

General Terms and Conditions of Contract

1. General

- 1.1. Our contracts are governed exclusively by our Terms and Conditions of Contract (TCC) and our General Terms and Conditions of Sale (GTCS) listed below.
- 1.2. Our TCC apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions (GTC) or Terms and Conditions of Purchase (TCP) of the buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement for consent shall apply in every eventuality, even, for example, if we agree without reservation to make a delivery in full knowledge of the buyer's GTC or TCP. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these TCC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- 1.3. Should individual provisions of the following terms and conditions be invalid or unenforceable or become invalid or unenforceable after the conclusion of the contract, this shall not affect the validity of the remaining terms and conditions.

2. Contract term

Our contracts have a term of 12 months, beginning with the dispatch of our contract confirmation. Any deviating terms require explicit confirmation by Fischer Elektronik GmbH & Co. KG. Our contracts are not tacitly extended once the term has expired.

3. Validity of contract prices

Our offered and/or confirmed contract prices are valid under the following conditions within the offered and/or agreed contract term:

- 3.1. The entire contract quantity is allocated within the validity period of the contract. We reserve the right to make price adjustments in the event of scheduling outside the agreed contract term.
- 3.2. The offered and/or confirmed minimum lot size for call-offs is complied with.
- 3.3. The contract price is only valid for the respective offered and/or confirmed technical status of a product.

4. Classification of call-off quantities

- 4.1. The total contract quantity must be allocated within the agreed maximum contract term.
- 4.2. If we do not have any allocations, we shall schedule them evenly over the term of the contract per the agreed delivery lot size, confirm them accordingly and deliver them.
- 4.3. We reserve the right to pre-produce partial quantities or the entire contract quantity and to procure all primary materials, irrespective of the allocations.
- 4.4. If explicit prefabrication of partial quantities or the entire contract quantity is desired by the customer, this requires an individual agreement and our confirmation.

5. Technical changes during an ongoing contract

- 5.1. Technical changes are only possible for quantities not yet produced and/or raw materials not yet procured.

6. Cancellation of contracts and contract quantities

- 6.1. As a rule, contracts cannot be cancelled and are only possible in exceptional cases and subject to our review for quantities not yet produced and/or input material not yet procured.
- 6.2. Standard goods from our catalogue range, which are procured in unusually high quantities for contracts, are also subject to a purchase obligation for the contractual partner.
- 6.3. We will review cancellation requests individually and reserve the right to compensate accordingly for the cancellation of the purchase obligation.