

of ELEKTRA Tailfingen Schaltgeräte GmbH & Co. KG

Brunnenstraße 48 | D-72461 Albstadt (Last revised November 2021)

Please be advised that the General Terms of Supply for Products and Services of the German electrical industry trade association, the ZVEI, are supplemented by the following general terms and conditions:

1. General clauses

- 1.1 The placement of an order is deemed to be acceptance of these delivery terms.
- 1.2 All telephone agreements require written confirmation.
- 1.3 The supplier reserves the right to bill for the agreed service electronically by e-mail or by post.

2. Payment terms

- 2.1 All deliveries with a net goods value of €750 or above are made free of charge to the delivery address (in Germany), inclusive of packaging. For all deliveries with a value below this level we apply a flat carriage and packaging charge of €9 plus VAT. Deliveries on Euro pallets are made subject to return replacement. If the pallet is not replaced, a flat charge of €10 is levied.
- 2.2 No discount can be granted on small orders with a gross goods value of less than €200. A small order surcharge may if necessary be levied on small orders worth under €150 for which products have to be specially made (list products excluded). For all very small orders of under €50 a processing fee of €25 is charged.
- 2.3 Payments are to be rendered in cleared funds to the supplier's accounts office.
- 2.4 Unless specially agreed otherwise, all deliveries are ex-works Albstadt.
- 2.5 Payment terms are 14 days net. Deliveries to purchasers whose creditworthiness is not adequately known are made against pre-payment only.
- 2.6 If the agreed deadline for payment is missed, the overdue payment procedures come into effect with no need for any separate payment reminder to be sent. Without prejudice to the enforcement of other rights, annual late payment interest shall be charged at the level of 8% above the prevailing base rate as specified at Article 247 of the German Civil Code (BGB). If the purchaser is a consumer as defined by Article 13 of the BGB, the interest rate shall be 5% above the prevailing base rate as specified at Article 247. All rights to further compensation are reserved.

- 2.7 If the purchaser fails to make a due payment on time or its financial situation becomes significantly worse, the supplier may set aside the payment terms and demand prepayment for all outstanding orders before the goods are dispatched.
- 2.8 All deliveries are handled on account and at the risk of the customer. In the absence of specific instructions, deliveries are always made in the way we think best. We do not warrant that this will be the cheapest. Any insurance cover that is charged to the purchaser is arranged only on specific instruction.
- 2.9 Packaging is charged for as cheaply as possible and not taken back.
- 2.10 A degree of leeway in the number of units is deemed to be agreed for deliveries of appliances that need to be specially made, i.e. deliveries of more or fewer units must be accepted. The return of such appliances requires as a general principle the supplier's consent. The level of any credit note shall be decided based on the circumstances.
- 2.11 The client may offset only with claims that are undisputed or that have been legally deemed valid.
- 2.10 The price used for calculating the sales tax is the list price valid on the day of delivery.

3. Delivery times

- 3.1 Delivery times are given based on best estimates, but are not binding.