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TELTEC semiconductor technic GmbH – General Terms and Conditions (GTC)

§ 1 General Provisions – Scope of Application

(1) Our Terms and Conditions of Sale apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall apply even if we carry out the delivery to the customer without reservation while being aware of the customer's terms and conditions that conflict with or deviate from our Terms and Conditions of Sale.

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

(3) Our Terms and Conditions of Sale apply only to business entities as defined in § 310(1) of the German Civil Code (BGB).

§ 2 Offer – Offer Documents

(1) If the order is to be classified as an offer pursuant to § 145 of the German Civil Code (BGB), we may accept it within 2 weeks.

(2) We reserve all ownership rights, copyrights, and other intellectual property rights to all illustrations, drawings, technical documents, data sheets, cost estimates, offers, concepts, project documents, specifications, samples, and other documents. This applies regardless of whether the documents are expressly marked as confidential. The customer may use these documents exclusively for the purposes of the respective contractual relationship. Disclosure to third parties, reproduction, publication, or other use is permitted only with our prior written consent. Upon request, all documents, including any copies made, must be returned immediately or verifiably destroyed.

(3) Technical data, product descriptions, specifications, data sheets, and other technical information are based on the information provided by the respective manufacturers. We assume no liability for the completeness, timeliness, or future immutability of this information. Subsequent changes made by manufacturers do not give rise to claims for defects against TELTEC, provided that the contractually essential characteristics of the delivered products are not impaired.

§ 3 Prices – Terms of Payment

(1) Unless otherwise specified in the order confirmation, our prices are quoted FCA Mainhardt (Incoterms® 2020), excluding packaging, transportation, insurance, customs duties, taxes, and statutory value-added tax. For deliveries with an agreed delivery time of more than three months, we are entitled to pass on to the customer, to a reasonable extent, any cost increases occurring after the conclusion of the contract due to manufacturer price increases, changes in raw material prices, or developments in energy, transportation, customs, or exchange rates.

(2) Statutory value-added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate in effect on the date of invoicing.

(3) The deduction of a cash discount requires a separate written agreement.

(4) Unless otherwise specified in the order confirmation, the purchase price is due net (without deduction) within 30 days of the invoice date, with the exception of services, which are due immediately upon the invoice date. The statutory provisions regarding the consequences of late payment apply.

(5) The customer is entitled to set-off rights only if their counterclaims have been legally established, are undisputed, or have been acknowledged by us. Furthermore, the customer is authorized to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

(6) For products designated as "Non-Cancellable, Non-Returnable" (NCNR), customer-specific products, special procurements, or project-related procurements, cancellation, return, reduction in price, or any other termination of the contract is excluded. In such cases, the customer remains obligated to accept and pay for the full order.

§ 4 Delivery Time

(1) Delivery dates and delivery periods are binding only if we have expressly confirmed them in writing as binding. Otherwise, they are considered non-binding guidelines.

(2) Compliance with agreed delivery periods requires the timely clarification of all technical and commercial issues as well as the timely fulfillment of the customer's obligations to cooperate. Delays resulting from a lack of or delayed cooperation on the part of the customer shall extend the delivery periods accordingly.

(3) Our obligation to deliver is subject to correct and timely delivery to us by our suppliers, provided that we have entered into a corresponding hedging transaction and are not responsible for the failure to deliver. We will inform the customer immediately of any obstacles to delivery.

(4) Delivery periods shall be extended appropriately in cases of force majeure or other events beyond our control. These include, in particular, shortages of raw materials, production outages, allocations, supply bottlenecks, transportation disruptions, strikes, cyberattacks, pandemics, government measures, embargoes, export restrictions, and disruptions to energy supplies. Claims for damages by the customer are excluded in this regard, unless we are found to have acted with intent or gross negligence.

(5) We are entitled to make partial deliveries and provide partial services, provided that these are reasonable for the customer. Each partial delivery may be invoiced separately.

(6) All deliveries are subject to availability from the manufacturer or upstream supplier. We reserve the right to make manufacturer-related changes to products, technical specifications, housing designs, revisions, packaging units, production sites, or product names, provided that such changes do not impair the essential agreed-upon characteristics. If, after the conclusion of the contract, a product is modified, replaced, discontinued (end-of-life), becomes subject to availability restrictions, or is no longer produced by the manufacturer, we are entitled to offer a technically and economically comparable successor product. The customer shall have no further claims in this regard, provided that we did not cause the unavailability through willful misconduct or gross negligence.

§ 5 Transfer of Risk – Packaging Costs

(1) Unless otherwise agreed, all deliveries are made FCA Mainhardt (Incoterms® 2020). The risk of accidental loss or accidental deterioration passes to the customer upon handover of the goods to the first carrier.

(2) Packaging materials will not be accepted for return.

(3) If the customer so desires, we will cover the shipment with cargo insurance; the customer shall bear the costs incurred in this regard.

§ 6 Liability for Defects

(1) Claims for defects by the customer are contingent upon the customer having properly fulfilled its obligations to inspect and give notice of defects pursuant to § 377 HGB. (2) If the purchased item is defective, the customer is entitled, at our discretion, to subsequent performance in the form of rectification of the defect or delivery of a new, defect-free item. (3) If the subsequent performance fails, the customer is entitled, at his or her discretion, to demand rescission or a price reduction. (4) We are liable for damages—regardless of the legal basis—in cases of willful misconduct and gross negligence. In cases of simple negligence, we are liable only a) for damages resulting from injury to life, limb, or health, and b) for damages resulting from a breach of a material contractual obligation; in this case, however, our liability is limited to the foreseeable, typically occurring damage. Liability under the Product Liability Act remains unaffected. (5) To the extent that we are liable for damages on the merits, our liability is limited to the foreseeable damage typical for this type of contract. Our total liability arising from or in connection with an order—regardless of the legal basis—is limited to the respective net order value. The foregoing limitations of liability do not apply in cases of willful misconduct, gross negligence, injury to life, body, or health, or in cases of mandatory statutory liability, in particular under the Product Liability Act. (6) The statute of limitations for claims for defects is: a) 12 months from the transfer of risk for systems and assemblies; b) 3 months from the transfer of risk or acceptance for individual electronic components, parts, spare parts, repairs, rework, and services. For used products, special items, demonstration units, and products labeled as “B-grade,” the statute of limitations is also 3 months. The statutory limitation periods apply exclusively to claims arising from willful misconduct, gross negligence, injury to life, limb, or health, as well as in cases of mandatory statutory liability. (7) The customer is solely responsible for verifying the suitability of the delivered products for their intended use. Information contained in data sheets, technical specifications, application notes, or manufacturer documentation does not constitute a guarantee of suitability for a specific application. An application-specific approval or guarantee of use requires an express agreement in writing. (8) Information regarding RoHS, REACH, conflict minerals, PFAS, environmental, or other regulatory requirements is based on information provided by the respective manufacturers. TELTEC assumes no independent obligation to verify the completeness or ongoing currency of this manufacturer information. (9) Samples, demonstration products, reference samples, and evaluation products are provided exclusively for testing and evaluation purposes. They are generally not intended for mass production, safety-critical applications, or continuous productive operation, unless expressly agreed otherwise in writing. (10) To the extent that software is included in the scope of delivery, the customer is granted a non-exclusive and non-transferable right of use in accordance with the manufacturer’s respective license terms. Use of the software is governed exclusively by the license and terms of use of the respective manufacturer. Unless expressly agreed in writing, TELTEC is not obligated to provide software maintenance, updates, upgrades, or ongoing compatibility with hardware or software from other manufacturers.

§ 7 Retention of Title

(1) We reserve title to all delivered goods until all current and future claims arising from the business relationship with the customer have been settled in full. The retention of title also extends to balance claims arising from ongoing accounts. (2) The customer is obligated to handle the purchased goods with due care; in particular, the customer is obligated to insure them at their own expense against fire, water, and theft damage at replacement value. If maintenance and inspection work is required, the customer must carry it out in a timely manner at their own expense. (3) In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we may file a lawsuit pursuant to § 771 of the German Code of Civil Procedure (ZPO). To the extent that the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us. (4) The customer is entitled to resell the purchased goods in the ordinary course of business. The customer’s right to resell shall cease, in particular, in the event of default in payment, suspension of payments, imminent insolvency, over-indebtedness, or the filing for or commencement of insolvency proceedings. (5) Any processing or transformation of the purchased goods by the customer shall always be carried out on our behalf. If the purchased goods are processed together with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased goods (final invoice amount, including VAT) to the value of the other processed items at the time of processing. In all other respects, the same provisions apply to the item created by processing as to the purchased goods delivered under retention of title. (6) If the purchased item is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the value of the other mixed items at the time of mixing. If the mixing is carried out in such a way that the customer’s item is to be regarded as the principal item, it is deemed agreed that the customer transfers proportional co-ownership to us. The customer shall hold the resulting sole ownership or co-ownership in trust for us. (7) The customer also assigns to us the claims arising against a third party as a result of the combination of the purchased item with real property, as security for our claims against the customer. (8) We undertake to release the security to which we are entitled at the customer’s request to the extent that the realizable value of our security exceeds the claims to be secured by more than 10%; the selection of the security to be released shall be at our discretion.

§ 8 Export Controls and Sanctions

(1) Performance of the contract is subject to the condition that the delivery is not prohibited by any national or international foreign trade laws, embargoes, sanctions, or other export control regulations. (2) The customer undertakes to comply with all applicable export control and sanctions regulations. (3) The customer shall not transfer delivered goods, software, or technologies, either directly or indirectly, to countries, persons, or organizations if such transfer would violate applicable export control or sanctions regulations.

§ 9 Data Protection

(1) TELTEC processes personal data exclusively in accordance with applicable data protection regulations. (2) Further information regarding the processing of personal data is set forth in TELTEC’s currently valid privacy policy.

§ 10 Jurisdiction – Place of Performance

(1) The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship is Stuttgart, provided that the customer is a merchant, a legal entity under public law, or a special fund under public law. However, we are also entitled to sue the customer at the customer’s general place of jurisdiction. (2) The law of the Federal Republic of Germany applies; the applicability of the UN Convention on Contracts for the International Sale of Goods is excluded. (3) Unless otherwise specified in the order confirmation, our registered office is the place of performance.