

General Terms and Conditions (GTC) for Business Customers (B2B)

STV Electronic GmbH

§ 1 Scope of Application, Contracting Parties

- (1) These General Terms and Conditions apply to all contracts between STV Electronic GmbH (hereinafter referred to as the "Supplier") and its customers for the sale of goods and/or the provision of repair and maintenance services.
 - (2) The offer is directed exclusively at companies within the meaning of § 14 BGB (German Civil Code). The offer is not open to consumers within the meaning of § 13 BGB.
 - (3) Contradictory, conflicting, or supplementary general terms and conditions of the customer shall only become part of the contract if their validity has been expressly agreed to in writing.
 - (4) Should the customer provide inaccurate information regarding their business status, the supplier shall be entitled to withdraw from the contract.
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§ 2 Contracting

- (1) The presentation of goods or services does not constitute a binding offer, but rather an invitation to the customer to submit an offer.
 - (2) The customer can submit their offer by telephone, email, fax, or in writing.
 - (3) The contract is concluded upon express acceptance of the offer by the supplier in text form (e.g., order confirmation by email) or upon execution of the delivery or service.
 - (4) Offers made by the supplier are subject to change unless they are expressly marked as binding. Individual offers are valid for 5 calendar days.
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§ 3 Repair and servicing

- (1) In the case of repair or service work, the supplier is obligated to perform the agreed work in a professional manner, but is not obligated to achieve a specific economic or technical result, unless this has been expressly agreed.
- (2) The customer is obliged to describe the defect or scope of services completely and truthfully and to provide the equipment or documents required for the provision of services in good time.
- (3) The customer shall bear the costs and risk of sending devices to the provider.

(4) If the customer terminates a repair or service contract in accordance with § 648 BGB (German Civil Code) before the start of performance, the supplier is entitled to demand a flat-rate compensation of 10% of the agreed remuneration, unless the customer can prove that no damage or significantly less damage has been incurred.

§ 4 Prices, payment terms

(1) All prices are net prices plus the applicable legal VAT.

(2) Unless otherwise agreed, payments are due immediately upon invoicing without deduction.

(3) The customer shall be in default no later than 14 days after the invoice date, without the need for a reminder.

(4) In the event of default, the supplier is entitled to charge default interest at a rate of 9 percentage points above the respective base rate. The supplier reserves the right to claim further damages.

(5) The customer shall only be entitled to set-off or retention rights if his counterclaims have been legally established or are undisputed.

§ 5 Delivery, Transfer of Risk

(1) Delivery times are only binding if they have been expressly confirmed in writing.

(2) The risk of accidental loss or deterioration of the goods shall pass to the customer upon delivery of the goods to the carrier, forwarding agent, or other transporter.

(3) Partial deliveries are permissible provided they are reasonable for the customer.

§ 6 Warranty

(1) The warranty period is one year from delivery of the goods.

(2) The reduction of the warranty period does not apply in the case of: - intentional or grossly negligent breach of duty, - damage resulting from injury to life, limb, or health, - fraudulent concealment of a defect or assumption of a guarantee, - legally binding recourse claims.

(3) Only the information contained in the order confirmation and expressly agreed technical specifications shall be deemed to be the agreed quality.

(4) The warranty shall be fulfilled at the supplier's discretion either by repair or replacement. If the subsequent fulfilment fails twice, the customer may reduce the purchase price or withdraw from the contract.

§ 7 Liability

- (1) The supplier shall be liable without limitation in cases of intent, gross negligence, and damage resulting from injury to life, limb, or health.
 - (2) In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for this type of contract.
 - (3) Any further liability is excluded.
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§ 8 Retention of Title

- (1) The goods remain the property of the supplier until all claims arising from the business relationship have been settled in full.
 - (2) The customer is entitled to resell the goods in the ordinary course of business. The customer hereby assigns any resulting claims to the supplier.
 - (3) The supplier undertakes to release securities insofar as their realizable value exceeds the outstanding claims by more than 10%.
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§ 9 Choice of applicable law, Place of Jurisdiction

- (1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
 - (2) The place of jurisdiction and place of performance is the registered office of the supplier, provided that the customer is a merchant, a legal entity under public law, or a special fund under public law.
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As of: 1st December 2025