

TELTEC semiconductor technic GmbH General Terms and Conditions

§ 1 General scope

(1) Our terms and conditions of sale apply exclusively; we shall not recognise contrary terms and conditions of sale of the customer or those which differ from ours, unless we have expressly agreed in writing that they shall apply. Our terms and conditions of sale also apply where we complete the delivery to the customer without reservation in the knowledge of contrary terms and conditions of sale of the customer or of those which differ from ours.

(2) All agreements that are made between us and the customer for the purposes of executing this contract are set out in this contract in writing.

(3) Our terms and conditions of sale only apply against entrepreneurs within the meaning of section 310 sub-section 1 of the German Civil Code (BGB).

§ 2 Offer and offer documentation

(1) If the order can be qualified as an offer under section 145 BGB then we can accept this within 2 weeks.

(2) We retain the ownership in any images, drawings, calculations and other documents. This also applies to those written documents that are designated as being "confidential". The customer requires our express written consent before forwarding these to third parties.

§ 3 Prices and payment conditions

(1) Unless it emerges otherwise from the order confirmation our prices are valid "ex works" including packaging.

(2) Statutory VAT is not included in our prices; it is stated separately in the invoice at the statutory amount applicable on the date of invoicing.

(3) Discounts require a special written agreement.

(4) Unless it emerges otherwise from the order confirmation the purchase price shall be due for payment net (without deduction) within 30 days from the invoice date, with the exception of services which are due for payment immediately from the invoice date. The statutory regulations apply in relation to the consequences of default of payment.

(5) The customer shall only have rights of retention if their counter-claims have been determined in law, are undisputed or are acknowledged by us. In addition the customer shall only be entitled to exercise a right of retention if their counter-claim is based on the same contractual relationship.

§ 4 Delivery times

(1) The start of the delivery time stated by us is conditional upon all technical issues being clarified.

(2) Our compliance with our delivery obligation is conditional upon the proper and timely fulfilment of the customer's obligation. A defence of non-performance of contract remains reserved.

(3) If the customer is in default of acceptance or culpably breaches other obligations to cooperate, then we shall be entitled to demand compensation for the damage incurred by us to this extent, including any additional expenditure made. A right to assert further claims remains reserved.

(4) If the pre-conditions under sub-section (3) are present then the risk of accidental destruction or accidental deterioration of the item purchased passes to the customer at the point in time where the latter is in default of acceptance or default of the debtor.

(5) We are liable under the statutory provisions where the underlying contract of sale is a fixed-date purchase within the meaning of section 286 sub-section 2 No. 4 BGB or of section 376 of the German Commercial Code (HGB). We are also liable under the statutory provisions where in consequence of a delivery delay for which we are responsible the customer is entitled to assert that their interest in further fulfilment of the contract has ceased.

(6) We are also liable under the statutory provisions where the delay in delivery is based upon intentional or grossly negligent breach of contract for which we are responsible; culpability on the part of our representatives or vicarious agents is attributable to us. Where the delay in delivery is not based upon intentional breach of contract for which we are responsible, our liability for damages is limited to foreseeable damages that would typically occur.

(7) We are also liable under the statutory provisions where the delay in delivery is based on the culpable breach of an essential contractual obligation; in this case, however, our liability for damages is limited to foreseeable damages that would typically occur.

(9) Further statutory claims and rights remain reserved for the customer.

§ 5 Transfer of risk, packaging costs

(1) Unless it emerges otherwise from the order confirmation then delivery is agreed "ex works".

(2) Packaging will not be taken back.

(3) Where the customer wishes we will take out transportation insurance on the delivery; the customer will be responsible for the costs that are incurred in this.

§ 6 Liability for defects

(1) Claims for defects on the part of the customer require that the latter has duly complied with their obligation to inspect and provide notification of defects under section 377 HGB.

(2) Where there is a defect in the item purchased the customer is entitled at our discretion to supplementary performance in the form of rectification of the defect or the delivery of a new item free from any defects.

(3) If the supplementary performance should fail then the customer may at their discretion choose between withdrawal from the contract or a reduction in the price.

(4) We are liable for damages no matter what legal foundation on wilful intent or gross negligence. On simple gross negligence we are liable only for

a) damages from injury to life, body or health,

b) damages resulting from a breach of a material contractual obligation (obligation whose fulfillment would allow the proper performance of the contract in the first place or on which the customer could regularly rely); In this case, however, our liability is limited to the replacement of the foreseeable, typically occurring damage. Liability under the Product Liability Act remains unaffected.

(5) Liability is excluded unless otherwise stipulated above.

(6) The limitation period is 12 months for claims for defects and 3 months for parts and work, calculated in each case from the date of the transfer of risk. Excluded from the shortening of the statutory limitation period are damages from the injury of life, body or health, or for and other damages, which are based on an intentional or grossly negligent breach of duty.

§ 7 Security of retention of title

(1) We shall retain the title in the item purchased until all payments from the supply contract have been received. We shall be entitled to take the item purchased back in the event of conduct on the part of the customer which is in breach of contract, in particular default of payment. Where goods are taken back by us this shall constitute a withdrawal from the contract by us. Once we have taken the goods back we shall be entitled to utilise them: proceeds from the utilisation minus reasonable costs of utilisation shall be offset against the customer's liabilities.

(2) Customers are obliged to handle the item purchased with care, in particular they are obliged at their own costs to insure these items adequately against fire and water damage and against theft to the amount of their replacement value. Where maintenance and inspection work is required, customers must execute this at their own costs and in good time.

(3) The customer must inform us immediately in writing in the event of seizure or other third-party interventions so that we are able to take legal action in accordance with section 771 of the German Code of Civil Procedure (ZPO). Where the third party is not in a position to reimburse us for the judicial and extra-judicial costs of any such action under section 771 ZPO, the customer shall be liable for the loss incurred by us.

(4) Customers shall be entitled to resell the item purchased in the normal course of business; they assign to us now, however, all claims to the amount of the final invoice amount (including VAT) of our claim which accrue to them from the resale against customers or third parties, irrespective of whether the item purchased has been resold without or following conversion. The customer shall remain authorised to collect this claim following this assignment. Our authority to collect the claim ourselves shall remain unaffected by this. We undertake not to collect the claim, however, for as long as the customer complies with their payment obligations from the proceeds collected, is not in default of payment and in particular as long as no application is made for the opening of settlement or insolvency proceedings or payments are suspended. If this is the case, however, then we may require the customer to inform us of the debts assigned and of the debtor, to provide all information required for collection, to hand over the associated documentation and to communicate the assignment to the debtors (third parties).

Any conversions or alterations to the item purchased by the customer will be carried out for us in each case. If the item purchased is converted with other items which do not belong to us, then we shall acquire co-ownership in the new item in relation to the value of the item purchased (final invoice amount including VAT) proportional to the other converted items at the time of the conversion. For the item that emerges through the conversion the same shall also apply as for the item purchased which is supplied with the title retained.

If the item purchased is inseparably amalgamated with other items which do not belong to us, then we shall acquire co-ownership in the new item in relation to the value of the item purchased (final invoice amount including VAT) proportional to the other amalgamated items at the time of the amalgamation. If the amalgamation occurs in such a way that the customer's item can be seen as the main item, then it is agreed that the customer transfers proportional co-ownership to us. The customer shall hold the sole or co-ownership that has thus arisen in custody for us.

(7) In order to secure our claims against the customer the latter shall also assign to us the claims that arise against third parties through combining the item purchased with property.

(8) At the customer's request we undertake to release the securities to which we are entitled to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; selection of the securities to be released shall be at our discretion.

§ 8 Place of jurisdiction, place of fulfilment

(1) Where the customer is a trader then the place of jurisdiction shall be our registered place of business; we are entitled, however, to bring proceedings against the customer at the court of their own domicile.

(2) Applicable law is the law of the Federal Republic of Germany; application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(3) Unless it emerges otherwise from the order confirmation then our place of business is the place of fulfilment.