

Walter Perske GmbH – General Terms and Conditions of Sale

(Last updated: April 2015)

. **Article 1 General Provisions**

- . (1) All services and deliveries provided by Walter Perske GmbH (hereinafter referred to as “**Perske**“) shall be exclusively governed by the following General Terms and Conditions and, in addition to this, the Standard Terms for Delivery of Products and Services of the Electrical Industry (“green terms”) published by the ZVEI (German Electrical and Electronic Manufacturers' Association) in the version valid at the time the order is placed. To the extent the green terms deviate from these General Terms and Conditions, the present conditions shall take precedence. Any deviating provisions agreed between the customer and Perske on an individual basis shall be invalid unless made in writing. This shall also apply to any waiver of the written form requirement itself.
- . (2) All quotes given by Perske are non-binding. Orders shall not be bindingly placed until Perske confirms the order to the customer in writing, by fax or in text form (via e-mail).
- . (3) Only the written order confirmation from Perske shall be decisive for the scope of each delivery or service.
- . (4) Subsequent requests for changes or special requests by the customer which are accepted as amendments to the contract by Perske, or circumstances which were unforeseeable when preparing the quote shall entitle Perske to adjust the agreed price to reflect the subsequent changes requested or the changed circumstances. The customer shall be informed of the price adjustment.

. **Article 2 Reservation of Title**

- . (1) The products supplied shall remain the property of Perske until payment in full of all current and future outstanding claims arising from the business relationship with the customer, irrespective of their legal basis.
- . (2) The assertion of Perske's retention of title shall not be considered a withdrawal from the contract. Rather, Perske shall be entitled to claim the return of our property and also hold all rights under the contract of sale, especially the right to claim payment for damages and loss of profit.
- . (3) The customer is authorised, subject to revocation, to resell the delivered products within the ordinary course of business. The customer hereby assigns to Perske, already at this point in time, all claims from such resale in the amount of the value of the reserved goods, including all ancillary rights. The assigned claims serve to secure all and any claims pursuant to Art. 2 para. (1). The customer shall be obliged, at Perske's request, to notify third parties about the assignment for the purpose of payment to Perske and to deliver to Perske the information necessary for asserting the rights as well as the pertaining documents.
- . (4) The customer shall be permitted to process or transform the reserved goods or combine the same with other items. Any processing or transformation of the goods shall be done on behalf of Perske. Perske shall immediately become

the owner of any goods made as a result of processing or transformation in relation to the value of the delivery. The processed or transformed product shall be deemed goods subject to reservation of title. In the event of any processing, transformation or combination with other items not belonging to Perske, Perske shall have the right to joint ownership of the new product in the amount of the share representing the proportion of the value of the processed, transformed or combined reserved goods, on the one hand, and the value of the new product, on the other hand. The share of the claim assigned to Perske shall have priority over the remaining claims. In the event the reserved goods are combined with real property or movable assets by the customer, the customer also assigns to Perske his claim for payment to which he is entitled as compensation for such combination, together with all ancillary rights, without any further specific declarations being required. With regard to the amount of the assigned claim, Art. 2 para. (3) shall apply accordingly.

- . (5) Perske undertakes to release the securities to which it is entitled to the extent their value exceeds the claims that are still to be secured by more than 20%, provided that these have not yet been settled.
- . (6) The customer shall not be entitled to make dispositions in respect of reserved goods other than those stipulated above, in particular not to pledge or transfer them as collateral securities. In the event that a third party asserts rights by attaching, seizing or otherwise encroaching on the reserved goods, the customer shall be obliged to point out the property right of Perske. The customer shall immediately notify Perske of any impairment of the rights to items which are the property of Perske.
- . (7) If the customer violates the contractual obligations in any way, in particular in the case of a delay in payment, the total balance due shall become payable immediately. In such cases, Perske shall be entitled to demand the surrender of the goods and collect them from the customer. The customer then shall have no claim to possession.

. **Article 3 Prices and Terms of Payment**

- . (1) All prices are quoted exclusive of any agreed additional services such as packaging and shipping as well as applicable statutory value-added tax.
- . (2) Invoices shall be due for payment within 7 days of receipt without deduction and stating the invoice number, unless otherwise agreed.

. **Article 4 Delivery**

- . (1) Unless expressly agreed in writing, delivery periods and delivery dates shall not be fixed deadlines and shall not entitle the customer to withdraw from the contract immediately, without granting a grace period, in the event of default.
- . (2) Partial deliveries shall be permissible, to the extent this can be reasonably expected of the customer.
- . (3) Packaging can be credited at 2/3 of their calculated value, if the customer is authorised to return it, and can be offset against future claims of Perske.

. **Article 5 Shipping** If it has been agreed that the goods are to be shipped, the choice of carrier shall be left to the discretion of Perske. Claims arising out of damage in transit must be made by the customer directly to the commissioned carrier within the periods

stipulated for such purposes.

- . **Article 6 Place of Performance, Place of Jurisdiction, Applicable Law** The place of performance for all deliveries and/or services to be rendered by Perske shall be Mannheim. The exclusive place of jurisdiction shall be Mannheim. However, Perske shall also have the right to sue the customer at its general place of jurisdiction. All contractual relations between Perske and the customer shall be governed exclusively by German law; the UN Convention on the International Sale of Goods and the rules of private international law shall be excluded.