

General Terms and Conditions of Sale and Delivery (GTC) of RUTRONIK UK LIMITED

– Version as of: January, 01 2024 –

Section 1 General – Scope of application

1.1 These general terms and conditions of sale (“GTC”) apply to all business transactions between RUTRONIK UK Limited (“Distributor”) and its Customer (“Customer”) for the sale and/or delivery of goods (“Goods”), and also to work and services to be provided by the Distributor (together “Service[s]”).

1.2 These GTC shall also apply to all similar future transactions, even if no reference is made to these GTC in future contracts.

1.3 The contractual language is English. Insofar as the contractual partners use another language, the English wording shall take precedence.

Section 2 Offer and conclusion of contract

2.1 All quotations and tenders are made and all orders are accepted subject to these GTC exclusively. Any conflicting, additional or deviating terms and conditions of the Customer shall not become part of the contract unless the Distributor has expressly agreed to their validity. This requirement of express agreement shall apply even if the Distributor carries out a delivery of Goods (“Delivery[ies]”) or Service without reservation in the knowledge of the Customer’s terms and conditions.

2.2 Quotations made by the Distributor shall be subject to change and are non-binding unless they are expressly designated as binding. They shall only represent an invitation to the Customer to make an offer by submitting an order.

2.3 Orders placed by the Customer constitute binding offers. The Distributor may accept orders within 30 business days of their receipt. The contract comes into effect when acceptance takes place either by the Distributor sending an order confirmation, by Delivery of the Goods or performance of the Services, or by invoicing.

2.4 If the Customer orders Goods via the online shop of the Distributor Rutronik24, the Distributor will promptly confirm receipt of the order electronically. These confirmation notifications do not constitute acceptance of the order. When using the online shop, the Customer shall ensure that only authorised persons can place binding orders and make declarations on its behalf.

2.5 The Customer is only entitled to change or cancel orders or to postpone delivery dates with the consent of the Distributor. In the case of agreed cancellations, Distributor reserves the right to demand an appropriate compensation for respective costs and losses. Orders of Goods designated by the Distributor as “Non-Standard” or “NCNR” are never cancellable or refundable. The Distributor can mark the Goods as Non-Standard or NCNR in various ways including (without limitation) in offer documentation, product lists or order confirmations.

2.6 The Distributor is entitled to withdraw the sale of individual Goods or the provision of individual Services via the Rutronik24 online shop at any time for any reason and to block the Customer’s access to the Rutronik24 online shop without incurring any liability to the Customer therefrom.

2.7 The Customer acknowledges that it has not entered into the contract in reliance on, and will have no remedy in respect of, any representation or warranty that is not set out in the contract.

2.8 Technical support by the Distributor is generally provided by telephone and without detailed knowledge of the Customer’s conditions of use and product application. The Distributor does not provide any proprietary development Services. The Distributor shall only carry out product suitability studies or technical tests of products under the terms of a separate contract with the Customer.

Section 3 Technical development, description of Goods and Services

3.1 If the contract relates to Goods that are subject to further technical development, the Distributor is entitled to deliver the Goods in accordance with the manufacturer’s current specification or the manufacturer’s current data sheet.

3.2 Deviations in the Goods that are customary in trade, such as deviations in quality, quantity or weight, and deviations that occur due to legal requirements, shall be permissible. The Customer shall state in its order any requirement for the Goods to be limited exclusively to the type ordered with no deviations.

3.3 Information about the Goods or Services distributed by the Distributor (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data), as well as representations of the same (e.g. drawings and illustrations), in particular, in brochures, type lists, catalogues, data sheets, advertising literature, specifications and descriptions, requirement specifications and other technical delivery conditions, certificates (e.g. certificate of compliance) and other documents is only approximate and shall not constitute a guarantee of quality or durability on the part of the Distributor and the Customer shall not be entitled to rely on such information. The Distributor also provides no guarantee with regard to the marketability of the Goods or suitability for a specific purpose or use or with regard to the rights of third parties.

3.4 Samples of the Goods distributed by the Distributor are for testing purposes and shall not constitute a guarantee of quality or an agreement on quality without express prior agreement. The manufacturer’s applicable or customary tolerance ranges must be observed.

3.5 The manufacturer’s reliability data on Goods delivered or Services rendered serve as statistical averages for orientation purposes only, and do not refer to individual Deliveries or Delivery lots.

Section 4 Framework orders

4.1 Framework orders, i.e. orders in which the Customer orders a certain quantity of Goods to be delivered in several partial deliveries over a certain period of time shall only be possible with a separate agreement and a fixed schedule for the individual Deliveries. Unless otherwise agreed, framework orders shall have a maximum term of six months. Remaining stocks shall be due for delivery at the end of the term and shall be accepted by the Customer.

4.2 The call-off of the individual Deliveries under a framework order must be made by the Customer at least 8 weeks before the desired delivery date, unless otherwise mutually agreed in writing. If a call-off is not made, the Distributor shall be entitled to deliver the Goods to the Customer after the requested delivery date and to invoice the Customer at the current prices at the delivery date together with a charge for additional expenses.

Section 5 Prices/price adjustment

5.1 Subject to clause 5.2 or unless otherwise agreed, the prices stated in the Distributor's order confirmation shall apply. The prices shall only apply to the scope of Services and scope of Delivery specified in the order confirmation. The prices are exclusive of value added tax (VAT) and costs for packaging, freight, insurance, customs, duties or other similar taxes or levies, all of which are payable by the Customer.

5.2 To the extent that cost increases occur between the conclusion of the contract and the Delivery of the ordered Goods for which the Distributor is not responsible and which were unforeseeable at the time of said conclusion of contract, including (but not limited to) changes in market prices, material and raw material prices or exchange rate fluctuations, which result in the Distributor only being able to obtain the Goods on less favourable terms, the Distributor shall be entitled to adjust the agreed prices in accordance with associated cost increases.

5.3 The Distributor shall be entitled to require payment in advance or the provision of collateral as a condition of making or rendering outstanding Deliveries or Services if the Distributor is doing business with the Customer for the first time or if the Distributor determines that the Customer's financial circumstances have deteriorated since the conclusion of the contract or if the Customer fails to pay any undisputed outstanding sums when due.

Section 6 Terms of payment

6.1 Unless otherwise agreed in writing or otherwise stated on the invoice, all invoices originating from the Distributor are to be paid without deductions in the currency invoiced with payment received into the account designated by the Distributor within 14 days of the invoice date. Time of payment shall be of the essence of the contract.

6.2 Should the Customer be in arrears with a due payment, all sums owing to the Distributor by the Customer shall become immediately due and payable and the Distributor shall be entitled, without prejudice to any other right or remedy, to do any of the following;

(i) to cancel or suspend any further Deliveries under the contract and any other contracts between the Distributor and the Customer without notice;

(ii) to charge interest from the due date at a rate of 9 percentage points above Bank of England base interest rate plus a lump sum default fee of GBP 40.00, as well as reasonable collection costs and lawyers' fees. The lump sum for default shall be offset against any damages awarded in any legal action;

(iii) to serve notice on the Customer requiring immediate payment for all goods supplied by the Distributor under this and all other contracts with the Customer whether or not payment is due.

6.3 Bills of exchange and cheques shall only be accepted on the basis of an express written agreement and only in lieu of payment. Discount charges and other bill of exchange and cheque costs shall be borne by the Customer. The Distributor's rights under Section 10 of these GTC shall remain in force until all claims arising from bills of exchange have been met in full.

6.4 The Distributor shall be entitled to offset payments made by the Customer first against the Customer's oldest debt. Should costs and interest have already been incurred, the Distributor shall be entitled to offset the payment first against said costs, then against the interest and finally against the principal sum.

Section 7 Offsetting, retention, assignment

7.1 The Distributor shall be entitled to offset any liability to the Customer, e.g. from credit notes, against any sums owing by the Customer.

7.2 The Customer shall make all payments without any set-off, withholding, counterclaim, abatement, deduction or otherwise whatsoever save as may be required by law.

7.3 The assignment of any Customer claims against the Distributor arising from this contractual relationship shall require the written consent of the Distributor.

Section 8 Delivery, delivery periods, partial Deliveries, partial Services

8.1 All Deliveries are made free carrier (FCA Incoterms 2020) Distributor warehouse, Eisingen, Germany.

8.2 The delivery periods and dates stated by the Distributor shall be anticipated, non-binding periods and dates. The Customer shall have no right to damages or to cancel the contract for failure by the Distributor to meet any delivery time stated. Delivery periods and dates shall only be binding if the Distributor has expressly designated or confirmed them as binding in writing. Unless otherwise agreed, Deliveries shall be fulfilled by the Distributor on time when the Goods are handed over to a transport person free carrier of the Distributor, or the Distributor has notified the Customer that the Goods are ready for shipping. This clause 8.2 shall also apply to Service periods and dates.

8.3 Agreed Delivery or Service periods shall not commence before the complete provision of the documents, approvals and releases to be provided by the Customer and in no event before the receipt of any down payment or advance payment required by the Distributor. Should these prerequisites not be fulfilled, Delivery and Service periods shall be extended accordingly, unless the Distributor is responsible for the delay.

8.4 Should, for reasons for which the Distributor is not responsible, the Distributor not receive deliveries or services from manufacturers, pre-suppliers or subcontractors, or should it not receive them correctly or in a timely manner, or should a Force Majeure (as defined below) event occur, in each case affecting a Delivery or Service to the Customer, the Distributor shall inform the Customer in writing in good time. In such a case, the Distributor shall be entitled to postpone said Delivery or Service for the duration of the impediment or, in the event that the impediment to performance lasts longer than 2 months, to terminate the contract without liability with respect to the affected Goods or Services upon giving written notice to the Customer. **Force Majeure** means the occurrence of an event or circumstance beyond the Distributor's control, as a result of which the Distributor is prevented from fulfilling one or more of its contractual obligations. These events and circumstances shall include, but not be limited to, war, terror, trade restrictions, pandemics, epidemics, natural disasters and strikes.

8.5 The Customer shall be in default of acceptance if he does not accept the Delivery or Service offered to him by the Distributor. From the time of default in acceptance, the purchase price for the Goods shall become immediately due and payable and the Distributor shall be entitled to charge the Customer for storage costs. This shall amount to 0.5 % of the

purchase price sum per week or part thereof and shall be limited to 5 % of the purchase price sum. Any further claims shall remain unaffected.

8.6 Partial Deliveries or partial Services shall be permissible if the Distributor deems (in its absolute discretion) that such partial Delivery or partial Service is usable for the Customer within the scope of the contractually intended purpose, the Delivery of the remaining ordered Goods or the outstanding partial Service is ensured and the Customer does not incur any significant additional expense or additional costs as a result.

8.7 The Distributor reserves the right to make Deliveries either above or below the specified amount (as is customary) for production or shipping reasons. Refunds shall not be made for such Deliveries that are below a stated amount.

8.8 The Customer may not reject Deliveries due to minor defects in the Goods.

Section 9 Transfer of risk/shipping

9.1 The risk of loss or deterioration of the Goods or for any damage occurring shall pass to the Customer when the Goods are delivered to the forwarding agent, carrier or other professional designated to carry out the shipment free carrier of the Distributor. This shall also apply if partial Deliveries are made, if the Distributor undertakes the export or installation, or if a shipment free of freight charges or costs for the Customer has been agreed. This shall also apply in the case of delivery to a consignment store at the Customer's premises.

9.2 At the request and expense of the Customer, the Distributor shall insure the Goods against the usual transport risks by means of transport insurance.

9.3 Should Delivery be delayed as a result of circumstances for which the Customer is responsible, the risk shall pass to the Customer from the day on which the Goods are ready for Delivery and the Distributor has notified the Customer thereof.

9.4 Should the Distributor select the shipping method, the shipping route and/or the shipping person, the Distributor shall only be liable for wilful misconduct or gross negligence in the selection in question.

9.5 The Customer may not refuse to accept Deliveries due to insignificant defects.

9.6 Insofar as the Distributor is required by law to take back the packaging used for transport and/or sale of the Goods, the Customer shall, if required by the Distributor, bear the costs of the return transport and the necessary costs of disposal.

Section 10 Retention of title

10.1 Title to the Goods will pass to the Customer once the Distributor has received payment in full for all amounts owed by the Customer to the Distributor (including payment for the Goods) at any given time.

10.2 Until title to the Goods has passed to the Customer, the Customer shall:

- (i) hold the Goods as bailee for the Distributor;
- (ii) store the Goods separately from all other goods in the Customer's possession;
- (iii) treat the Goods with care and keep them in reasonable condition;
- (iv) insure the Goods at its own expense against damage by fire, water and theft at their replacement value, noting the Distributor's interest on the policy;
- (v) ensure the Goods are clearly identifiable as belonging to the Distributor;
- (vi) not remove or alter any mark or packaging of the Goods; and
- (vii) inform the Distributor as soon as possible if it becomes subject to any of the events set out in clause 21.1(iii).

10.3 The Customer shall be permitted to resell or use the Goods subject to retention of title in the ordinary course of business, including the right to combine with or incorporate that Goods into larger products, sub-assemblies, or systems, until such time as it becomes aware, or ought reasonably to have become aware, that an event specified in clause 21.1(iii) occurs or is likely to occur. If the Customer resells the Goods prior to paying the full price thereof the Customer shall hold the proceeds of sale on trust for the Distributor and shall pay the proceeds of sale into a separate bank account. At the request of the Distributor, the Customer shall assign to the Distributor any and all claims arising from the resale of the Goods – including all ancillary rights – irrespective of whether the Goods are resold without or subsequent to processing.

10.4 The Customer shall not be entitled to pledge the Goods subject to retention of title, to assign them by way of collateral or to enter into any other form of obligation that jeopardise the Distributor's ownership. In the event of seizures or other interventions by third parties, the Customer must notify the Distributor immediately in writing and provide all necessary information, inform the third party of the Distributor's ownership rights and cooperate in the Distributor's measures to protect the Goods subject to retention of title. The Customer shall bear all costs for which he is responsible that have to be incurred in order to cancel the seizure and to recover the Goods.

10.5 If at any time before title to the Goods has passed to the Customer, the Customer informs the Distributor, or the Distributor reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clause 21.1(iii) and the Goods remain in the possession or control of the Customer, the Distributor may (without limiting any of its other rights and remedies) require the Customer at its expense to redeliver the Goods to the Distributor or, if the Customer fails to do so promptly, enter the premises where the Goods are stored and repossess them.

Section 11 Warranties and intended use of the Goods

11.1 The Distributor warrants that for the warranty period set out in clause 11.8 below the Goods shall comply with the information on specifications, durability and use contained in the respective manufacturer's data sheets. Other information, requirements and specifications shall not become part of the foregoing warranty unless agreed by the Distributor in writing.

11.2 The warranties in clause 11.1 do not apply to

- (i) defects arising from wear and tear or improper handling or storage of the Goods;
 - (ii) alterations or repairs to the Goods carried out without, or not in accordance with, the prior written consent of the Distributor;
- or
- (iii) defects in the Goods that the Customer was aware of (or should reasonably have been aware of) at the time the contract was concluded or at the time the Goods were called off.

11.3 The Distributor only warrants the suitability of the Goods for the purposes and uses recommended or approved by the respective manufacturer in its product specification or data sheets ("**Intended Use**") unless otherwise agreed by the Distributor in writing. Should the Customer require the Goods for other purposes and uses, it must ensure their suitability

and their compliance with all relevant technical, legal requirements at its own expense and responsibility, and check them before the planned use in question.

11.4 Intended Use shall not include the use of the Goods in life-sustaining or life-supporting medical devices, in military systems, in nuclear systems, in aerospace systems, in combustion control systems, in safety equipment and in equipment or systems in which the failure or malfunction of the Goods could reasonably be expected to result in injury to life, limb or health or in exceptionally high property damage and/or financial loss ("**Reserved Purposes**"), unless the use of the Goods for such Reserved Purposes is expressly confirmed in writing by the relevant manufacturer or Distributor. If the Customer nevertheless uses Goods for purposes other than those for which they are intended or for Reserved Purposes without such express and written confirmation, such use shall be at the sole responsibility and risk of the Customer. The same shall apply if the Customer uses Goods in a prohibited manner and contrary to applicable export controls, embargos or other sanctions.

11.5 The Customer hereby indemnifies the Distributor against all liabilities, costs, expenses and damages arising from or in connection with claims asserted by third parties for personal injury and/or damage to property arising from the improper, unsuitable or inappropriate handling or use of Goods for non-recommended, non-approved, prohibited or otherwise Reserved Purposes without the prior written consent of the respective manufacturer or the Distributor.

11.6 The Distributor will carry out the Services with reasonable skill and care. Any processing of the Goods by the Distributor on behalf of the Customer will be carried out with reasonable skill and care and in accordance with the Customer's specifications as agreed in writing, without being responsible for any effect of said processing on the function and quality of the Goods.

11.7 In the event that:

(i) the Goods do not comply with the warranties in clause 11.1 and provided the Customer makes a valid claim in accordance with Sections 12 and 13 below; or

(ii) the Services do not comply with the warranties in clause 11.6;

the Distributor shall (at its option) repair or replace the Goods (or the defective part thereof) or in the case of Services make good the Services or refund the price of the Goods or Services in question.

11.8 The warranty period for claims by the Customer under the warranties in clauses 11.1 or 11.6 is one year commencing on the date of delivery of the Goods or performance of the Services.

11.9 Except as set out in this Section 11:

(i) the Distributor gives no warranty and makes no representation in relation to the Goods or Services;

(ii) the Distributor shall have no liability for the failure of the Goods or Services to comply with the warranties in clauses 11.1 or 11.6; and

(iii) all conditions, warranties, representations and other terms, whether express or implied by statute, common law or otherwise (save for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded.

Section 12 Examination of Goods, notice of defects

12.1 The Customer shall only be entitled to claim in respect of defects in the Goods or deficiencies in quantity or identity apparent on visual inspection if the Customer inspects the Goods immediately upon receipt and before further use and notifies the Distributor in writing immediately after receipt of the Goods of any obvious deficiencies and defects that are usually recognisable during such an incoming goods inspection, stating the complaints and the defect in question, as well as the production and delivery batches concerned. Hidden defects and Customer complaints made in this respect must also be documented by the Customer immediately after their discovery and reported to the Distributor in writing. The notification shall be deemed to be immediate if it is made within three working days at the latest, whereby the dispatch of said notification or complaint shall suffice to meet the deadline.

12.2 With the issuance of a notification of a defect, the Customer must document any defects discovered by him or reported to him, stating the place, date and number of their occurrence, and notify the Distributor of this in writing.

12.3 The Customer shall immediately give the Distributor the opportunity and the necessary time to inspect the notifications of defects, Customer complaints and measures carried out by the Customer for this purpose itself, by the pre-supplier or other third parties. For this purpose, the Customer shall submit to the Distributor the Goods subject to complaint, the products concerned and the test reports prepared for them, as well as the Customer complaints and service reports that have been made.

12.4 If the Goods are delivered by the Distributor in batches that enable a statistical incoming goods quality inspection according to the usual principles in this regard, at least this inspection shall be carried out as an incoming goods inspection. The test conditions and criteria specified in the relevant standard conditions shall apply in this respect.

12.5 The Distributor shall have no liability arising from the processing (or treatment) of defective Goods not being stopped immediately after the Customer became aware (or should reasonably have become aware) of the defects, or because the mixing of defective Goods with Goods from another origin or delivery time was not prevented by the Customer.

Section 13 Returns

Defective Goods may only be returned to the Distributor for the purpose of subsequent fulfilment with prior written consent in accordance with the Distributor's then current RMA process. The Distributor may, at any time, request the return of those Goods subject to complaint by the Customer; this shall also apply to Goods removed from the Customer's products, stating the place and date of removal as well as the type and serial numbers of the Customer's products. The risk of accidental loss or accidental deterioration of the Goods shall only pass to the Distributor at the time of handover to the Distributor. The Distributor shall be entitled to reject the returns of Goods without a previously assigned RMA number.

Section 14 Limitations

14.1 Nothing in these GTC shall exclude the Distributor's liability arising under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or for death or personal injury caused by its negligence or for fraudulent misrepresentation or any matter for which it would be unlawful to exclude liability.

14.2 Notwithstanding any other provision in these GTC but without prejudice to clause 14.1, the Distributor shall not have any liability for any (i) loss of profit, (ii) loss of anticipated savings, (iii) loss of business, (iv) loss or damage to goodwill, (v)

increased production costs, (vi) costs or work related to the removal of defective Goods or the installation of repaired or replacement Goods, or (vii) any indirect or consequential losses or damages.

14.3 Subject to clauses 14.1 and 14.2, the Distributor's maximum total liability to the Customer whether in respect of one claim or a series of related claims and howsoever arising shall not exceed all sums invoiced by the Distributor to the Customer under the relevant contract.

14.4 Notwithstanding clause 14.3, The Distributor's liability shall be limited to a maximum of EUR 100,000.00 for an individual claim or, in the case of the Distributor's delay in delivery, to a maximum of EUR 50,000.00.

Section 15 Product liability

15.1 The Customer shall not modify the Goods; in particular, the Customer shall not modify or remove existing warnings indicating the dangers of improper use of said Goods. In the event of a breach of this obligation, the Customer shall indemnify the Distributor against product liability claims asserted by third parties, insofar as the Customer is deemed responsible for the defect giving rise to any liability.

15.2 Should the Distributor be prompted to issue a product recall or warning due to a product defect in the Goods, the Customer shall support the Distributor and take all reasonable measures ordered by the Distributor. For this purpose, the Customer shall provide the Distributor with all documents relating to the production, Delivery and complaint of said Goods. The Customer shall be obligated to bear the costs of the product recall or warning, insofar as it is responsible for the product defect and the damage incurred. Further claims of the Distributor shall remain unaffected.

15.3 The Customer shall immediately inform the Distributor in writing of any risks in the use of the Goods and possible product defects or product failures of which it becomes aware.

Section 16 Intellectual Property Rights

16.1 The Goods may be subject to patent rights, trademark rights, copyrights, design rights and other rights of third parties (together "IPR"). Unless otherwise agreed, the Distributor shall deliver the Goods without infringing any IPR only in the country of Delivery.

16.2 Should a third party assert claims against the Customer for the infringement of IPR by Goods or Services provided by the Distributor and used in accordance with the contract, the Distributor shall only be liable in accordance with the following:

(i) The Distributor shall, at his own discretion and expense, either obtain a right of use for the Goods or Services concerned, modify them in such a way that the Property Rights of third parties are not infringed, or replace them. Should this not be possible for the Distributor, acting reasonably, the Customer shall be entitled to terminate the contract.

(ii) The Distributor's aforementioned obligations shall only exist insofar as the Customer immediately notifies the Distributor in writing of the claims asserted by third parties, does not acknowledge an infringement, and all defensive measures and settlement negotiations are reserved for the Distributor. Should the Customer discontinue the use of the affected Goods or Services for reasons relating to the mitigation of damages or other material reasons, it shall inform the third party that the discontinuation of use does not imply any acknowledgement of an infringement of IPR.

(iii) Claims by the Customer shall be excluded insofar as the Distributor is not responsible for the infringement of IPR.

(iv) Claims of the Customer shall also be excluded if the infringement of IPR is caused by special stipulations of the Customer, by improper use of the Goods or by any alterations made to the Goods or Service by the Customer, or any use of the Goods in combination with other goods.

16.3 Should the Goods include software or other intellectual property of the Distributor, the Customer shall be granted a non-exclusive right to use the software or intellectual property (including its documentation) within the scope of the Intended Use of the Goods and, if applicable, the corresponding licence conditions. Use of the software or intellectual property on more than one system shall be prohibited.

16.4 The Customer may only reproduce, transfer or translate the software or the intellectual property to the extent permitted by law. The Customer undertakes not to remove manufacturer's details – in particular, copyright notices – or to change them without the express consent of the Distributor or the pre-supplier.

Section 17 Export control

17.1 The fulfilment of contractual obligations shall be subject to the proviso that there are no restrictions affecting the Goods or Services under German, UK, US-American or other applicable national, EU or international laws or regulations relating to export or import controls, embargoes or sanctions. The Customer shall be responsible for compliance with export and import controls. In particular, the Customer shall be obligated to provide all information and documents and to obtain permits, licences, approvals and releases at its own expense, which are required for the export, transfer or import of Goods. The Customer undertakes not to export the Goods directly (or indirectly) to a country to which export is prohibited. The refusal of an export licence shall not entitle the Customer to terminate the contract or to claim damages. The foregoing provisions shall also apply to Services rendered by the Distributor.

17.2 The Customer hereby indemnifies the Distributor against all liabilities, costs, expenses and damages arising from or in connection with claims asserted by third parties relating to any non-compliance by the Customer with its obligations under this Section 17.

Section 18 Disposal

To the extent required by law, the Customer shall be obligated to dispose of Goods covered by statutory provisions concerning the disposal of electrical or electronic goods, batteries or packaging under his own responsibility and in accordance with all statutory provisions. The Customer shall assume all related payment and notification obligations to the extent legally permissible.

Section 19 Customs duties

Should the Distributor be obligated to pay new, additional or amended customs duties, levies or comparable costs in respect of Deliveries to the Customer or deliveries from manufacturers, pre-suppliers or subcontractors in relation to the Goods which were not foreseeable by the Distributor in the price calculation in connection with the Goods purchased under these GTC at

the time the order was confirmed to the Customer, the Distributor may – provided that there is a period of more than 4 months between the conclusion of the contract and delivery or performance – at its option, either:

- (i) adjust the price quoted in the order confirmation to the Customer by an amount equal to the change for customs duties, levies or comparable costs without calculating any additional profit for the Distributor; or
- (ii) in the event of an increase in (or additional) duties, levies or similar charges which are unreasonable for the Distributor, refund any amounts already paid by the Customer in connection with an affected order and cancel the order without incurring any liability as a result of said cancellation.

Section 20 Data protection

20.1 The Distributor and the Customer (together the “**Contractual Partners**”) undertake to comply with the relevant data protection legislation in the provision of any and all contractual services.

20.2 The Contractual Partners undertake to:

- (i) maintain appropriate technical and organisational measures to the extent provided for by the relevant data protection legislation, in order to safeguard the confidentiality, availability, integrity and authenticity of the personal data provided by the respective Contractual Partner;
- (ii) in the case of the Distributor, only transfer personal data provided by the other party to Germany for the purpose of storage and data retention under the terms of an order processing agreement in accordance with Art. 28 UK-GDPR in conjunction with the adequacy decision for Germany in accordance with Art. 45 UK-GDPR. Otherwise, neither party shall transfer any personal data provided by the other party outside the United Kingdom without the prior written consent of the other party.
- (iii) process any personal data provided to them only for the purposes of the contract;
- (iv) maintain complete and accurate records to demonstrate compliance with applicable data protection legislation;
- (v) take appropriate action to enable the other party to comply with any request from a data subject;
- (vi) immediately notify the other party of any data breach relating to personal data disclosed to it; and
- (vii) on request, delete or return all personal data on completion of the contract, unless required to store the personal data under applicable data protection legislation.

Section 21 Termination

21.1 The Distributor shall (without prejudice to any other rights or remedies available to it) be entitled at any time to terminate any contract to which these GTC apply without liability on giving written notice:

- (i) immediately if the Customer commits a breach of the contract which is not remediable;
- (ii) if the Customer commits a breach of the contract which is not remedied within 5 days of receipt of written notice; or
- (iii) immediately if the Customer stops carrying on all or a significant part of its business, or indicates that it intends to; or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or becomes the subject of a company voluntary arrangement under the Insolvency Act 1986; or has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; or has a resolution passed for its winding up; or has a petition presented to court for its winding up, an application for an administration order, or a winding-up or administration order is made against it (other than for a solvent winding up for the purposes of reconstruction or amalgamation); or is subject to any events or circumstances analogous to the above in any jurisdiction.

21.2 On termination of any contract to which these GTC apply for any reason:

- (i) the Customer shall immediately pay all outstanding invoices of the Distributor
- (ii) the Distributor shall promptly invoice the Customer for all Goods and Services delivered but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Customer; and
- (iii) the accrued rights and liabilities of the parties (including for breaches of contract) shall not be affected.

Section 22 Final provisions

22.1 The Customer shall not be entitled to assign, subcontract or encumber any rights or obligations to third parties without the Distributor’s prior written consent.

22.2 The contract and any documents entered into pursuant to it constitute the entire agreement between the parties and supersede all previous agreements, understandings and arrangements, whether in writing or oral, in respect of its subject matter.

22.3 No failure, delay or omission by the Distributor in exercising any right, power or remedy provided by law or under the contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under the contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.

22.4 If any provision of the contract (or any part of a provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the contract shall not be affected. In place of the invalid provision, the valid provision that comes closest to the purpose of the invalid provision shall be considered agreed upon.

22.5 No one other than a party to the contract, their successors and permitted assigns shall have any right to enforce any of its provisions.

22.6 The contract and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

22.7 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract, its subject matter or formation (including non-contractual disputes or claims). Any dispute arising out of or in connection with the agreement, including any question as to its existence, validity or termination, may be referred by the Distributor to and finally settled by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The place of arbitration shall be London. The number of arbitrators shall be three if the amount of the dispute exceeds GPD 50,000.00 or otherwise it shall be one.