

§1 VALIDITY AND SCOPE

1.1 These Terms and Conditions are an integral part of every offer or contract for the purchase or sale of goods. With the placement of an order, the customer expressly accepts the validity of these Terms and Conditions as an integral part of the contract. Deviations shall only be valid if they are expressly confirmed by AB Sunshine Electronics GmbH (in the following: AB Sunshine) in writing. Verbal agreements and agreements made on the phone shall only be binding if confirmed in writing.

1.2 These General Terms and Conditions shall apply even if they are in contradiction to the contractual partner's terms and conditions.

§ 2 CONTRACT/CANCELLATION

2.1 Our offers are not binding on us unless they are expressly designated as binding in writing. AB Sunshine reserves the right to fulfil orders received.

2.2 The contract shall be deemed concluded when AB Sunshine confirms the order in writing or fulfils the order. Customer shall immediately examine acceptances of orders with respect to correctness of their contents. Any deviations from the order shall be notified in writing within 2 (two) days; otherwise the delivery and the services described in the acceptance of order shall be considered approved by the party conclusively. In the event of a change in the customer's economic situation or default of payment, AB Sunshine shall be entitled to rescind the contract.

2.3 If AB Sunshine receives a written cancellation of an order from Customer before delivery of the goods, AB Sunshine shall be entitled to demand a cancellation fee of 30 % of the list price or the higher loss actually incurred plus lost profit without being obliged to prove the concrete loss. The cancelled transaction shall not be performed.

2.4 After delivery of the goods an order may only be cancelled with AB Sunshine's approval. Also in that case Customer shall pay at least 30 % of the list price as cancellation fee.

2.5 In the event of purchase of goods by AB Sunshine Customer shall be responsible for damage including lost profits in accordance with § 242 German Civil Code caused by cancellation.

§ 3 GOODS

3.1 AB Sunshine shall deliver the goods in accordance with our written order confirmation. The content of our offers shall only be binding with regard to the quantity and quality of the goods, if express reference is made to the specifications in the offers.

3.2 Fluctuations in quality and deviations in material, manufacturing and colour are unavoidable and shall not be deemed as defects unless expressly agreed otherwise (e.g.: reference samples and specimens).

3.3 AB Sunshine reserves the right to deliver in excess or shortfalls by up to 10%.

3.4 AB Sunshine shall only guarantee suitability of the delivered goods for a specific purpose or process, if such a guarantee has been issued expressly and in writing. This applies in particular with regard to the authorisation of certain packaging for certain uses, the availability of design certificates and the suitability of our products as a container for hazardous substances.

§ 4 PRICES/PAYMENT

4.1 The prices specified in the order confirmation shall apply.

4.2 AB Sunshine may at her own discretion demand a down payment and/or guarantees for payment of the purchase price without stating any reasons. If down payments are not made and/or guarantees are not provided, AB Sunshine shall be entitled to rescind the contract and to demand indemnification of any damages incurred to us as a result of the rescission.

4.3 Our invoices are payable within 30 days of the invoice date net, without any deductions and expenses. In the event of a change in the customer's economic situation, AB Sunshine shall be entitled to demand immediate payment of our receivables.

4.4 In case of a delay in payment AB Sunshine shall be entitled to demand default interest of 12% p.a. In case of default, in addition, all costs of dunning and collection and all legal costs shall be reimbursed, including those incurred in connection with collection measures out of court.

4.5 Incoming payments shall be used first to cover the dunning and collection costs, then the interest, and then the oldest account receivable.

4.6 The offsetting of counter-claims is excluded.

4.7 Customer-specific tools shall, unless expressly agreed otherwise, be provided by the customer and shall in no case be included in the price of the goods.

§ 5 DELIVERY/ACCEPTANCE

5.1 AB Sunshine delivers the goods ex works, unless delivery to the consignee is agreed. In every case the goods are transported at the customer's risk. Any customs and export or import duties shall be paid by the customer.

5.2 The place of fulfilment is 53842 Troisdorf, Germany.

5.3 The delivery dates specified in the order confirmation or expressly agreed otherwise shall apply. AB Sunshine is entitled to make delivery in instalments in compliance with the agreed delivery dates.

5.4 If the delivery is delayed for reasons beyond our control, the delivery deadline shall be extended accordingly. The customer shall not be entitled to rescind the contract or to any other claims.

5.5 The customer is under obligation to provide all the tools, specimens, templates and parts, etc. required for fulfilment of the contract to us within due time. The provided tools must be provided in a form that is functional and ready for use in serial production in order to avoid any delays in the agreed commencement of production. If any costs or damages, especially production losses, are incurred to us due to non-compliance by the customer, AB Sunshine shall be entitled to demand compensation.

5.6 Pallets and transport packaging shall be replaced or invoiced separately at cost price.

§ 6 GUARANTEE/PRODUCT LIABILITY

6.1 Notices of defects must be delivered in detail and in writing within eight days of delivery under pain of exclusion. This also applies to every single delivery in the case of deliveries in instalments. If defects are not detectable despite a due inspection on delivery, notice thereof must be delivered forthwith upon their detection, but not later than within 90 days.

6.2 In guarantee cases AB Sunshine shall be entitled to remedy of the defect, replacement or exchange within a reasonable period at our discretion. However, AB Sunshine shall also be entitled to reimburse the purchase price. Any claims beyond this on the part of the customer are excluded.

6.3 AB Sunshine does not accept liability for property damage caused by defects in our products.

§ 7 PATENT RIGHTS

7.1 The customer expressly declares that he is the owner of all copyrights and patent rights to the tools, specimens, templates, drawings, etc. provided to us. In the event of thirdparty claims against us for the infringement of patent rights, the customer shall hold us harmless and indemnify us.

7.2 Even after payment of all invoices AB Sunshine shall retain all the rights to the drafts, drawings, plans and other aids prepared by us. Any use, copying, reproduction or disclosure shall be subject to our express consent.

§ 8 CONDITIONAL SALE

All goods shall remain our property until full payment of all our accounts receivable from the customer, including ancillary charges and costs.

Any pledging of goods sold conditionally requires our express and written consent. In the case of resale of the goods, the purchaser must be informed expressly about the conditional sale.

§ 9 FINAL PROVISIONS

9.1 Any legal disputes where AB Sunshine acts as Seller, Purchaser or broker of goods shall be referred exclusively to the materially competent court in Bonn, Germany.

9.2 The contractual relationship is subject exclusively to German law. Application of the UN treaty on contracts for the international sale of goods is expressly excluded.

9.3 Should one or more provisions of these Terms and Conditions be or become invalid, the remaining provisions shall not be prejudice.