, RTS may demand that the customer provide all information required for collection, hand over the relevant documents and notify the debtors of the assignment.
- 10.7 **We undertake to release the securities to which we are entitled at the request of the customer to the extent that their value exceeds the claims to be secured by more than 20%. The nominal value of the receivables for goods our suppliers invoice, shall be decisive for the calculation of the value for assigned claims**

§ 11 Notice of defects and warranty

- 11.1 The customer undertakes to carry out a proper incoming goods inspection in the sense of § 377 of the German Commercial Code and to report defects in writing without delay pursuant to § 377 of the German Commercial Code, otherwise the warranty due to this defect is excluded.
- 11.2 The warranty period is 12 months from delivery of the goods.
- 11.3 In the case of a justified warranty claim and insofar as it is not an insignificant defect, the supplementary performance shall be made at the discretion of RTS in the form of remedy of the defect or replacement. You have rights to reduction or withdrawal according to the statutory provisions.
- 11.4 For claims for damages, the regulations in § 13 of these terms and conditions of business and delivery shall apply exclusively. Any further or other liability of RTS, its representatives or vicarious agents, for whatever legal reason, is excluded.
- 11.5 Legal guarantees shall not be assumed by RTS. Any manufacturer guarantees remain unaffected.

§ 12 REACh / RoHS

- 12.1 RTS connect GmbH works according to the EU requirements of the REACh Regulation 1907/2006 as well as the RoHS directive 2011/65/EC
- 12.2 The information provided on our business documents is based on manufacturer information. RTS connect GmbH assumes no guarantee or liability for the accuracy or completeness of these details.

§ 13 Limitation of liability / Compensation

- 13.1 The liability of RTS, for whatever legal reason, in particular due to defects, breach of main and secondary obligations arising from the contractual obligation, impossibility or tort is excluded.
- 13.2 This shall not apply in the event of intent or gross negligence on the part of RTS and its legal representatives and vicarious agents. Furthermore, this is not the case in the case of a life, body or health injury attributable to RTS. Likewise, the liability according to the Product Liability Act remains unaffected.
- 13.3 Finally, the culpable violation of essential contractual obligations (cardinal obligations) by RTS or its legal representatives and vicarious agents remains unaffected. Cardinal obligations are essential contractual obligations, i.e. such obligations that give the contract its character and on which the contracting party may rely.

§ 14 Protective rights

- 14.1 The products offered by RTS may be subject to intellectual and/or industrial property rights, such as patents, know-how, trademarks, copyrights etc. of third parties.
- 14.2 The customer of RTS is granted no rights of ownership and use, except for the right to use or resell the products in the ordinary course of business.
- 14.3 RTS assumes no liability in the case of the assertion of a claim for infringement of a commercial property right, for whatever legal reason.
- 14.4 It is the responsibility of the customer to inform itself properly about the license and terms of use as well as any applicable license fees of third parties and to acquire them if necessary.

§ 15 Prohibited applications

- 15.1 The products offered by RTS may under no circumstances be used for (war) weapons, in particular not for biological, chemical or nuclear weapons or rockets.
- 15.2 It is expressly notified that the products offered by RTS are not intended, developed, released or suitable for use in spacecraft, aircraft or airborne applications, life support or life extension equipment or systems, human implantation, surgical implantation equipment, or other applications where product failure or malfunction is likely to cause personal injury, death, serious damage to property or environmental damage or other catastrophic consequences.
- 15.3 RTS does not assume any liability for the above uses.
- 15.4 The use or incorporation into the equipment, systems, applications or systems listed above is strictly prohibited (unless it has been agreed in writing and mutually agreed prior to use that the prohibited application does not apply to a particular product in a particular case) and takes place exclusively at the risk and liability of the customer.
- 15.5 The customer shall release RTS from all claims, damages and costs resulting from any of the above uses.

§ 16 special procurement

- 16.1 For goods that are not part of the product range offered by RTS and RTS is commissioned to procure them (special procurement), the separate General terms and conditions of business and delivery for special procurement or the General terms and conditions of business and delivery for special procurement with test apply, insofar as such has been agreed.
- 16.2 In addition, the General terms and conditions of business and delivery of RTS apply.

§ 17 Place of delivery, jurisdiction and applicable law

- 17.1 The place of jurisdiction is Recklinghausen for all parties arising from the contractual relationship as well as its origin and effectiveness. At our discretion, we may also file the claim at the registered office of the company.
- 17.2 Choice of law: This contractual relationship is subject to the law of the Federal Republic of Germany. The UN Sales Convention (CISG) does not apply.
- 17.3 Should individual provisions of the contract with the company, including these General terms and conditions of business and delivery, be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. The wholly or partially ineffective regulation shall be replaced by a regulation whose economic success comes as close as possible to the ineffective one.