

General Terms and Conditions of Purchase of RK Technology GmbH (GTC)

I. Scope of Application/Placement of Orders

1. We order exclusively based on the following terms and conditions (GTC). This also applies in the event that we no longer expressly refer to these terms and conditions in the case of ongoing business relationships.
2. Conflicting conditions of our contractors shall only apply if we expressly confirm them in writing.
3. Should special conditions be agreed upon for specific orders, our general terms and conditions shall apply subordinately and additionally.

II. Orders and Other Declarations

1. Offers must correspond to our inquiry. They are free of charge and non-binding for us. Our orders are only binding if we issue and confirm them in writing. The same applies to other declarations.
2. Services not included in the order do not constitute any payment obligations for us.

III. Changes to the Scope of the Order

1. Changes and corrections to the scope of performance and the type of execution are included in the price, provided they are carried out by the contractor without significant costs.
2. Furthermore, changes and additions to the deliveries or services ordered by us are to be carried out at our request under the same conditions and on the same price basis, unless there is such a significant change in the scope of the order or the market situation that a new price determination becomes necessary. In the aforementioned cases, the delivery time must be renegotiated.
3. We may revoke the order until it has been accepted in writing by our contractor (order confirmation).

IV. Prices and Payment Terms

1. Unless otherwise agreed, prices are fixed prices. In any case, they include everything that our contractor must provide to fulfill its delivery and performance obligations at the agreed place of performance, including packaging and freight.
2. Value-added tax will be charged separately at the respective legally determined rate.
3. Payment shall be made 14 days after the due date less a 3% cash discount or 30 days after the due date net.
4. We are entitled to rights of set-off and retention to the extent permitted by law.

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V. Delivery Date and Time, Delay in Delivery

1. The dates specified in our order must be strictly adhered to.
2. The contractor is obliged to inform us immediately in writing if circumstances occur or become apparent to them which indicate that the agreed delivery time cannot be met.
3. In the event of a delay in delivery, we are entitled to the statutory claims. In particular, we are entitled to demand compensation for damages due to non-performance after the fruitless expiry of a grace period.

VI. Contractual Penalty

1. In the event of a delay in delivery for which the contractor is responsible, we are entitled to demand a contractual penalty in the amount of 1% of the order value for each completed week of delay, but not more than a maximum of 10%. The right to assert further damages remains reserved.
2. A reservation of the contractual penalty upon acceptance in accordance with § 641 para. 3 BGB is not required. The contractual penalty can also be asserted or offset without reservation upon acceptance until the final payment.

VII. Inspection for Defects/Warranty

1. We are obliged to inspect the delivery item for any defects within a reasonable period. We must report obvious defects within two weeks of delivery of the goods. For non-obvious defects, the notification period is not less than the statutory limitation periods.
2. We are entitled to the statutory warranty claims in full; independently of this, we are entitled to demand rectification of defects or replacement delivery from our contractor at our discretion.
3. The contractor is obliged to bear all expenses necessary for the purpose of rectifying defects or providing a replacement delivery.
4. The warranty period is 24 months, calculated from the transfer of risk.

VIII. Transfer of Risk

The risk passes to us upon acceptance or upon receipt of the subject matter of the contract.

IX. Product Liability/Indemnification

1. Insofar as our contractor is responsible for product damage, they are obliged to indemnify us against third-party claims for damages upon first request to the extent that the cause lies within their sphere of control and organization.
2. Within this framework, our contractor is also obliged to reimburse us for such expenses resulting from a recall campaign carried out by us or similar damage-prevention measures.

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X. Place of Jurisdiction, Place of Performance, Application of German Law

1. The place of jurisdiction is the location of our registered office.
2. Unless otherwise stated in our order confirmation, our registered office is the place of performance.
3. For all legal relationships between us and our contractors, only the law applicable to the legal relationships of domestic parties at our registered office shall apply, to the exclusion of foreign law.