

Agreement

between

Manolya Electronics GmbH & Co. KG
Kurfürstendamm 59, 10707 Berlin - Germany
VAT-ID-No.: DE301134571

as supplier

- hereinafter referred to as „**Manolya**“ -

and

Company Name : (incl. Company Form)	<input type="text"/>
Streetname + No.:	<input type="text"/>
Postal/ZIP Code:	<input type="text"/>
City:	<input type="text"/>
Country:	<input type="text"/>
VAT-ID-No.:	<input type="text"/>

as contractual partner/customer of Manolya

- hereinafter referred to as "**Purchaser**" -

regarding the order and delivery of goods to other EU countries.

The following agreement applies to all future orders in which the Purchaser or an authorised third party commissioned by him collects and transports the goods from Manolya's warehouse. It does not apply if delivery and transport by Manolya is expressly agreed in individual cases and the delivery and transport is then carried out on behalf of and for the account of Manolya.

In all future orders, the Purchaser, or an authorised third party, will personally pick up the goods from Manolya's warehouse in *Manolya Electronics GmbH & Co. KG c/o Rieck Fulfillment Solutions GmbH & Co. KG, Alexander-Meißner-Str. 86 – 88, 12526 Berlin, Germany*. The aforementioned location (hereinafter referred to as "**place of provision**") is the place of performance and fulfilment within the meaning of § 269 BGB (obligation to collect) and EXW incoterms 2020.

The goods are to be made available by Manolya for inspection. The parties agree in advance on the date, specific time frame and manner of making the goods available for pickup. On the day of availability, the Purchaser or a third party - authorised by the Purchaser to inspect the goods – is granted the opportunity to examine the goods during the availability period at the place of provision. If the Purchaser authorises a third party for pickup, he confirms that he has granted the third party authorisation to inspect the goods, too.

Both parties mutually agree that all possible and necessary methods of inspection on-site will be granted and conducted to

reliably identify defects of goods as well as deviations before transportation. If additional suitable and necessary methods of inspection arise by the time of inspection, Manolya is obliged to provide those methods, and the Purchaser will implement them.

Once the Purchaser or a third party authorised by him has confirmed in writing the correctness or the absence of visible defects as well as the absence of deviations by signing the protocol/the freight documents, the transfer („Übergabe“) of the goods within the meaning of § 446 BGB takes place at the place of provision. In this regard, Manolya provides all declarations necessary.

For all future orders and pickups, the Purchaser uses his VAT-ID, specified in the rubrum.

The Purchaser expressly assures that the goods will be transported to an EU member state and under no circumstances will remain in Germany.

The parties agree that the delivery of the goods by Manolya constitutes a movable supply (moving supply, active delivery) within the meaning of the Value Added Tax Act of Germany („Umsatzsteuergesetz“) and the EU Value Added Tax Directive (EU-D 2006/112/EG), thus Manolya is performing the intra-Community supply.

If the goods transported by the Purchaser and/or the collector are not submitted to the Purchaser but to one of his customers and contractual partners, the Purchaser expressly assures and declares that this constitutes the unmovable supply (non-moving supply, non-active delivery) within the context of the then-present chain transaction within the meaning of the Value Added Tax Act of Germany („Umsatzsteuergesetz“) and the EU Value Added Tax Directive (EU-D 2006/112/EG). In this regard, the Purchaser expressly states that he does not perform the movable supply (moving supply, active delivery) within the meaning of the Value Added Tax Act of Germany („Umsatzsteuergesetz“) and the EU Value Added Tax Directive (EU-D 2006/112/EG) to his customer and that he will carry out taxation with VAT in the destination country where the movement of goods ends.

Any costs, duties, or (public) charges, etc., arising contrary to the above-mentioned obligation due to a lack of export or import of the goods to an EU country or due to an export and import to a third country, are exclusively borne by the Purchaser. In the event that Manolya is burdened with costs, duties, or (public) charges, etc., by third parties due to the Purchaser's contractual violation, the Purchaser indemnifies Manolya from these claims.

Contractual changes require a separate agreement signed by management or a limited partner of Manolya.

German law exclusively applies; the UN Convention on Contracts for the International Sale of Goods and German international private law are excluded. Berlin is the exclusive place of jurisdiction for all disputes arising from this contract, unless mandatory legal norms oppose it.

Manolya:

Berlin,

Legally binding signature and company stamp

Purchaser:

Place: Date:

Legally binding signature and company stamp