

Section 1 General Provisions – Scope of Application

- 1.1 These General Terms of Sale shall govern all transactions between the company Rutronik Belgium BVBA (the Seller) and the Buyer, even if they are not systematically appended to future contracts. They shall apply in the same way to the purchase of work and services. Any general terms of the Buyer that contradict, supplement or differ from these General Terms of Sale have no contractual value, unless formally accepted in writing by the Seller.
- 1.2 These General Terms of Sale shall also apply even if the Seller - when aware of contrary or differing general terms - makes a delivery without reservation or if the Seller does not systematically enclose these terms at the time of future transactions. Any additional agreements or agreements differing from these General Terms of Sale concluded between the Seller and the Buyer for fulfilling a contract shall be made in writing. The same shall apply to the waiver of the written form requirement. The Seller's rights in virtue of the legislation, and which go beyond the provisions of these General Terms of Sale, shall remain applicable.

Section 2 Offer and Conclusion of Contract

- 2.1 The Seller's offers are non-binding, unless it is expressly stated that they represent a firm offer.
- 2.2 The Buyer's orders are firm offers. Written confirmation of the offer by the Seller or, in the case of immediate fulfilment of the order, the sending of the products ordered at the final price indicated on the invoice is decisive to the conclusion of the contract. If the Buyer has remarks to make on the content of the order confirmation or the products sent, they should do so without delay. Otherwise, the contract shall be deemed concluded according to the terms of the order confirmation.

Section 3 Product Description

- 3.1 Where the contract covers products that undergo upgrades, the Seller is authorised to provide products that match the manufacturer's most recent data sheets. The Buyer is required to inform the Seller if they are interested only in the model ordered with no exceptions should be made to this.
- 3.2 Information on the products distributed by the Seller, in particular data provided in brochures, model lists, catalogues, data sheets, advertising materials, specifications and descriptions, other specifications and technical conditions of delivery, certificates (e.g. compliance certificates) and other documents does not, in any circumstances, constitute a warranty, from the Seller, as to quality or durability. For items described only by their type, the Seller does not enter into any supply commitment without prior, express written agreement.
- 3.3 The manufacturer's information on the reliability of the products delivered contains average statistical values, provided for information purposes, and does not refer to individual deliveries or batches.

Section 4 Release Orders

- 4.1 Unless otherwise agreed, release orders shall be subject to a release issued by the Buyer at least 8 weeks before the required delivery date.
- 4.2 Unless otherwise agreed, the Buyer shall issue the release for their order within 12 months, at the latest, of the order confirmation date. On expiry of a reasonable extension to this period, the Seller shall be entitled to deliver the products and invoice them, or to rescind the contract or, if the Buyer fails to fulfil their obligations, to claim damages in place of the service. The Seller is also entitled to invoice the Buyer the price in force for the quantities actually released.

Section 5 Prices/Adjustment of Prices

- 5.1 The prices stipulated in the Seller's order confirmation are decisive. The prices are stipulated ex-works, and do not include the cost of packaging, freight, insurance, customs duties or VAT. The VAT payable will be stated separately at the statutory rate applicable on the day the invoice is issued.
- 5.2 To the extent that, between the conclusion of the contract and the fulfilment of the order by the Seller, there is an unacceptable or unforeseen decrease or increase in the costs (such as a change in the price of materials), the Seller has the right to adjust the prices to reflect the new situation without, however, invoicing any additional profit margin. If the agreed price increase exceeds 10%, the Buyer may withdraw from the contract (termination or rescission).
- 5.3 In particular, in the case of a quota system and an ensuing increase in procurement prices, the Seller is entitled to apply a reasonable increase to their prices, in line with the average increase in market prices, for products to be delivered at least two months after conclusion of the contract.

Section 6 Terms of Payment

- 6.1 Unless otherwise stated in writing, all the Seller's invoices shall be settled immediately, without any deduction whatsoever. In the event of failure to pay on the due date, late payment interest and compensation (at least equal to 15% of the unpaid amounts) shall be due pursuant to the Belgian law dated 2 August 2002, without prior formal notice.
- 6.2 Bills of exchange and cheques are only accepted after express written agreement and only as payment. Any discount fees and other costs in respect of a bill of exchange or cheque shall be borne by the Buyer. The Seller's rights under Section 10 below remain unaffected until all claims under bills of exchange have been settled in full.
- 6.3 The Seller is entitled to set off payments from the Buyer against the Buyer's oldest debt first. If costs and interest have already accrued, the Seller is entitled to set off the payment against the costs first, then towards interest, and finally towards the principal claim.

Section 7 Set-off and Retention

The Buyer is not authorised to set off amounts payable to the Seller unless these are uncontested or recognised with final and binding effect. The Buyer may only exercise a right of retention if their claim results from the same contractual relationship.

Section 8 Time and Scope of Delivery, Reservation of Timely Supply to the Seller, Delay in Delivery

- 8.1 Any agreements in relation to delivery periods and delivery dates must be made in writing. Delivery periods and times are not binding, unless expressly agreed otherwise. The delivery period shall run from the date that the order confirmation is sent by the Seller, and only after full transfer of all the documents, authorisations and validations that the Buyer must procure the response to all questions and the receipt of the agreed advance payment. Compliance with the delivery date or period is subject to the orderly and timely fulfilment of the Buyer's other obligations. The delivery period is deemed to have been complied with when the products leave the factory before that period expires or when the Seller has informed the Buyer that the products are ready for dispatch. Compliance with the agreed delivery dates and periods are subject to the orderly and timely delivery to the Seller by its own suppliers.
- 8.2 Partial deliveries are permitted. If necessary, for technical reasons in production, the Seller reserves the right to make excess or short deliveries of up to 5% of the quantity of products ordered. There will be no refund for any shortages.
- 8.3 In the event of a delay in delivery, the Buyer may only request rescission of the contract after serving notice to the Seller and giving the Seller a final deadline to make the delivery.

Section 9 Passing of Risk / Dispatch

- 9.1 In cases where the products are shipped, the risk of accidental loss and deterioration of the products shall pass to the Buyer when they are handed over to the carrier or to the person commissioned with carrying out shipment. This also applies when part deliveries are made or when shipment "freight paid" or at no cost to the Buyer has been agreed upon. In the absence of written instructions from the Buyer, the Seller will choose the carrier and the itinerary. At the request and expense of the Buyer, the Seller will take out a transport insurance policy to insure the products against the risks specified by the Buyer.
- 9.2 If there is a delay in delivery for reasons for which the Buyer is accountable, the risk passes to the Buyer from the day on which the Seller was able to deliver.
- 9.3 If the Seller chooses the manner of delivery, the itinerary, or the person to carry out the shipment, the Seller is liable solely for wilful misconduct and gross negligence in this choice.

Section 10 Retention of Title

- 10.1 Title of the products delivered remains with the Seller until full payment of their price, including VAT and other duties, without prejudice to the passing of risks to the Buyer, under the terms of Section 9 concerning delivery of products to the Buyer. The Buyer is required to treat the products subject of this retention-of-title clause with the utmost care during the validity of this clause. In particular, the Buyer is required to take out, at their own expense, adequate insurance against fire, water damage and theft, to cover the replacement value of the products. The Buyer hereby assigns all rights to compensation from this insurance to the Seller, who hereby accepts this. If such assignment is not permitted by law, the Buyer shall irrevocably instruct their insurer to make all payments to the Seller exclusively. All the Seller's other rights remain unaffected. The Buyer shall supply the Seller with proof of insurance on request.
- 10.2 The Buyer may only sell the products covered by this retention-of-title clause in the normal course of their business. The Buyer is not authorised to pledge the products covered by this retention-of-title clause, or to use the products as collateral, or take any other measure likely to undermine the Seller's right of ownership. In the event of seizure or other intervention by third parties, the Buyer shall notify the Seller in writing, without delay, and provide all the relevant information. Moreover, the Buyer shall inform the third party of the Seller's right of ownership and assist the Seller in every way possible to protect the products covered by this retention-of-title clause. The Buyer bears all the costs for which they are liable and which are required to counter the intervention and to recover the products, to the extent that these costs cannot be recovered from the third party.
- 10.3 The Buyer hereby assigns to the Seller the claims resulting from resale of the products along with all ancillary rights, regardless of whether the products covered by this retention-of-title clause are resold before or after processing. The Seller hereby accepts this. If such assignment is not permitted by law, the Buyer hereby irrevocably instructs the third party debtor to make payments, where applicable, to the benefit of the Seller only. Subject to revocation, the Buyer is entrusted to collect, on the Seller's behalf, any claims assigned to the Seller. All sums collected shall be immediately passed on to the Seller. The Seller may revoke the authorisation for the Buyer to collect these claims and the Buyer's right to resell in the event that the Buyer fails to satisfy their payment obligations to the Seller, if the Buyer falls behind with payment or ceases to pay, or if a court-ordered liquidation of the Buyer's assets is put forward. The resale of these claims is subject to prior agreement from the Seller. The Buyer's authorisation to collect claims expires on notification of the assignment to the third party debtor. In the event of revocation of the authorisation to collect, the Seller may ask the Buyer to disclose information on all the claims assigned and the respective debtors, to provide all the information required to collect, to provide the related documents and inform the debtors of the assignment.
- 10.4 If the Buyer fails to pay, the Seller is entitled to terminate the contract, with its other rights remaining unaffected. They Buyer shall immediately grant the Seller, or any third party commissioned by the Seller, access to the products covered by this retention-of-title clause, and return them. After informing the Buyer, the Seller may also use the products subject of this retention-of-title clause to support their claim against the Buyer.

Section 11 Defect Warranty ("garantie des vices"), Restriction on Use, Liability

- 11.1 The Seller warrants that the products delivered have the characteristics specified in writing by the manufacturer or defined by mutual agreement in the form of verifiable technical parameters. The products supplied are

intended solely for the purposes specified by their manufacturer. These purposes do not normally include the use of the products in life-saving or life-supporting or military systems or other purposes where a failure of the products can, upon reasonable assessment, lead to death, bodily injury or damage to health, or to an extraordinarily high material loss. Only the specifications in the manufacturers' data sheets shall be deemed an agreed quality. The Buyer is solely liable for the fitness and safety of the products for the applications used by the Buyer. The Seller gives no guarantee whatsoever in relation to the quality or durability of the products.

- 11.2 If the Seller alters the products to be supplied on the Buyer's request (e.g., if the Seller bends or cuts, de-reels or rewinds connections), the measures set out in Section 11.1 shall apply by analogy. In this case, the Seller undertakes to process the products with due care, in accordance with the Buyer's specification, as agreed upon in writing, though the Seller shall not be liable for any impact of this processing on the functioning of the products.
- 11.3 The benefit of the defect warranty assumes that the Buyer inspects the products on receipt and that they notify the Seller, in writing, of any defects, no later than two weeks after receipt of the products. The Buyer shall inform the Seller of any non-apparent (latent) defects without undue delay after they have become apparent. The Buyer shall describe the defects in writing in the claim submitted to the Seller. The Buyer is required to send the products, at their expense, to the Seller for examination of the defects. The Buyer shall make sure that the carrier takes all necessary measures to ensure that the relevant documentation is complete.
- 11.4 If the Seller delivers the products in lots that allow a statistical receiving quality inspection according to the rules customary in this respect, the Buyer shall proceed with such inspection within the framework of the checks carried out on receipt of products. The inspection conditions and criteria are set out in the relevant standard documents. Any lot accepted during this inspection is deemed to be free from defects. Any lot rejected shall be replaced by the Seller with a lot free from defects, in exchange for the return of the complete lot in which the defects were discovered. The Seller is otherwise authorised to replace the defective parts in the refused lots with compliant parts, after consultation with the Buyer.
- 11.5 If the products are defective, the Seller shall (at their option) repair the items to remove defects, or supply products free from defects. If the defect is repaired, the Seller undertakes to bear all the costs, in particular transport and routing costs and the cost of labour and materials, as long as these costs do not entail any additional costs for the shipping of products to a place other than the original delivery address. In this case, the cost of labour and materials for the Seller will be calculated on the basis of the cost price of the products.
- 11.6 If the Seller refuses or is unable to proceed with repair, the Buyer may (at their option) ask for rescission of the contract or a reduction in the sales price. The same applies if repair is unsuccessful, is unacceptable to the Buyer, or if it goes beyond a reasonable time period for reasons for which the Seller is accountable.
- 11.7 The Buyer's right to rescind the sale is not applicable if the Buyer is unable to return the goods received, and that this inability is not due to reasons for which the Seller is accountable, or if the defect has only become apparent during handling or processing of the products. Likewise, the right to rescind the sale is not applicable where the Seller is not accountable for the defect or where special items were delivered.
- 11.8 Natural wear, improper handling, alterations or repairs to the products carried out by the Buyer or third parties shall not activate the defect warranty. The same rule applies to defects that are attributable to the Buyer or to a cause other than the original defect.
- 11.9 The Buyer may only return the defective products for repair if they have obtained written agreement from the Seller, in accordance with the regulations that apply in this field (RMA procedure). The risk of accidental loss or deterioration of the products is only transferred once the products have been accepted by the Seller at their head office. The Seller is entitled to refuse any returns for which they have not issued an RMA number.
- 11.10 Other than the obligations stated above, the Seller excludes any other liability, either express or implied, in respect to the merchantability or fitness for a particular purpose of the products supplied.
- 11.11 The limitation of the Seller's liability also applies to damages or loss resulting from death, bodily injury or damage to health, even in the event of gross negligence by the Seller with, nonetheless, the exception of wilful misconduct by the Seller.
- 11.12 The Seller is under no circumstances liable to the Buyer for indirect damage including, but not limited to, loss of profit, loss of time, loss of anticipated savings, loss of data, improper data use, and costs and expenses of all kinds.
- 11.13 The Seller's liability for direct damage resulting from the breach of an essential contractual obligation may under no circumstances exceed €50,000.
- 11.14 The limitation period for claims from the Buyer on the basis of a defect is one year. This limitation period also applies to legal actions brought for criminal liability based a product defect. The limitation period runs as from the day of delivery of the products. The Seller's unlimited liability for damages or loss resulting from the breach of an express warranty, or from wilful misconduct, remains intact. The Seller's position taken with regard to a defect warranty invoked by the Buyer does not constitute the start of negotiations over the warranty or circumstances invoking the warranty, if the said warranty has been refused in full or in part.

Section 12 Product liability

- 12.1 The Buyer may not modify the products. In particular, the Buyer may not modify or remove warning labels about risks resulting from improper use of the products. If this obligation is breached, the Buyer shall defend the Seller in their internal report, and shall indemnify the Seller in full and hold the Seller harmless from and against product liability claims brought by third parties to the extent that the Buyer is responsible for the defect giving rise to liability.
- 12.2 If a defect of the products causes the Seller to initiate a product recall or to issue a product warning, the Buyer shall assist the Seller and shall take all measures deemed acceptable ordered by the Seller. The Buyer undertakes to bear the cost of the product recall or product warning to the extent that the

Buyer is responsible for the defect and the damage sustained. All other claims of the Seller remain unaffected.

- 12.3 The Buyer shall inform the Seller without undue delay of any risks in the use of the products and possible defects of which the Buyer becomes aware.

Section 13 Force majeure

- 13.1 When, in the event of a force majeure event, the Seller is prevented from fulfilling their contractual obligations, in particular delivering products, the Seller shall be released from the obligation to provide the service for the duration of the event plus a reasonable start-up time, with no requirement to pay damages to the Buyer. The same applies if, for reasons that are unforeseeable and for which the Seller is not responsible (in particular labour conflicts, administrative measures, energy shortages, impediments or failure to comply with contractual obligations by one of the Seller's subcontractors, suppliers or manufacturers, or significant disturbance in the Seller's company, or in the company of one of the Seller's subcontractors, suppliers or manufacturers), fulfilment of the Seller's obligations is unacceptably difficult or temporarily impossible.
- 13.2 The Seller is entitled to request rescission of the contract if the force majeure event lasts more than four months and the Seller is no longer interested in fulfilling the contract after this event. At the Buyer's request, the Seller shall indicate, within a given period, whether or not the Seller intends to exercise its right to rescission or deliver the products within a reasonable period.
- 13.3 The obligation to pay a sum of money shall remain unaffected by a case of force majeure.

Section 14 Intellectual and industrial property rights

- 14.1 If a delivery comprises software or other intellectual property, such software or other intellectual property will be provided to the Buyer subject to a copyright and user license, the terms and conditions of which can be gathered from the license agreement accompanying the software or other intellectual property. These conditions grant no rights or license to use such software or other intellectual property in any manner, or for any purpose, not expressly permitted in the license agreement.
- 14.2 Unless otherwise agreed, the Seller shall carry out the delivery free of industrial and intellectual property rights belonging to third parties only in the country where the place of delivery is located.

Section 15 Manufacturer Reporting, Data Protection

- 15.1 The Buyer agrees to the processing of data on the Buyer such as sales prices and quantities, as well as names and addresses, by the Seller within the framework of the periodical reporting to manufacturers/suppliers, who may be located abroad.
- 15.2 The Buyer agrees to the storing and processing of the collected buyer-related data by the Seller for the verification of the Buyer's creditworthiness, or to such data being disclosed by the Seller to the credit insurance company commissioned by the Seller

Section 16 Export and Export Control

- 16.1 The products supplied are intended to remain in the country of delivery agreed on with the Buyer. The Buyer is forbidden from exporting products subject to embargo provisions.
- 16.2 The products supplied are subject to German, European and American export controls and embargo provisions. It is the Buyer's responsibility to inform themselves of the relevant export and/or import provisions or restrictions and to obtain according permits, if necessary.
- 16.3 The Buyer will impose the same obligations on their customers.

Section 17 Final Provisions

- 17.1 The Buyer may only transfer their rights and obligations to third parties subject to written consent from the Seller.
- 17.2 The court of the Seller's registered office has authority to settle disputes arising out of the commercial relationship between the Seller and the Buyer. The Seller is also entitled to bring an action against the Buyer at their registered office or in any other competent court.
- 17.3 The legal relationships between the Seller and the Buyer shall be governed by the law of Belgium, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.4 If one of the provisions in these General Terms of Sale is or becomes invalid or unenforceable, in whole or in part, or if these General Terms of Sale contain shortcomings, the validity of the other provisions shall remain unaffected. The valid or enforceable regulations that come closest to the invalid or unenforceable provision shall be applied instead of that invalid or unenforceable provision. In the event of a shortcoming, the provision corresponding to what would have been agreed along the lines of these General Terms of Sale, had the parties taken it into account from the outset, is deemed valid.