

General Terms and Conditions of Sale of ZBOE Displays GmbH - February 2020

1. Scope

1.1 These General Terms and Conditions of Sale (hereinafter "Terms and Conditions") of ZBOE Displays apply to all contracts for deliveries and services of the ZBOE Displays.

1.2 These Terms and Conditions are exclusive. Any Terms and Conditions of the Customer, which are supplementary or otherwise contradict these Terms and Conditions, shall not become part of the customer's contract. This also applies in the event of ZBOE Displays, in the knowledge of such conditions of the customer, provides to this delivery and/or service, unless ZBOE Displays has expressly agreed to their validity in writing.

1.3 These General Terms and Conditions also apply to all future business relationships and contracts for deliveries and services of ZBOE Displays with the customer.

1.4 All agreements on deliveries and services made between ZBOE Displays and the customer must be set out in writing in the relevant contract and any additional agreements.

1.5 These General Terms and Conditions apply only to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Law (BGB).

2. Contract

2.1 If an order of the customer is to be qualified as an offer in accordance with Section 145 of the German Civil Law (BGB), ZBOE Displays may accept this offer from the customer within four weeks of receipt.

2.2 Offers from ZBOE Displays are non-binding.

2.3 A contract between ZBOE Displays and the customer is only concluded with the written order confirmation by ZBOE Displays. The sending of an invoice as well as the delivery and/or service by ZBOE Displays the equivalent to an explicit order confirmation.

2.4 Changes to orders by the customer cannot be made, except if agreed explicitly by ZBOE Displays.

2.5 ZBOE Displays reserves ownership and copyright stake in illustrations, drawings, calculations, films, templates, slides, repros, breaks and other documents; they may not be made available to third parties or used by the customer for themselves or for third parties without the written consent of ZBOE Displays. Otherwise, ZBOE Displays is entitled to claim damages without prejudice to any other rights.

3. Payment

3.1 The prices of ZBOE Displays are ex works. Packaging costs as well as the costs of taking back the packaging will be calculated separately as indicated in the respective contract. The same applies to shipping costs if the customer wishes to be dispatched.

Unless otherwise agreed, the choice of the method of shipment and the route of shipment is at the discretion of ZBOE Displays.

3.2 If the object of the contract is imported goods, the price stated in the order confirmation is based on the foreign currency exchange rate valid on the date of issue of the order confirmation.

3.3 ZBOE Displays reserves the right to change its prices accordingly if, after the conclusion of the contract, there are cost increases until the delivery of the goods or the provision of the service, in particular wage and salary increases, increases in freight costs including the Customs duties, import and export fees and the prices of the supplier of ZBOE Displays as well as cost increases due to exchange rate changes.

3.4 The statutory value added tax is not included in the prices of ZBOE Displays. It is shown separately in the respective statutory amount in the invoice.

3.5 The respective remuneration is due for payment immediately upon receipt of the delivery or service by the customer.

3.6 The customer automatically defaults on payment after 14 calendar days after the due date and receipt of the invoice, but no later than 14 calendar days after the due date and receipt of the consideration, without a reminder.

3.7 If the customer is in arrears with his obligation to pay, ZBOE Displays is entitled to charge default interest in the amount of 12% p.a.

3.8 ZBOE Displays is entitled to prove a higher damage caused by delay in individual cases.

3.9 The customer is only entitled to set-off or retention if his counterclaim is legally established, undisputed or recognized by ZBOE Displays.

4. Delivery and performance time, delay

4.1 ZBOE Displays is entitled to partial deliveries and services, provided that they are not unreasonable for the customer.

4.2 Delivery periods as well as delivery dates are only binding if they are expressly agreed in writing. Delivery deadlines are met if the object of the contract has left the factory or if the readiness for dispatch has been notified.

4.3 If the shipment is delayed at the customer's request, the goods are stored at ZBOE Displays at the expense and risk of the customer.

4.4 Events of force majeure entitle the parties - even within the delay - to postpone the delivery or service by the duration of the hindrance. The force majeure on the part of ZBOE Displays is equivalent to all circumstances for which ZBOE Displays is not responsible and which makes the delivery or service impossible or unreasonably difficult by the ZBOE Displays, in particular a legal strike or Lockout, war, import and export bans, lack of energy and raw materials, official measures, non-timely self-supply for which ZBOE Displays is not responsible. If the hindrance lasts longer than two months, the customer is entitled to terminate the contract after setting a reasonable grace period if he proves that the performance of the contract, which is still outstanding in whole or in part, is not of interest to him due to the delay. se has more. Termination of the contract for any other reason remains unaffected by this.

4.5 If the customer sets ZBOE Displays in writing a reasonable period of time for performance if this has already been delayed and at the same time declares that he will refuse the service after the expiry of the period, he shall be entitled to detach himself from the contract after the fruitless expiry of this grace period. The minimum time frame must be at least four weeks.

4.6 Claims for damages against ZBOE Displays as a result of delay are governed by clause 8.

4.7 The compliance with the delivery and performance obligation by ZBOE Displays presupposes the timely and proper fulfilment of all contractual obligations by the customer.

4.8 If the customer is in default of acceptance or violates other obligations to cooperate, ZBOE Displays is entitled to, in accordance with Section 280 ff. BGB. In this case, the risk of accidental loss or accidental deterioration of the subject matter of the contract shall also pass to the customer at the time when the customer is in default of acceptance.

5. Transfer of risk, transport insurance

5.1 Unless otherwise stated in the order confirmation, delivery ex works is agreed.

The risk passes to the customer when the object of the contract is handed over to the person carrying out the transport. This also applies to transport by ZBOE Displays.

5.2 In the event of dispatch, ZBOE Displays will take out transport insurance at the customer's request at the customer's expense. Transport damage must be notified in writing to ZBOE Displays and the delivery forwarder immediately, but at the latest within 5 days.

6. Intellectual property rights of third parties

6.1 The customer will inform ZBOE Displays immediately if third parties claim infringement of patents or other intellectual property rights.

6.2 If and to the extent that there is a contractual obligation to do so, ZBOE Displays shall infringe the customer's claims from third parties, provided that the customer leaves ZBOE Displays to the full supply of legal defense.

7. Damages

7.1 The customer's subsequent warranty rights presuppose that the customer has duly complied with his investigative and reprimand duties, which are due in accordance with Section 377 of the German Commercial Law (HGB). During the inspection, the goods must be checked according to the specification agreed in writing with ZBOE Displays. If such a product is not available, the manufacturer's specification of the delivered product shall be deemed to be the benchmark. Obvious defects must be reported to ZBOE Displays in writing without delay, at the latest within eight calendar days after receipt of the goods.

7.2 Advertising statements or other public statements and statements by third parties do not constitute a lack of material. In this respect, the warranty of ZBOE Displays is excluded.

7.3 Goods that turn out to be defective at the time of the transfer of risk are delivered or repaired at the choice of ZBOE Displays (subsequent performance). ZBOE Displays may refuse the chosen type of supplementary performance or the entire subsequent performance if it is only possible at disproportionate costs. Subsequent performance is deemed to have failed if three attempts by ZBOE Displays for subsequent performance have failed or ZBOE Displays has refused to comply in accordance with clause 7.3, sentence 2.

7.4 Returns of defective goods to ZBOE Displays for the purpose of subsequent performance may only be made with the written consent of ZBOE Displays. The customer bears the transport costs incurred for this purpose. The risk of accidental loss and accidental deterioration of the returned goods only passes to ZBOE Displays when they are handed over to ZBOE Displays at their place of business. If ZBOE Displays delivers a defect-free item for the purpose of subsequent performance, the customer has delivered goods.

7.5 If ZBOE Displays is not ready or unable to rectify the defect/replacement delivery, in particular this is delayed beyond reasonable deadlines for reasons for which ZBOE Displays is responsible, or if the rectification of defects/replacement delivery in accordance with clause 7.3 or in any other way fails, the customer shall be entitled, at his discretion, within the scope of the statutory provisions, to withdraw or reduce or compensation to demand. The rectification of defects/replacement delivery shall not be deemed to have failed until three attempts have been unsuccessful.

7.6 The limitation period for claims for defects, including claims for damages, is 1 year from the commencement of the statutory limitation period. This does not apply in the case of intent and gross negligence. The other number 8.1 to 8.4 applies to the claim for damages.

7.7 In the event of any changes to the subject matter of the contract, which the customer makes himself without the prior consent of ZBOE Displays or has it made by third parties, the warranty expires, unless the customer proves that between the change made and the defect there is no causality.

8. Liability

8.1 ZBOE Displays is fully liable for intent and gross negligence. ZBOE Displays shall only be liable for simple negligence and limited to the damage that is typically foreseeable in the contract, provided that an obligation is violated, the observance of which is of particular importance for the achievement of the purpose of the contract and on whose compliance the customer can regularly trust.

8.2 In the case of simple negligence, the liability of ZBOE Displays is limited in amount to the damage typical of the contract, which can be foreseen at the time of conclusion of the contract.

8.3 In cases of initial impossibility, The ZBOE Displays is only liable if it was aware of the impediment to performance or if the ignorance is due to gross negligence.

8.4 Insofar as the liability of ZBOE Displays is excluded or limited, this also applies to the personal liability of its employees, employees, employees, representatives and vicarious agents.

8.5 With the exception of claims arising from tort, claims for damages by the customer for which liability is limited according to this paragraph shall become time-barred in one year from the statutory commencement of the limitation period.

9. Rights of ownership

9.1 ZBOE Displays retains ownership of the delivered goods until all claims that exist against the customer at the time of conclusion of the contract due to the business relations have been fulfilled. This also applies to future claims that ZBOE Displays acquires from the ongoing business relationship with the customer.

9.2 In the event of culpable contractual conduct on the part of the customer, in particular in the event of a delay in payment, ZBOE Displays is entitled to take back the subject matter of the contract. There is no withdrawal from the contract in the withdrawal of the subject matter of the contract, unless ZBOE Displays has expressly stated this in writing.

9.3 The customer is entitled to resell the subject matter of the contract in the ordinary course of business as long as he is not in default of payment; he already assigns to ZBOE Displays all claims in the amount of the final invoice amount of the claim of ZBOE Displays (including VAT) arising from the resale against its customers or third parties, regardless of whether the subject matter of the contract has been resold without or after processing. ZBOE Displays accepts this assignment. The customer remains authorized to collect this claim even after the assignment. The power of ZBOE Displays to collect the claim itself remains unaffected. ZBOE Displays undertakes not to collect the claim as long as the customer fulfils his payment obligations under the respective contractual relationship, does not default on payment and, in particular, no application for the opening of insolvency proceedings has been filed or payment has been discontinued. If this is the case, however, ZBOE Displays may require the customer to disclose the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents and to inform the debtors (third parties) of the assignment.

9.4 Processing or remodelling of the goods by the customer is always carried out for ZBOE Displays. If the goods are processed with other items that do not belong to ZBOE Displays, ZBOE Displays acquires co-ownership of the new item in proportion to the value of the goods to the other processed items at the time of processing. Moreover, the same applies to the goods resulting from processing as to the goods delivered subject to reservation Goods. If the goods are inseparably mixed with other items that do not belong to ZBOE Displays, ZBOE Displays acquires co-ownership of the new item in proportion to the value of the goods to the other mixed items 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 thing, it is deemed agreed that the customer transfers ZBOE Displays proportionately co-ownership. The customer shall retain the resulting sole ownership or co-ownership of ZBOE Displays.

9.5 In the event of seizures or other access by third parties to the goods sold, the customer will point out the property of ZBOE Displays and notify them immediately in order to give ZBOE Displays the opportunity to bring an action for intervention in accordance with Section 771 of the German Civil Code (ZPO). Insofar as the third party is not in a position to reimburse ZBOE Displays for the legal and extrajudicial costs incurred in enforcing its property rights, the customer shall be liable for this.

9.6 ZBOE Displays undertakes to release the collateral to which it is entitled at the customer's request to the extent that the realisable value of the collateral is the

more than 20%. ZBOE Displays is responsible for selecting the securities to be released.

10. Export

The customer undertakes to export the goods and technical information supplied by ZBOE Displays only in compliance with the relevant export regulations and to impose the same obligation on its customers.

11. Purchase on trial

11.1 If the delivery of sample or test equipment is agreed, the customer may withdraw from the contract within the agreed period by declaring the disapproval.

11.2 For the purchase on probation, the present General Terms and Conditions of Sale apply, in particular the risk shall pass to the customer in accordance with clause 5.1.

11.3 If the disapproval is declared within the agreed period, the following shall be given in accordance with Section 346 et seq. BGB.

11.4 The customer bears the costs of returning the object of the contract. All returns must be announced in writing to ZBOE Displays in advance. The risk of accidental loss and accidental deterioration of the returned goods only passes to ZBOE Displays upon handover to ZBOE Displays at their registered office.

12. Traceability

If the customer passes on the goods delivered by ZBOE Displays to third parties, he will ensure the traceability of the goods by means of appropriate measures. In particular, it will therefore ensure that in the event of a measure that becomes necessary for reasons of product liability law (e.g. product recall, product warning), the delivered goods are found and that their last purchaser can be reached immediately by such measures. If the customer does not pass on the goods delivered by ZBOE Displays to third parties, but uses/consumes them in his company, he will also ensure that in the event of a necessary measure in accordance with clause 13 sentence 2, goods can still be found in stock or in use.

13. Governing Law and Jurisdiction

13.1 The place of performance is the registered office of ZBOE Displays in Oberursel.

13.2 For all disputes arising from the business relationship, the Frankfurt am Main as the place of jurisdiction.

13.3 The law of the Federal Republic of Germany applies. The provisions of the UN Sales Law are excluded.