

Subject	Project	Doc. No.	Rev.	Page	Data
General Terms & Conditions of Business	92000	92104	A20	1 of 3	2021-01-01

## **General Terms & Conditions of Business** (issue A21 issued January 2021)

### **Clause 1 – General topics**

- 1 These General Terms & Conditions of Business apply to the supply of any goods and the provision of any services by JHL Communication Technology GmbH (hereinafter referred to as JHLCT) to companies and entities to be treated alike and wishing to acquire them (hereinafter referred to as the "CUSTOMER"), whenever the Parties do not agree otherwise in a written document signed by both of them.
- 2 Anyone addressing an order for the supply of goods or the provision of services to JHLCT and mentioning the name or the corporate name of the CUSTOMER shall be deemed to have power and authority to bind the latter in respect of the same acquisition of goods or services.
- 3 No order shall be binding on JHLCT as long as it is not confirmed by the latter, in writing.
- 4 JHLCT shall perform the order with the skill and diligence which can be expected from companies carrying out the same type of industrial activity.

### **Clause 2 – Goods and Terms of the supply**

- 1 Unless there is a contract signed by the Parties, deliveries and services shall basically be provided in accordance with the order confirmation on the basis of any documents associated with the JHLCT's quotation (drawings, illustrations, etc). In case the order of the CUSTOMER was not made in writing, the contents of the confirmation of JHLCT, in writing, shall be considered as sufficient evidence of the agreement of the Parties in respect of the deliverables.
- 2 The provisions of the foregoing paragraph shall apply as well to the determination of other contractual terms of the supply, including the terms of payment, the place and time of delivery, the warranty and other liabilities of JHLCT and the settlement of disputes.

### **Clause 3 Erection, Installation and Commissioning**

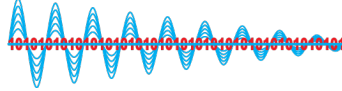
- 1 If the contract also includes services at CUSTOMERS site such as erection, installation, setting to work and commissioning, the below prerequisites shall apply in the absence of written agreement:
  - a) The CUSTOMER shall undertake at its expense and provide in good time before commencement of installation at the installation site:
    - i. All construction and other extraneous ancillary works, including the necessary skilled and unskilled labour, building materials and tools.
    - ii. The items and materials needed for erection, installation and commissioning, such as scaffolding, lifting gear and other devices, fuels and lubricants.
    - iii. Energy and water at the point of use including circuit points, heating and lighting.
    - iv. At the installation site: sufficiently large, suitable, dry and lockable rooms for storing the machine parts, equipment, materials, tools, etc., and suitable work and rest rooms for the installation personnel, including adequate sanitary provision; the CUSTOMER shall moreover take such measures as it would to protect its own property in order to protect the belongings of JHLCT and of the installation personnel on the construction site.
    - v. Protective clothing and safety equipment required as a result of special circumstances on the installation site.
  - b) Before commencement of installation work, the CUSTOMER shall without special request provide the necessary information on the location of concealed electrical, gas and water conduits or similar utilities, and the necessary static analysis data.
  - c) The CUSTOMER shall ensure that access routes and the erection and installation location are freely accessible.
  - d) If erection, installation or commissioning is delayed due to circumstances for which JHLCT is not responsible, the CUSTOMER shall bear all costs thereby incurred by JHLCT, such as waiting time, additional travel by installation personnel, etc.

### **Clause 3 – Place of delivery**

- 1 In the absence of an explicit agreement of the Parties, the goods to be supplied shall be delivered at JHLCT's warehouse, delivery "EXW" as per the Incoterms 2020.
- 2 Unless the Parties have provided to the contrary, whenever the CUSTOMER wants the goods to be delivered at a place other than the one referred to in the foregoing paragraph, the costs of packaging, transport and insurance shall be borne by him.
- 3 The services shall be performed at JHLCT's premises or at the CUSTOMER's premises, depending on their nature and the purpose they are intended to.

### **Clause 4 – Time for completion**

- 1 The completion period for the supply of goods or the provision of the services having been ordered shall run from the date of the confirmation of the order by JHLCT, provided that, at that date, the goods/ service/ system to be supplied has been fully defined from a technical point of view, or from the date when JHLCT receives the advance payment which was agreed upon, whichever of these events that occurs later.



Subject	Project	Doc. No.	Rev.	Page	Date
Standard Document	00000	93103	A00	2 of 3	2012-12-06

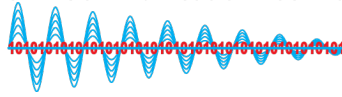
- 2 In case an advance payment was agreed upon, JHLCT reserves the right to postpone the completion date or to cancel the supply and to convert or alter the use of the materials allocated to the supply, if that payment is not made within the agreed period.
- 3 JHLCT shall be entitled to make partial deliveries and to invoice them separately within the agreed period, unless this possibility was excluded by written agreement.
- 4 The period for the completion of an order shall be extended, should a case of force majeure occur. "Case of force majeure" shall mean any event or circumstance which impedes the performance of the work and is beyond the control of JHLCT and, at the date of the confirmation of the order, could not reasonably be foreseen by JHLCT or, if it was foreseeable, the latter could not reasonably have avoided it or overcome its effects.
- 5 The period for completion of the order shall be extended as well, if unjustified or unforeseen acts or omissions of the CUSTOMER disturb the work of JHLCT.
- 4 If the time for completion set in the confirmation of the order or in other written document signed by the Parties is not complied with by JHLCT, due to causes other than those referred to in paragraphs 4 and 5 of this Clause, JHLCT shall be subject to the penalties which were agreed by the Parties, such penalties not to exceed, in any case, 5% of the total price of the order.
- 5 Postponement of the agreed delivery date of material to be delivered by the JHLCT at the CUSTOMER's instigation by up to one month shall be free of charge for the CUSTOMER; in the event of any further postponement, JHLCT may charge the CUSTOMER storage costs amounting to 0.5% of the net price of the deliverables for each further month or part thereof. The contracting parties shall be at liberty to demonstrate greater or lesser storage costs.

#### **Clause 5 – Payments**

- 1 Unless the Parties agree other time for payment, all payments owed by the CUSTOMER to JHLCT shall be made within the maximum period of 14 days from the date of sending the invoice to the CUSTOMER.
- 2 In every order having a value higher than 25.000 Euros, the CUSTOMER shall make an advance payment not lower than 40% of its value, to be paid within the period set in the foregoing paragraph, after the confirmation of the order by JHLCT.
- 3 JHLCT reserves the right to require a letter of credit or an equivalent guarantee to secure the full payment by the CUSTOMER of the price of the order to be performed.
- 4 In the event of delay of payment, default interest shall become due. Interest rate per annum amounts to five percentage points above the legal base rate. Any residual claims by JHLCT arising from the same contractual relationship shall become due in full immediately, regardless of the payment terms agreed. Further deliveries and services shall then be provided only against advance payment or provision of security by the CUSTOMER
- 5 In payments by bank transfer, the CUSTOMER shall bear all the costs inherent to such transfer.
- 6 In case of a dispute over the amount of an issued invoice, the CUSTOMER should pay without delay the part of the invoiced amount on which there is no disagreement.

#### **Clause 6 – Warranty**

- 1 JHLCT warrants the good functioning of the supplied goods, for a period of one year after the date of their delivery, and thus undertakes to repair the defects detected and notified to JHLCT within the aforesaid period or to replace the defective parts of those goods, when such replacement is indispensable to eliminate the defect.
- 2 In order to avail himself of the warranty mentioned in the foregoing paragraph, the CUSTOMER should place the goods or the defective part of the same at the disposal of JHLCT, at his premises. In case the existence of the defect alleged by CUSTOMER is confirmed, the transportation costs to JHLCT's premises and from here to the CUSTOMER's premises shall be borne by JHLCT.
- 3 The following shall be excluded from the warranty mentioned in this clause:
  - damages caused by improper use of the supplied goods or by accident caused by negligence or deficient maintenance of the same.
  - anomalies caused by the occurrence, in the place where the supplied goods are operated, of environmental conditions exceeding the limits specified by JHLCT.
  - damages caused by atmospheric discharges, natural accidents or anomalies in electricity supply.
  - consumable parts or parts which, due to their use or nature, are subject to a high rate of wear and tear (printing heads, tapes, lamps, fuses, bearings, etc); and
  - batteries.
- 4 The warranty mentioned in this clause ceases when the CUSTOMER causes alterations or repairs to be made in the supplied goods, without the previous authorisation of JHLCT, in writing.
- 5 The liability of JHLCT resulting from the detection of defects in the supplied goods is expressly limited to the provisions of the foregoing paragraphs, with the express exclusion of any other obligations, particularly the obligation to pay any amount by way of indemnity or compensation, whatever its nature might be.
- 6 Beyond the warranty period referred to above, JHLCT shall provide technical assistance to the goods, according to the requests of CUSTOMER and the conditions to be agreed to that effect.
- 7 JHLCT warrants as well that the services provided are in accordance with the specifications agreed upon with the CUSTOMER and undertakes to correct possible deficiencies which may affect the same, the provisions of the foregoing paragraphs being applicable to such correction, with the necessary adjustments.



## General Terms & Conditions

Subject	Project	Doc. No.	Rev.	Page	Date
Standard Document	00000	93103	A00	3 of 3	2012-12-06

---

### **Clause 7 – Transfer of risk and ownership**

- 1 Unless the Parties have agreed otherwise, the risk of loss, destruction or damage to the supplied goods is transferred to the CUSTOMER at the moment when the delivery of the same to the CUSTOMER is to be considered as made.
- 2 Irrespectively of the provision of the foregoing paragraph, the ownership of the supplied goods and of the respective accessories or spare parts shall not be transferred to the CUSTOMER until the respective price is fully paid.

### **Clause 8 – Taxes**

- 1 The prices stated in the quotations or order confirmations signed by JHLCT do not include VAT (Value Added Tax) which will be debited at the rate in force at the date of invoicing.
- 2 The prices referred to in the foregoing paragraph do not include any taxes, legal dues, custom duties or other charges arising from any laws or regulations, which the goods or services to be supplied may be subject.

### **Clause 9 – Governing law and settlement of disputes**

- 1 Any issues which are not dealt with in these General Conditions and in the contracts made between JHLCT and the CUSTOMER shall be governed by the provisions of German law.
- 2 Without prejudice to the possible submission to arbitration when the Parties agree to that in writing, for all disputes arising from the supply of goods or the provision of services to which these General Conditions may apply the Civil Court of Munich shall be competent, to the exclusion of any other court.