



## General Terms and Conditions for R&D-products and services

06/2023

Our General Terms and Conditions are based on the "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" ("Green Delivery Terms" - GL) for use in business transactions, issued by the Association of the Electrical and Digital Industry (ZVEI) e.V., Lyoner Straße 9, 60528 Frankfurt/Main, Germany, in the most recent version.

Furthermore, our "Additional Terms and Conditions for Development Services" apply to development services and our "Additional Terms and Conditions for Services/ Supplies of Software" apply to the provision of software.

In addition, the Terms and Conditions for Assembly and Repairs, issued by the Association of German mechanical and plant engineering (VDMA), Lyoner Straße 18, 60528 Frankfurt/ Main, in the most recent version, also apply for assembly and repair services and supplement or, in contradiction, change these general terms.

The listed conditions are substantiated and extended by the following delivery conditions.

1. Scope: These terms and conditions apply exclusively. Conflicting terms and conditions of customers are only valid if R&D expressly agrees to their validity in writing. R&D contradicts the form-based reference to the customer's own terms and conditions.

2. Offers: Our offers are non-binding. Agreements only become binding for us upon our written confirmation.

3. Property assurance: Unless otherwise agreed, the information in all offers and publications is only approximate. Certain product properties are not guaranteed. We reserve the right to make reasonable design changes due to technical developments.

4. Pricing: The prices are in EURO for deliveries ex works or warehouse and do not include the costs for freight and packaging, import and export fees, transport insurance, assembly and commissioning. Sales tax will be invoiced separately at the rate prescribed by law at the time of delivery.

4.1 Price validity: After price validity has expired, we reserve the right to adjust the agreed prices according to altered labour and material costs at the time of delivery. If the contractual products contain precious metals or other materials whose value is subject to sudden price jumps, there is no time limit for the price adjustment.

4.2 The customer does not acquire any right to tools by reimbursement of proportionate tool costs, it remains the property of R&D.

4.3 Partial delivery: Each partial delivery shall be deemed to be an independent transaction.

### 5. Terms of payment

#### 5.1 Due date:

- With a net order value of less than EUR 6.000,00: after receipt of the invoice
- With a net order value of more than EUR 6.000,00: 40 % of the total amount upon order placement, 60 % on delivery

R&D has the option to demand payment in advance or to change the terms of payment at any time.

5.2 The respective remuneration is due for payment after proper invoicing by R&D with a payment term of fourteen calendar days.

The customer is in default with the expiration of the preceding payment period. The purchase price is to be paid during the default at the respective statutory interest rate. We reserve the right to assert further claims for delay. Our claim to the commercial maturity interest (§ 353 HGB) remains unaffected by merchants.

We reserve the right to extend the delivery periods for all ordered contract objects, to discontinue production and current commissioning or to discontinue services by at least a period equivalent to the delay of payment due on order confirmation or on delivery.

5.3 If the customer delays the manufacture or deliver of the specified object, he shall immediately pay for all services rendered up to the contractually agreed delivery date.

6. Additional provisions: The delivered products are subject to German export control regulations. The export from the Federal Republic of Germany is only permitted in accordance to the regulations of the Federal Office for Export Control (BAFA). The customer is responsible for compliance with the relevant regulations, if applicable, up to the end user.

7. Place of jurisdiction: Mönchengladbach