



Appendix to our General Conditions

January 2011

§7 Defects As To Quality: Warranty for Electronic Products

All information about the suitability, processing or use of our products, any technical advice provided and all other information - including information in our technical specifications or in the documents enclosed with the products - are given to our best knowledge and with the due care of a prudent businessman but do not release the purchaser from his obligation to carry out his own examinations and tests.

In particular, all given information by us mean only a description of our products and are non-binding, except in cases of giving a confirmation in writing expressed or referring to as guarantee by us.

Purchasers have to check the goods delivered by themselves. If possible they should also make a sample installation. The goods have also to be checked immediately regarding condition and utilization otherwise the goods delivery is accepted.

Complaints about defects or regarding the quantity are considered only if they are filed in writing by the purchaser within seven days after receipt of the goods, enclosing samples and stating the number of possibly defective products. Hidden defects must be correspondingly notified within one month. No liability is accepted for damage caused by improper handling. We accept no liability for electronic products which were already in the purchaser's manufacturing or finishing process, nor will we replace these free of charge.

There is no warranty accepted if electronic components are already implemented in assembly processes. They can't be replaced for free anymore.

Our warranty obligation is at our choice limited to repair or replacement. In case, the repair or replacement has failed on two occasions, the customer is entitled to demand rescission of the sale or a reduction in the purchase price.

As far as legally permissible, our obligation to pay compensation for damage or loss for whatever legal reason is limited to the invoice value of the quantity of our goods which is involved in the event giving rise to the damage or loss. This does not apply if, by mandatory provisions of the law, we have unlimited liability because of willful intent or gross negligence.

Title to the goods sold is retained by us until complete payment of our claims under the business relationship with the purchaser. The purchaser is authorized to dispose over the purchased goods in the normal course of business.

The retention of title also covers products created through processing, mixture or combination of our goods up to the full value of such products, in which case we are deemed to this extent to be the manufacturer. If, in the case of processing, mixture or combination with the goods of third parties, the latter's retention of title remains in existence, we acquire joint title in proportion to the invoice value of these processed goods.

Claims against third parties as the result of resale are hereby already assigned to us by the purchaser in total or in the amount of our share of joint title (see item 9.2). The purchaser is authorized to collect these claims on our behalf until further notice or until he ceases payment to us. The purchaser is not entitled to assign such claims even for the purpose of debt collection by means of factoring unless an undertaking by the factor is at the same time established to effect counter performance to us in the amount of our share of the claim for as long as claims exist on our side against the purchaser.

Third-party attachment of goods and claims belonging to us must be notified to us promptly by registered letter.

If we exercise the retention of title, this does not constitute rescission of the contract.

Until complete payment of our claims, the goods and the claims taking their place may not be pledged to third parties nor transferred or assigned as security.

If the value of securities exceeds the value of our claims by more than 20%, we will on request by the purchaser release parts of the securities at our discretion.