

English Translation of the General Terms and Conditions of Schukat electronic Vertriebs GmbH

1. Scope of application

- 1.1. These terms and conditions of Schukat electronic Vertriebs GmbH (hereinafter referred to "Schukat") purchase shall apply exclusively to companies within the meaning of § 14 BGB (German Civil Code) (including persons acting within their commercial or independent professional activity) as well as legal persons under public law and public-law special funds within the meaning of § 310 Abs. 1 BGB (hereinafter referred to as "Customer" or "Purchaser" in the following).
- 1.2. These terms and conditions shall also apply for all future business with the Customer, provided such business is a matter of related legal transactions, and without regard to how the Customer orders the products from Schukat (webshop, email, post, telephone, fax, etc.).
- 1.3. Verbal agreements to the contrary will only be valid if they are confirmed in writing by Schukat electronic Vertriebs GmbH (hereafter "Schukat"). The Customer's terms and conditions of business and/or purchase are applicable only if Schukat expressly declares in writing its acceptance in each individual case.
- 1.4. The Customer assures Schukat that, in concluding a contract, he or she is acting as one of the persons listed in paragraph 1.1.

2. Offer and contract conclusion

- 2.1. Offers from Schukat are always subject to change without notice, provided that Schukat has not expressly provided a written statement confirming its binding commitment. A Customer order is fundamentally considered an offer in accordance with §145 BGB, We will either accept the order as quickly as possible or inform the Customer of our rejection of the offer.
- 2.2. If the Customer has been sent an order confirmation, this does not constitute acceptance of the Customer's offer. A contract with the Customer only comes into being when a specific declaration of acceptance has been sent, or when all or part of the goods ordered have been sent, the latter constituting acceptance of the Customer's offer.
- 2.3. If salespeople or sales agents enter into verbal subsidiary agreements regarding properties or give guarantees that go beyond the particulars provided in the order and/or declaration of acceptance, these invariably require written confirmation from Schukat. Without this confirmation they are not valid.
- 2.4. Concerning the nature and characteristics of goods, only the specifications and information supplied by the manufacturer will apply. These can be requested from Schukat by the Customer prior to placing an order. Specifications, diagrams, catalogue images, price lists, order forms, printed matter, as well as Schukat data media and Schukat's internet presence (hereafter collectively called "Documentation") are provided purely for the purpose of customer information and constitute no statement as to the nature or characteristics of the goods. Therefore, any warranty and/or guarantee for the information provided within the Documentation is excluded insofar as Point 7.5 of these terms and conditions is not applicable. Insofar as the Documentation is covered by copyright protection, Schukat is entitled to the copyright thereto. In addition, Schukat is entitled to the title thereto where this has not been transferred to the Customer.

- 2.5. The prices stated by Schukat are in euros and apply ex warehouse Monheim, plus VAT at the rate legally applicable at the time, plus packaging and shipping costs (including shipping insurance in accordance with Point 4.4).
- 2.6. Schukat reserves the right to charge price surcharges, including after the conclusion of a contract, provided that calculation components of the price of an item have changed between the Customer's placement of the order and delivery; in addition to fees of any kind, this includes public charges, taxes and duties, shipping surcharges, price increases by our suppliers and similar costs. On presentation of the above-mentioned conditions resulting in an increased price calculation at Schukat, the increased price is deemed to be agreed. If the calculation components have changed to the extent that they lead to a surcharge of more than 5% on the affected item, both Schukat and the Customer have the right to rescind the contract with regard to the affected products (partial rescission). All prices previously quoted will become invalid once corresponding changes in prices are announced. Packing and transport costs will be invoiced separately.*

(*The above regulations do not apply for business transacted through third-party market platforms.)

- 2.7. The minimum order value for each order placed is euro 25.00 net value of the goods. If smaller orders are received, Schukat reserves the right to charge a small-quantity flat rate of up to euro 25.00.
- 2.8. For onward commercial transactions or for consignments to Customers with an open bonded warehouse, the EU rate of customs duty in force when the offer is submitted is only included in the offer price if this is clearly marked as such in the offer. Otherwise, it is to be paid by the Customer.
- 2.9. If there is a change in the EU rate of customs duty within the period between submitting of an order and the day of delivery, and prices have been quoted including the EU customs duty, Schukat will be entitled to invoice the customs duty at the new rate.
- 2.10. Point 2.8 applies mutatis mutandis for quota goods from countries of origin which enjoy what are known as import preferences for imports into the EC. For such quota goods Schukat is also entitled to demand the customs duties from the Customer up to 365 days from the delivery date, provided that a customs duty amendment and/or tax amendment notice is issued as a result of the quota to Schukat being used up.
- 2.11. Invoices to Customers within the European Community can only be exempted from value added tax if Schukat has a pre-tax declaration from the Customer with an EC VAT identification number. Duties or taxes not paid by the Customer will entitle Schukat to invoice them to the Customer subsequently.
- 2.12. Consignments which form part of non-European-community transactions are exempt from value added tax. The Customer is obliged to have the export certified by the responsible border customs office and to forward the certificate to Schukat within 14 days.

3. Delivery

- 3.1. Schukat will send the goods ordered to the Customer as quickly as possible. Delivery dates and delivery periods are only binding if they are expressly confirmed in writing by Schukat. If contractual amendments are agreed subsequently, the delivery date will be agreed anew.

- 3.2. The conclusion of a contract is subject to Schukat being supplied with the correct goods on time by its supplier/s. If Schukat receives only partial supply from its supplier/s, Schukat likewise has the right to make a partial delivery of the items on hand to the Customer and to make a subsequent delivery of the missing items within a reasonable period of time. If it is determined that Schukat is unable to deliver the missing items, Schukat has the right to rescind the contract with regard to the undeliverable items (partial rescission). If it is objectively unreasonable for the Customer to keep the partially supplied items without subsequent supply of the missing items, the Customer has the right to rescind the contract with regard to those items already delivered. This does not apply, however, if the items have been custom-made or have been specially ordered by Schukat for the Customer.
- 3.3. If Schukat is hindered in fulfilling its obligations by events for which Schukat is not responsible, for example labour disputes, lock-outs, damage to or loss of the items, manufacturing errors, fire, water damage, force majeure at Schukat's premises or at the premises of its supplier or similar, the delivery period will consequently be extended by the duration of the hindrance and by an appropriate start-up time.
- 3.4. The Customer can only assert rights against Schukat for delayed delivery or non-delivery if the Customer has set Schukat a reasonable period of time, which must be at least 14 days, for fulfilment. Once this period has expired without success, the Customer can rescind the contract. If Schukat has already rendered part of its contracted services, the Customer can consequently only rescind the contract as a whole if it is not objectively reasonable for the Customer to retain that part of the contracted services already rendered.
- 3.5. Delivery dates named by Schukat are deemed to have been met if the goods to be delivered have left Schukat's works or warehouse prior to the delivery date. Part deliveries which are reasonable for the Customer are allowed. Excess or short delivery of up to 5% of the contracted volume does not entitle the Customer to lodge complaints unless it is not objectively reasonable for the Customer to retain the excess or short delivery.
- 3.6. Agreed delivery times will be extended by the period of time in which the Customer is in default with its contractual obligations, irrespective of any other rights Schukat may have as a result of the Customer's default.
- 3.7. Schukat reserves the right to effect modifications in design, shape, or colour during the delivery period, provided that the purchased item is not modified in terms of function and the modification is objectively reasonable for the Customer. Normal commercial variations are possible at any time and do not require any prior notice.
- 3.8. An agreed loan or an agreed consignment for test purposes is only free of charge within the periods of time stated in the loan agreement. Once the loan period has expired, a fee of 0.2% of the list sale price will become payable per day.
- 3.9. If the Customer is in default of acceptance, Schukat has the right either to insist on acceptance or to demand lump sum compensation for damages and expenses of 10% of the net purchase price, or to rescind the contract and charge compensation for damages incurred. In the latter case, the Customer is entitled to demonstrate that the damages incurred by Schukat are lower than charged. For the period that the Customer is in default of acceptance, Schukat has in addition the right to store the items to be supplied at its own premises, with a forwarding company or in a third-party warehouse. For the period that the Customer is in default of acceptance, the Purchaser must pay a flat fee of euro 25.00 per month without further evidence of cost as compensation for the storage charges incurred. If higher storage costs are incurred,

Schukat may demand compensation for these costs from the Purchaser against production of evidence of such costs. The flat fee compensation for storage costs is to be reduced in proportion to the extent that the expense or detriment was not incurred, as demonstrated by the Customer.

4. Dispatch and passing of risk

- 4.1. The dispatch route and mode of transport are at the discretion of Schukat, unless an agreement has been made to the contrary. The risk of accidental loss or accidental deterioration of the goods passes to the Customer when the goods are handed over to a forwarding agent or carrier, but at the latest when the goods depart the Schukat warehouse.
- 4.2. If dispatch is delayed at the request or at the fault of the Customer, Schukat stores the goods at the cost and risk of the Customer. In this case, the regulation in Point 3.9 applies accordingly with regard to storage costs from the time the goods go into storage. In this case, in addition, the risk of accidental loss passes to the Customer at the time the goods go into storage.
- 4.3. Packaging used by Schukat for dispatch is subject to German packaging regulations. If the Customer is an end user within the meaning of VerpackV, Schukat will only take back packaging returned free of charge. The place of handover within the meaning of VerpackV will be the headquarters of Schukat. If the Customer is a distributor, the Customer is obligated to either properly reuse or recycle the transportation packaging of the goods delivered by Schukat in accordance with § 4, Paragraph 2 of the packaging regulation (VerpackV). Moreover, the Customer is obligated in accordance with § 7 VerpackV to dispose of returned sales packaging delivered by Schukat. If the Customer does not properly comply with the above obligations, the Customer releases Schukat from any resulting expenses and damages as well as from any penalties, fines, etc. imposed or, as applicable, bear the cost of these. Any invoice reduction to cover costs incurred by the Customer as a result of or in connection with the above measures is excluded.
- 4.4. In order to reduce the transport risk for the Customer, each consignment in which the value of the goods is up to euro 5,000.00 is insured by Schukat against loss or damage, unless a written agreement has been made to the contrary. Consignments in which the goods are worth in excess of euro 5,000.00 will only be insured upon written request. Schukat invoices consignments within the European economic area euro 0.80 for the transport insurance premium. The insurance premium will be shown separately on the invoice. Consignments with a value exceeding euro 5,000.00 will only be insured on the written request of the Customer and in accordance with a corresponding special agreement.
- 4.5. If damage is caused in transit, Schukat's terms and conditions of insurance will be binding on the Customer and constitutes an integral part of the purchase contract. The Customer is obliged to take part in the assessment of any damage. The following conditions are to be observed for assessing damage and complying with reporting periods:

Damaged packaging:

For transport by rail: To be unpacked in the presence of the cartage company authorised by the railway company, damage to be certified by said cartage company and an application to be made immediately for the facts of the case to be recorded by the freight office.

For transport by post and/or parcel delivery service: Have confirmation issued immediately by the Post Office employee and/or deliverer.

For transport by a haulage company: To be unpacked in the presence of the delivering driver and to be certified by him on his waybill or packing note.

Packaging in good order but with damaged contents (concealed damage):

For transport by rail: Notify the responsible goods office immediately, carry out an inspection and an application is to be made immediately for the facts of the case to be recorded.

For transport by post and/or parcel delivery service: Notify the responsible post office/responsible branch immediately, carry out an inspection, an application is to be made for the facts of the case to be recorded.

For transport by a haulage company: Notify the haulage company delivering the consignment immediately and apply for an inspection. Following inspection have the damage certified on the waybill.

Damage is to be reported to Schukat without delay, at the latest within 3 working days.

The terms and conditions of the insurance will be provided to the Customer upon request, together with all amended terms and conditions up to the time of the request. The Customer must take all measures to reduce damage to a minimum. Damage to a consignment does not entitle the Customer to refuse payment. Instead, the amount invoiced by Schukat will become payable on the same date as it would have been had the consignment been delivered undamaged.

- 4.6. For the delivery of dutiable goods (T1-consignments or onward consignments), responsibility for the customs duty owed in the event of the loss or destruction of a consignment not subject to customs supervision, or damage to and/or the reduction of value of the goods to be delivered, will pass over to the Customer and/or recipient of the dutiable goods when the goods to be delivered are handed over to the haulage company. The Customer and/or the recipient of the dutiable goods will release Schukat from responsibility for the customs duty owed. The customs duty owed will not be covered by the transit insurance.

5. Consignments of dutiable goods

For consignments of dutiable goods the Customer may only state those consignees or delivery addresses which are registered with the responsible customs office as a "approved consignee of dutiable goods" (international haulage companies, owners of bonded warehouses, free ports). The Customer alone bears the full responsibility to all German and other customs authorities for incorrect and incomplete information. Schukat is entitled insofar to invoice the Customer for customs duties, fines, penalties, etc., as well as for its own costs resulting from incorrect or incomplete information about approved consignees of dutiable goods or from the mistreatment of dutiable goods.

6. Export regulations

- 6.1. Conclusion of the contract as well as deliveries and services (performance of the contract) shall be subject to the proviso that they are not prevented by any barriers that result from national or international regulations, in particular export control regulations or embargos by the EU, UK or USA, or other restrictions.

- 6.2. The contract partners undertake to provide all information and documents that may be required for the sale, delivery, transfer, or export, as applicable. Delays due to export inspections or approval procedures shall render deadlines and delivery times invalid.
- 6.3. If required approvals are not granted, the contract shall be deemed not to have been concluded with regard to the components concerned. In this respect, and due to the abovementioned exceeding of deadlines, claims for damages shall be excluded.
- 6.4. By accepting our products and services, the customer warrants that, with regard to their further use and location, all European, national and, where applicable, United States export control regulations shall be complied with. This applies in particular to deliveries and services to/in sensitive buyer and end-user countries, including Belarus, Russia, Crimea, the occupied territories of Ukraine, Cuba, North Korea, Sudan and Syria.
- 6.5. With respect to the products we offer of US origin, we refer our customers to the applicability of US export control law.
- 6.6. EU and, where applicable, US sanctions lists must be checked closely and complied with. Upon request, our customers shall provide us with evidence of verification of the sanctions lists using suitable software programs.

7. Notification of defects

- 7.1. Complaints raised on account of incomplete or incorrect delivery or other defects (also including the lack of an agreed quality) must be raised in writing within eight working days from the receipt of the goods at destination, provided that they are identifiable.
- 7.2. Defects which are not identifiable in a proper inspection must be notified in writing within eight working days following discovery.
- 7.3. No claims for defects will be accepted if written notification is not submitted in time.
- 7.4. Since the purchased item is, as a rule, a complex technical product, it is assumed that the Customer has full knowledge of it. Consequently, incompatibility with similar sub-assemblies and equipment manufactured by other manufacturers already in use will not constitute any grounds for complaints about defects. Schukat is not under any obligation to furnish any information on the purchased goods over and above the specification sheet provided by the manufacturer, which Schukat supplies at the request of the Customer, even if Schukat is supposed to have done so in exceptional cases in earlier purchase contracts.
- 7.5. No warranty claims will be accepted for incorrect product descriptions and product information in the Documentation, unless the product descriptions and information in the Documentation become an explicit part of the contract in written form.

8. Defects and warranty

- 8.1. The Customer has a right to the delivery of goods only of a nature and condition in accordance with the respective manufacturer's specifications insofar as no other specifications become an explicit part of the contract in written form. Before placing an order, the Customer is to acquaint himself with the manufacturer's specifications, which can be requested from Schukat.

Moreover, the Customer is responsible for ensuring that the goods ordered are suitable in accordance with the manufacturer's specifications for the Customer's purposes.

- 8.2. Schukat will only warrant the condition of goods insofar as the condition of the goods meets the manufacturer's specifications.
- 8.3. If defects are reported, Schukat will rectify these either by subsequent improvement or replacement. If a reasonable subsequent period has been set to rectify a defect and Schukat allows this period to elapse without having rectified the defect or if the subsequent delivery falls through, the Customer will consequently be entitled at its discretion, (i) to rescind the contract, (ii) to reduce the purchase price (reduction), or (iii) to claim damages. In addition to withdrawing from the contract, the Customer will not be entitled to any claim for damages on account of the defect. If the Customer chooses to claim compensation for damages after subsequent fulfilment has failed, without withdrawing from the contract, the goods will remain with the Customer. In this case, the compensation for damages is limited to the difference between the purchase price and the value of the defective item/s.
- 8.4. Should Schukat not be in a position to rectify identified defects in an appropriate manner by means of subsequent improvement or if it is technically not possible to rectify the defect, Schukat can consequently rescind the contract, irrespective of the Customer's rights.
- 8.5. Modifications and/or repair work carried out improperly by the Customer or by third parties will release Schukat from any liability for the results arising therefrom.
- 8.6. Compliance with building and safety regulations of all kinds (VDE, TÜV, mutual indemnity associations, etc.) is incumbent upon the Customer.
- 8.7. The warranty period is one year from the delivery of the goods, and five years from hand-over for construction work and things which have been used for construction in their normal use and which have caused a construction to be defective.
- 8.8. The products of Vishay Europe Sales GmbH and its parent company and any of its affiliates and suppliers may not be used in medical devices and/or life support systems except when such use is expressly stipulated on the datasheets. Neither Schukat nor Vishay Europe Sales GmbH and its parent company and any of its affiliates and suppliers assume any warranty and/or guarantee for any use of these products in medical devices and/or life support systems except when such use is expressly stipulated on the datasheets.
- 8.9. Unless specified otherwise, goods sold by the Seller are not designed, intended or authorised for use in life support, life sustaining, nuclear, military or other applications in which the failure of such goods could reasonably be expected to result in personal injury, loss of life or catastrophic property damage.

9. Liability

- 9.1. For damages, regardless of the cause, Schukat assumes no liability in case of (i) simple negligence (with the exception of breach of material contractual obligations) by its legal representatives, senior staff, or vicarious agents and in case of (ii) a gross negligence violation of non-material contractual obligations by vicarious agents. The expression "material contractual obligations" includes contractual obligations which are essential for the performance of the agreement and on the adherence to which the Customer may normally rely.

- 9.2. Insofar as Schukat in accordance with Point 9.1 assumes liability in case of simple negligence, Schukat shall only be liable for the foreseeable damages typical of the contract. Moreover, in such cases, liability for indirect damages, consequential damages and/or loss of profits are excluded.
- 9.3. The liability exclusions and limitations in Points 9.1 and 9.2 above do not apply to damages caused as the result of an absence of assurances given, to liability under the German Product Liability Act (Produkthaftungsgesetz) or to harm to body, life or health.
- 9.4. If the Customer makes a claim against a legal representative, employee or vicarious agent of Schukat, the liability exclusions and limitations in Points 9.1 to 9.3 above will apply in favour of the legal representative, employee or vicarious agent to the extent allowable by law.
- 9.5. Neither Schukat nor Vishay Europe Sales GmbH, its parent company, affiliates or suppliers assume any liability for any use of the products of Vishay Europe Sales GmbH, its parent company, affiliates or suppliers in medical devices and/or life support systems except when such use is expressly stipulated on the datasheets.
- 9.6. If the Customer uses or sells the goods for use in any such applications as mentioned in Point 8.9 without the product being approved for such use, (i) the Customer acknowledges that such use or sale is at the Customer's sole risk; (ii) the Customer agrees that the Seller and the manufacturer of the goods are not liable, in whole or in part, for any claim or damage arising from such use; and (iii) the Customer agrees to indemnify, defend and hold the Seller and the manufacturer of the goods harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale. Liability under the Product Liability Act shall remain unaffected

10. Terms and conditions of payment and Schukat's rights of rescission

- 10.1. The Customer agrees to receive invoices from Schukat by email. If the Customer desires, an invoice will be sent by post. A Customer can ask their personal customer adviser for an invoice to be sent by post. To ensure the proper delivery of email invoices, the Customer is to ensure that emails from "schukat.com" can pass through the Customer's spam filter and/or firewall.
- 10.2. All payments are payable to the account specified on the invoice within 10 days of delivery.
- 10.3. If the Customer defaults on a payment, default interest amounting to 8% above the base rate will be invoiced from the 10th day after the receipt of the goods. Schukat reserves the right to claim default damages over and above this.
- 10.4. If the delivery is delayed at the request of the Customer, the invoice will be presented when the goods are ready for delivery. In this case, the default provision of Point 10.3 applies from the 10th day after the Customer has been advised that the goods are ready for delivery.
- 10.5. Offsetting will only be allowed for claims that have been recognised in writing by Schukat or which have been declared final and absolute in a court of law. The Customer can only assert a right of retention if its counterclaim is based on the same contractual relationship.
- 10.7. Schukat may rescind the contract if they become aware of a suspension of payment, the opening of insolvency proceedings, the rejection of insolvency proceedings for lack of assets, or other concrete evidence of a deterioration in the financial situation of the Customer that would make it probable that the Customer is not able to fulfil its contractual obligations. If Schukat rescinds the contract or if the order is not executed for reasons for which the Customer

is responsible, the Customer must pay Schukat a flat rate of compensation of 10% of the purchase price to cover Schukat's expenses and loss of profit. Schukat retains the right to charge a higher rate of damages where verifiable. The flat rate of compensation is to be reduced in proportion to the extent that the expense or detriment was not incurred, as demonstrated by the Customer.

11. Retention of title

- 11.1. All products delivered by Schukat will remain the property of Schukat until all its claims and also its future claims against the Customer under their business relationship have been fulfilled in full (hereinafter also known as "goods subject to retention of title"). The Customer is to retain the goods subject to retention of title for Schukat at no cost to Schukat. At Schukat's request, which can be made at any time, the Customer is to separately store and mark the goods subject to retention of title.
- 11.2. Until ownership of the goods subject to retention of title has passed to the Customer, the Customer undertakes to treat the articles with care. In particular, the Customer, at his/her own expense, must adequately insure the articles for the reinstatement value in the event of theft, fire or water damage, insofar as the goods subject to retention of title are high-value goods. If maintenance and inspection work has to be carried out, the client must ensure that this is done in a timely manner at his/her own expense.
- 11.3. Until ownership of the goods subject to retention of title has passed to the Customer, the Customer must inform Schukat in writing and without delay if the goods subject to retention of title are seized or otherwise subject to interference by third parties, to enable Schukat to assert its rights of ownership of the goods subject to retention of title. Insofar as a third party is not able to reimburse Schukat for the legal or extralegal costs of a successful claim under § 771 ZPO (Zivilprozessordnung: German code of civil procedure), the Customer bears the liability for any loss incurred by Schukat.
- 11.4. If the goods subject to retention of title are treated and/or processed, it is agreed that the treatment and/or processing takes place in the name of and for the account of Schukat and Schukat directly acquires title or – if the treatment and/or processing involves items from several titleholders, or if the value of the treated or processed item is higher than the value of the goods subject to retention – directly acquires joint title (co-ownership) of the newly created inventory or thing based on the value of the goods subject to retention of title in proportion to the value of the newly created item. If no such acquisition of title by Schukat takes place, the Customer agrees herewith to assign to Schukat as security the future title rights or joint title rights – in the abovementioned proportion – to the new inventory or thing. If the goods subject to retention of title are combined or inseparably mixed with other items into a homogenous item, and if one of the other items is to be seen as the main item, the Customer agrees herewith to assign to Schukat – to the extent the main part belongs to the Customer – the proportionally co-ownership in the homogenous item in accordance with abovementioned proportion. Schukat hereby accepts the assignment. The co-ownership rights created in accordance with the abovementioned provisions are regarded as being goods subject to retention of title within the meaning of Point 11.1.
- 11.5. The Customer is only entitled to sell, process or join the goods subject to retention of title with other goods in line with proper business operations and as long as the Customer is not in default of payment, and subject to the imposition that the Customer has agreed a retention of

title with its own Customers within the meaning of these terms and conditions. Pledging or assigning security of the goods subject to retention of title is not permitted.

- 11.6. Customer accounts arising from the resale of the goods subject to retention of title are herewith assigned to Schukat. Schukat hereby accepts the assignment. The assigned accounts serves as a security for Schukat up to the value of the invoice concerned for the respective goods subject to retention of title. Should the goods subject to retention of title be sold together with goods not belonging to Schukat – be it without or after processing, mixing or being joined – the assignment of the accounts from the resale will consequently only apply up to the value of the invoice for the respective goods subject to retention of title sold, or in the event of the sale of goods to which Schukat has co-ownership, to the invoice value of the co-ownership proportion/s.
- 11.7. The Customer is entitled to collect accounts from resale until revocation by Schukat, which is permissible at any time. Schukat is entitled to revocation of the entitlement to collect receivables if the Customer is in default with payment or the Customer breaches the duties regulated in this paragraph. In case of revocation of the entitlement to collect receivables, Schukat can notify the Customer's customers of the assignment and collect the accounts itself.
- 11.8. If the Customer is in default with payment or if the Customer breaches the duties regulated in this paragraph, Schukat – in addition to its other rights – is entitled to take back the goods subject to retention of title. After taking back such goods, Schukat will notify the Customer within a reasonable period of time as to whether Schukat will rescind the contract and demand damages. Schukat is entitled to sell on the open market goods subject to retention of title that it has taken back and to offset the proceeds from the sale against its accounts with the Customer.
- 11.9. Schukat undertakes to release the securities to which Schukat is entitled at its discretion, provided that their value exceeds the accounts to be secured by more than 30% and provided that these accounts remain unpaid. The choice of items to be released remains with Schukat.

12. Place of jurisdiction/Place of performance

- 12.1. The exclusive place of jurisdiction for all disputes which arising from or in connection with the business relationship between the Customer and Schukat is the business seat of Schukat. If the Customer is based outside Germany, Schukat is also entitled to take legal action in support of its rights at the place of jurisdiction of the Customer.
- 12.2. The place of performance for all transactions between the parties is the business seat of Schukat, provided that the parties to the concluded contract or to these terms and conditions have not agreed otherwise.

13. Miscellaneous

- 13.1. All contracts entered into with Schukat are governed by German law alone, excluding the provisions of international civil law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is also excluded.
- 13.2. All amendments to these terms and conditions must be made in writing. The same applies for any amendments to this agreement on the requirement for written form.
- 13.3. Should individual provisions of these terms and conditions be partially or completely invalid, this will not affect the validity of the remaining provisions. Instead, the invalid provision, by way

of a supplementary contractual interpretation, is to be replaced by a provision which is as consistent as possible with the legal or economic purpose of the parties. The foregoing applies mutatis mutandis in case of gaps or omissions.

23 March 2023

SCHUKAT electronic Vertriebs GmbH

Hans-Georg-Schukat-Straße 2
40789 Monheim am Rhein
Germany

P. O. Box 100 611
40770 Monheim am Rhein
Telephone +49 - 2173 - 950-5, Fax +49 - 2173 – 950-999
info@schukat.com
www.schukat.com

Managing Directors: Bert Schukat, Georg Schukat

District Court Düsseldorf HRB 45473
Ust.Id.Nr./VAT-ID: DE 121 395 821

ISO 9001:2015-certified
WEEE-Reg.-Nr.: DE 23942637
BattG Meldereg.-Nr.: 21000465