

SEMIKRON Elektronik GmbH & Co. KG – Terms of Delivery

1. General Information

Unless other written agreements exist, the terms and conditions of sale set down herein shall apply to all offers and orders given or received by SEMIKRON. Unless previously arranged otherwise, these general terms and conditions of sale shall become the subject matter of the contract upon the conclusion of a contract. The general terms and conditions of business of contracting parties are not valid, even if the contracting parties expressly request such in their orders. SEMIKRON's acceptance of an order does not constitute the validity of other terms and conditions.

2. Delivery Dates

In principal, no set delivery dates are agreed on. Any delivery dates specified serve only as an orientation. Where a specific delivery date has been agreed on in individual cases, this is subject to timely material procurement and the flawless functioning of the finished part in the quality control inspection. In the event of the contracting party being in default of acceptance of delivery, SEMIKRON is entitled to demand compensation for any loss sustained. The risk of accidental perishing and of accidental deterioration shall be transferred to the contracting party from the moment of default of acceptance of delivery. In case of force majeure, SEMIKRON is released of its obligation to deliver until the end of the force majeure situation. SEMIKRON shall inform the contracting party thereof immediately. The impossibility of sufficient supply of raw materials, the impossibility of performance due to breakdown of transport means, strikes and lock-outs are considered cases of force majeure. At the end of the force majeure situation, eventual subsequent delivery for the delivery which was unfulfilled during the force majeure circumstances shall be decided upon by mutual agreement.

3. Successive Delivery

In the case of deliveries by instalment, SEMIKRON reserves the right to determine the order of delivery for the parts and the volume of parts to be delivered.

4. Suppliers

In order to fulfil its obligations, SEMIKRON is entitled to use the services of third parties. SEMIKRON guarantees the contracting party, however, that any products manufactured or supplied by third parties will be compliant with the quality standards agreed on.

5. Deliveries

The place of performance for delivery is the headquarters of SEMIKRON. If, at the request of the buyer, the goods are to be dispatched to a place designated by the buyer, the risk of transportation, including that for deliveries for which the carriage is paid, shall be transferred to the contracting party at the moment in which SEMIKRON hands over the goods to the forwarding agent, the carrier or the railway. SEMIKRON is entitled, on behalf of and at the expense of the contracting party, to take out transportation insurance covering the value of the goods being delivered. In individual cases, SEMIKRON reserves the right to make over and under deliveries of up to 10%; notwithstanding over and under delivery, contractual obligations regarding the order volume shall be duly fulfilled.

6. Products and Services

SEMIKRON reserves the right to supply, for the same price, products which are technically equivalent to or better than those ordered and confirmed. The acceptance of equivalent or higher quality products is considered to be agreed. The products delivered or services performed are specified in the data books, catalogues, drawings or the likes. These do not represent guarantees for individual properties. Drawings/tables, measurement data or performance data are not binding, unless expressly agreed on in writing. These, and other notices containing technical data on SEMIKRON products, do not represent a guarantee for specific properties.

7. Prices

The prices stated in the relevant price lists are applicable. These are net manufacturing prices stated in EURO per 1 unit piece on the basis of the given SEMIBOX package units. Our prices apply ex works and do not include carriage, packaging and VAT. VAT is indicated and calculated separately. All previous price lists are thus no longer valid. Prices for special models or for extremely small order volumes shall be given on request. A minimum charge of 150 EURO shall be made for orders whose net goods value does not exceed 150 EURO. Prices are subject to changes at any time without notice.

8. Packaging Units

SEMIKRON products are supplied in SEMIBOX packaging units (PU) which are regarded as the minimum order volume. The given quantities are stated under item PU in the price lists. SEMIBOX is environmentally compatible (made of recyclable cardboard), white, non-toxic and anti-static packaging.

9. Invoicing and Payment

All payments must be received in full within 30 days from date of invoice. The place of performance for the contracting party's obligation to pay is Nuremberg. Payment is considered to be on time when the amount due has been credited to the account designated by SEMIKRON with value date on or before the due date. The contracting party is in default of payment, without further demand for payment, if payment has not been received within 30 days of the invoice date. From this moment, SEMIKRON is entitled to charge default interest 8% above the given base interest rate, to accelerate maturity on undue or deferred payments and hold all further deliveries immediately. This does not affect the right to claim greater damage caused by default.

In the case of orders cancelled less than 6 weeks before the confirmed delivery date, a charge of 10% of the order value shall apply; for orders cancelled less than 4 weeks before the delivery date, a charge of 15% of the order value shall apply. For the SKiiP and MiniSKiiP product families, orders cancelled less than 8 weeks before the confirmed delivery date will be subject to a charge of 20% of the order value, unless the party ordering can furnish proof of less damage. Cancellation of orders for customer-specific products and for all products whose confirmed delivery date is within 2 weeks shall not be accepted.

10. Prohibition of Set-Off and Right of Retention

The contracting party is not entitled to set off SEMIKRON's claims or assert any right of retention, particularly in the event of notification of defects, unless the contracting party's claims are recognised by SEMIKRON or are recognised by declaratory judgement. Claims made against SEMIKRON cannot be assigned without written consent from SEMIKRON.

11. Warranty

The contracting party is entitled to the legal warranty claims. SEMIKRON guarantees that the components it supplies shall comply with the specifications given in the data sheets. SEMIKRON reserves the right to modify the specifications without giving the party ordering notice thereof. SEMIKRON does not guarantee that the products supplied shall be suitable for use in the customer's designated applications, nor that they shall comply with the specifications of the customer application. The customer himself is thus responsible for the usability of the product supplied in his application. The period of limitation is one year beginning at the moment of transferral of risk.

12. Reservation of Title

SEMIKRON shall retain title to the products sold until the fulfilment of all, including future claims arising from the business relations. In the case of bills and cheques, payment is not considered to be received until said bills and cheques have been honoured. Machining or processing of the products is considered to be carried out on behalf of SEMIKRON. In the event of an intermixture or confusion of goods belonging to two or more persons, SEMIKRON shall acquire a co-ownership share proportionate to the ratio of SEMIKRON products to the third-party objects brought in by the contracting party at the moment of commingling or confusion. If the contracting party acquires sole ownership of the new object, he shall henceforth grant a co-ownership share of the said goods proportionate to the ratio of the invoice value of the reserved property to the value of the new goods. The contracting party is entitled, subject to revocation, to resell, but not to pledge or to assign by way of security, the goods which are owned or co-owned by SEMIKRON within the scope of proper business activity. If the contracting party resells SEMIKRON products or his own goods which contain SEMIKRON products without receiving the full purchase price in advance or concurrent with the delivery of the object of purchase, he is obliged to conclude with his customer an agreement on reservation of title in accordance with these terms and conditions. The contracting party shall henceforth assign to SEMIKRON all claims he may have within the scope of the resale as well as any rights accrued to him within the scope of the agreement on reservation of title made by him. At SEMIKRON's request, the contracting party is obliged to inform his contracting party of the assignment and furnish SEMIKRON with the information and documents it requires to assert its rights against the purchaser. In the event of delayed payment, other material breaches of contract or in the event of substantial deterioration of the contracting party's financial circumstances, the contracting party is obliged, at SEMIKRON's request, to surrender to SEMIKRON, immediately and at his own expense, all property owned by SEMIKRON. If the value of the securities arising out of the reservation of title agreement exceeds SEMIKRON's claims from its business relations with the contracting party by a total of more than 20%, SEMIKRON shall, at the request of the contracting party, declare the release of securities as it sees fit.

13. Liability

Claims for damages and reimbursement of expenses on the part of the buyer shall be excluded, regardless of the legal cause, especially claims in contract and in tort. The liability exclusions shall not apply in cases of the acceptance of a guarantee or a procurement risk. Furthermore, they shall not apply in cases of liability independent of the question of blame or negligence, especially claims under the German Product Liability Act in cases of wilful intent, gross negligence, or injury to life, limb or health and on account of a breach of major contractual obligations. Compensation for failure to comply with major contractual obligations shall be limited, however, to typical, foreseeable damages, unless wilful intent or gross negligence applies, or on account of liability for injury to life, limb or health. Any change in the burden of proof to the detriment of the buyer shall not be associated with the aforesaid rulings.

14. Industrial Property Rights

The conclusion of a contract shall by no means constitute SEMIKRON's renunciation of any trademark rights and industrial property rights it may have.

15. Place of Jurisdiction / Other Provisions

The place of jurisdiction for all disputes, including action arising out of a bill or cheque, is Nuremberg. The statutes of the Law of the Federal Republic of Germany shall apply exclusively to all disputes between the contracting parties, unless otherwise agreed by the parties in writing. The German Standardized Law on the International Purchase of Movables shall not apply. Verbal subsidiary agreements are not effective unless confirmed by the parties in writing. In the event of individual provisions of these terms and conditions ceasing to be effective, in whole or in part, the validity of the remaining terms and conditions shall not be affected. The parties undertake to replace the ineffective provision or provision requiring supplementation or interpretation by a new provision which has the same effect as the original provision.