

General Terms and Conditions for Sales and Deliveries of Rutronik Electronics (Shanghai) Co., Ltd.

– As of: March 2021 –

§1 General Provisions - Scope of Application

- 1.1 These General Sales Terms and Conditions (Following referred to as "General Terms and Conditions" or "GTC") apply to all contracts, products, deliveries, services, business transactions and other interactions between Rutronik Electronics (Shanghai) Co., Ltd. (hereinafter: "Seller") and its customers (hereinafter: "Purchaser", Seller and Purchaser shall jointly be referred as the "Parties" and individually as the "Party"), even if not referred to in subsequent contracts. They apply accordingly to works and services. These GTC shall apply exclusively. Terms and conditions of the Purchaser that conflict with, supplement or deviate from the present GTC shall not form part of the Contract unless the Seller has given its express consent that they may apply.
- 1.2 These GTC apply even if the Seller, while being aware of conflicting or deviating terms and conditions, carries out the delivery without reservations, or if the Seller does not enclose these GTC in future transactions in the particular case.
- 1.3 Separate agreements that are made in individual cases with the Purchaser shall prevail with regard to the stipulated regulations over these GTC unless otherwise stated.
- 1.4 Any other rights that go beyond these GTC that the Seller may have under statutory provisions shall not be affected.
- 1.5 These GTC are available in Chinese and in English. In the event of contradictions or lack of clarity, the English version shall prevail.
- 1.6 A new version of these GTC shall become valid 4 weeks upon the Seller inform the Purchaser of such new version of these GTC in writing, unless the Purchaser objects in writing within 4 weeks upon receiving the notification by the Seller.

§2 Offer and Conclusion of Contract

- 2.1 Any and all documents sent by the Seller in any form, which are not expressly marked as "offer", shall only be considered as an "invitation to make an offer" and shall be non-binding. Especially quotations ("Quotation") or pricelists ("Pricelists") shall not be considered as an offer of the Seller and shall be non-binding, except for a Counteroffer as described in these GTC.
- 2.2 Orders of the Purchaser contain binding offers. Such Orders shall be binding within 10 days following receipt. Further, any and all documents the Purchaser sends to the Seller containing a previous Quotation of the Seller in any form and marked as order or purchase order shall be considered as binding offer by the Purchaser to the Seller to conclude a contract ("Contract") with the content of the Quotation. The same shall apply to any notice sent by the Purchaser to the Seller, in which the content or the circumstances indicate that such notice shall be considered as binding offer of the Purchaser to the Seller. The orders as described in this Article shall be referred to "Order".
- 2.3 An order confirmation ("Order Confirmation") referring to an Order shall be considered as acceptance ("Acceptance") of the Order. Acceptance of the Offer shall result in the Contract. Decisive for determining the time of the conclusion of the Contract shall be the receipt of the Seller's Order Confirmation or if the Order is carried out immediately the shipment of the ordered goods, which shall constitute an Acceptance.
- 2.4 If the Purchaser has objections to the contents of the Order Confirmation or to the goods sent, the Purchaser must object to the aforementioned without undue delay. Otherwise, the Contract comes about in accordance with, and with the contents set forth in, the Order Confirmation.
In case the Order Confirmation of the Seller refers to a specific Quotation and such Quotation deviates from the content of an Order, such Order Confirmation shall be considered as a counteroffer ("Counteroffer") with the content of the Quotation and shall be considered as accepted, unless the Purchaser objects in writing within one (1) week after receiving the Order Confirmation resulting in a Contract.
- 2.5 The Seller reserves the right to discontinue distributing individual products at any time on reasonable grounds and without liability.

§3 Product Specification

- 3.1 If the Contract concerns delivery items that are subject to technological change, the Seller is entitled to carry out the delivery of the goods in accordance with the good's manufacturer's most recent data sheet, as amended from time to time, even if such data sheet deviates from the Contract, provided the usage for the agreed purpose according to the Contract is not affected. Similarly, deviations based on business customary and other deviations resulting from legal requirements to the goods shall be allowed, provided the usage for the agreed purpose in the Contract is not affected. The aforementioned deviations according to the manufacturers data sheet as well as the commercially obtainable deviations and other deviations resulting from legal requirements shall not be considered as Incompliant Goods. The Purchaser shall in writing inform the Seller if the Purchaser is only interested in the type ordered and that

this type shall under no circumstances differ.

- 3.2 Information about the goods distributed by the Seller (e.g. weight, measurements, utility values, load-bearing capacity, tolerances and technical data) as well as any images of the same (e.g., drawings and illustrations), especially information contained in brochures, type lists, catalogues, data sheets, advertising material, specifications and descriptions, functional specifications and other technical supply conditions, certificates (e.g., certificate of compliance) and other documents – do not constitute binding Specifications as defined below or Guarantees, unless specifically agreed otherwise in writing in a Contract.
- 3.3 Samples of the goods distributed by the Seller are deemed test samples and do not constitute a guarantee as to the quality and state of the goods, either, without a specific agreement to this effect. The applicable tolerances must be complied with.
- 3.4 As statistical means, data from the manufacturer concerning the reliability of the goods supplied serve exclusively orientation purposes and do not relate to individual deliveries or lots.

§4 Prices/Adjustment of Prices

- 4.1 The prices stated in the Seller's Order Confirmation shall apply. The prices only apply to the services and deliveries set out in the Order Confirmation. Unless otherwise agreed, the prices include the cost of packaging, freight, insurance, customs, public levies and VAT. Statutory VAT will be stated separately in the invoice, at the statutory rate applicable on the day the invoice is issued. Consulting and commissioning costs shall be invoiced additionally, unless such cost occur as part of Warranty Service as defined in Article 10 of these GTC. Costs for provision and accreditation of certificates of origin, consumer invoices, approvals and similar materials will be invoiced to the Purchaser separately.
- 4.2 Unless otherwise agreed, in the event that between the conclusion of the Contract and delivery of the ordered goods, there is an increase in costs for which the Seller is not responsible and which was not foreseeable by the Seller, especially if such increase is based on changes to the market prices, material prices or commodity prices, which mean that the Seller could only buy the goods from its suppliers at less favourable conditions than those that were foreseeable at the time the Contract was concluded with the Purchaser, the Seller has the right to adjust the prices that were agreed with the Purchaser within the limits of the changed circumstances and without charging an additional profit, if the goods are to be delivered at least two months after the conclusion of the Contract. The same shall apply if, as a result of fluctuations in the exchange rate, the Seller could buy the goods from its suppliers at less favourable conditions than those that were foreseeable at the time the Contract was concluded with the Purchaser. If the purchase price agreed with the Purchaser increases by more than 10%, the Purchaser has the right to terminate the contract.
- 4.3 The Seller shall be entitled to make deliveries or provide services only against prior payment or deposit, if after the conclusion of the Contract the Seller becomes aware of circumstances that could considerably reduce the Purchaser's creditworthiness and on account of which the Seller could run the risk that the Purchaser will not be able to settle its outstanding claims with the Seller resulting from the relevant contract. The same shall apply if the Purchaser refuses to pay the Seller's outstanding claims or does not pay such and undisputed objections have been raised against the Seller's claims or a court with jurisdiction over the matter has decided otherwise.

§5 Terms of Payment

- 5.1 To the extent not otherwise agreed upon in writing, all invoices of the Seller must be paid forthwith, without any deduction whatsoever.
- 5.2 Seller does not accept Bills of exchange or checks unless expressly agreed otherwise in writing, and in case of an agreement payment shall only be considered to be made that such bills of exchange or checks have been paid out. Discount charges and other costs in respect of a bill of exchange or a check must be borne by the Purchaser. The Seller's rights under Article 10 of these GTC below remain unaffected until all claims under bills of exchange have been settled in full.
- 5.3 The Seller is entitled to deduct payments from the Purchaser towards the Purchaser's oldest debt first. If costs and interest have already accrued, the Seller is entitled to deduct the payment towards the costs first, then towards interest, and finally towards the principal claim.
- 5.4 If the Purchaser does not accept the purchased goods after the Seller set a reasonable period of to the Purchaser has elapsed (delay of acceptance), the Seller shall be entitled to claim an administration fee for storage costs starting from this period. This fee shall amount to 1% of the purchase price without the need to furnish any specific proof for each started week. The Purchaser and the

- Seller have the right to produce the specific proof that proves that as a result of the failure to accept the goods, no decrease or increase has been made to the storage costs, other than that set out in the administration fee provided by the Seller, in which case the administrative fee shall increase or decrease accordingly. Any other claims remain unaffected.
- 5.5 The Seller is only obligated to issue an official tax invoice (Fapiao) upon receipt of the full payment under each Contract. Should the Seller issue a Fapiao before receiving payment, this Fapiao is issued based on good will and shall not constitute a claim of the Purchaser for future practice.
- 5.6 Should the Purchaser not pay despite the Seller having issued the Fapiao to the Purchaser, the Purchaser shall be liable for all damages resulting therefrom, including any additional tax levied on.
- 5.7 Should the Purchaser exceed the due time of payment, the Purchaser shall pay default interest of 1% percent per month. Any non-completed month shall be calculated pro rata on daily basis.
The Seller has the right to claim additional damages exceeding the above default interest.
The aforementioned stipulation does not apply if the Purchaser is able to prove that the delay in payment was not the Purchaser's fault.
- 5.8 If the Purchaser is in default with one payment, all other claims of the Seller against such Purchaser shall fall due immediately, if the Purchaser is unable to prove that the Purchaser is not responsible for the default of payment.

§6 Set off, Retention, Assignment

- 6.1 The Purchaser is only entitled to offset counterclaims or assert a right to retention if such claims have been confirmed by final court judgment or are undisputed.
- 6.2 The assignment of any claims of the Purchaser against the Seller shall require the Seller's prior written consent to become effective.

§7 Time and Scope of Delivery, Reservation of Timely Supply to the Seller, Delay in Delivery

- 7.1 Delivery within the PRC shall be free of charge. Unless the Parties agreed otherwise in writing, if the location for delivery is outside the PRC, Seller shall deliver to the last port in the PRC. All costs and organization for further delivery, including but not limited to export documentation, customs, tax and demurrage shall be borne by the Purchaser.
Delivery periods and dates shall only be binding for the Seller if the Seller explicitly states or confirms that they are fix periods binding, otherwise such periods shall only be considered as non-binding estimates for information only. An agreed delivery period is deemed observed if the goods have left the Seller's premises by the time the period expires or the Seller has informed the Purchaser that the goods are ready to be dispatched, but the goods have not left the Seller's premises as a result of the Purchaser's announcement that it will not accept such goods.
- 7.2 Agreed delivery periods shall begin with the dispatch of the Seller's Order Confirmation or once the Purchaser made the agreed advance payment, whichever is later; delivery periods shall not begin, however, until such time as the Purchaser has provided all documents, permits and releases that the Purchaser has to provide, all questions have been answered and the agreed down-payment, if any, has been received. In order for the delivery period or the delivery date to be observed, the Purchaser must timely and properly fulfil all of its other obligations. Compliance with the agreed delivery periods and delivery dates is subject to the condition that the Seller is timely and properly supplied by its own suppliers.
- 7.3 Part deliveries are allowed, if the part deliveries are usable for the Purchaser within the framework of the purpose as agreed in the Contract, the delivery of the remaining ordered goods is ensured and no significant work or additional costs are incurred by the Seller.
- 7.4 The Seller reserves the right to deliver excess or short deliveries of up to 5% of the quantity to be delivered for based on production-related technical reasons. There will be no refund for short deliveries. The goods shall not be considered as Incompliant Goods, in case of such excess or short delivery.
- 7.5 The Purchaser is entitled to terminate the Contract if the Seller is in delay with delivery, the start of such delay shall be determined by these GTC, the Contract or statutory provisions, and if, upon occurrence of the delay, the Purchaser has set a reasonable additional period of time for subsequent performance by the Seller, also stating that it will refuse acceptance thereafter, and this additional period of time has expired to no avail.

§8 Passing of Risk/Dispatch

- 8.1 The risk of an accidental loss or deterioration of the goods passes to the Purchaser at the latest with the delivery of the goods to the Purchaser in case of pick-up or, if the Parties is agreed that the goods will be shipped, already on the handing over of the goods to the shipping company, freight carrier or to any other person instructed to carry out the shipment. This shall also apply to part deliveries or if shipment is made "freight paid" or it has been agreed that delivery

is free of charge. In the absence of written instructions from the Purchaser, the Seller will choose the carrier and the itinerary at its own discretion. At the request and expense of the Purchaser, the Seller will take out a transport insurance policy to insure the goods against the risks specified by the Purchaser.

- 8.2 If there is a delay in handing over or shipment for reasons for which the Purchaser is responsible, the risk shall pass to the Purchaser on the day the goods were ready to be dispatched and the Seller informed the Purchaser of such.
- 8.3 If the Seller chooses the manner of shipment, the dispatch route and/or the person to carry out the shipment, the Seller is solely liable for willful misconduct and gross negligence resulting from this choice.

§9 Retention of Title

- 9.1 Title to the goods supplied shall remain vested in the Seller until all claims of the Seller against the Purchaser that arise from the business relationship have been settled in full. These claims also include claims under checks and bills of exchange, as well as current-account claims. If the Seller becomes liable under a bill of exchange in connection with payment, the retention of title does not expire until such time as an assertion of claims against the Seller under the bill of exchange is excluded. Should the Seller retrieve the goods, this does not entail withdrawing from the Contract unless the Seller expressly declared this in writing. The Purchaser is under obligation to handle the goods that are subject to this retention of title clause with due care for the duration of the retention of title. In particular, the Purchaser is obligated to sufficiently insure the goods at the Purchaser's own expense against damage by fire, water, and theft at their replacement value. The Purchaser assigns to the Seller already now all claims for compensation under this insurance. The Seller hereby accepts the assignment. If an assignment is not admissible, the Purchaser hereby irrevocably instructs its insurer to make payments, if any, solely to the Seller. Further-reaching claims of the Seller remain unaffected. Upon request, the Purchaser must provide the Seller with evidence of the conclusion of the insurance contract.
- 9.2 The Purchaser may sell the goods that are subject to this retention of title clause only within the framework of the ordinary course of business. The Purchaser is not entitled to pledge the goods that are subject to this retention of title clause or to assign them by way of security or to make any other disposition which jeopardizes the ownership of the Seller. In the event of attachments or other impairment by third Parties, the Purchaser must notify the Seller without undue delay in writing and furnish all necessary information; additionally, the Purchaser must inform the third Party of the Seller's property rights and assist with the measures taken by the Seller for the protection of the goods that are subject to this retention of title clause. The Purchaser bears all costs for which it is responsible and which are necessary for the removal of the impairment and the recovery of the goods, to the extent that these costs cannot be obtained from the third Party.
- 9.3 The Purchaser assigns to the Seller already now the claims arising from the resale of the goods with all ancillary rights, regardless of whether the goods that are subject to this retention of title clause are resold without or after further processing. The Seller accepts this assignment already now. If an assignment is not permissible, the Purchaser hereby irrevocably instructs the third-party debtor to make payments, if any, solely to the Seller. Subject to revocation, the Purchaser is authorized to collect the claims that have been assigned to the Seller on behalf of the Seller. All amounts collected must forthwith be remitted to the Seller. The Seller may revoke the authorization of the Purchaser to collect these claims, as well as the Purchaser's authority to resell, if the Purchaser fails to properly fulfil its obligations to pay in relation to the Seller, if the Purchaser is in arrears with payment or stops payment, or if an application for the institution of insolvency proceedings against the assets of the Purchaser is filed. Any resale of these claims is subject to prior approval by the Seller. With the notification of the assignment to the third-party debtor, the Purchaser's authority to collect expires. In the event of a revocation of the authority to collect, the Seller may require the Purchaser to disclose all claims assigned, as well as the respective debtors, to provide all information necessary for collection, to furnish the related documents, and to inform the debtors of the assignment.
- 9.4 In the event of overdue payment on the part of the Purchaser, the Seller is entitled to terminate the Contract without prejudice to its other rights. The Purchaser must immediately grant the Seller, or any third party commissioned by the Seller, access to the goods that are subject to this retention of title clause, must surrender such goods and inform the Seller where these goods are located. After a timely warning to such effect, the Seller may otherwise dispose over the goods that are subject to this retention of title clause for the purpose of satisfying its due claims against the Purchaser.
- 9.5 The Purchaser's right to acquire the goods that are subject to this retention of title clause continues in respect of the processed or transformed item. If the goods are processed, combined or mixed with other goods that are not owned by the Seller, the Seller acquires co-ownership of the new item in proportion to the ratio of the value of the goods delivered to the value of the other goods

- processed at the time of processing. The Purchaser shall store the new goods on behalf of the Seller. In all other respects, the item created through processing or transformation shall be governed by the same provisions as the goods that are subject to this retention of title clause.
- 9.6 At the request of the Purchaser, the Seller is obligated to release the security interests to which the Seller is entitled to the extent that the realizable value of such security exceeds the Seller's claims arising from the business relationship with the Purchaser by more than 20%, also taking into account the valuation discounts customary in banking. For valuation purposes, goods that are subject to this retention of title clause are to be assessed on the basis of their invoice value, and claims are to be assessed on the basis of their nominal value.
- 9.7 If goods are delivered to destinations with other legal systems in which the retention of title rules set forth under Article 9.1 to 9.6 above provide less security than in the Federal Republic of Germany, the Purchaser hereby grants the Seller a corresponding security interest. If further declarations or acts are necessary for this purpose, the Purchaser will make these declarations and perform these acts. The Purchaser will assist in all measures that are necessary for and conducive to the validity and enforceability of such security interests.
- 9.8 Any retained property shall be registered at the authorities where legally feasible. The Purchaser shall register retained titles on its own, without explicit instruction of the Seller, but the Seller is also entitled to register retained titles on goods and the Purchaser shall provide all documents and signatures necessary.
- §10 Claims based on Defects, Restriction on Use, Liability**
- 10.1 The basis for any liability for defects by the Seller shall be the agreed quality of the goods. Exclusively the specifications in the manufacturers' data sheets shall be deemed the agreed quality, as defined in Article 615 PRC Civil Code. The Seller warrants that the goods ("Conforming Goods") supplied have the characteristics that have been specified in writing – in verifiable technical parameters ("Manufacturer Parameters")– by the manufacturer or by mutual agreement ("Agreed Quality"). Goods not complying with the Agreed Quality shall be referred to as Incompliant Goods ("Incompliant Goods"). Goods with minor or insignificant deviations from specifications set out in the Contract or the Manufacturer Parameters shall be considered as conforming goods. Seller reserves the right to change technical data and designs in the interest of technical progress, safety and development. Such improvements shall not be considered as Incompliant Goods.
- 10.2 The goods supplied are intended solely for the purposes specified by the respective manufacturer in the individual product specification. These purposes expressly do not include the use of the goods in life-saving or life- supporting medical equipment, in military systems, in nuclear plants, in aerospace technology, in combustion control systems, in transportation, in traffic, in safety equipment and in equipment or systems where a failure or malfunction of the product can, upon reasonable assessment, lead to death, bodily injury or damage to health or to an extraordinarily high property damage and/or financial loss (hereinafter "Excluded Usage"), unless the respective manufacturer and the Seller has expressly consented in writing to using the product for such excluded usage. If, however, the Purchaser uses goods or a product containing goods for such Excluded Usage without obtaining the aforesaid express consent, the Purchaser shall bear the exclusive risk and liability for such use. Subject to Article 10.16, the Seller shall not assume liability for damages incurred in using the product for such Excluded Usage unless the Seller's prior express consent has been obtained. The Purchaser shall indemnify and hold the Seller harmless from any third-party claims, if these damages were caused by using the products for Excluded Usage without obtaining the prior written consent of the respective manufacturer and the Seller. To the same extent, the Purchaser shall be responsible for the suitability and safety of the goods for the applications used by the Purchaser, unless otherwise expressly agreed between the Parties. The Seller gives no guarantee with regards to the goods, especially no guarantee in respect of the quality and state or durability of the goods other than agreed in a Contract or these GTC.
- 10.3 If the Seller processes the goods to be supplied by Order of the Purchaser (e.g., if the Seller bends or cuts, de-reels or rewinds connections), the provisions under Article 10.1 and 10.2 above apply accordingly. In this case, the Seller undertakes to process the goods with due care in accordance with the Purchaser's specifications, as agreed upon in writing, without liability for the possible effects of such processing on the functioning of the product.
- 10.4 As a prerequisite for the Purchaser's rights based on defects, the Purchaser shall fulfil its legal duty to inspect and report any defects (Article 620, 621 PRC Civil Code), in particular, examine the delivered goods upon receipt and report obvious defects and defects which would normally be detected in such examination to the Seller in writing without undue delay upon receipt of the goods. The Purchaser shall inspect for other defects within one month and report such defects without undue delay. Without undue delay shall mean the notification, if made within two weeks. In the event that the Purchaser fails to examine the goods properly and/or fails to report a defect, the Seller shall not be held liable for such defect. When reporting defects to the Seller, the Purchaser shall provide the Seller with a written description of the defects in the report. The Purchaser shall keep the results of the inspection. Should Purchaser not have conducted an inspection on the goods or in case Purchaser is not able to provide written documentation of the inspection and the Incompliant Goods could have been discovered during the inspection, Seller shall not be liable for any damages or losses resulting from building the Incompliant Goods into Purchaser's products including, but not limited to costs for building in or removing the Incompliant Goods or recall of the Purchaser's products. Furthermore, Purchaser shall indemnify Seller from all claims of third parties which could have been avoided if the Incompliant Goods would have been discovered during the inspection.
- 10.5 During the Warranty Period (as defined below):
- 10.5.1 If Purchaser suspects goods to be Incompliant Goods, the Purchaser shall inform the Seller of such suspicion.
- 10.5.2 Seller shall have the right to repair Incompliant Goods or replace Incompliant Goods upon its own discretion ("Warranty Service").
- 10.5.3 In case Seller fails twice to repair or replace the Incompliant Goods or does not replace Incompliant Goods within a reasonable period due to its own reason, Purchaser shall have the right to return the Incompliant Goods against return of the purchase price. Seller shall pick up the Incompliant Goods upon approval in writing according to the Seller's rules applicable for this purpose (RMA procedure).
- 10.6 If the Seller delivers the goods in lots that allow a statistical receiving quality inspection according to the rules customary in this respect, at least this inspection must be performed as receiving inspection. The inspection must be carried out in accordance with the inspection conditions and criteria set forth in the relevant standard documents. Any lot accepted during this inspection will be deemed free of defects. A rejected lot will be replaced by the Seller with a lot that is free of defects subject to the return of the defective lot in its entirety. The Seller may instead replace the defective parts of the rejected lot with parts that are free of defects upon consultation with the Purchaser.
- 10.7 The Purchaser is obliged to firstly send the Seller the goods for examination at its own expense. Any necessary expenses incurred in examining and subsequent performance, especially transport, travelling, labour or material costs, shall only be borne by the Seller if it transpires during the examination that a defect actually exists, to the extent that there is no increase in these costs and expenses due to the fact that the goods have been brought to a place other than the delivery address by the Purchaser.
- 10.8 The risk of an accidental loss or deterioration of the goods sent to the Seller shall not pass until they have been accepted by the Seller at the Seller's place of business. The Seller is entitled to refuse return shipments without a previously issued RMA number.
- 10.9 The Purchaser's right to rescind the Contract is excluded if the Purchaser is not able to return the goods received unless this inability is due to the fact that a return is impossible according to the nature of the goods received, the Seller is responsible for such inability, or the defect has only become apparent when processing or transforming the goods. The right to rescind the contract is further excluded if the Seller is not responsible for the defect or if the Seller has delivered custom-made goods.
- 10.10 The Purchaser's warranty claims shall be forfeited if the Purchaser tries to repair the goods either itself or through a third party or the Purchaser or a third party changes the goods without the Seller's consent and as a result, remedying the defect is made impossible or unacceptably difficult.
- 10.11 The Seller is only liable in case of (a) damages covered from a guarantee issued by the Seller, (b) personal injuries sustained by the Purchaser or (c) property damages, either of which caused by willful misconduct or gross negligence of the Seller sustained by the Purchaser or (d) product faults as determined by the mandatory regulations of applicable statutory law, particularly the PRC Product Quality Law. The Seller's liability for slight negligence in case of property damages is excluded. In General, the damages shall be limited to the amount which at the time of concluding the contract was foreseeable as probable result from breach of contract. These exclusions of liability and limitations apply to the same extent in favour of the executive body, legal representatives, employees and other agents of the Seller. The Seller shall not be liable for consequential or indirect damages, including but not limited to:

- a. Loss of profit;
 - b. Loss of production;
 - c. Penalties or punishment Purchaser has to pay based on contractual agreements with Purchaser's contract partners;
- Unless otherwise stated above, the liability of the Seller, regardless of the legal basis, shall be excluded.
- 10.12 The Warranty Period of the goods supplied by the Seller is one year upon the delivery of the goods. If the Purchaser raises no objection on the quantity or quality of the goods within the Warranty Period, the delivery is regarded as in conformity with the purchase contract or other agreement made by both Parties, unless prescribed otherwise by mandatory law.
- 10.13 If the Seller comments on a claim based on defects that has been asserted by the Purchaser, this comment is not to be deemed an acknowledgement or the commencement of negotiations concerning the claim or the circumstances giving rise to the claim.
- 10.14 The Seller shall not bear any procurement risk for an obligation to supply unspecified goods with an explicit written agreement.
- 10.15 Place of performance for subsequent performance and subsequent improvement shall be the Seller's registered office.

§11 Product Liability

- 11.1 The Purchaser shall not modify the goods. In particular, the Purchaser shall not modify or remove existing warnings about risks resulting from improper use of the goods. If this duty is violated, the Purchaser shall indemnify and hold the Seller harmless from and against product liability claims of third parties to the extent that the Purchaser is responsible for the defect giving rise to liability.
- 11.2 If a product defect of the goods causes the Seller to make a product recall or to issue a product warning, the Purchaser shall assist the Seller and shall take all measures which have been ordered by the Seller and which the Purchaser can reasonably be expected to perform. The Purchaser is under obligation to bear the cost of the product recall or product warning to the extent that the Purchaser is responsible for the product defect and the damage sustained. Further-reaching claims of the Seller remain unaffected.
- 11.3 The Purchaser shall inform the Seller without undue delay in writing of any risks in the use of the goods and possible product defects of which the Purchaser becomes aware. The Seller shall not be liable for damage, which could have been avoided, if the Purchaser informed the supplier without undue delay.

§12 Force Majeure

"Force Majeure" means the occurrence of an event or circumstance outside the control of the Party affected thereby, that prevents a Party from performing one or more of its contractual obligations. These events and circumstances include but are not limited to war, acts of terrorism, trade restrictions, epidemics, natural disasters and strikes. The Party affected by Force Majeure is obliged to inform the other Party in writing immediately of the occurrence of such an event or circumstance. The Party affected by Force Majeure shall be released from its contractual obligations from the time the impediment to perform occurs and for as long as it lasts. If the impediment lasts for more than 90 days, each Party may terminate the respective individual Contract concerning the affected goods and quantities in writing.

§13 Intellectual Property Rights

- 13.1 If a delivery comprises software or other intellectual property rights including but not limited to all knowledge and experience, trade secrets as defined by PRC law, any inventions, utility model rights, design rights, patents or other industrial property rights or technical knowledge, copyrights, trademarks, know-how or other intellectual property, no matter whether patented, registered or not, ("IPR"), such software or other IPR will be provided to the Purchaser subject to a copyright and user license, the terms and conditions of which can be gathered from the license agreement accompanying the software or other intellectual property. The present GTC grant no rights or license to use such software or other IPR in any manner, or for any purpose, not expressly permitted in the license agreement.
- 13.2 Unless otherwise agreed, the Seller is obligated to deliver goods free of industrial property rights and copyrights of third parties (property rights) only in the country where the place of delivery is located.
- 13.3 The Seller shall not be liable for the infringement of IPR based on instructions given by the Purchaser.
- 13.4 The Purchaser shall inform the Seller without undue delay when an infringement of IPR is put forward by third parties. The Seller shall not be liable for damages due to a late notice by the Purchaser about IPR, which could have been avoided in case of a claim in due time.
- 13.5 If justified claims for an infringement of IPR are filed by third parties within the Warranty Period, the Seller is entitled to choose at the Seller's cost to either procure utilization rights for the respective IPR or to modify the goods and other

products in relation to the goods in such a way - taking the contractual use of the goods into consideration - that IPR is not breached, or to deliver comparable goods that do not violate the IPR.

The Purchaser shall not claim breach of Contract in case the Purchaser itself obstructs the negotiations with the third party or concludes agreements with said third party regarding IPR without the Seller's approval.

- 13.6 The Purchaser shall release and hold harmless the Seller from third parties' claims and reimburse the Seller for any damages the Seller suffers from the Purchaser using goods to infringe third party IPR.
- 13.7 The Seller reserves the IPR to all goods and other information including records, patterns, drawings, samples, calculations models and/or layouts which are based on documents, information and/or knowledge attributable to the Seller or affiliate companies and similar information of material and immaterial kind – also those in electronic form. Such information will not be made available to third parties. If the Purchaser receives such information in connection with the initiation of contract-related negotiations, the Purchaser shall return the information free of charge to the Seller if the Contract is not concluded.

§14 Confidentiality, Data Protection

- 14.1 From time to time the Parties may, at their sole discretion, disclose information or data to one another that is either marked or – in the case of oral disclosure – summarized and explicitly designated as confidential in writing within 2 weeks ("Confidential Information"). However, information or data shall not be deemed Confidential Information to the extent that such information (i) is or becomes part of the public domain or is or becomes generally available without any breach of confidentiality obligations existing between the Parties, (ii) was already lawfully and without any obligation to confidentiality in the possession of the receiving Party before being received by the receiving Party from the disclosing Party, (iii) was or is disclosed or made available to the receiving Party at any time by a third party without violation of any secrecy obligations that are known to the receiving Party, (iv) was developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information.
- 14.2 The Parties will not disclose Confidential Information in whole or in part to any third party and will not use Confidential Information except as necessary in connection with these GTC and all Contracts. Both the companies affiliated with the Seller and the suppliers of companies of the Rutronik Group shall not be deemed third parties within the meaning of these GTC and all Contracts. Disclosure of Confidential Information on the basis of mandatory statutory provisions, orders from a public authority or a court shall not constitute a breach of the obligation to confidentiality.
- 14.3 Title to and all and any other rights to the Confidential Information and items that represent Confidential Information, including but not limited to drawings, drafts, samples, etc., shall remain with the disclosing Party. No provision of these GTC and all Contracts expressly or implicitly confers a right to the Confidential Information or grants licenses or other rights of use to Confidential Information.
- 14.4 Purchaser shall comply with the legal provisions on data protection. Upon request, Purchaser shall prove the required necessary compliance with a data protection obligation in relation to Seller according to applicable laws or other relevant provisions.

§15 Export, Export Control, Disposal

- 15.1 The goods supplied are intended to remain in the country of delivery agreed upon with the Purchaser. The Purchaser may not export goods from the country of delivery that are subject to embargo provisions.
- 15.2 The Purchaser shall inform the Seller about any change of intended use or destination of the goods.
- 15.3 The goods supplied are particularly subject to European, American and Chinese export controls and embargo provisions. It is the Purchaser's responsibility to inform itself of the relevant export and/or import provisions or restrictions and to obtain according permits, if necessary.
- 15.4 The Purchaser will impose the aforesaid obligations on its customers.

§16 Applicable Law and Arbitration

- 16.1 These GTC and all Contracts shall be governed by and interpreted in accordance with the laws of the People's Republic of China. The UN Convention of April 11, 1980 regarding Contracts for the International Sale of Goods (CISG) shall not apply.
- 16.2 Any dispute arising from or in connection with these GTC or the Contracts shall be submitted for arbitration to the Shanghai International Arbitration Center (SHIAC) according to its then valid arbitration rules. Either Party may take the initiative in such submission for final decision pursuant to the rules of procedures of the SHIAC with instructions that the arbitration be conducted in the manner set forth **Fehler! Verweisquelle konnte nicht gefunden werden.** of these GTC hereof.
- 16.3 Arbitration shall be conducted as follows:
- a. All proceedings in any such arbitration shall be conducted in English.

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- b. In case the dispute value is more than RMB 500,000.- there shall be three (3) arbitrators otherwise there shall be one arbitrator only. In case of 3 arbitrators Buyer and the Seller shall each select one (1) arbitrator. The third arbitrator or the sole arbitrator shall be appointed by the president of the SHIAC and shall serve as chairman of the panel.
 - c. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
 - d. The costs for arbitration as well as other legal costs by the Parties shall be borne by the losing party unless decided otherwise by the arbitration tribunal.
 - e. The arbitration place shall be Shanghai.

§17 Final Provisions

- 17.1 Any transfer of the Purchaser's rights and obligations to a third party shall require the Seller's written approval in order to be binding on the Seller.
- 17.2 Amendments and supplements to a Contract or these GTC or other declarations of will shall be made in written form.
- 17.3 Third parties the Seller engages, including subcontractors, carrier, logistic companies etc. shall not be eligible to give or accept any declaration of will for the Seller without a written power of attorney with the Seller's company chop affixed thereunder.
- 17.4 The headings in these GTC are for convenience of reference only and they do not constitute any rights and obligations, and do not carry any legal significance.
- 17.5 The written form according to these GTC shall include hardcopy and electronic forms. Instant messaging communication, such as wechat, what's app, qq, sms shall not be deemed as in writing.
- 17.6 If any provision in these GTC is or becomes invalid or impracticable in whole or in part, or if these GTC contain a gap, this shall not affect the validity of the remaining provisions hereof. The invalid or impracticable provision shall be deemed replaced with such valid or practicable provision as comes closest to the purpose of the invalid or impracticable provision. In the case of a gap, such provision shall be deemed agreed upon as corresponds to what would have been agreed upon according to the purpose of these GTC if the contracting Parties had contemplated the matter from the beginning.
- 17.7 The Parties hereby acknowledge that the Civil Code of the PRC as adopted on May 28, 2020 came into force on January 1, 2021. As Contracts under these GTC may be placed subsequently, these GTC and all Contracts hereunder are drafted and agreed between the Parties subject to the applicable law at the time of conclusion and shall be interpreted as such, also after January 1, 2021. In case mandatory regulations according to new laws and regulations or interpretations of the Supreme People's Court come into force or any changes subsequently to this agreement coming into force and such mandatory laws change the interpretation, validity or consequence of this GTC or respective orders in comparison to the legal situation on the signing date, any invalid regulations shall be replaced with regulations which shall be as close as possible to the original intend of the parties and interpretations shall be made in a manner that the outcome is as close as possible to the original economic consequences as intended by this agreement at the signing date.