

## of ELEKTRA Tailfingen Schaltgeräte GmbH & Co. KG

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

### General Terms and Conditions for Deliveries Abroad (supplement)

General conditions: The following General Terms and Conditions for Deliveries Abroad and the General Delivery Terms for Products and Services of the Electrical Industry form the basis of all the vendor's quotations, services and contracts for delivery and supply.

#### 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 Deliveries are ex-works, exclusive of packaging. Carriage costs are calculated individually based on the destination country and the size and weight of the consignment.
- 2.2 Packaging costs: Parcels €6; pallets €10; special packaging subject to a surcharge.
- 2.3 No discount can be granted on small orders with a gross goods value of less than €300. A processing fee of €25 is charged on small orders worth under €250 for which products have to be specially made (list products excluded).
- 2.4 Unless otherwise agreed, all deliveries are made ex-works Albstadt and as a fundamental principle in accordance with the then prevailing version of INCOTERMS. All costs for any separate insurance covers requested by the purchaser are borne by the same.
- 2.5 In the absence of any special agreement, all deliveries are subject to prepayment. Regardless of whether or not the goods have been received by the purchaser/recipient, payment is to be made, unless otherwise agreed, with no deductions not later than 30 days from date of invoice or within 10 days of said date with a discount of 2%. Such discount deductions apply exclusively to the net value of the goods. All repairs, processing fees, and costs for packaging and freight are excluded from this.
- 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. A flat-rate reminder charge will be levied for every payment reminder. In the event of any payment becoming overdue, all of the vendor's invoices shall become payable. All judicial and extrajudicial costs of prosecution shall be charged to the purchaser.

- 2.7 Cheques must bear the wording ‚nur zur Verrechnung‘ (a/c payee only) and be drawn on a German bank. Bank transfers are to be made to our account with Volksbank Albstadt eG  
BIC: GENODES1EBI  
IBAN: DE23 6539 0120 0030 0300 30  
All payments are to be made free of any costs exclusively to the vendor.
- 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 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.
- 2.10 The client may offset only with claims that are undisputed or that have been legally deemed valid.

#### 3. Delivery times

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