



Additional Terms of Delivery for Development Services

07/08/2016 — Version 1

1 Scope

- 1.1 The following terms of delivery apply to all the contractual relationships, quasi-contractual relationships and pre-contractual negotiations of VIERLING Production GmbH, Pretzfelder Strasse 21, 91320 Ebermannstadt (hereinafter: VIERLING) with their Customers (hereinafter: Customer) for development services ("general development conditions"). VIERLING's general development conditions apply exclusively. Conflicting terms and conditions of Customers are only valid if VIERLING expressly and in writing agrees to their validity. The standard reference to the Customer's own terms and conditions is contradicted by VIERLING.
- 1.2 The general development conditions supplement the general delivery conditions for products and services of the electrical industry ("Green Delivery Terms") for use in business dealings with entrepreneurs. These are used, as far as no regulations are contained in the following general development conditions or they do not contradict with the following regulations.

2 Subject of the Contract, Changes in Execution

- 2.1 VIERLING fundamentally provides development services as the subject of a service contract. The agreement for certain successful completion of the work presupposes that VIERLING makes a written offer on the basis of the construction documents provided by the Customer, containing the required specifications for the work description, and the Customer accepts the offer.
- 2.2 After the order has been placed by the Customer, any changes to the execution by the Customer remain insignificant, unless VIERLING confirms them in writing. The Customer is obliged to remunerate the additional costs associated with the change of execution separately.

3 Production Documents, Granting of Rights

- 3.1 The delivery of production documents, consisting of part list, circuit diagram, assembly plan, placement data, circuit board data, is included in the delivery. Further documents and data are not owed.
- 3.2 All rights to the documents and results created in fulfillment of an order remain with the creation or processing by VIERLING.
- 3.3 VIERLING grants the Customer a simple, non-exclusive, unrestricted right of use and the right to edit documents and results. The granting of rights is subject to the condition precedent that the Customer has completely fulfilled its payment obligations. Within agreed payment periods, corresponding use is permitted.

4 Provision of Embedded Software

- 4.1 In the event of the release of software integrated in hardware components, the Customer acquires the software including the data contained therein under the terms of use agreed in this contract.
- 4.2 The source code is not payable.
- 4.3 VIERLING grants the Customer a simple, time-unlimited right to use the software within the respective hardware component. The granting of rights is subject to the condition precedent that the Customer has completely fulfilled its payment obligations. Within agreed payment periods, corresponding use is permitted.

- 4.4 Copies of the software are permitted only insofar as this is necessary for contractual use. The Customer may make backup copies to the extent necessary according to the rules of technology.
- 4.5 The Customer is only authorized to make changes, additions, and other revisions to the software within the meaning of § 69c no. 2 of the Copyright Act insofar as the law permits this as indispensable. Decompilation is only permitted within the limits of § 69e of the Copyright Act.
- 4.6 If VIERLING provides the Customer with updates or upgrades that replace previously provided software, they will be subject to these conditions.

5 Participation and Information Obligations

- 5.1 The Customer grants VIERLING access to the subject matter of the contract for the purpose of troubleshooting directly and/or by means of remote data transmission.
- 5.2 The Customer shall take reasonable precautions to prevent damage (e.g. by daily data backup, fault diagnosis, periodic inspection of the function of components and data processing results) in the event that all or part of the delivered subject matter of the contract does not work properly. Unless the Customer explicitly points out in advance, VIERLING may assume that all of the Customer's data with which VIERLING may come into contact is secured.
- 5.3 The Customer shall inform VIERLING in advance if it intends to use the delivered subject matter of the contract for series production. In this case, VIERLING provides for separate approval of the subject matter of the contract for approval by the Customer.

6 Remuneration, Terms of Payment

- 6.1 The agreed remuneration is calculated as net remuneration without deduction; the applicable statutory value added tax must be paid in addition.
- 6.2 The respective remuneration is payable after proper invoicing by VIERLING with a payment term of fourteen calendar days.
- 6.3 VIERLING creates a record of the services provided, indicating the date, time involved and name of the operation. The Customer does not sign it off. The record is the basis for billing.
- 6.4 Remuneration covers all services, except for the additional costs caused by changes to the order by the Customer. The above terms of payment apply accordingly.

7 Obligation to Inspect and Give Notice of Defects

The Customer takes on an obligation to inspect and give notice of defects according to § 377 of the German Commercial Code with respect to all deliveries and services by VIERLING.

8 Acceptance at Works

- 8.1 In the case of agreed successful work completion, the Customer is obliged to accept the contractually produced work, unless the condition of the work precludes acceptance. Acceptance cannot be refused due to insignificant defects (in particular re-soldering, filing, component superstructure).



8.2 Acceptance shall also take place if the Customer does not accept the work within a period of two weeks after provision/delivery and VIERLING requests that acceptance be declared.

9 Defects of Title and Defects in Work Performance Quality

9.1 For successful completion of the work, VIERLING guarantees the agreed quality of the contractual items and that the use of the contractual items by the Customer within the scope of the contract does not conflict with third-party rights. However, the guarantee of the freedom of the contractual items from the rights of third parties only applies to the destination country agreed between the parties in which the contractual items are to be used. Without express agreement, the guarantee applies to the country in which the Customer has its place of business.

9.2 VIERLING initially provides the guarantee through supplementary performance. Upon delivery of software, VIERLING will, at its discretion, provide the Customer with a new, defect-free version of the software or eliminate the defect; defect removal also applies if VIERLING shows the Customer reasonable ways to avoid the effects of the defect.

9.3 If two attempts at supplementary performance fail, the Customer is entitled to set a reasonable grace period for rectifying the defect.

9.4 If the rectification fails even in the grace period, the Customer can withdraw from the contract or reduce the remuneration, unless the defect is negligible. Compensation or reimbursement for wasted efforts due to a defect is provided by VIERLING within the limits specified in these general development conditions. VIERLING may, after expiration, extend a period pursuant to Clause 1, so that the Customer can exercise its resulting right within two weeks of receipt of the request. After the deadline, the right to choose is transferred to VIERLING.

9.5 If VIERLING provides troubleshooting services without being obliged to do so, VIERLING may demand compensation in accordance with its usual rates, unless the Customer has not negligently misjudged the absence of a defect. This applies in particular if a defect cannot be proven or is not attributable to VIERLING. Also to be reimbursed are the extra efforts that result from the fact that the Customer has not complied with its obligation to cooperate and to inform under Clauses 5.2 and 5.3.

9.6 If third parties assert claims that prevent the Customer from exercising the rights of use granted to it by the contract, the Customer shall immediately inform VIERLING comprehensively in writing. If the Customer is sued, it agrees with VIERLING and takes action only with its consent, especially for acknowledgments and settlements.

9.7 The Customer can only derive rights from other breaches of duty by VIERLING if it has notified Vierling in writing and granted a grace period to remedy the situation. This shall not apply if a remedy cannot be considered due to the type of breach of duty.

10 Compensation for Damages, Limitation of Liability

10.1 VIERLING is liable for damages for any legal reason in accordance with these provisions:

10.2 Liability for damage caused intentionally or by gross negligence on the part of VIERLING or one of its agents or legal representatives is unlimited in amount.

10.3 In the event of damage resulting from injury to life, limb or health, liability shall be unlimited even if VIERLING or its legal representative or agent is simply negligent in a breach of duty.

10.4 Unlimited in terms of amount, liability also covers damage caused by serious negligence on the part of VIERLING and any damage caused by a lack of guaranteed quality.

10.5 Liability under product liability law remains unaffected.

10.6 In the event of a breach of essential contractual obligations, VIERLING shall be liable for the amount of the typical damage foreseeable for a contract, if none of the aforementioned cases apply. The Customer must be charged with contributory negligence if it has not complied with its obligation to cooperate and to inform under Clause 5.2 and 5.3 has not complied.

10.7 Any further liability for damages is excluded.

11 Limitation period

In the case of intent or gross negligence on the part of VIERLING, in case of fraudulent concealment of the defect, in case of personal injury or defects of title within the meaning of § 438 Section 1 No. 1a of the German Civil Code, as well as for guarantees (§ 444 of the German Civil Code), statutory limitation periods shall apply, as well for claims under the Product Liability Act. Incidentally, the limitation period for guarantee claims and liability claims is one year.