

General Conditions of Sale
MRS Electronic GmbH & Co. KG
Version 1.1.2017



The following conditions apply to all sales and shipments, unless agreed otherwise in writing. The customer's terms of business shall apply only if agreed by us in writing.

1. Our **offers** are made without obligation. Contracts shall not materialize until we confirm the order. Technical data illustrations, drawings, weights and measures shall not be binding unless written confirmation exists. We reserve the right to implement changes in design. Data contained in literature and instruction manuals should not be regarded as warranted qualifications. The customer alone is responsible for testing the usability of our article. Documents attached to the offer, such as illustrations, drawings, technical specifications and other documents are subject to the property right and copyright of the Supplier; the customer is not entitled to provide third parties access to the aforesaid documents
 2. The **shipment period** commences upon receipt of documentation to be provided by the customer, in addition to the agreed deposit. The shipment period shall be deemed to be observed if the consignment has left the factory by the expiry date of the shipment period or readiness for shipment has been notified.
 3. We are entitled to make **partial shipments**. Each partial shipment can be invoiced separately.
 4. **Force majeure**, stoppages, strikes or other impediments suffered by us or our suppliers that are beyond our control shall release us from the obligation to ship for the duration of the interruption and effects arising from this.
 5. We shall at our discretion select the surest and most cost-effective means of **shipment**. Shipments shall be made ex works.
 6. **Risk** shall pass over to the customer from the time at which we surrender the article to the carrier, or have put it at the customer's disposal. Should shipment be delayed as a result of circumstances that the customer has to counteract, then the risk shall be passed on to the customer with notification of readiness for shipment. In this case we will store the article at the customer's expense; when the article is stored at the factory we shall charge a minimum of 0.5 % of the invoice total for the stored consignment.
 7. **Prices** are exclusively for packing, freight, etc. plus the current rate of VAT. Should we generally raise or lower our prices between conclusion of the contract and shipment, then the price on the day of shipment shall apply.
 8. **Payment** shall be deemed to have been made in so far as we are able to draw the money at a bank without restriction. We will accept cheques and bills of exchange only on account of payment, bank charges shall be solely at the customer's expense. We will charge 4 % interest after the due date for late payments above the Federal Bank discount rate (Bundesbankdiskontsatz) without issuing reminders. If well-founded doubts arise as to the customer's ability to pay, or if bankruptcy or insolvency proceedings are applied for concerning his assets, then at our discretion we will be entitled to set a date for our debts payable, or to demand prepayment or bail. The customer may compensate our debts payable only through indisputable or legally determined counterclaims. He is not entitled to withhold or reduce outstanding payments if the article is queried.
 9. We reserve the right to **ownership** of the goods shipped until the customer has settled all outstanding accounts with us concerning the business association, and has honoured the accepted bills of exchange. Processing and finishing the article will be undertaken for us as producers without obligation on our part. In case of processing and contact with other goods we shall become co-owners of the new article, with the invoice value of the reserved article proportional to that of the other materials. The customer may dispose of the reserved article only during the course of ordinary business, and may not pawn it nor assign it as security; he is to notify us immediately of any intervention by third parties. At our request he is to insure the reserved article at his own expense against loss and damage; in doing so he shall make over to us his claims from the insurance policies in advance. As security the customer shall make over to us in advance his debts receivable from the resale of the reserved article in proportion to our share of the ownership of the goods sold. The customer is entitled to recover debts receivable provided that he meets his payment obligations to us. If settlement of our claims appears to be in jeopardy, then at our request the customer shall enable us to take back the reserved article, notify his purchasers of the assignment of accounts receivable and give us all necessary information and documentation. We are entitled to disclose the transfer to his customers. Taking back the reserved article does not imply withdrawal from the contract. If the value of the securities exceeds our debts by more than 20 %, then at our discretion we shall discharge the securities at the customer's request. However, we will in any case retain ownership of and copyright to our drawings and other documentation. They may not be made accessible to third parties.
 10. We should be informed of defects noted in the goods supplied latest within 8 days after receipt of the goods; concealed defects should be indicated in writing immediately after discovery. If this period is exceeded, then all claims arising from defects shall expire. By analogy, this also applies to the goods being subjected to improper handling or processing. The period of limitation for defect claims shall be 12 months, calculated from the time of risk transfer. Where complaints are justified, we will at our discretion improve the article or provide a replacement. If this is not achieved in adequate time, or if the replacement itself is defective, or if the improved article goes wrong, then the customer can return it or demand a price reduction.
 11. **Claims** of any description for **damage** made against us shall arise only if warranted qualifications are missing, essential contractual obligations are not met, or we or our vicarious agents are responsible for damage due to wilful damage or damage due to gross negligence. Our liability will be limited to foreseeable damage arising from the shortcoming. Incidentally, other claims for compensation are excluded. Claims arising under product liability legislation remain unaffected by this provision. If the customer withdraws from the contract without reason or fails to fulfil his side of the contract, then we will be able to demand 25 % of the contractual sum as compensation. We reserve the right to claim verifiable higher costs for damages.
 12. We will take **back transport packaging** at the customer's expense in so far as the customer desires the packaging to be taken back.
 13. In case of **export** the customer shall be obliged to adhere to the export control requirements respectively applicable to each delivery item. In case of export requirements being infringed the supplier shall be entitled to withdraw from contract. In case delivery contains an export subject to the authorities' approval the contract shall be deemed concluded not before the receipt of such approval. The customer shall be obliged to provide and submit all documents required for an approval. The customer agrees to furnish proof of usage and/or end usage upon request – even if not required officially. In case of export / delivery the supplied goods are exempted from German VAT not until the receipt of a valid export certificate.
 14. **Severability Clause**
Should any of the provisions of this contract be or become invalid or void the validity of the remaining provisions shall remain unaffected thereof. In such case the invalid or void provision shall be interpreted or substituted by such provision which comes closest to the intended economic objective of the invalid or void provision. This shall not apply if adherence to the contract constitutes an unacceptable rigor to either contract party
 15. The shipment **location** is our supply depot, payments location is Rottweil, Germany.
- Place of jurisdiction** is Rottweil, Germany. German law is applied, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).