

1. Scope of Application, Choice of Law, Customer Terms and Conditions

1.1 These GTC supplement the individual contracts between JET-Electronics GmbH (hereinafter referred to as "JET") and commercial customers for the sale of goods and other services.

1.2 If an individual contract contradicts these General Terms and Conditions with regard to content, then said contract takes precedence over these General Terms and Conditions.

1.3 In addition, only the law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on the International Sale of Goods.

1.4 Any general terms and conditions of the customer shall not become part of the contract, even if JET does not expressly reject them.

2. Offers, Orders

2.1 Offers from JET are non-binding, unless JET has expressly stated a binding period in them.

2.2 Orders from customers only become a contract by confirmation from JET in text form (letter, e-mail, fax).

3. Dangerous Use of Goods, Indemnification

3.1 Unless expressly agreed upon otherwise, the goods offered or sold by JET are not suitable or intended for use in life-supporting devices or systems, in human implants, in nuclear facilities or in other systems where a product failure can threaten life or otherwise cause catastrophic consequential damage.

3.2 The announcement of the customer's intention to use goods in systems of the type mentioned in § 3.1 of these GTC also does not constitute any responsibility on the part of JET for the suitability of the delivered goods for such uses or their consequences.

3.3 The customer indemnifies JET from all claims of third parties that may result from the fact that the customer has not observed the instructions in § 3.1 or § 3.2 of these GTC and/or has not passed them on to the customer's purchaser.

4. Partial and Multiple Deliveries, Delivery Time, Delivery Impediments

4.1 In the case of divisible services, JET may supply partial quantities.

4.2 If an additional delivery is expedient due to wholesale pack or lot sizes, JET may deliver the corresponding additional quantity to the customer without a surcharge.

4.3 Dates and delivery periods are, unless expressly agreed upon otherwise in individual cases, non-binding and are for informational purposes only.

4.4 Any firmly agreed-upon delivery periods and delivery dates are subject to the correct and timely delivery by JET. If an advance payment has been agreed upon, then any agreed-upon delivery dates are also subject to the timely prior receipt by JET of the customer's payment for the respective delivery.

4.5 If JET is entitled to advance payments, a delivery period that has been agreed upon, for example, only begins with the receipt of the customer's full payment by JET for the respective delivery. In all other cases, delivery periods shall be extended by the period of time that the customer is more than insignificantly in default with the fulfilment of the customer's contractual obligations vis-a-vis JET. This also applies to the customer's obligations according to § 321 of the German Civil Code (BGB) and/or § 5.5 of these GTC.

4.6 Delivery periods shall also be extended by the duration of the relevant impediment to performance in the event of force majeure or similar cases. The consequences of war, terrorist attacks, disruptions in the supply of energy or materials, operational disruptions, industrial disputes, traffic disruptions and official orders are treated as force majeure, provided that (a) they have occurred after the conclusion of the contract within the operations of JET or JET's suppliers or a forwarding company commissioned by them, (b) have not been co-causally co-caused by JET or JET's vicarious agents, and (c) significantly impede the timely fulfilment of the contract by JET. If known, JET shall inform the customer immediately of the beginning and end of such impediments.

4.7 If JET is prevented from delivery for an indefinite period due to an event within the meaning of § 4.6 of these GTC, JET may withdraw from the contract. If JET has already partially fulfilled the contract upon the occurrence of such impediments, JET may withdraw from the contract with regard to the part that has not yet been fulfilled. If the customer has made an advance payment to JET for the missing delivery, JET shall refund it immediately.

4.8 § 4.7 of these GTC shall apply mutatis mutandis if the upstream supplier has informed JET, despite an existing delivery obligation, that said upstream supplier will not be able to give a binding date for the delivery to JET. Sentence 1 only applies if JET has concluded the covering purchase in such a way that JET could have supplied the customer in accordance with the

contract if JET had been supplied correctly.

4.9 The customer is entitled to withdraw from the contract due to JET's delay, only with regard to the part that has not yet been fulfilled, and is only entitled to do so if the customer has set JET a reasonable grace period in text form and this has expired fruitlessly. Sentence 1 does not apply if (a) the delivery time has been agreed upon as fixed, (b) JET has expressly refused to fulfil the contract, or (c) the customer is no longer interested in the delivery or the remaining delivery as a result of the delay.

5. Price Components, Price Changes, Call and Forward Orders, Due Date, Prepayment

5.1 Unless expressly agreed upon otherwise, JET's prices refer to the net value of the goods, i.e. do not include packaging, transport, any insurance, any customs clearance and statutory value added tax.

5.2 If the purchase price that JET pays for goods that are to be delivered to the customer later than four months after conclusion of the contract increases by more than 20% in the case of call-off or forward orders, the following applies: ²JET may increase the price to be paid by the customer per unit or packaging unit by the amount by which the cost price of JET has increased compared to the cost price valid at the time of conclusion of the contract. ³JET shall notify the customer of price increases in accordance with Sentence 2 at least 14 days before the respective delivery date. ⁴The customer is entitled to terminate the contract with regard to the part of the deliveries affected by the price increase within 7 days after receiving a notification in accordance with Sentence 3. ⁵Termination must be in text form to be effective. ⁶§ 5.3 of these GTC remains unaffected.

5.3 If the customer has only called up a part of the agreed-upon quantity for call-off or forward orders within the agreed-upon period, JET may deliver and invoice the customer for the quantity not yet called up at the end of this period.

5.4 Invoices issued by JET in accordance with the contract are due for payment upon delivery of the goods without deduction. In the case of partial deliveries, this shall apply mutatis mutandis to any invoice for the partial quantity delivered.

5.5 JET may demand advance payment or other security for outstanding deliveries under the conditions of § 321 of the German Civil Code (BGB). The requirements of § 321 of the German Civil Code (BGB) are also considered fulfilled if (a) the customer is in default with the settlement of an open invoice from JET, regardless of whether it is based on the same contract or another contract, or (b) if a due

direct debit order has not been redeemed or charged back to JET.

6. Payment, Retention, Offsetting

6.1 Payments must only be made by bank transfer to an account specified by JET.

6.2 The customer may only assert a right of retention if it is based on the same contract as JET's claim.

6.3 The customer is only entitled to offset if the customer's counterclaim has been legally established by a court or has been expressly acknowledged by JET.

7. Reservation of Title

7.1 Goods delivered by JET remain the property of JET until both these goods and all other due claims of JET for deliveries of goods to the customer (hereinafter referred to as "Reserved Goods") have been paid.

7.2 In the event of a combination or processing of Reserved Goods, within the meaning of § 947 and/or § 950 of the German Civil Code (BGB), with other items that do not belong to JET, the customer hereby transfers to JET, whereby JET hereby accepts this transfer, a co-ownership share in the new item in the amount of the quota corresponding to the share of the value of the Reserved Goods in the sales price calculated by the customer for the customer's purchaser for the new item, including value added tax. The customer shall store the new item free of charge for JET.

7.3 The customer may sell both Reserved Goods as well as new items that fall within the meaning of § 7.2 of these GTC and may only do so either against immediate payment or with a corresponding retention of title, provided that insolvency proceedings against the customer's assets have neither been applied for nor opened. Any other disposition of such items, in particular transfer by way of security and pledging, are prohibited.

7.4 The customer assigns to JET, whereby JET hereby accepts this assignment, the customer's claims from the resale of the Reserved Goods and new items in the sense of § 7.2, including all ancillary rights, in the amount which JET has charged the customer for the Reserved Goods including value added tax.

7.5 In the event that the customer's claim from the resale of the Reserved Goods and new items within the meaning of § 7.2 of these GTC is included in a current account, the customer hereby also assigns to JET, whereby JET hereby accepts

this assignment, the customer's claim from the current account vis-a-vis the purchaser in the amount of the value stated in § 7.4 of these GTC.

7.6 The customer may collect the claims assigned to JET until further notice. ²Any assignment or pledging of these claims is only permitted with JET's consent in text form. ³If JET is entitled to certain rights in accordance with § 5.5 of these GTC vis-a-vis the customer, the customer shall, upon JET's request, (a) inform the debtors of the assignment in text form, (b) provide JET with all information requested, and (c) submit and send the documents necessary for legal action. ⁴JET may also notify the debtor of the assignment.

7.7 In the event the circumstances referred to in § 7.6 Sentence 3 of these GTC come to pass, the customer shall send JET an exact list of the goods concerned, separate these goods and, if JET has withdrawn from the contract, hand them over to JET.

7.8 If the value of the collateral agreed upon here exceeds the amount of JET's claims by more than 15%, JET shall release any excessive collateral at the request of the customer. Any collateral that JET releases is at done at JET's own discretion.

7.9 The customer shall immediately inform JET in writing of any rights of third parties to the Reserved Goods, to new items created in accordance with § 7.2 of these GTC, or to the claims assigned to JET and shall support JET in every way in carrying out measures to secure and enforce JET's rights in this regard.

7.10 The costs for the fulfilment of the aforementioned obligations to cooperate in the pursuit of all rights arising from the retention of title as well as all expenses incurred for the purpose of preservation and storage of the goods shall be borne by the customer.

8. Packaging, Shipping, Transfer of Risk

8.1 Goods are packed according to professional and wholesale practices. The choice of shipping method is determined by JET.

8.2 Risk is transferred to the customer as soon as the goods leave the warehouse of JET – or, in the case of direct delivery, the warehouse of the upstream supplier of JET. All shipments, including any returns, are done at the risk of the customer, unless the return is made within the scope of JET's warranty.

9. Default of Acceptance

9.1 In the event of a delay in acceptance by the customer,

JET may store the goods at the risk and expense of the customer. JET may also use a forwarding company or a warehouse keeper for this purpose.

9.2 For the duration of the delay in acceptance, the customer shall pay JET 1% of the purchase price per month, no more than €30 per month, as storage costs. ²The customer reserves the right to prove that JET has incurred no or less damage than the aforementioned storage costs. ³JET's claim for compensation for damages exceeding the aforementioned costs remains unaffected.

9.3 If the customer refuses to accept the goods after expiry of a grace period set for the customer or the customer declares beforehand that the customer does not want to accept said goods, JET may refuse to perform and claim damages for the customer's non-performance. As compensation, JET can either claim a lump sum of 25% of the agreed price or compensation for the actual damage incurred. § 9.2 Sentence 2 of these GTC applies accordingly.

10. Inspection and Objection, Material Defects, Warranty

10.1 The customer shall immediately inspect each incoming delivery for completeness as well as the goods for quality and their freedom from defects. ²The customer shall inform JET, in text form immediately after this inspection, of any missing quantities and/or recognisable defects, specifying the reason, type and scope of the complaint. ³Sentence 2 shall apply mutatis mutandis to defects that could not have been detected despite an inspection being undertaken in accordance with Sentence 1. ⁴Delivery shall be deemed to have been approved with regard to quantity errors or material defects if such errors or defects are not reported in a timely manner or in the required manner.

10.2 If the customer or third parties not expressly authorised by JET make changes to or perform maintenance/repair work on the goods, JET's warranty for defects shall lapse, unless the customer proves that the changes and/or maintenance/repair work did not cause the defects or unreasonably complicate the proper elimination of defects.

10.3 In response to a justified complaint made in accordance with § 10.1 of these GTC, JET shall remedy the defect by way of a replacement delivery. The customer shall give JET the time and opportunity required at the JET's reasonable discretion for subsequent performance. If such subsequent performance has failed on at least two occasions, the customer may, at the customer's discretion, demand a reduction of the purchase price or, if the defect is not insignificant, to withdraw from the contract.

10.4 ¹If it comes to be that the goods that JET has purchased from a third party and delivered unchanged to the customer come from an original manufacturer other than the one stamped on the goods or their packaging or have otherwise been counterfeited by a third party, JET may withdraw from the contract with the customer for these goods. ²If, in the case of Sentence 1, the counterfeit goods concern only a part of the goods covered by the contract, JET may withdraw from the part of the contract relating to the counterfeit goods. ³If, as a result of a partial withdrawal by JET in accordance with Sentence 2, the customer is no longer interested in the remaining goods covered by the contract, the customer may withdraw from the entire contract. ⁴In the event of withdrawal, JET shall immediately refund the customer's payment for the affected goods. ⁵For the goods affected by a withdrawal of the customer according to Sentence 3, Sentence 4 only applies after the return of these goods to JET. Sentences 1 and 2 do not apply if JET knew about the counterfeit goods or did not know about the counterfeit goods as a result of gross negligence.

10.5 Warranty claims against JET due to missing quantities and/or material defects expire in one year, unless JET was responsible for the defect, either intentionally or through gross negligence, or JET fraudulently concealed it. § 445b Para. 2 and § 478 of the German Civil Code (BGB) remain unaffected.

10.6 In all other respects, §§ 11.1, 11.3 and 11.5 of these GTC apply correspondingly to warranty claims.

11. Limitation of Liability, Exclusion of Assignment

11.1 Claims for damages against JET arising out of culpable actions during contract negotiations, preparation, or initiation, or arising out of tortious acts, or due to non-performance or defective performance are excluded, unless they are based on malice or intentional or grossly negligent co-causation on the part of JET or have led to damage to a person's life, body or health in a recognisable and avoidable way. Except for the special cases regulated by §§ 439 Para. 3, 445a Paras. 1 and 3 of the German Civil Code (BGB), JET is not liable to the customer for consequential damages in regard to the customer's other assets as a result of defects of the delivered goods.

11.2 Claims for compensation for any financial loss that is not based on malice or gross negligence on the part of JET, expire after one year. The period begins at the end of the year in which the claim arose and the customer became aware of the circumstances giving rise to this claim or had to

become aware of them without gross negligence.

11.3 §§ 11.1 and 11.2 of these GTC apply correspondingly to claims for the reimbursement of expenses according to § 284 of the German Civil Code (BGB).

11.4 §§ 11.1 to 11.3 of these GTC do not apply to claims arising from any guarantees of qualities, features or characteristics given by JET, or for claims for damages that are directly based on the German Product Liability Act.

11.5 Claims against JET are not assignable.

12. Trademarks, Industrial Property Rights

12.1 Any alteration or removal of a mark on a product delivered by JET, as well as the stamping or marking of such goods, which could be understood as the origin mark of the customer or a third party or could give the appearance that it is a special product, are prohibited.

12.2 The customer shall notify JET immediately in text form if claims for infringement of industrial property rights are asserted against the customer in connection with the goods delivered by JET. JET shall indemnify the customer against claims arising out of or in connection with infringements of third-party industrial property rights, provided that (a) JET is responsible for the infringement of those industrial property rights, (b) the alleged infringement is attributable exclusively to the goods delivered by JET and is not connected to other products, and (c) the customer immediately enables and transfers to JET, or, if necessary, the lawyers engaged by JET, the management and settlement of the legal action.

12.3 If third parties should assert justified claims arising out of or in connection with industrial property rights against the customer concerning the goods delivered by JET, JET is entitled, at JET's own choice and at JET's own expense, to obtain a license for the delivered goods or to replace the delivered goods with goods that are not encumbered by third-party industrial property rights. If this is not possible for JET due to legal or technical reasons or is not reasonable economically, JET shall take back the goods and refund the purchase price. JET is only liable for any further claims of the customer in accordance with § 11 of these GTC.

12.4 JET does not guarantee that an application and/or use of the goods sold does not interfere with any industrial property rights of third parties.

12.5 In the case of specially manufactured goods according to the customer's specification, JET is not liable for any third-party property rights being violated by those goods or their use. Sentence 1 also applies if JET participated in the development of a custom-made product according to the customer's specification or developed the goods according to the customer's specification.

12.6 In all other respects, § 11 of these GTC shall apply mutatis mutandis to any claims of the customer against JET for the infringement of any industrial property rights.

13. Jurisdiction

The place of jurisdiction for all disputes arising out of or in connection with the contractual relationship, including withdrawal from the contractual relationship, is Munich, Germany. However, JET is also entitled to take legal action at the location of the customer's place of business.

Current as of February 01, 2022