

For our deliveries and services in commercial transactions with businesses, the **General Conditions for the Supply of Products and Services** ("GL-ZVEI") issued by the German Electrical and Electronic Manufacturers' Association (ZVEI, Zentralverband Elektrotechnik- und Elektronikindustrie e.V.) shall apply in the most recent version, currently that of June 2011, with the following amendments:

## 1. General Provisions (Article I, GL-ZVEI)

### 1.1 Offers, sales contracts

Our offers are always subject to change. Orders and agreements only become binding on written confirmation from us. If no written confirmation has been issued by us within 14 days of our receipt of such order or agreement, the contract shall be considered not to have materialized. Acceptance of our deliveries shall in any event constitute agreement with our General Terms and Conditions.

### 1.2 Quality descriptions

The information in our publications, such as brochures, type lists, catalogs, data sheets and other advertising, in specifications, requirement specifications and other technical terms of delivery, in certificates (e.g. Certificate of Compliance) and other such forms contains no guarantee of quality and durability within the meaning of section 443 of the German Civil Code (BGB).

Information on the reliability of our products constitutes statistically computed average values. This information is intended to help the purchaser and is made to the best of our knowledge and belief; it does not, however, refer to specific deliveries and thus does not constitute a guarantee of quality and durability within the meaning of section 443 of the German Civil Code (BGB).

### 1.3 Change of product type

If the subject matter of a contract is deliveries or services that are subject to further technical development, written confirmation of product deliveries and product specifications according to item 1.1 shall refer only to the actual order. In respect of further orders and within a basic agreement or continuing sales contract we are in principle authorized to deliver the latest specification or the latest product type whilst complying with any existing stipulations regarding notification of changes; any deviations from the status at the time of closing of the contract or of previous deliveries shall not constitute a defect of quality. If the interest of the purchaser is limited to the ordered product type or the most recent specification at the time of closing of the contract, a claim to delivery of the ordered type or of such earlier specification shall exist only insofar as the relevant items are still available from us. If the purchaser provides evidence that it is no longer interested in partial deliveries or in the delivery as a whole due to the change in product type, the rights of the purchaser are limited to cancellation of the supply contract. Further claims shall be excluded.

### 1.4 Variances in quantity

Where our products are supplied in packing units we reserve the right to supply up to 10% in excess of or up to 5% below the ordered quantity due to production and packaging tolerances, and to adjust the invoice accordingly.

### 1.5 Samples

Should we provide the purchaser with samples of products, these are to be treated as test samples and are exclusively designated for internal use of the purchaser with the aim of determining whether these are suitable for the purchaser's intended application or not. When testing samples the purchaser must strictly adhere to the given tolerance ranges of the product samples and to any further information issued by us on the delivery documents pertaining to the handling of samples.

## 2. Prices, Conditions of payment (Article II, GL-ZVEI)

### 2.1 Price adjustments

We reserve the right to adjust the agreed prices in accordance with changed costs of wages and materials at the time of delivery. If the contractual goods contain precious metals or other materials whose value is subject to short-term fluctuations in price, prices may be adjusted without any time limit provided the change in price between the date of our confirmation of order and the planned delivery date is at least 10%. In all other events, such price adjustment shall be permissible when the period between the date of our confirmation of the order and the planned delivery date is at least 4 months.

### 2.2 Term of payment, interest

Payment of our invoices shall be due within 30 days of the invoice date without cash discount deduction. If this term of payment is exceeded, we shall be entitled as of the due date to charge interest at a rate of 6 percentage points above the base rate, at least at a rate of 10 %.

### 2.3 Immediate falling due, suspension of deliveries

All our accounts receivable shall fall due immediately, irrespective of the term of any accepted bills discounted, if the agreed conditions of payment remain unfulfilled despite reminder or if the financial situation of the purchaser deteriorates to an extent jeopardizing our entitlements (section 321 of the German Civil Code (BGB)). In this case we shall also be entitled to make each and any further delivery conditional upon prepayment or provision of security. The same shall apply if the purchaser performs offsetting against receivables that have been neither accepted nor finally established.

### 2.4 Payment and rediscounting of bills of exchange

We shall accept bills of exchange only on account of performance and under the proviso of their discountability. All additional costs in connection with the bill shall be borne by the purchaser. Our reservation of title shall not expire until all bills receivable have been settled. Should we consent to payment by check against the refinance bill, the above provisions in respect of the costs of bills of exchange and retention of title shall apply accordingly.

## 3. Retention of title (Article III, GL-ZVEI)

### 3.1 Extended retention of title, processing clause

The accounts receivable of the purchaser arising from permissible resales (Art. III, item 2, GL-ZVEI), even if items have been processed or combined, are already assigned to us now. Should our items which are subject to retention of title be processed or combined with other items, we shall acquire co-ownership of the newly created item in proportion to the share of the value of our supplied item in the other processed or combined items at the time the same are processed or combined. In this case, the assigned accounts receivable of the purchaser shall equal a partial sum ranking first and corresponding to the amount invoiced for our processed or combined items subject to retention of title.

### 3.2 Deterioration of assets

In the event of any deterioration of the financial situation of the purchaser we shall be entitled to prohibit resale or processing of the items delivered subject to retention of title and to demand return of the same at the cost of the purchaser.

## 4. Liability for defects of quality (Article VIII, GL-ZVEI)

### 4.1 Principle

The determining criterion for the existence or non-existence of defects in our products shall be the quality descriptions (cf. item 1.1.2) and/or, in individual cases, the product characteristics specified in terms of testable technical parameters as agreed with the purchaser (component responsibility). The purchaser shall be exclusively responsible for the suitability of our products

for their application (system responsibility). Where we provide application consulting, the responsibility in this regard shall be limited to the products offered and the characteristics of the same which can be specified in terms of testable technical parameters. Samples (cf. item 1.1.5) shall in no event be a determining factor for the extent of liability for defects.

The rights of the purchaser if repair or replacement is unsuccessful shall be governed by Art. VIII of the GL-ZVEI; claims as per Art. XI of the GL-ZVEI may be asserted only if delivery cannot be effected at all.

### 4.2 Receiving inspection, complaint in respect of defects

To preserve claims in respect of defects, the purchaser shall, pursuant to section 377 of the German Commercial Code (HGB), in particular be obliged to perform a receiving inspection and to lodge an immediate, written complaint upon discovery of any defects or any variances of quantity not conforming to the contract. Mere return of the goods shall not be deemed a complaint and shall not release the purchaser from their obligation to settle the purchase price. Any return of goods has to refer to a Return Merchandise Authorization (RMA) provided by iC-Haus GmbH on request.

### 4.3 Statistical receiving inspection

If our products are supplied in batches that allow statistical receiving quality inspection according to the relevant customary standards (AQL, DIN 2859), such inspection shall be performed as a receiving inspection within the meaning of item 4.2, unless the purchaser performs full inspection. Unless otherwise agreed, the statistical inspection shall be governed by the test conditions and test criteria contained in our relevant standard documents (cf. item 1.1.2). Any batch accepted in such an inspection shall be deemed free from defects. Any batch rejected in such an inspection shall be replaced in whole by a faultless batch by us upon return. Alternatively, we shall reserve the right to replace the faulty parts of the rejected batch with faultless ones upon agreement with the purchaser.

## 5. Industrial property rights and copyrights; defects in title (Article IX, GL-ZVEI)

iC-Haus GmbH shall not accept any responsibility in respect of industrial property rights of third parties affected by the use of iC-Haus GmbH products in combination with products of the purchaser or third parties. Verification of non-existence of industrial property rights regarding such applications shall not be included in the contractual scope of performance and shall be the duty of the purchaser – unless iC-Haus GmbH has positive knowledge of the existence of such an industrial property right in respect of any application created.

## 6. Other claims (Article XII, GL-ZVEI)

Should the purchaser provide consumer information or issue a recall due to an actual or alleged fault of any products sold by them that include product parts supplied by us, reimbursement of expenses or other claims to reimbursement of costs against us, for example under the point of view of a mandate or agency without mandate, shall come into question only insofar as we have had the opportunity to participate in determining the necessity, essence and scope of measures prior to issuance of said information or recall. Consumer information or recalls issued without first consulting us shall only conform to our intent if the time delay for consulting us would have caused direct and imminent danger to life, limb or health. We shall be liable only if the product defect is due to a defect as to quality (cf. Art. VIII of the GL-ZVEI and item 4 above) in the product part supplied by us, for which we are responsible according to the criteria of liability as per Art. XII of the GL-ZVEI.

## 7. Electronic commerce (Online Shop)

### 7.1 Restriction on commercial entities

Our Online Shop offer is aiming exclusively at commercials and self-employed workers exercising their commercial activities within the meaning of § 14 German Commercial Code (BGB) (commercials). Customers may not claim to be registered for our Online Shop. Only commercials within the meaning of § 14 BGB and a registered company seat in Germany are authorized for registration and orders in the Online Shop. We require verification of the commercial status (e.g. trade register excerpt) on a case by case basis.

### 7.2 Conclusion of contract

The customer constitutes a binding offer for concluding a purchase contract by completing the online ordering process and confirming his order. The customer may only be confirmed and send if the customer acknowledges our general conditions by checking the box "GL-ZVEI and General Conditions of Supply read and agreed". We send each customer an e-mail after receipt of his order, which confirms the receipt of the order and repeats the details of the order. This acknowledgment of receipt is not an acceptance of the order. The purpose of the acknowledgement of receipt is to inform the customer on the status of his order. A binding contract of sale will only be concluded by sending the product or upon explicit order confirmation. Any delivery dates displayed in our Online Shop are not binding, unless otherwise agreed in writing. The order and the customer data will be stored electronically for processing the order. The order and customer data is accessible by the customer at any time and customer data is changeable in the customer account.

### 7.3 Invoicing

Customers of our Online Shop may either pay by advance payment or credit card (VISA, Master Card). In case of payment by credit card the system will automatically run a pre-authorization upon placement of the order and debit the funds in the amount of the order volume. Potential reimbursement claims will be re-credited on the credit card account of the customer.

### 7.4 Delivery

We deliver our products sold in the Online Shop exclusively in Germany.

### 7.5 Prices

Prices displayed in the Online Shop are not binding and subject to changes. All prices are net prices in Euro and are subject to VAT for deliveries within Germany. The costs for packaging, transport and transport insurance will be charged separately to the customer. The current prices will be displayed in the ordering process. Any costs arising from returns must be paid by the customer.

### 7.6 Languages

Our Online Shop is only available in English.

### 7.7 Codes of conduct

iC-Haus complies to the rules of Electronic Industry Code of Conduct (EICC) and is not subject to any other specific codes of conduct which are not listed within these General Conditions of Supply.