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General Terms and Conditions of Sale of Hoffmann + Krippner GmbH & Co. KG

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§ 1 Scope of application

(1) Our General Terms and Conditions of Sale apply exclusively to existing and future business relationships; we do not recognize any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions of Sale unless we have expressly agreed to their validity in writing. Our terms and conditions of sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions.

(2) Verbal agreements prior to or upon conclusion of the contract require our written confirmation in order to be valid.

(3) Our Terms and Conditions of Sale apply exclusively to entrepreneurs (legal entities under public law and special funds under public law). If the partner is not an entrepreneur, the statutory provisions shall apply.

(4) Our terms and conditions shall also apply to all future transactions with the customer, even if they are not expressly included again.

(5) For contracts in the form of existing continuing obligations, these General Terms and Conditions of Sale shall only apply from 01.03.2014. Until this date, our previous General Terms and Conditions of Sale shall apply, which can be sent immediately on request or accessed on our homepage at de.hoffmann-krippner.com.

§ 2 General provisions

(1) The legal relationship between the Supplier and the Purchaser in connection with the Supplier's deliveries and/or services shall be governed exclusively by these “Green Terms of Delivery” (GL). The Purchaser's general terms and conditions of sale shall only apply insofar as the Supplier has expressly agreed to them in writing. The scope of the deliveries shall be determined by the mutually agreed written declarations.

(2) Orders shall only become binding upon our order confirmation or its execution.

(3) The information and illustrations contained in brochures, flyers and data sheets are approximate values customary in the industry, unless they have been expressly designated by us as binding.

(4) Our information does not release the partner from the obligation to check the suitability for the intended area of application in each case. We reserve the right to make technical changes at any time without prior notice. Any liability in connection with technical application advice is excluded.

(5) The customer has the non-exclusive right to use standard software and firmware with the agreed performance features in unchanged form on the agreed devices. The customer may make a backup copy of the standard software without express agreement.

§ 3 Offer

(1) Verbal collateral agreements or assurances that go beyond the content of the written contract are invalid.

(2) Delivery times are approximate and non-binding, unless their binding nature has been expressly agreed.
Our offers are subject to change; cost estimates are non-binding.

§ 4 Prices - Terms of payment - Offsetting

(1) Unless otherwise stated in the order confirmation, our prices are “ex works”, excluding packaging; packaging, freight and other special services will be charged according to expenditure and invoiced separately.

(2) The statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the day of invoicing. Invoicing shall be based on the prices valid at the time of delivery plus statutory VAT; VAT shall only not be charged in cases where the conditions for tax exemption of export deliveries are met.

(3) Unless otherwise stated in the order confirmation, the net purchase price (without deduction) is due for payment within 21 days of the invoice date. If the customer is in default of payment, we shall be entitled to charge interest on arrears at a rate of 9 percentage points above the prime rate. If we are able to prove a higher interest loss, we are entitled to claim this. For the second reminder stage, we shall charge an

additional lump sum of € 15.

(4) Offsetting against counterclaims of the customer or the retention of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

(5) The minimum order value for customer orders is ≥ at least € 400.

(6) Insofar as our claim to payment is jeopardized as a result of subsequently occurring circumstances which result in a significant deterioration in assets, such as non-compliance with the terms of payment and/or default, we shall be entitled to declare all claims arising from the business relationship due immediately; this shall also apply in the event of deferral or acceptance of bills of exchange or cheques. Under the same conditions, we may demand advance payment or the provision of security for all current transactions. The statutory provisions on payment transactions shall remain unaffected.

(7) Invoicing shall be in euros. The euro amount shall also be decisive if foreign currency amounts are stated in the invoices in addition to the euro amount. Incoming foreign currency amounts shall be credited with the euro amount obtained from the foreign currency amount.

§ 5 Delivery - Delay in delivery

(1) Agreed delivery periods refer to the dispatch of the goods ex works or shipping point; they shall not commence before the customer has fulfilled existing obligations to cooperate, in particular the provision of the documents to be procured by the customer or after the agreed down payment has been made.

(2) In the event of a delay in delivery, the customer may withdraw from the contract after a reasonable grace period has expired without success; in the event of impossibility of our performance, he shall also be entitled to this right without a grace period. Delay in delivery shall be deemed equivalent to impossibility if delivery is not made within a reasonable period in relation to the delivery item. Claims for damages (including any consequential damages) are excluded without prejudice to paragraph 3; the same applies to the reimbursement of expenses.

(3) The exclusion of liability regulated in paragraph 2 shall not apply if an exclusion or limitation of liability for damages resulting from injury to life, body or health has been agreed, which are based on an intentional or negligent breach of duty committed by us or an intentional or negligent breach of duty committed by our legal representatives or vicarious agents; it also does not apply if an exclusion or limitation of liability has been agreed for other damages which are based on an intentional or grossly negligent breach of duty committed by us or on an intentional or grossly negligent breach of duty committed by our legal representatives or vicarious agents. If we culpably breach an essential contractual obligation or “cardinal obligation”, liability is not excluded, but is limited to the foreseeable damage typical for the contract. In the event of reimbursement of expenses, the above shall apply accordingly.

(4) The limitations of liability in paragraphs 2 and 3 shall not apply if a commercial transaction for delivery by a fixed date has been agreed; the same shall apply if the customer can assert that his interest in the fulfillment of the contract has lapsed due to the delay for which we are responsible.

(5) We shall be entitled to postpone the delivery date accordingly or, if the fulfillment of the order is seriously called into question or becomes impossible due to the following events, to withdraw from the contract in whole or in part without the customer being entitled to claim damages if force majeure and other events beyond our control occur which could jeopardize the smooth execution of the order, in particular delays in delivery on the part of our suppliers, traffic or operational disruptions, industrial disputes, material and energy shortages, measures taken by state authorities, as well as import and export restrictions. This shall also apply if the aforementioned events occur at a time when we are in default.

(6) We are entitled to insure the delivery item against theft, fire, water and other damage at the customer's expense, unless the customer has demonstrably taken out the insurance himself.

§ 6 Framework orders – total orders – Consignment deliveries

(1) In the case of blanket orders for which partial deliveries are ordered on call, the Customer undertakes to accept the entire blanket order quantity with binding effect.

(2) The term of framework contracts/consignment contracts is a maximum of 12 months with binding acceptance and a minimum order value

of € 10,000, the minimum value per call-off is € 2,000. If the standard term for blanket orders of max. 12 months is exceeded, we reserve the right to make a price correction due to currency or raw material price fluctuations. If the minimum call-off value is not reached, a minimum quantity surcharge of € 80.00 will be charged per call-off.

(3) If the Customer fails to meet its obligations, payment of the remaining quantity still outstanding for delivery shall be due in full immediately upon expiry of the 12-month period, irrespective of how many partial deliveries have actually been accepted by the Customer up to this point in time. Payment shall be due within the agreed payment terms.

(4) If, at the end of the agreed term, the outstanding residual quantity of the ordered products has not yet been completely finished at H+K, but has been prefabricated as assemblies, H+K is entitled to invoice the value of the prefabricated stock quantities to the Customer and, if necessary, to deliver them or, by agreement, to continue to store them for later delivery acceptance of the end products.

(5) If an extension of the term for the open remaining quantity is agreed in consultation, H+K is entitled to charge interest in the amount of 5% of the agreed sales price for the still open remaining quantity for storage and interest on the prefabricated components.

(6) Orders that are processed via consignment deliveries ("KONSI") must be accepted within the agreed term (generally 12 months for framework orders). The removal from the KONSI warehouse and payment of these KONSI stocks must take place no later than 6 months after delivery. A KONSI inventory shall be reconciled with the customer once a year.

§ 7 Shipment - Packaging - Transfer of risk

(1) Shipment shall be made at the expense and risk of the customer from a place to be determined by us. We assume no liability for the cheapest shipment.

(2) The supplier is only entitled to make partial deliveries if

- the partial delivery can be used by the customer within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured and
- the Client does not incur any significant additional expenses or additional costs as a result (unless the Supplier agrees to bear these costs).

(3) Transport insurance shall only be taken out at the instruction and expense of the Customer.

(4) The disposal of packaging materials in accordance with the Packaging Ordinance is the responsibility of the Purchaser. We shall accept return deliveries of empty packaging from the customer free of charge. No reimbursement will be made for the empty packaging provided. Returned packaging must be delivered free of charge.

(5)) The risk is transferred to the Customer when the goods are handed over to the forwarding agent or the carrier or at the latest when they leave the factory or warehouse, even if H+K has taken over the delivery.

§ 8 Inspection for defects - Warranty

(1) The Buyer's warranty rights presuppose that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).

(2) If there is a defect in the purchased item for which we are responsible, we shall be entitled to choose between subsequent performance, i.e. rectification of the defect or replacement delivery. The prerequisite for this is that the defect is not insignificant. If one or both types of subsequent performance are impossible or disproportionate, we are entitled to refuse them. We can refuse subsequent performance as long as the customer does not fulfill his payment obligations to us to an extent that corresponds to the defect-free part of the service. In the event of rectification of defects, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the place of performance.

(3) If we are unwilling or unable to provide subsequent performance, in particular in the event of culpable delay, refusal or double failure, the customer shall be entitled, at his discretion, to withdraw from the contract or to demand a corresponding reduction in the purchase price.

(4) Notification of defects by the customer must be made immediately in writing.

(5) Warranty claims shall be limited to an amount of € 1 million within the scope of the insurance cover for product liability risks as personal injury, property damage and further damage arising therefrom, insofar as these were caused by

products manufactured or supplied by us.

(6) Unless otherwise stated below, any further claims of the customer - irrespective of the legal grounds - are excluded. We shall therefore not be liable for damage that has not occurred to the delivery item itself; in particular, we shall not be liable for damage caused by faulty third-party installation; in particular, we shall not be liable for loss of profit or financial loss of the customer; this also includes claims that do not result from the defectiveness of the delivery item.

(7) The above provisions shall also apply to the delivery of a different item or a smaller quantity.

(8) The exclusion of liability regulated in paragraph 4 shall not apply if an exclusion or limitation of liability for damages resulting from injury to life, body or health has been agreed, which are based on an intentional or negligent breach of duty committed by us or an intentional or negligent breach of duty committed by our legal representatives or vicarious agents; it also does not apply if an exclusion or limitation of liability for other damages has been agreed which are based on an intentional or grossly negligent breach of duty committed by us or an intentional or grossly negligent breach of duty committed by our legal representatives or vicarious agents. If we culpably breach an essential contractual obligation or a “cardinal obligation”, liability is not excluded, but is limited to the foreseeable damage typical for the contract. Otherwise, it is excluded in accordance with paragraph 4. Furthermore, the exclusion of liability shall not apply in cases in which liability is assumed under the Product Liability Act for personal injury or property damage to privately used objects in the event of defects in the delivery item. It shall also not apply in the event of the assumption of a guarantee or the assurance of a characteristic if a defect covered by it triggers our liability. In the event of reimbursement of expenses, the above shall apply accordingly.

(9) No warranty is assumed for damages for the following reasons: Unsuitable or improper use, faulty assembly by the customer or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, substitute materials, chemical, electronic or electrical influences (insofar as we are not responsible for them), improper modification or repair work carried out by the customer or third parties without our prior approval.

(10) Claims for defects shall also not exist in the event of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability and in the event of non-reproducible software errors.

(11) Claims for subsequent performance, damages and compensation for use shall become time-barred in accordance with the statutory periods. Claims for reduction and the exercise of a right of withdrawal are excluded if the claim for subsequent performance is time-barred. In the case of sentence 2, however, the customer may refuse to pay the purchase price to the extent that he would be entitled to do so on the basis of withdrawal or reduction; in the event of exclusion of withdrawal and a subsequent refusal to pay, we shall be entitled to withdraw from the contract.

(12) Claims arising from manufacturer recourse remain unaffected by this section.

(13) Samples are to be regarded as functional samples or prototypes for initial sample release.

§ 9 Liability for secondary obligations

If, through our fault, the delivered item cannot be used by the customer in accordance with the contract as a result of omitted or faulty execution of suggestions and advice made before or after conclusion of the contract as well as other contractual secondary obligations (in particular instructions for operation and maintenance of the delivery item) or if damage occurs, the provisions of §§ 7 and 9 shall apply accordingly, excluding further claims by the customer.

§ 10 Withdrawal of the customer and further liability

(1) The following provisions shall apply to breaches of duty outside the liability for defects and shall neither exclude nor limit the statutory right of withdrawal. Likewise, statutory or contractual rights and claims to which we are entitled shall neither be excluded nor limited.

(2) The customer may withdraw from the contract if the entire performance becomes definitively impossible; the same shall apply in the event of incapacity. The customer may also withdraw from the entire contract if, in the case of an order for similar items, the performance of part of the delivery becomes impossible in terms of quantity due to our fault and the customer has no interest in the partial performance; if this is not the case, the customer may reduce the consideration accordingly; the right of withdrawal shall not apply in the event of an insignificant breach of

duty.

(3) If there is a delay in performance and the customer grants us a reasonable period for performance after justification of the delay and if this grace period is not complied with, the customer shall be entitled to withdraw from the contract. In the event of a partial delay in performance, paragraph 1 sentence 2 shall apply accordingly. If the customer requests a different execution of the delivery item at any point after delivery, the delivery period shall be interrupted until the day of notification of the execution and, if necessary, extended by the time required for the different execution.

(4) Withdrawal is excluded if the customer is solely or predominantly responsible for the circumstance which entitles him to withdraw and if the circumstance for which we are responsible occurs at the time of the customer's default of acceptance. In the event of impossibility of performance in the aforementioned cases, we shall retain our claim to counter-performance in accordance with § 326 para. 2 BGB.

(5) Further claims of the purchaser, irrespective of the legal grounds (in particular claims arising from culpa in contrahendo, breach of primary and secondary contractual obligations, reimbursement of expenses, tortious acts and other tortious liability), are excluded; this applies in particular to claims arising from damage outside the purchased item and to claims for compensation for lost profit or financial loss of the purchaser; this also includes claims that do not result from the defectiveness of the purchased item. This shall not apply if the cause of the damage was based on intent or gross negligence on our part, our legal representatives or vicarious agents. This also does not apply to damages resulting from culpable injury to life, limb or health. Liability is also not excluded in the event of the assumption of a guarantee, insofar as a breach of duty covered by it triggers our liability. If we culpably breach an essential contractual obligation or a “cardinal obligation”, liability is not excluded, but is merely limited to the foreseeable damage typical of the contract.

§ 11 Ownership of means of production - property rights

(1) All means of production, in particular the operating items used by us to manufacture the contractual product, shall remain our property, even if they and/or their development are invoiced separately, and shall not be delivered to the customer or third parties. One-off costs, e.g. for the production of manufacturing equipment, are always to be understood as pro rata. The cost shares do not include the constructive and intellectual performance or development work.

(2) Copyrights and/or industrial property rights of the customer shall remain unaffected by this provision.

(3) We undertake not to pass on such means of production to third parties in the future or to process orders from third parties on the basis of these means of production if this would infringe any copyrights and/or industrial property rights of the original ordering party.

(4) The customer shall be solely liable if rights, in particular copyrights of third parties, are infringed by the execution of his order. The customer shall indemnify us against all claims of third parties due to such an infringement of rights.

(5) If the customer suspends or terminates the cooperation during the production period of the samples or means of production, all production costs incurred up to that point shall be borne by the customer.

(6) We shall store the means of production, e.g. punching tools, free of charge for 3 years after the last delivery to the customer. Thereafter, we shall request the customer in writing to comment on the further use within 6 weeks. Our duty of safekeeping shall end if no statement is made within these 6 weeks or no new order is placed.

§ 12 Export - Export control

(1) The customer undertakes to observe and comply with all national, European and international export regulations and export control regulations when exporting the products purchased from us.

(2) The customer is obliged to procure all information and documents required for the export, shipment or import at his own expense. The refusal of an export license does not entitle the customer to withdraw from the contract or to claim damages.

(3) The customer releases us from any liability in this respect.

§13 No Rusia und No Belarus Clausel

(1) The customer shall not sell, export or re-export, directly or indirectly, also in a built-in or modified condition to the Russian Federation or for use in

the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014, Art. 8g of Council Regulation (EC) 765/2006, as well as the other annexes to the relevant sanctions and all other EU sanctions.

(2) If the goods purchased from the seller are (re-) sold, (re-)exported or otherwise delivered or transferred, also in a built-in or modified condition to third parties, the customer shall oblige these third parties to pass on the regulation [from clause 1/ Prohibition of onward delivery to Russia/Belarus or for use in Russia/Belarus] to the third party and to oblige the third party to also pass on this regulation to its customers.

(3) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the seller shall be entitled to seek appropriate remedies, including, but not limited to:
(i) termination of this Agreement; and
(ii) a penalty of 30% of the total value of this Agreement or price of the goods exported, whichever is higher. Payment of the contractual penalty does not affect the provider's right to claim additional damages.

(5) The customer shall immediately inform the seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The customer shall make available to the seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

§ 14 Retention of title

(1) We reserve title to the purchased item until all payments arising from the delivery contract have been received. In the event of breach of contract by the customer, in particular default of payment, we shall be entitled to take back the object of sale; in this case, the customer hereby agrees to take back the object of sale. If we take back the purchased item, this shall not constitute a withdrawal from the contract unless we have expressly declared this in writing. The assertion of the retention of title in the event of default of payment or endangerment as well as the seizure of the delivery item by us shall be deemed a withdrawal from the contract. The costs incurred by us as a result of taking back the goods shall be borne by the customer. After taking back the purchased item, we shall be authorized to sell it; the proceeds from the sale shall be credited against the customer's liabilities - less reasonable costs of sale.

(2) The customer is obliged to treat the purchased item with care; in particular, he is obliged to insure it sufficiently at his own expense against fire, water damage and theft at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.

(3) The customer may neither pledge the delivery item and the claim replacing it nor assign it as security. In the event of seizure or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

(4) The customer is entitled to resell, process or mix the purchased goods in the ordinary course of business; however, he hereby assigns to us all claims arising from the resale, processing, mixing or other legal grounds in the amount of the final invoice amount agreed with us (including VAT). We hereby accept this assignment. The customer shall remain authorized to collect this claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. The direct debit authorization can be revoked by us in the event

of breach of contract (in particular default of payment) by the customer.

(5) The processing or transformation of the object of sale by the customer shall always be carried out on our behalf. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other processed objects at the time of processing. In all other respects, the same shall apply to the items created by processing as to the purchased item delivered under reservation of title.

(6) If the object of sale is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall keep the resulting sole ownership or co-ownership for us.

(7) The customer shall also assign to us the claim to secure our claim against him which arises against a third party through the combination of the purchased item with a property.

(8) We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realizable value of our securities exceeds the claim to be secured by more than 30%; we shall be responsible for selecting the securities to be released.

(9) In order to realize our retention of title, we may demand that the customer dismantle and make available the parts supplied by us at the customer's expense. We are also entitled to remove the parts ourselves at the customer's expense.

§ 15 Place of jurisdiction - place of performance

(1) Unless otherwise stated in the order confirmation, the place of performance shall be our registered office.

(2) If the customer is a merchant/entrepreneur, our registered office shall be the place of jurisdiction; however, we shall be entitled to assert our claims at other permissible places of jurisdiction.

(3) With regard to all claims and rights arising from this contract, the non-unified law of the Federal Republic of Germany (BGB, HGB) shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(4) Should individual provisions or conditions be wholly or partially invalid or void, the remaining provisions shall remain unaffected. Rather, the contracting parties undertake to agree to a provision which largely achieves the economic purpose of the invalid or void provision.

We further agree to the extended retention of title from the supplementary clause: Extended retention of title to “General Terms and Conditions of Delivery for Products and Services of the Electrical Industry” (ZVEI supplementary clause: as of June 2011) in the following:

(1) The objects of the deliveries (goods subject to retention of title) shall remain the property of the Supplier until all claims to which it is entitled against the Purchaser arising from the business relationship have been fulfilled. If the value of all security interests to which the Supplier is entitled exceeds the amount of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security interests at the request of the Purchaser; the Supplier shall be entitled to choose between different security interests for the release.

(2) During the existence of the retention of title, the Purchaser is prohibited from pledging or transferring ownership by way of security and resale is only permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that ownership is only transferred to the customer when the customer has fulfilled its payment obligations.

(3) If the purchaser resells goods subject to retention of title, he hereby assigns his future claims from the resale against his customers with all ancillary rights - including any balance claims - as security. balance claims - to the supplier by way of security, without the need for any further special declarations. If the goods subject to retention of title are resold together with other items without an individual price having been agreed for the goods subject to retention of title, the Customer shall assign to the Supplier that part of the total price claim which corresponds to the price of the goods subject to retention of title invoiced by the Supplier.

(4) a. The purchaser is permitted to process the reserved goods or to mix or combine them with other items. The processing is carried out for the supplier. The Purchaser shall store the resulting new item for the Supplier with the care of a

prudent businessman. The new item is deemed to be reserved goods.
b. The Supplier and the Purchaser hereby agree that in the event of combination or mixing with other items not belonging to the Supplier, the Supplier shall in any case be entitled to co-ownership of the new item in the amount of the share resulting from the ratio of the value of the combined or mixed reserved goods to the value of the other goods at the time of combination or mixing. In this respect, the new item is deemed to be reserved goods.
c. The provision on the assignment of claims under No. 3 shall also apply to the new item. However, the assignment shall only apply up to the amount corresponding to the value of the processed, combined or mixed reserved goods invoiced by the supplier.
d. If the customer combines the goods subject to retention of title with real estate or movable property, he also assigns to the supplier, without the need for further special declarations, his claim, which he is entitled to as remuneration for the combination, with all ancillary rights as security in the amount of the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of combination.

(5) Until revoked, the Purchaser is authorized to collect assigned claims from the resale. In the event of good cause, in particular default of payment, suspension of payment, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the Purchaser, the Supplier shall be entitled to revoke the Purchaser's authorization to collect. In addition, the Supplier may, after prior warning and subject to a reasonable period of notice, disclose the assignment by way of security, realize the assigned claims and demand that the Customer disclose the assignment by way of security to the Customer.

(6) In the event of seizure, confiscation or other dispositions or interventions by third parties, the customer must inform the supplier immediately. If a legitimate interest is substantiated, the Customer shall immediately provide the Supplier with the information required to assert its rights against the Customer and hand over the necessary documents.

(7) In the event of breaches of duty by the Customer, in particular in the event of default in payment, the Supplier shall be entitled to withdraw from the contract in addition to taking back the goods after the unsuccessful expiry of a reasonable deadline set for the Customer; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer is obliged to surrender the goods. The taking back or assertion of the retention of title or the seizure of the reserved goods by the Supplier shall not constitute a withdrawal from the contract, unless the Supplier has expressly declared this.

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We further agree the software clause for the provision of standard software as part of deliveries. For all products with integrated software, we also refer to the software clause according to ZVEI, as of April 2012, as a supplement and amendment to the “General Terms of Delivery for Products and Services of the Electrical Industry” (GL), which can be found in a separate document on our homepage.