



General Terms and Conditions of Business, Delivery and Payment

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General Terms and Conditions of Business, Delivery and Payment of the Company Fietje Sensor& Optoelektronik GmbH

1. General

The below Terms of Delivery and Payment are exclusively applicable to – even if not referred to in individual cases – all services rendered by Fietje Sensor & Optoelektronik GmbH (referred to as FSO). Other terms and conditions are hereby explicitly rejected; any other terms and conditions set forth by the purchaser as contracting entity or service recipient in the course of three-way deals shall be invalid. The contracting entity acknowledges that all purchase orders are separately executed for its order and that contractual obligations arising therefrom shall be adhered to, regardless of whether the goods in question are customer-specific or not.

2. Offers and order confirmations

All offers are only issued under the terms and conditions of FSO. Upon order placement, the below Terms of Delivery and Payment shall represent the exclusive contractual basis, even if the contracting entity was not aware of, was not willing to take note of or failed to obtain such Terms before such point in time. Objections to and/or changes of the Terms of Delivery and Payment shall be communicated by the contracting entity in writing and confirmed by FSO in writing. Order confirmations shall be deemed to have been accepted if they are not objected to within the time period set, or, if no such period was set, within 5 working days, however, upon acceptance of the service at the latest. Sales offers are generally subject to prior sale and only valid for a period of 30 days of the date of offer, unless FSO explicitly set forth different periods of validity in writing.

3. Customer-specific services, partial exclusivity, full exclusivity

Services rendered and deliveries of goods effected in accordance with customer-specific instructions shall generally be deemed as special services, special constructions or special types. FSO shall agree partial or full exclusivity with the customer. Partial exclusivity allows FSO, due to its participation in the provision of the services, resale under its own designation to third parties who are not excluded by the contracting entity based upon the contractual agreement (negative list of customers). Full exclusivity does not allow FSO to market services and products meeting the specification agreed upon as a whole exclusively and regarding all details. For both service categories, there is a purchase obligation in accordance with Section 4 or by the date as confirmed in the order confirmation. If the customer waives one of the two exclusivities or if the customer does not pay the exclusivity fee agreed upon, the fee for the exclusivity extension or the customer-specific service or the goods, the entitlement to customer protection shall become invalid generally and immediately for an unlimited period upon expiry of the payment period or performance of the initial order, even if a delivery is or was performed in accordance with the customer-specific instructions. Any entitlement to partial or full exclusivity shall also expire if the contracting entity does not place any further order for customer-specific goods after the first customer-specific order to FSO. Thus, any entitlement of the customer to prevent FSO from using previously assigned intellectual and material services, regardless of the degree of protection thereof, shall expire. All rights shall be transferred to FSO without limitations for its free disposal, regardless of whether the contracting entity has provided intellectual, material or financial services. This rule shall apply in principle and regardless of further contractual agreements entered into between the contracting entity and FSO before or after order placement.

4. Delivery, delay, call orders, other service performances

The service deadline shall start on the date of the order confirmation. Partial services are permissible in all parts. Each partial service shall be considered a separate transaction and shall not affect the unaccomplished part of any order. Force majeure events, strikes, inability to perform through no fault of FSO or any its suppliers of services and goods as well as unfavourable weather conditions shall extend the service/delivery period by the duration of such interference. If the supplier of FSO rescinds from the supply agreement, FSO shall be entitled to rescind from the agreements with its customers without any restriction whatsoever. The contracting entity shall schedule call orders in writing regarding quantity and time and has to accept them within 12 months after order placement. If no scheduling takes place within 90 days of the date of the first order confirmation by FSO, the entire delivery quantity shall be delivered in no more than 10 equal parts and by the end of the expiry period finally in parts or in its entirety. If the customer is not willing to or hesitates to accept the deliveries under the call order agreement, FSO shall be entitled to change the contract-related terms of payment and delivery in a manner in which FSO is held harmless, to change the contract to advance payment before production and to manufacture the call order lot quantities as single lots and to perform a graduated-price adjustment. The customer acknowledges that it will accept over-delivery and under-delivery of no more than 10% in case of order deliveries.

5. Order cancellations

Order cancellations are possible by the date set forth in the order confirmation or within 5 working days of receipt of the order confirmation at the latest, except for customer-specific orders. Customer-specific orders can only be cancelled if subsequent services to be provided by FSO have demonstrably not been agreed upon by contract or have already been performed. If subsequent services already agreed upon by contract are cancelled, all expenses, but at least 35% of the order value, shall be invoiced.

6. Assurance of properties

Declarations and indications on certain properties and/or the suitability of the goods for a certain intended purpose shall only be binding if FSO expressly designates them as assurances in writing. The contracting entity or the service recipient alone shall be responsible for compliance with the product specification and for any damage arising from non-compliance with such product specification during operation of the goods or due to insufficient or inappropriate product suitability checks or approval tests of its product.

7. Shipment and transfer of risk

The general shipping conditions shall be EXW Glashagen (INCOTERMS 2010). If the service is dispatched to the service recipient upon the latter's request, the risk of loss or damage shall be transferred to the service recipient upon handing over to the shipping agent at the latest. The same rule shall apply if the contracting entity designates the shipping agent itself. If FSO performs the delivery itself, this shall be deemed as handing over to a shipping agent with transfer of risk from our address. Packaging, shipping, transport insurance and other ancillary costs shall in general be borne by the contracting entity. A waiver of transport insurance shall be declared by the contracting entity in writing upon order placement.

8. Prices and payment

The prices are net prices, subject to change and exclusive of packaging, shipment and the statutory VAT and shall apply to all services from FSO. Prices regarding call orders, in particular in the case of imported goods, shall be binding for a period of 30 days after order confirmation, regardless of the call-off period. Thereafter, price changes are permitted where there is a valid reason, such as exchange rate fluctuations. Payments for initial orders or a value of goods of under 150 USD or 150 EUR shall exclusively be carried out in advance or by cash on delivery. In general, the invoice amount shall be paid, regardless of complaints, by the date set forth on the invoice, in such way that FSO can dispose of the full invoice amount from such date. Any offsetting of substantiated or unsubstantiated claims of the purchaser towards FSO shall not be permissible. The acceptance of cheques and credit card payments shall not be possible. In case of default in payment or unauthorised deduction of cash discounts or discounts, FSO will charge interest of 3% above the discount rate of the European Central Bank for the missing amounts as of the start of default as well as processing fees. In case of recurrence, FSO shall be entitled to suspend further deliveries without prior notice, to unilaterally change the terms of payments or to dispatch exclusively against advance payment or cash on delivery. In certain cases, advance payment or cash on delivery may be demanded in full or in part. Cash discounts and discounts shall be granted only after express written agreement. Foreign dispatches are in general only carried out on the basis of advance payments or an unlimited letter of credit issued by a major bank; in such case, all banking expenses shall be borne by the contracting entity. The amount of the advance payment becomes due upon request on the date stated.

9. Reservation of title

FSO reserves the title to all services and goods delivered by it (reservation clause) until payment of the full claim arising from the business relationship. In case of resale, further processing and treatment of the service, a co-ownership of the new object is established in proportion to the value of the reserved services.

10. Material defects, warranty period, freedom from defects of title

Defects in the service object shall be reported in writing within 10 working days after date of invoice, stating the invoice number, component designation and lot numbers and a description of the defects. The warranty period shall end 6 months after the service leaving FSO's premises if not agreed upon otherwise. For all products labelled as RoHS, the warranty period shall end within 7 days after opening of the hermetically sealed packaging for solderability. For chips, a visual check and bondability test shall be performed within 7 days of opening the packaging. In case of justified complaints as regards the quality, we shall be entitled either to remedy the defects or to take back the goods by crediting the purchase amount to the purchaser or by providing replacement within a reasonable period or by crediting the amount equal to the reduction in value of the goods to the purchaser. Any further liability claims based upon defects shall be excluded. The liability as regards any damage shall be limited to gross negligence if, despite quality assurance measures, goods are put into circulation where it would have been obvious before delivery that they could cause damage. This shall not release the contracting entity or service recipient from the obligation to perform insurance-related damage limitation and reduction. Parts which have already been used, in particular if they are or were installed, are generally excluded from exchange. For services of FSO, no freedom from defects of title in the sense of copyright law shall be guaranteed, unless such regulation is contractually agreed upon. FSO's failure to indicate copyrights of third parties known to it shall not exempt the service recipient from its obligation to comply with copyright law. In the case of commercial goods, such freedom from defects of title is generally not guaranteed.

11. Place of performance and jurisdiction, order of precedence

Glashagen shall be the place of performance of all services and Rostock shall be the place of jurisdiction. The laws of Germany shall apply exclusively, also for foreign orders. Both contractual parties can agree upon an arbitration regulation. Legally invalid provisions shall only lead to partial invalidity and shall not affect the remaining provisions of these General Terms and Conditions of Delivery and Payment. Regarding translations of the General Terms and Conditions of Business, Delivery and Payment into other languages, the German version shall take priority and precedence.

Glashagen , Dezember 2020

Mit freundlichen Grüßen

Fietje Sensor- & Optoelektronik GmbH

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