

**Standard Business Terms  
of ROPEX Industrie-Elektronik GmbH, Adolf-Heim-Straße 4, 74321 Bietigheim-  
Bissingen, Germany**

**I.  
Scope of Application**

1. The following Standard Business Terms govern all present and future business relationships with ROPEX Industrie-Elektronik GmbH and exclusively form an integral part of the contracts concluded with ROPEX Industrie-Elektronik GmbH.
2. The standard business terms of the contracting partner are not incorporated in the contracts with ROPEX Industrie-Elektronik GmbH, not even implicitly.
3. Any agreements contrary to these Standard Business Terms must be individually negotiated and in written form (*Schriftform*). A waiver of the written-form requirement itself must also be in writing.
4. Where an ongoing business relationship already exists, these Standard Business Terms govern all contracts concluded in future with the respective contracting partner of ROPEX Industrie-Elektronik GmbH unless other terms are expressly incorporated at the time the contract is concluded.

**II.  
Offer and Conclusion of Contract**

1. ROPEX Industrie-Elektronik GmbH reserves all property rights and copyrights in the cost estimates, drawings and drafts/designs, and the underlying calculations prepared by it. These documents may neither be duplicated nor made accessible to third parties without the consent of ROPEX Industrie-Elektronik GmbH. If a contract is not concluded with ROPEX Industrie-Elektronik GmbH, any documents supplied by ROPEX Industrie-Elektronik GmbH must be promptly returned to it.
2. All prices stated are subject to confirmation and are not binding. The price communicated on the day of delivery, plus packing, shipping, and delivery costs, applies. Cost estimates made by ROPEX Industrie-Elektronik GmbH are also not binding.
3. Individually prepared offers are valid for 30 days.
4. The illustrations, drawings, and descriptions contained in the advertising brochures of ROPEX Industrie-Elektronik GmbH may contain branch-specific deviations through which the applications pursuant to the contractually agreed usage are not restricted. No claims may be derived from this by the contracting partner. In case of doubt, the contents of these advertising brochures and all descriptions and statements made by ROPEX Industrie-Elektronik GmbH in conjunction with this contract amount to neither the assumption of a guarantee nor the making of a representation. Only express and written statements made by ROPEX Industrie-Elektronik GmbH are relevant for the assumption of a guarantee.

5. The documents associated with an offer (illustrations, measurements, drawings, etc.) are only binding if this has been expressly confirmed in written form (*Schriftform*) by ROPEX Industrie-Elektronik GmbH. These do not constitute representations of any special qualities of the goods purchased. Such representations must be expressly declared to be such and must be in written form (*Schriftform*).
6. All quotations are not binding. A contract comes into existence when the order is confirmed in writing by ROPEX Industrie-Elektronik GmbH or when the goods are delivered.
7. ROPEX Industrie-Elektronik GmbH is entitled to modify technical designs and the model/execution, especially in response to ongoing technical advancements, as long as this does not create any unacceptable disadvantages for the contracting partner.
8. The costs for the production of drawings for special technical designs must be paid by the contracting partner if—for reasons not attributable to ROPEX Industrie-Elektronik GmbH—the offer does not lead to the conclusion of a contract.
9. In the case of fixed-price contracts, ROPEX Industrie-Elektronik GmbH has the right to refuse performance if the customer's ability to pay after the contract has been concluded deteriorates significantly and because of this the making of the payments owed is endangered.

### III.

#### **Delivery Times, Delay of Delivery, Impossibility, Shipment, Risk**

1. Deliveries are effected against the customer's invoice.
2. Delivery deadlines and delivery dates are only binding if they were fixed in writing as contractual deadlines.
3. ROPEX Industrie-Elektronik GmbH's liability for delays and/or impossibility of performance in cases of intentional acts or gross negligence on the part of ROPEX Industrie-Elektronik GmbH, its agents, or third parties engaged by it to perform its contractual obligations (*Erfüllungsgehilfen*) is governed by the statutory provisions. However, in cases of gross negligence, ROPEX Industrie-Elektronik GmbH's liability is limited to the foreseeable loss typical to the contract if none of the exceptions below exists. In all other cases, ROPEX Industrie-Elektronik GmbH's liability for delays and for impossibility of performance is limited in cases of damages-in-addition-to-performance (*Schadenersatz neben der Leistung*) to 5% and in cases of damages-in-lieu-of-performance (*Schadenersatz statt der Leistung*) to 10% of the value of the contractual work/service or delivery. All other claims of the customer are precluded, even in cases where ROPEX Industrie-Elektronik GmbH has been given a deadline to perform or to deliver. These limitations of liability do not apply in the case of a fatal injury, a bodily injury, or an injury to a person's health. In such cases, ROPEX Industrie-Elektronik GmbH's liability is governed by the statutory provisions.
4. If shipment is delayed at the request of a customer of ROPEX Industrie-Elektronik GmbH, the customer—commencing after one month following ROPEX Industrie-Elektronik GmbH's notification of the readiness for shipment—will be charged 0.5% of the invoice amount for each month of storage at the plant of ROPEX Industrie-Elektronik

GmbH. After setting a reasonable deadline for the contracting partner [to take delivery], ROPEX Industrie-Elektronik GmbH is entitled but not obligated once such deadline expires without achieving the desired result to make other dispositions of the goods and to deliver to the contracting partner within a reasonable and extended time limit. A time limit of at least 14 days is considered reasonable.

5. Delivery deadlines must be reasonably extended in cases of force majeure (e.g. strikes, lockouts, orders of public authorities, and similar things) or if other hindrances occur for which ROPEX Industrie-Elektronik GmbH is not responsible. If such impediments endure for more than three months, the contracting partner is entitled, after granting [ROPEX Industrie-Elektronik GmbH] a reasonable extension of time of at least two weeks to perform, to terminate the contract with respect to that part of it not yet performed. A termination before this is not allowed. ROPEX Industrie-Elektronik GmbH does not have the risk of procuring goods. It is entitled to terminate the contract if, despite having previously concluded the relevant purchasing contract, it itself has not received the goods. ROPEX Industrie-Elektronik GmbH must promptly inform the respective contracting partner if the goods will not be available in time, and in the case of a termination of the contract, must promptly reimburse the corresponding counterperformance provided by the customer.
6. Compliance with a delivery deadline presupposes that the contracting partner has fulfilled its contractual obligations. ROPEX Industrie-Elektronik GmbH is therefore entitled to a right of retention if the contracting partner fails to fulfill its contractual obligations.
7. ROPEX Industrie-Elektronik GmbH is entitled to make partial deliveries of individual contractual goods and to issue separate invoices for these.
8. If the shipping of the goods is agreed, then shipment is done at the customer's risk. The same applies to an accidental perishing of the goods.
9. For the transport, the goods will only be insured upon the request and for the invoice of the contracting partner.

#### **IV.**

#### **Terms of Payment and Prices**

1. ROPEX Industrie-Elektronik GmbH's prices are net prices, which means that the German value-added tax in effect on the day the invoice is issued must be added to the prices. Packaging, freight, and insurance costs are not included and are charged separately. An insurance policy will only be concluded at the express request of the customer and pursuant to a written agreement.
2. Payment is due in full at the time of delivery or at the time of acceptance of contractual conformity. Without ROPEX Industrie-Elektronik GmbH having to make a demand for payment, the customer is in delay of payment if and to the extent to which it fails to pay an invoice at the latest within 14 days from the time it is due. In the event of defects, the contracting partner has no right of retention unless the delivery is obviously defective or the customer clearly has a right to refuse to accept the work as being contractually conform. In such cases, the customer's right of retention is limited to the retention of an amount that is reasonable in relation to the existing defects or to the foreseeable costs

of subsequently curing the defect (especially of eliminating the defect). The customer is not entitled to assert claims or rights in relation to defects if the customer is in default of payments that are due or if the amount due is roughly proportionate to the value of the—defective—delivery or work.

3. If for its contractual performance ROPEX Industrie-Elektronik GmbH must work overtime, at night, or on Sundays or public holidays for reasons attributable to the contracting partner, then the surcharges determined by collective agreements or, in the absence of these, the surcharges/allowances locally applicable will be charged without the need for a separate agreement on this.
4. If the contracting partner is in delay of payment, ROPEX Industrie-Elektronik GmbH is entitled to charge interest on arrears in the amount of nine percentage points above the base interest rate of the Deutsche Bundesbank in effect at any given time (Section 247 of the [German] Civil Code (BGB)). ROPEX Industrie-Elektronik GmbH is free to prove a higher amount of loss. If this is proven, then the contracting partner must also compensate the higher loss. The contracting partner is free to prove that ROPEX Industrie-Elektronik GmbH suffered no loss or that its loss was substantially lower. Interest on arrears must be paid independent of any other claims for damages of ROPEX Industrie-Elektronik GmbH. In cases where the contracting partner fails to pay even within a reasonable extension of time granted by ROPEX Industrie-Elektronik GmbH, ROPEX Industrie-Elektronik GmbH has the following rights:
  - a) The right to terminate the contract and to demand the return of any goods delivered or not yet accepted [as contractually conform] and the right to charge processing fees in the amount of ROPEX is able to proof;
  - b) The right to demand payment in advance or the provision of security for goods not yet accepted [as being contractually conform] or goods still to be delivered;
  - c) The right to terminate all (further) unimplemented contracts after an extended period of time has been granted and has expired without the desired result and to demand damages for non-performance; and/or
  - d) The right to engage a debt-collection agency or to retain a law firm, in which case the costs incurred for doing so must be paid by the contracting partner.
5. Payment-transaction costs, especially bank fees for foreign transfers to ROPEX Industrie-Elektronik GmbH, must be paid by the contracting partner.
6. ROPEX Industrie-Elektronik GmbH retains the right to refuse to accept bills of exchange and checks. An acceptance of them is always done in lieu of performance that does not automatically discharge the obligation (*erfüllungshalber*) and not in lieu of performance that does discharge the obligation (*erfüllungsstatt*).
7. It is the exclusive right of ROPEX Industrie-Elektronik GmbH to determine the terms of payment for older debts of the respective contracting partner. Any conflicting terms of the contracting partner are invalid and have no effect.

## **V.**

### **Duty to Inspect and to Report Defects**

1. Businesspersons must inspect delivered goods and must promptly report any defects of the delivered goods in accordance with Section 377 of the [German] Commercial Code (HGB). A defect report is always deemed late if it is given later than 14 days following delivery of the goods. Hidden defects, i.e. defects that cannot be identified pursuant to the kind of inspection of incoming goods customary in the trade, must be reported promptly after discovery of them.
2. The defects must be described in detail in the defect report. If they are not, then the warranty claims are forfeited. This does not apply if there has been an intent to deceive by ROPEX Industrie-Elektronik GmbH.
3. The defect report must be made in writing.
4. The burden of proof for proving a cause of action is on the contracting partner.
5. Any transport damage suffered by the goods must be reported promptly in writing and must include the freight forwarder or the delivery company used.

## **VI.**

### **Warranty**

1. In the absence of an agreement to the contrary in the following, warranties are governed by the statutory provisions of the law of contracts for producing a specific work or the law of sales in the German Civil Code (BGB) and the German Commercial Code (HGB).
2. Warranty claims are precluded if the goods deviate from the agreed quality in a minor way only or if the use of the goods is impaired in a minor way only.
3. In so far as the contractual goods exhibit defects beyond those described in Section VI (2), ROPEX Industrie-Elektronik GmbH's duty to cure the defect in no way obligates it to replace the goods or produce them again. ROPEX Industrie-Elektronik GmbH is entitled to choose how it wishes to cure the defect. After two unsuccessful attempts to subsequently remedy the same defect, the contracting partner is entitled to choose whether to appropriately reduce the purchase price or to terminate the contract, in which case the termination is only allowed if ROPEX Industrie-Elektronik GmbH is responsible for the breach of duty. In all other respects, the statutory requirements apply.
4. In the case of a breach of duty, the contracting partner must declare within a reasonable period of time set by ROPEX Industrie-Elektronik GmbH whether it is terminating the contract on account of this breach or insisting on performance. Unaffected by this is the contracting partner's right to claim damages in accordance with statutory provisions and these Standard Business Terms.
5. If the contracting partner chooses damages in an individual case, the goods remain with the contracting partner if this can reasonably be expected of it. Damages are restricted to the difference between the price and the value of the defective goods. This does not apply if there has been an intent to deceive by ROPEX Industrie-Elektronik GmbH.

6. Only the individual descriptions of the goods in an offer made by ROPEX Industrie-Elektronik GmbH are deemed as the agreed qualities of the goods if they are described as such. In particular, public statements, sales pitches, or advertisements made by ROPEX Industrie-Elektronik GmbH do not constitute contractual representations of the qualities of the goods. This especially applies to product catalogues and advertising brochures that are handed out.
7. Excluded from the warranty are defects in the goods or damage to them caused by natural wear and tear or by the fact that the contracting partner failed to report the defect promptly after its discovery. The warranty is also excluded if the contracting partner failed to promptly provide an opportunity to subsequently remedy the defect or if the contracting partner treated or merely used the contractual goods in an improper manner. The warranty is also excluded if the contracting partner has improperly put into operation, serviced, or performed maintenance on the contractual goods or if the contracting partner has incorporated in the goods parts the usage of which ROPEX Industrie-Elektronik GmbH has not approved. The warranty is also excluded if the contracting partner has modified the goods in a manner that has not been approved of by ROPEX Industrie-Elektronik GmbH or if the contracting partner has failed to follow the rules or instructions provided by ROPEX Industrie-Elektronik GmbH for the servicing and maintenance of the goods.
8. ROPEX Industrie-Elektronik GmbH has the right to refuse performance as regards the eliminating of a defect if the contracting partner has failed to fulfill its contractual obligations.

## **VII.**

### **Limitation of Actions and Limitation of Liability**

1. The limitation period for claims and rights based on defects in the delivery or the work/services is one year regardless of the legal basis for such claim or right. This does not apply, however, to cases of legal deficiencies in title of immovable property or to cases of defects in building structures, in things used for building structures, or in works the purpose of which is the provision of planning or surveillance services for these. The limitation period in these cases is three years.
2. The limitation periods set out in Section VII (1) also apply to all claims for damages against ROPEX Industrie-Elektronik GmbH that are associated with a defect regardless of the legal basis for the claim. The limitation period for claims for damages of any kind against ROPEX Industrie-Elektronik GmbH that are not associated with a defect is one year.
3. The limitation periods set out in Section VII (1) and (2) apply under the following conditions:
  - a) In the case of intentional acts on the part of ROPEX Industrie-Elektronik GmbH, the statutory provisions apply.
  - b) The limitation periods do not apply if ROPEX Industrie-Elektronik GmbH has concealed the defect with an intent to deceive or if it has assumed a guarantee for the qualities of the delivered goods or work/services. These cases are governed by those statutory provisions that would apply in the absence of the intent to

deceive. The extending of the limitation period in cases where there is an intent to deceive is precluded.

- c) The limitation periods also do not apply in cases where damages are claimed for a fatal injury, a bodily injury, or an injury to a person's health or liberty, where claims are based on the [German] Product Liability Act (ProdHaftG), where there has been a grossly negligent breach of an obligation, or where there has been a breach of an obligation defined as essential to the contract (*Kardinalspflicht*). In such cases, the statutory provisions apply.
  - d) For all claims, the limitation period begins to run with the delivery of the goods or with the acceptance of the work/services [as being contractually conform].
4. In the absence of an express agreement to the contrary, the statutory provisions on when a limitation period begins to run, on the suspension of the expiry of a limitation period (*Ablaufhemmung*), on the suspension of a limitation period for a specific period (*Hemmung*), and on when limitation periods begin to run anew remain in effect.
  5. In cases of gross negligence and intentional acts on the part of ROPEX Industrie-Elektronik GmbH, its agents, or third parties engaged by it to perform its contractual obligations (*Erfüllungsgehilfen*), these parties are liable in accordance with the statutory provisions. In all other respects, ROPEX Industrie-Elektronik GmbH is only liable under the German Product Liability Act (ProdHaftG) for loss ensuing from a fatal injury, a bodily injury, or an injury to a person's health or for the negligent/intentional breach of defined obligations essential to the contract (*Kardinalpflichten*). However, damages for the breach of defined fundamental contractual obligations (*Kardinalpflichten*) are limited to the foreseeable loss typical to the contract. In cases of gross negligence as well, ROPEX Industrie-Elektronik GmbH's liability is limited to the foreseeable loss typical to the contract if none of the exceptions above exist.
  6. Liability for loss caused by the delivered goods to the legally protected interests of the customer, e.g. damage to other property or loss of production, is completely excluded. This does not apply in cases of intentional acts, gross negligence, or fatal injuries, bodily injuries, or injuries to a person's health.
  7. The provisions of the foregoing subsections also apply to damages-in-addition-to-performance (*Schadensersatz neben der Leistung*) and damages-in-lieu-of-performance (*Schadensersatz statt der Leistung*) regardless of the legal bases for these, but especially when they are based on defects, on breaches of legal obligations, or on tortious acts. This also applies to claims for reimbursement of unavailing expenditures made. Liability for delay and for impossibility of performance is determined in accordance with Section III (3). This does not apply in cases of intentional acts, gross negligence, or fatal injuries, bodily injuries, or injuries to a person's health.
  8. Liability pursuant to the German Product Liability Act (ProdHaftG) is unaffected by the foregoing provisions.

## **VIII. Passing of Risk**

The risk of the accidental perishing or of the deterioration of the goods passes to the contracting partner with the transfer of possession or the delivery of the goods to the forwarding agent, the carrier, or any other persons or institutions designated as the shipping party. Transfer of possession is deemed to have occurred once the contracting partner is in delay of acceptance [of delivery].

## **IX. Retention of Ownership and Transfer of Ownership**

1. Until the total payment of all debt claims against the customer pursuant to each contractual relationship and in existence at the point in time the contract is concluded, the ownership of the goods delivered remains with ROPEX Industrie-Elektronik GmbH.
2. Where the contracting partner is in breach of an obligation, especially when it is in delay of payment, ROPEX Industrie-Elektronik GmbH is entitled to terminate the contract and demand the return of the delivered goods after it has granted the contracting partner a reasonable extension of time to perform and this period of time has expired without the desired result. This does not affect the statutory cases in which the setting of a deadline can be dispensed with.
3. In cases where the contracting partner further processes or makes adaptations to the goods delivered by ROPEX Industrie-Elektronik GmbH or where such goods are combined or commingled with other things, the contracting partner hereby transfers to ROPEX Industrie-Elektronik GmbH the ownership and co-ownership rights in the altered goods. ROPEX Industrie-Elektronik GmbH accepts this transfer.
4. Goods that are delivered subject to a right of retention may be resold by the customer in the due course of business subject to a retention of ownership. The customer hereby assigns to ROPEX Industrie-Elektronik GmbH all future debt claims arising from the resale of delivered goods subject to a retention of ownership in the amount of the respective invoice value until payment in full of all debt claims of ROPEX Industrie-Elektronik GmbH. ROPEX Industrie-Elektronik GmbH accepts this assignment.
5. If the goods in the customer's possession are seized, confiscated, or otherwise attached by a third party, the contracting partner must promptly inform the third party of ROPEX Industrie-Elektronik GmbH's retention of ownership. The contracting partner must also promptly inform ROPEX Industrie-Elektronik GmbH of such actions.
6. Where the customer is in breach of an obligation, especially when it is in delay of payment, ROPEX Industrie-Elektronik GmbH is entitled to demand the return of the delivered goods. The customer is obligated to surrender possession in such cases. The demanding of the return of the delivered goods does not constitute a terminating of the contract by ROPEX Industrie-Elektronik GmbH unless this is expressly stated.



## **X.**

### **Contracting Partner's Cooperation Duties**

1. The cooperation duties agreed to by the contracting partner expressly or implicitly in this contract must be performed for no special remuneration unless a contrary agreement is made in written form (*Schriftform*).
2. The contracting partner is liable in full for the accuracy and completeness of any specifications made by it within the framework of the contractual relationship. This especially includes specification sheets, sketches, drawings, and descriptions. In so far as material is provided in whole or in part to ROPEX Industrie-Elektronik GmbH by the contracting partner, the contracting partner is responsible for such material being free of defects and suitable for the measures to be implemented. In the case of immediately identifiable flaws, ROPEX Industrie-Elektronik GmbH must report its concerns and specify such flaws.
3. During ongoing business relations, the contracting partner is obligated to inform ROPEX Industrie-Elektronik GmbH unsolicitedly and in writing of each modification of its products in so far as it impacts the contractual relationship.

## **XI.**

### **Confidentiality**

1. The contracting partner undertakes as towards ROPEX Industrie-Elektronik GmbH to keep confidential from third parties all business secrets that were not already common knowledge at the time knowledge of them was obtained—which is something the contracting partner must prove—, especially information, drawings, templates, models, tools, documents, software, calculations, and other data carriers, and to refrain from disclosing these to third parties unless it is necessary for performing the contractual work/services.
2. The contracting partner must also place the persons it engages or other contracting partners under a duty of confidentiality.
3. The contracting partner may only advertise its business relationship with ROPEX Industrie-Elektronik GmbH with the latter's prior consent.
4. Contractual objects that are produced by the contracting partner on the basis of specifications, drawings, or models of ROPEX Industrie-Elektronik GmbH may neither be offered for sale nor sent as samples nor delivered to third parties unless ROPEX Industrie-Elektronik GmbH has granted its prior consent to this in written form (*Schriftform*).

## **XII.**

### **Premature Termination**

1. The premature termination of the contractual relationship for reasons attributable to the contracting partner entitles ROPEX Industrie-Elektronik GmbH to claim damages in the fixed amount of 5% of the gross value of the particular contract.

2. Notwithstanding the provisions of Section XII (1), ROPEX Industrie-Elektronik GmbH is free in an individual case to prove and assert a higher amount of loss.
3. The contracting partner is free to prove to ROPEX Industrie-Elektronik GmbH that a lower amount of loss or that no loss was suffered.

### **XIII.**

#### **Setoff and Right of Retention**

1. The contracting partner may only offset those counterclaims against ROPEX Industrie-Elektronik GmbH that are judicially determined as final and absolute or that are undisputed by ROPEX Industrie-Elektronik GmbH. There is no right of setoff in any other cases.
2. The contracting partner may only exercise rights of retention against ROPEX Industrie-Elektronik GmbH if the counterclaim stems from the same contractual relationship.

### **XIV.**

#### **Prohibition of Assignment**

The contracting partner is not entitled to assign to third parties debt claims arising from the business relationship with ROPEX Industrie-Elektronik GmbH or contractual obligations arising from such relationship without the written consent of ROPEX Industrie-Elektronik GmbH.

### **XV.**

#### **Concluding Provisions**

1. To the extent permitted by law, the place of performance for all payments is the registered office of ROPEX Industrie-Elektronik GmbH in Bietigheim-Bissingen, Germany.
2. The law of the Federal Republic of Germany applies exclusively. The provisions of the CISG do not apply.
3. The Data Protection Statement of ROPEX Industrie-Elektronik GmbH is available at [www.ropex.de](http://www.ropex.de). The customer's data is being stored in compliance with the provisions of the German Federal Data Protection Act (BDSG). Further information on this is found in the Data Protection Statement of ROPEX Industrie-Elektronik GmbH.
4. To the extent permitted by law, for legal entities and for those regarded as *Vollkaufleute* under German law, the place for determining judicial jurisdiction for all disputes arising from the contractual relationship between the contracting partner and ROPEX Industrie-Elektronik GmbH is agreed to be the registered office of ROPEX Industrie-Elektronik GmbH in Bietigheim-Bissingen, Germany.
5. If any individual provisions of this contract are or become invalid or if an unintentional gap is discovered in this contract, the remainder of the contract is unaffected by this and

retains its validity and effectiveness. The invalid provision or the gap must be replaced by a provision that comes as close as possible to the commercial intentions of the parties.

6. The German version of this Standard Business terms applies exclusively. The English Version is only a legally not-binding translation.

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