



SEGGER Microcontroller GmbH

GENERAL TERMS AND CONDITIONS 2022/05

1. General

These terms and conditions of delivery and payment apply exclusively and only to entrepreneurs under § 310 paragraph 1 of the German Civil Code (BGB). Any provisions of the customer that are contrary to or deviate from these terms and conditions shall only apply if we explicitly accept them in writing.

2. Offers and prices

Our offers are non-binding and subject to change without notice. Purchase Orders are only binding for us if we confirm them in writing or comply with them by sending the products.

3. Deliveries

Unless explicitly agreed otherwise, delivery periods and deadlines are non-binding and start when the contract comes into force, but not before receipt of an agreed down payment and any agreed provision of materials by the customer.

As long as the customer is in arrears with a liability, our delivery period shall be suspended.

4. Impediments to performance and force majeure

Impediments that prevent or delay our performance of the contract and are beyond our control, in particular

(a) cases of force majeure, such as mobilization, war, acts of terrorism, riot or similar events (e.g. strike, lockout)

b) Virus and other attacks by third parties on our IT system, insofar as these were carried out despite observance of the care customary in protective measures,

c) obstacles due to German, US-American and other applicable national, EU or international regulations of foreign trade law, or

d) untimely or improper delivery by our suppliers for which we are not responsible suspend our affected contractual obligation for the duration of the disruption and to the extent of its effect. In these cases, any applicable deadlines shall be extended appropriately.

If the resulting delays exceed a period of six weeks, both parties to the contract are entitled to withdraw from the contract with regard to the affected scope of services. No other claims shall exist.

5. Payments

Unless otherwise agreed, our invoices are due for payment without deduction 14 days after receipt of the invoice. If this payment period is exceeded, default occurs.

If the payment period is exceeded, we are entitled, without giving any reminder, to demand interest on arrears at 8% p.a. above the European Central Bank base rate.

Only undisputed or claims determined by final judgment entitle the purchaser to offset or withhold payment. We are entitled, without regards to the customer's determination, to credit payments first against the customer's older debt, and will inform the customer of the type of crediting. If costs and interest have already been incurred, the payment will first be offset against the costs, then against the interest and finally to the main claim.

6. Shipping and insurance

Loading and dispatch are uninsured and at the risk of the recipient. We shall endeavour to take into account the wishes and interests of the customer with regard to the mode and route of dispatch; any additional costs resulting therefrom - even if carriage paid delivery has been agreed - shall be borne by the customer.

7. Warranty

Unless agreed otherwise in writing, we disclaim any express or implied warranties as to the fitness for a particular purpose of the hardware products. It is the customer's sole responsibility to evaluate the fitness of the hardware products for any specific use. Warranty claims of the customer shall become statute-barred after 1 (one) year from the statutory commencement of the warranty period. This period shall not apply in the event of intent, fraudulent concealment of the defect and failure to comply with a guarantee of quality.

For our software products the warranty regulations in the respective license agreement apply.

All information about the suitability and application of our products as well as technical advice are non-binding. All information in our product descriptions does not constitute a guarantee of properties in the sense of the relevant legal regulations.

Warranty rights of the customer require that he has properly fulfilled his obligations to check and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). The customer must inspect the delivered products immediately upon receipt for defects with regard to quality and intended use, otherwise the products shall be deemed to have been approved.

If, despite all due care and attention, the delivered products show a defect that was already present at the time of the transfer of risk, we will, subject to timely notification of defects, either correct or replace the products at our discretion. We must always be given the opportunity to remedy the defect within a reasonable period of time. If a defect is not proven, but the customer insists on its removal, we will analyse the problem. If the alleged defect should turn out to be an application error on the part of the customer, we are entitled to charge the costs and the work effort which we have incurred in the course of analysing the problem.

If development tools have been provided for the creation of software, they shall also be provided free of charge for the purpose of remedying defects. In the case of software, a subsequent delivery or rectification period of 30 days shall be deemed agreed from the time of the defect and the provision of the necessary development tools. The warranty obligation only extends to the original software supplied by us, i.e. not to software with modifications from the customer side.

If it is not possible to remedy the defect, the purchaser is entitled to demand either withdrawal or reduction of the purchase price. The preceding paragraphs contain the final guarantee for the products and exclude other guarantee claims of any kind.

8. Liability

Unless otherwise agreed, claims for damages by the customer, irrespective of the legal basis, in particular due to breach of duties arising from the contractual obligation and from unlawful acts, are excluded.

This shall not apply in so far as liability is assumed as follows:

a) in case of intent, fraudulent intent or failure to comply with a guarantee that has been assumed,

(b) gross negligence by proprietors, legal representatives or senior executives,

c) on account of culpable injury to life, body or health, or

d) for culpable violation of essential contractual obligations. The claim for damages in this case is, however, limited to the foreseeable damage typical for the contract, unless another of the aforementioned cases exists.

A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.

9. Retention of title

The delivery item shall remain our property until the purchase price and all claims, including future claims, which we acquire against the purchaser from the business relationship have been paid in full. The resale of the delivery item by the purchaser before it has been paid for in full is only permitted in the normal course of business and insofar as it is made against payment, the purchaser receives payment for the delivery item or sells it for its part subject to retention of title. Claims and rights from a possible resale as well as from processing of the delivery item shall be assigned to us in full by the customer from the outset.

The customer shall notify us immediately by registered letter of any third party access to the products and claims belonging to us.

The exercise of the reservation of title does not mean withdrawal from the contract.

If the value of all our securities exceeds our claims against the customer by more than 20%, we are obliged to release securities to be selected by us accordingly.

10. Grant of software license

The licensing of software is subject to a separate license agreement. The following applies subsidiarily:

a) Backup copy

In the case of unrestricted use within the customer's business, the maximum number of backup copies to be created is not limited, otherwise limited to one backup copy per workstation license.

b) Leasing / transfer

Renting or transferring or otherwise making the licensed software product available to third parties is not permitted.

c) Restrictions with regard to reverse engineering, decompilation and disassembly

Reverse engineering, decompiling or disassembling is not permitted.

d) Restrictions for source codes

The source code is made available for internal use in accordance with the software license agreement. Under no circumstances may it be used or passed on for the development of similar products or may persons outside the company be granted access to the source code.

11. Export regulations

We do not deliver,

- if the purchaser is listed on the European Union Denied Person, Entity or Organization Lists (Council Regulation (EC) No 881/2002, Council Regulation (EC) No 2580/2001, Commission Regulation (EC) No 553/2007 or Council Regulation (EC) No 753/2011)

- if shipment of certain goods to the country of destination is prohibited due to legal provisions (e.g. Council Regulation (EU) No 2021/821). All country-specific restrictions can be found in the following list published by the German Federal Office of Economics and Export Control (BAFA):

https://www.bafa.de/SharedDocs/Downloads/DE/Aussenwirtschaft/afk_embargo_uebersicht_laenderbezogene_embargos.pdf?__blob=publicationFile&v=14

The purchaser confirms and guarantees that

(a) the destination details in his order are correct; and

(b) neither the delivery to him nor to his company would constitute a prohibited delivery; and

(c) neither he nor his company is otherwise legally prevented by law from purchasing the products from us.

We expressly reserve the right not to deliver to certain buyers or to certain countries and to receive complete information from the buyer about the use of the products and the (final) destination.

If restrictions on import and export intervene in the case of certain deliveries, the purchaser is responsible for compliance with these regulations and must ensure at his own expense that the appropriate import and export licenses are obtained.

Furthermore, the customer undertakes not to carry out any excluded deliveries with our products.

12. Miscellaneous

Alterations and amendments require our written confirmation to be valid. If these show deviations from individual points of the General Terms and Conditions of Delivery, the remaining conditions remain unaffected.

Should one or more of the present terms and conditions be invalid or become invalid, the validity of the remaining terms and conditions shall not be affected thereby. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision.

The purchaser's rights arising from and in connection with the order may not be assigned to third parties either individually or in total.

These General Terms and Conditions 2022/05 are a translation of the German original named "Allgemeine Liefer- und Zahlungsbedingungen 2022/05" which is made for convenience only. In case of any disputes or inconsistencies the German original is applicable and binding and shall prevail.

13. Applicable law and place of jurisdiction:

The law applicable in the Federal Republic of Germany, excluding its rules on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG), shall apply. Place of performance and exclusive place of jurisdiction for both parties is the registered office of SEGGER Microcontroller GmbH.