

1. Scope of application and definitions

(1) For the business relationship between BEDIA Motorentechnik GmbH & Co. KG, Im Erlet 1, 90518 Altdorf, Germany, Register Court Amtsgericht Nürnberg HRB 13685, (hereinafter referred to as "PROVIDER" for short) and the recipient of the services (hereinafter referred to as "CUSTOMER" for short, together herein also referred to as "the Parties"), these General Terms and Conditions shall apply in particular to contracts for the sale and delivery of movable goods in the area of sensors for the automotive industry (hereinafter referred to as "Goods" or "Goods"), regardless of whether the Seller manufactures the Goods itself or purchases them from suppliers, as well as to all other contracts between the Parties.

(2) The offer of the PROVIDER is directed exclusively to entrepreneurs (§ 14 BGB) or to traders. By concluding the contract, the CUSTOMER confirms to the PROVIDER that he is using the services offered exclusively for a commercial or business purpose (as an entrepreneur within the meaning of § 14 BGB).

(3) Contradictory, deviating or supplementary general terms and conditions of the CUSTOMER shall not become part of the contract unless the PROVIDER expressly agrees to their validity. These General Terms and Conditions shall also apply if the PROVIDER performs services without reservation in the knowledge that the CUSTOMER's terms and conditions conflict with or deviate from these General Terms and Conditions.

(4) These General Terms and Conditions shall also apply to all future service relationships between the PROVIDER and the CUSTOMER (in connection with the offered object of performance) without the need for express inclusion.

(5) The version of the GTC valid between the parties at the time of the start of the performance of the service shall be authoritative.

2. Contract Conclusion

(1) Offers of the PROVIDER are made without engagement and are non-binding. This also applies if the PROVIDER hands over catalogs, technical documentation (e.g. drawings, plans, calculations), other product descriptions or documents, including in electronic form, to the CUSTOMER.

(2) The presentation of the services on the website or in advertisements does not constitute a binding offer by the PROVIDER to conclude a purchase contract.

(3) The order of the goods by the CUSTOMER is considered a binding offer of contract. Unless otherwise stated in the order, the PROVIDER is entitled to

accept this contractual offer within 2 weeks of its receipt.

(4) Properties, quality and durability guarantees shall be agreed separately in writing, if relevant.

3. Prices and Terms of Payment

(1) If nothing to the contrary is agreed in individual cases, the current prices at the time of the conclusion of the contract shall apply, namely ex works, plus statutory sales tax.

(2) In the case of sale by delivery to destination, the CUSTOMER shall bear the transport costs ex warehouse. Any customs duties, fees, taxes and other public charges shall be borne by the CUSTOMER. Transport packaging and all other packaging in accordance with the Packaging Ordinance shall become the property of the CUSTOMER.

(3) All payments to be made by the CUSTOMER shall be due from the date of the invoice and payable within 14 days with a 2% discount or net within 30 days, otherwise in accordance with the applicable terms of payment. Payments by check, credit card and Paypal are not accepted.

(4) The deduction of a cash discount shall only be granted in case of a special written agreement. In principle, there shall be no entitlement to the granting of such a discount.

(5) The CUSTOMER may only offset such claims that are undisputed or legally valid.

4. Deadlines for deliveries; default

(1) The observance of deadlines for deliveries requires the timely receipt of all documents to be provided by the CUSTOMER as well as the observance of the agreed terms of payment and other obligations by the CUSTOMER. If these prerequisites are not fulfilled in time, the deadlines shall be extended; accordingly, this shall not apply if the PROVIDER is responsible for the delay.

(2) If the failure to meet the deadlines is due to

a) force majeure,

b) virus and other attacks by third parties on the PROVIDER's IT system, insofar as these occurred despite compliance with the care customary for protective measures,

c) untimely or improper delivery to the PROVIDER,

the deadlines shall be extended appropriately.

(3) The CUSTOMER's claims for damages due to delayed delivery as well as claims for damages in lieu of performance shall be excluded in all cases of delayed delivery, even after expiration of any time limit set to the PROVIDER for delivery. This shall not apply in cases of liability for intent, gross negligence or

injury to life, body or health. The CUSTOMER may only withdraw from the contract within the framework of the statutory provisions if the delay in delivery is the responsibility of the PROVIDER. A change in the burden of proof to the disadvantage of the CUSTOMER is not associated with the above provisions.

(4) At the PROVIDER's request, the CUSTOMER is obligated to declare within a reasonable period of time whether it will withdraw from the contract due to the delay in delivery or insist on delivery.

(5) Partial deliveries are permissible insofar as they are reasonable for the CUSTOMER under a reasonable assessment of the facts and consideration of his interests worthy of protection.

5. Transfer of risk upon delivery

(1) The risk shall pass to the CUSTOMER, even in the case of carriage-paid delivery, when the goods have been brought for shipment or picked up. Upon the CUSTOMER's request and at the CUSTOMER's expense, the PROVIDER shall insure the delivery against the usual transport risks.

(2) If the shipment or delivery is delayed for reasons for which the CUSTOMER is responsible or if the CUSTOMER is in default of acceptance for other reasons, the risk shall pass to the CUSTOMER.

6. Retention of title

(1) The PROVIDER retains title to the delivered item until all claims arising from the contract have been paid in full.

(2) This also applies to all future deliveries, even if the PROVIDER does not always expressly refer to this. If the value of all security interests to which the PROVIDER is entitled exceeds the amount of all secured claims by more than 20%, the PROVIDER shall release a corresponding part of the security interests at the Customer's request; the PROVIDER shall be entitled to choose between different security interests for the release.

7. Material defects

The PROVIDER shall be liable for material defects as follows:

(1) The respective parts showing a material defect shall, at the PROVIDER's option, be repaired, replaced or provided again free of charge, insofar as and to the extent that the cause already existed at the time of the passing of risk.

(2) Claims for subsequent performance shall become statute-barred 12 months after the statutory commencement of the limitation period; the same shall apply to rescission and reduction. This period shall not apply

- insofar as longer periods are prescribed by law in accordance with §§ 438 Para. 1 No. 2 (buildings and items for buildings) and 634a Para. 1 No. 2 (construction defects) BGB,

- in case of intent,

- in case of fraudulent concealment of the defect, as well as

- in the event of non-compliance with a quality guarantee.

Claims for reimbursement of expenses of the CUSTOMER pursuant to § 445a BGB (recourse of the seller) shall also become statute-barred 12 months after the statutory commencement of the limitation period, provided that the last contract in the supply chain is not a purchase of consumer goods. The statutory provisions on suspension of expiry, suspension and recommencement of the periods shall remain unaffected.

(3) The CUSTOMER is obligated to inspect the goods immediately after delivery with regard to all relevant and identifiable defects (both with regard to quality and quantity) and to inform the PROVIDER immediately in writing of the existence of a corresponding defect.

(4) Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable equipment or due to special external influences not assumed under the contract, as well as in the case of non-reproducible software errors. If the CUSTOMER or third parties carry out improper modifications, installation/removal or repair work, there shall also be no claims for defects for these and the resulting consequences.

(5) Claims for damages by the CUSTOMER due to a material defect shall be excluded. This shall not apply in the event of fraudulent concealment of the defect, non-compliance with a quality guarantee, injury to life, limb or health and in the event of an intentional or grossly negligent breach of duty by the PROVIDER (or one of its vicarious agents and/or legal representatives). A change in the burden of proof to the detriment of the CUSTOMER is not associated with the above provisions. Further claims or claims of the CUSTOMER other than those regulated in this Clause 9 due to a material defect are excluded.

8. Claims for other damages

(1) Unless otherwise provided for in these Terms and Conditions, claims for damages by the CUSTOMER shall be excluded, irrespective of the legal grounds, in particular for breach of duties arising from the contractual obligation and from tort.

(2) This shall not apply insofar as liability exists as follows:

- i. under the Product Liability Act,
- ii. in case of intent,
- iii. in the event of gross negligence on the part of owners, legal representatives, executive employees or vicarious agents,
- iv. in case of fraudulent intent,
- v. in case of non-compliance with an assumed guarantee,
- vi. for culpable injury to life, body or health, or
- vii. due to culpable violation of essential contractual obligations.

Material contractual obligations are obligations the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the CUSTOMER may therefore regularly rely. The claim for damages for the breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, unless another of the aforementioned cases applies.

(3) A change in the burden of proof to the detriment of the CUSTOMER is not associated with the above provisions.

9. Data protection, confidentiality

(1) The processing of personal data for the fulfilment of the contractually agreed services is carried out in accordance with national and European data protection laws. The processing of personal data for business purposes is based on Art. 6 lit. b DS-GVO. Beyond this, no data is passed on to third parties.

(2) The contracting parties undertake to treat as confidential any information or documents from the other party's sphere of activity of which they become aware in the course of the performance of the contract and which are not in the public domain or generally accessible. This duty of confidentiality shall continue to exist even after termination of the contractual relationship.

10. Rights of use; Reference use

(1) The goods in the PROVIDER's range of services are generally protected by trademark law. Any encroachment on the protected intellectual property rights is not permitted and will be prosecuted by the respective rights holder. The CUSTOMER shall indemnify PROVIDER against any claims by third parties against PROVIDER that may result from the infringement of the Intellectual Property Rights due to an unauthorized action by the CUSTOMER.

(2) The CUSTOMER allows the PROVIDER to mention the contractual cooperation for the purpose of (egg)

advertising, in particular but not exclusively on the website or social network profiles of the PROVIDER ("testimonial use").

11. Right of revocation

The PROVIDER concludes contracts exclusively with entrepreneurs within the meaning of § 14 BGB (German Civil Code), so that a statutory right of revocation does not exist.

12. General Provisions

(1) Place of performance and exclusive place of jurisdiction for disputes with merchants, legal entities under public law or special funds under public law arising from contracts shall be Nuremberg.

(2) The law of the Federal Republic of Germany shall apply exclusively to all disputes, irrespective of the legal grounds, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(3) If necessary, additional or alternative provisions to the Agreement agreed in writing by the Parties shall be deemed to be part of the Agreement from the time of their signature.

(4) Any invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions of these General Terms and Conditions. In place of the ineffective clauses, that shall be deemed to have been agreed upon which comes closest to what was economically intended in a legally permissible manner. This shall also apply to the supplementary interpretation of the contract.

(5) In case of doubt, the Incoterms 2020 shall be decisive for the interpretation of the commercial clauses.