

Terms and conditions of sale and service

(Version: August 2023)

1. The following terms and conditions of sale and service apply exclusively to all sale and service transactions. Conflicting or differing terms and conditions in general and, in particular, the terms and conditions of purchase of our customers will not be accepted.

The terms and conditions of sale and service apply to all business transactions between the parties without the seller having to send these terms separately in each individual case.

2. All illustrations, drawings, weight specifications included in various documents accompanying the contract are to be deemed approximate only and shall not be construed as a guarantee of specifications of our products. This does not release the customer from the responsibility to check our information and recommendations before using the product for the intended purpose.

3. We retain intellectual property rights and copyright to all cost estimates, drawings and other documents. These documents may not be disclosed to third parties. All drawings and other documents must be returned to us promptly at our request if the contract is not concluded or implemented for whatever reason.

4. Our confirmation letter and these terms and conditions of sale and service define the rights and obligations of the parties. To be effective, any verbal side agreements and arrangements, including those with representatives, must be confirmed in writing.

5. Prices are calculated in EUR (in exceptional cases in USD). Prices are quoted ex works and exclude packaging. We reserve the right to adjust our prices if more than four months have passed between the contract conclusion and performance and if the factors underlying the price calculations have changed during this period. If the customer suspends payments, any discounts, bonuses, etc. previously granted will be revoked and the gross prices will become payable. Bills of exchange and cheques are only accepted subject to clearance. The payment is only considered to have been made once the cheque or bill of exchange has cleared.

6. When the total net value of goods of < EUR 100 per order, we will charge a processing surcharge of EUR 20. For all components and devices the minimum order quantity is equal to the packaging unit.

7. We are entitled to make partial deliveries to the extent this is acceptable to the customer.

8. All goods are shipped at the risk and expense of the customer. In the absence of any arrangements, we will use our reasonable discretion to dispatch the goods. We are under no obligation to choose the cheapest delivery method. We shall only arrange insurance for the supplied goods at the express request of the customer. The cost of insurance shall always be borne by the customer. As a general rule, all deliveries are made on ex works basis (Incoterms 2010 "EXW").

9. The risk, including the risk of the goods being seized or confiscated, is transferred to the customer upon handover to the forwarding agent or carrier but no later than upon leaving our factory. This also applies to e.g. carriage paid, FOB and CIF transactions.

10. Unless otherwise agreed in writing, all invoices of the seller are payable immediately and in full, at the latest within 30 days of the invoice date.

We will only grant customers a credit period for payment if we are not forced to recover items in court the payment for which is outstanding, and we do not become aware of circumstances that may represent a threat to our assets.

In this case, all payables of the customer, including those which are not yet due under the agreement will become payable. If we withdraw the credit period for payment, we will be entitled to demand immediate cover for any accepted bills of exchange before they become due. All collection costs, including telephone or wire transfer expenses shall be borne by the customer. The customer is only entitled to set off undisputed or legally established claims.

11. By way of derogation from the statutory rights our liability in the case of justified material defect claims is as follows:

a) any defective parts or services will be, at our option, either repaired, replaced or provided again free of charge.

b) we will have three attempts to remedy the defect in accordance with paragraph a) above. If we are unable to rectify the defect, the customer will be entitled to exercise their statutory rights.

Claims for damages are, however, excluded if we cannot be held liable in accordance with Section 12.

c) The customer shall inspect the supplied goods or services provided immediately upon receipt and notify us promptly of any identified defects (Article 377 of the German Commercial Code (HGB)).

Our liability does not extend to natural wear and tear and defects caused by improper or careless handling, excessive use or the use of unsuitable equipment. The same applies to modifications, repairs or maintenance performed by the customer or a third party without our prior written consent.

d) We do not accept any liability for material defects with respect to deliveries of goods manufactured by third parties. We hereby assign our claims against the supplier of the third-party products to the customer.

e) The limitation period for defects is one year, unless a five-year limitation period is required by law.

12. Claims for damages due to defects or breaches of contractual obligations are excluded.

This does not apply to damage resulting from injury to life, body or health due to a negligent breach of duty on our part or an intentional or negligent breach of duty on part of our statutory representatives or vicarious agents or other damage caused by a grossly negligent breach of duty on our part, the part of our statutory representatives or vicarious agents.

This is without prejudice to the right of the customer to terminate the contract due to a breach of duty which does not involve a defect in the purchased goods or works, as well as claims under the Product Liability Act.

13. Events of force majeure (e.g. strikes, lockouts, acts of war and mobilisation, disruptions - whatever the cause -, delayed or insufficient number of cars provided by Deutsche Bahn AG, closure of railway lines) absolve both parties from adherence to agreed delivery periods.

14. The place of performance for all obligations arising from this agreement is Norderstedt, Germany. This also

applies to any cheques and bills of exchange accepted as payment.

15. If the customer is a business, the place of jurisdiction for any disputes arising from the contractual relationship, whether directly or indirectly, is Norderstedt, Germany. The contractual relationship is governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the Sale of Goods (CISG).

16. We reserve the right to terminate this agreement and any other contracts concluded between us and the customer if we become aware of circumstances indicating that the financial situation of the customer has deteriorated considerably. We shall notify the customer promptly of our intention to terminate the agreement. We reserve the right to terminate this agreement also if the customer fails to pay our outstanding invoices.

17. We retain title to the goods - including goods supplied abroad - until all claims against the customer, which arise from the business relationship have been settled in full. Until this date, any attachment of goods, transfer of ownership by way of collateral and similar transfers are prohibited. Only resellers and contractors under contracts for work or services are permitted to resell and reuse retained goods in the ordinary course of business with the proviso that the reseller or contractor receives immediate payment or the title will be transferred to the third party after the purchase price has been paid in full.

Our consent to the transfer of ownership to the third party is conditional upon these conditions being met. In an abundance of caution, the customer shall, in the case of the goods being resold or reused, assign their future purchase price or wage claims upon conclusion of a transaction to us without the need for a formal request. Until further notice, the customer will be authorised to collect the new claim. Where we process the goods delivered to the customer, we acquire joint ownership of the new item in proportion to the relationship between the value of the goods we have supplied and the value of the combined item.

If the goods are seized by a third party, the customer is required to notify the enforcing body/ officer of the retention of title.

The customer is also obliged to notify us immediately by registered letter, enclosing the report on assets seized and the declaration in lieu of an oath confirming that the seized goods are identical to the goods falling under the retention of title which we have supplied and which have not yet been paid for in full.

Any intervention costs shall be borne by the customer. If the customer suspends payments, the customer shall promptly make a detailed list of available products we have supplied and the assigned receivables and submit this list to us.

If the value of all security interests we are entitled to under Section 1 exceeds the amount of all secured claims by more than 20 percent, we shall release the relevant part of the security interests at the request of the customer.

18. We store personal data in connection with business transactions, and we process the data in-house.

19. Due to possible variations in the manufacturing process, we reserve the right to make an under or over delivery equivalent to up to 5% of the order volume.

Privacy policy in accordance with EU General Data Protection Regulation

for business partners and their contact persons at

IBH Ingenieurbüro Harm Elektrotechnik GmbH

The purpose of this document is to provide you with information about the processing of your data and your rights under the data protection laws and regulations. The specific data which will be processed will depend largely on the nature and scope of the existing business relationship.

Please also pass this information on to the authorised representatives and contacts in your company.

Handling of personal data

Personal means any information relating to an identified or identifiable natural person, i.e. information that can be used to identify a person. This includes, for example, the name, the e-mail address or the telephone number.

Responsibilities

The controller responsible for your data and related queries is

IBH Ingenieurbüro Harm Elektrotechnik GmbH
Gutenbergring 35
22848 Norderstedt

Managing director: Henning Sauerland
Data protection officer: Andreas Heppner
Tel.: +49 40 655 888 - 122
Email: aheppner@elektrotechnik.de

What data do we use and how do we collect it?

As a rule, you can visit our websites without us requiring any personal data from you. We only collect, use or disclose personal data where we are permitted to do so by law or based on the user's given consent to data collection, e.g. through a product or information enquiry or by leaving their contact details for us to respond to. In this case, we may also use cookies. You will then be informed about this on the website. Your personal data will not be passed on, sold or otherwise transferred to third parties.

Access data/server log files

We (or our web space providers) collect data about each access to our websites (known as server log files). These access data include:

Name of the website accessed, file, date and time of access, amount of data transferred, notification of successful access, browser type and version, the user's operating system and the IP address, which can also be used to trace the requesting provider.

The log data are only used for statistical, operational and security purposes or to optimise the website. However, we reserve the right to check the log data retrospectively, if there is concrete evidence providing reasonable grounds for suspecting illegal use.

Communication

As part of initiating and conducting the business relationship, we process, in particular, the following categories of data of our business partners or their contact persons, which we receive directly from them to implement contracts or based on prior consent. On the other hand, we process data that we have legitimately obtained from publicly accessible sources:

Prospective customers:

Personal / contact data such as first name, last name, company, address, communication data

Customers / suppliers / service providers:

Personal / contact data such as first name, last name, company, address, communication data

Contract and billing data such as bank details, tax or VAT ID numbers,

Goods and invoice data

Employees:

Personal / contact data such as first name, last name, date of birth, address and communication data, entry data, information relevant to tax and social security, certificates and appraisals.

Purpose and legal basis of data processing

The object of our company is the sales and distribution of electrotechnical and pneumatic products as well as related services. The data is processed for these purposes and in compliance with the provisions of the EU General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and all other relevant laws (e.g. the German Commercial Code (HGB)). Data processing can be divided into the following areas:

- For the performance of a contract or the implementation of pre-contractual measures (Article 6 (1) (b) GDPR)
The primary purpose of processing personal data is the performance of a contract with our customers, suppliers and service providers. This also includes the performance of pre-contractual measures at the request of the business partner.
- **For the purpose of balancing of interests (Article 6 (1) (f))**
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If necessary, we process your data on the actual performance of the contract, to protect our legitimate interests or those of third parties.
Examples:
 - Assessment and optimisation of procedures for needs analysis and direct marketing;
 - Establishment and defence of legal claims
 - Measures to ensure IT security and to protect IT operations
- **Based on consent (Article 6 (1) (a) GDPR)**
If you have given us consent to the processing of your personal data for specific purposes (e.g. newsletters, trade show information, campaigns), the lawfulness of this agreement will be based on your consent.
You have the right to withdraw your consent at any time with effect for the future, including consent given to us before GDPR entered into force, i.e. before 25 May 2018. Please note that the withdrawal will only affect future processing. The withdrawal of consent will not affect the lawfulness of processing based on consent before its withdrawal.
- **Processing is necessary for compliance with a legal obligation (Article 6 (1) (c) GDPR) or in the public interest (Article 6 (1) (e) GDPR)** We are also subject to various legal obligations, i.e. we are required to comply with e.g. tax regulations, customs regulations.

Who has access to your personal data

In our company, your personal data will only be disclosed to departments, which require this information for us to meet our contractual and statutory obligations or for the purposes stated above.

Personal information will only be disclosed outside the company if required by law or if you have consented to it. All internal processors are bound to confidentiality. External recipients, for their part, are obliged to comply with data protection rules and regulations.

Under these conditions, recipients of personal data may include:

- Public bodies and institutions if there is a legal or official obligation
- Processors to whom we transfer personal data for the purpose of conducting the business relationship with you (e.g. contract manufacturing, maintenance of IT equipment, data destruction, payment transactions, accounting, auditors)
- Any organisations for which you may have given us your consent to transfer data.

Retention period

We process and store your personal data for as long as it is necessary to fulfil the above-mentioned purposes. It should be noted that our business relationships are generally long-term. If the data is no longer required for the performance of our contractual or legal obligations, we will erase or pseudonymise the data on a regular basis, unless their further processing is required temporarily for the following purposes:

- Adherence to retention periods under commercial and tax laws, e.g. under the German Commercial Code or the German Tax Code. The retention periods specified there can be up to 10 years
- Storage of quality-relevant data regarding the EN 9100ff standard
- Preservation of evidence under the statute of limitations (e.g. Section 195ff. BSG).

Right of access, erasure of data

Every data subject has the right of **access** under Article 15 GDPR, the right to **rectification** under Article 16 GDPR, the right to **erasure** under Article 17 GDPR, the right to **restriction of processing** under Article 18 GDPR, the right to **object** under Article 21 GDPR, as well as the right to **data portability** under Article 20 GDPR. The restrictions under Articles 34 and 35 BDSG apply to the right of access and the right to erasure. In addition, data subjects have the **right to lodge a complaint** with a supervisory authority (Article 77 GDPR in conjunction with Article 19 BDSG).

You have the right to withdraw your consent to the processing of personal data at any time,

Provision of data from your side?

As part of our business relationship, you are required to provide the personal data we need for the establishment and implementation of a business relationship and the fulfilment of the associated contractual obligations or which we are required to collect by law.