



General Terms and Conditions of Business

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Jianghai Europe Electronic Components GmbH – hereinafter called JIANGHAI –, Uerdinger Str. 95, 47799 Krefeld, Germany

1. Scope:

For all orders to be fulfilled by JIANGHAI – deliveries and other services – exclusively the following terms and conditions apply. These therefore also apply to all future business relationships, even if they are not expressly referred again. General terms and conditions of the buyer are not binding on JIANGHAI even if they are not expressly contradicted by JIANGHAI before or at the conclusion of the contract. Oral side agreements generally require written confirmation by JIANGHAI to become effective.

2. Quotations and conclusion of contracts:

2.1. Quotations from JIANGHAI are non-binding and lose their validity 30 days after they have been issued, unless they have already been withdrawn or renewed in writing by JIANGHAI. Excess or short deliveries of up to 10% are permitted. Invoicing is generally based on the price lists valid at the time of delivery plus the statutory sales tax applicable at the time of delivery or other taxes and duties that become due when the buyer pays. JIANGHAI is entitled to pass on fluctuations in the exchange rate of the EURO versus the US dollar at the time of delivery compared to the time of order, which lead to an increase in the list price. The same applies mutatis mutandis to an increase in the pricing of essential market factors, such as production costs in the area of raw materials and energy as well as sea freight costs. If the increase is more than 20%, the buyer is granted a right of withdrawal, provided that the goods were not produced and / or dispatched according to his specifications.

2.2. All information, descriptions or illustrations in leaflets, brochures, advertisements, catalogs, price lists or other documents, including electronically transmitted data, are only non-binding information about material, properties, specifications or suitability. They never will be part of the contract, guaranteed property or content of any warranty. JIANGHAI reserves the right to change any of the aforementioned documents at any time. The buyer is obliged to check any information on his own responsibility with regard to his purposes. If products / components of products are handed over to the buyer by JIANGHAI or by a JIANGHAI employee before and / or with the conclusion of a contract, this is done for purely advertising and / or illustrative purposes of the product / component. The delivery does not take place as a sample. The aforementioned regulation merely does not apply in cases in which the purchase of a sample was expressly concluded in an individual contract.

2.3. An order from a buyer to JIANGHAI is considered an offer. Orders as well as their changes and additions are only binding for JIANGHAI if JIANGHAI confirms them in writing. Product and / or service specifications are only binding if this is expressly agreed in writing.

3. Delivery:

3.1. Delivery dates and / or times are only confirmed by JIANGHAI without obligation. Delivery times start from the day of confirmation by JIANGHAI, but require approval of all details relevant for the fulfillment of the order.

3.2. Delivery is subject to correct, complete and timely delivery of the goods to JIANGHAI. Delivery dates / times are extended accordingly in the event of unforeseeable events, especially in the event of force majeure, import and / or export bans / restrictions or other government measures, state or logistical transport delays, operational disruptions, strikes and lockouts by the corresponding period plus a reasonable period of time to resume proper business operations if the service or delivery does not become impossible.

3.3. Delivery dates / times are deemed to have been met if JIANGHAI has notified the buyer or his representative that they are ready for dispatch or latest if the goods are on place of agreed place of delivery.

3.4. Partial deliveries are permitted. In this respect, a separate contract for the partial delivery is deemed to have come about without the contract for the entire delivery being canceled.

3.5. If the buyer does not accept the acceptance of goods that were produced according to his specifications in an unjustified manner, JIANGHAI is entitled to withdraw from the contract without setting any deadline, to dispose of the goods at its own discretion and to assert the damage caused by the non-acceptance to JIANGHAI. This also applies in the event of late acceptance.

4. Shipment:

4.1. Shipment takes place "ex works" (EXW, Incoterms 2020) Nantong Jianghai, China, unless otherwise agreed.

4.2. Every delivery takes place at the risk of the buyer. Insurances requested by the buyer are at his expense.

5. Warranty:

5.1. The warranty period for the goods sold by JIANGHAI is twelve months from the transfer of risk.

5.2. The buyer must check the goods received immediately upon receipt. JIANGHAI is only bound by defects that are recognizable after careful inspection if they are reported in writing immediately after receipt of the goods. In the case of hidden defects, this applies mutatis mutandis from the time of their discovery. A complaint after the expiry of the period under 5.1. granted warranty period is excluded.

5.3. The warranty is excluded if JIANGHAI determines that the reported defect is wholly or partially due to improper use, utilization or installation, to conditions and / or to an intervention not intended in the context of normal use, in particular unauthorized intervention or changes by the buyer or a third party or has its cause in specifications originating from the buyer.

5.4. JIANGHAI only warrants properties in writing. The images and information contained in cost estimates, offers, price lists and brochures from JIANGHAI, in particular weight and dimensions, as well as other technical data and the referenced DIN, VDI and other standards or samples, are provided without express., Without additional, written confirmation, JIANGHAI does not warrant their properties, the information is merely given to identify the goods.

5.5. Compensation claims for indirect consequential damage caused by a positive breach of contract are generally excluded.

5.6. The above provisions apply accordingly to complaints about weight, number of items or packaging.

6. General limitation of liability:

6.1. Liability claims against JIANGHAI for all damages that are based neither on an intentional, grossly negligent breach of duty by JIANGHAI, nor on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of JIANGHAI are excluded. Excluded from this regulation are liability claims by third parties due to injury to life, limb or health (product liability) or the breach of a cardinal obligation.

6.2. This also applies to claims for damages instead of performance (non-performance), but only to the extent that compensation for indirect damage or consequential damage is required, unless the liability is based on an assurance that protects the buyer against the risk of such damage should. Any liability is limited to the foreseeable damage when the contract was concluded.

6.3. Advice and recommendations given by JIANGHAI are non-binding. They are carried out to the best of our knowledge and correspond to the current state of the art, but without written confirmation from JIANGHAI, JIANGHAI assumes no responsibility, in particular no liability for damages. The same applies to any other declaration by employees or representatives of JIANGHAI that go beyond the content of the written contract.

7. Payments:

7.1. Invoices from JIANGHAI are payable strictly net within thirty days from the date of the invoice. Any deviating regulation, including discounts or rebates, requires a written agreement.

7.2. If the payment obligation is deferred, if installment payments are granted, or if the buyer is in default, the interest to be paid is 9% above the base interest rate (Section 288 (2), German Civil Code).

7.3. If the buyer is in default with a payment obligation or with a payment in installments, all claims are due immediately.

7.4. The buyer may only offset claims against JIANGHAI that are undisputed or have been legally established.

ENGINEERED SOLUTIONS

JIANGHAI EUROPE
Electronic Components GmbH
Uerdinger Str. 95
47799 Krefeld (Germany)
General Manager: Ole Björn

Contact
T: +49 (0) 21 51-65 20 88-0
F: +49 (0) 21 51-65 20 88-88
info@jianghai-europe.com
www.jianghai-europe.com

Commercial
VAT-Id No.: DE 234 983 729
EORI No.: DE 551 80 40
HRB No.: 10196
Court of Jurisdiction: Krefeld

Euro Banking Account
No.: 255 36
Sparkasse Krefeld · BLZ 320 500 00
IBAN: DE39 3205 0000 0000 0255 36
Swift BIC: SPKR DE 33 XXX

USD Banking Account
No.: 41 000 670
Sparkasse Krefeld · BLZ 320 500 00
IBAN: DE71 3205 0000 0041 0006 70
Swift BIC: SPKR DE 33 XXX

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8. Retention of title:

8.1. JIANGHAI retains ownership of the goods it has delivered (conditional goods) until all JIANGHAI claims from this contract and from the business relationship with the buyer - regardless of the legal reason - that arise or have already arisen at the time of the conclusion of the contract have been paid in full.

8.2. The processing or transformation of the conditional goods is always carried out for JIANGHAI as the manufacturer, but without any obligation for JIANGHAI. If JIANGHAI's (co-) ownership expires as a result of connection, mixing, processing, it is already agreed that the purchaser's (co-) ownership of the uniform new item shall pass to JIANGHAI in proportion to the value (invoice value). The purchaser stores JIANGHAI's (co-) property free of charge. The newly manufactured item is also deemed to be conditional goods within the scope of this provision.

8.3. The buyer is entitled to process, mix or combine the reserved goods in the normal course of business and to sell them by way of an extended reservation of title, as long as he is not in default. Pledging or assignments by way of security of the conditional goods are not permitted. The buyer hereby assigns to JIANGHAI the full extent of the claims arising from the resale or any other legal reason with regard to the conditional goods. JIANGHAI revocably authorizes the buyer to collect the claim assigned to JIANGHAI in his own name for the account of JIANGHAI. This authorization to collect can only be revoked if the buyer does not properly meet his payment obligations.

8.4. If third parties gain access to the goods subject to retention of title, in particular by seizure, the buyer will point out the ownership of JIANGHAI and notify JIANGHAI immediately and provide all necessary information and documents so that JIANGHAI can enforce property rights. If the third party is unable to reimburse JIANGHAI for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable for them.

8.5. In the event that the buyer acts in breach of contract – in particular default of payment – JIANGHAI is entitled to take back the conditional goods subject to retention of title or, if necessary, to demand the assignment of the buyer's claims for surrender against third parties. Taking back or seizing the reserved goods by JIANGHAI does not constitute a withdrawal from the contract.

9. Industrial property rights:

9.1. Intellectual property rights of all kinds and regardless of whether they are registered, registrable or not, in particular utility models or designs, patent rights, trademark rights, including rights to electronic data, remain with JIANGHAI; unless otherwise agreed in writing, the buyer does not acquire any right of use, in particular not for the further development or manufacture of the goods.

9.2. If the goods are specifically manufactured for the buyer, the buyer is obliged to indemnify JIANGHAI from any claims by third parties that may arise from JIANGHAI complying with the buyer's instructions or that have already taken place, regardless of whether the claim against JIANGHAI is due to a breach of any intellectual property right of a third party or for any other reason.

10. Place of fulfillment, jurisdiction:

The place of fulfillment for deliveries by JIANGHAI is Nantong Jianghai, unless a different location has been agreed, the place of fulfillment for all obligations is Krefeld. The place of jurisdiction for all disputes, including for documents, bills of exchange and check processes, is Krefeld. The law of the Federal Republic of Germany applies to all legal relationships, excluding the UN Sales Convention (CISG).

11. Final Provisions:

11.1. All rights JIANGHAI has under the contract or these terms and conditions can be exercised independently by JIANGHAI. JIANGHAI does not in any way preclude the exercise or non-exercise of a right for other rights or other occasions.

11.2. The buyer can only assign or transfer rights from the contractual relationship to third parties with the consent of JIANGHAI.

11.3. Should a provision in these terms and conditions or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements. In this case, the parties undertake to jointly make a provision that comes close to the invalid provision in its economic sense and purpose.

Krefeld, June 2023

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General Manager: Ole Bjørn

Contact
T: +49 (0) 21 51-65 20 88-0
F: +49 (0) 21 51-65 20 88-88
info@jianghai-europe.com
www.jianghai-europe.com

Commercial
VAT-Id No.: DE 234 983 729
EORI No.: DE 551 80 40
HRB No.: 10196
Court of Jurisdiction: Krefeld

Euro Banking Account
No.: 255 36
Sparkasse Krefeld · BLZ 320 500 00
IBAN: DE39 3205 0000 0000 0255 36
Swift BIC: SPKR DE 33 XXX

USD Banking Account
No.: 41 000 670
Sparkasse Krefeld · BLZ 320 500 00
IBAN: DE71 3205 0000 0041 0006 70
Swift BIC: SPKR DE 33 XXX