

General Terms and Conditions of Fischer Connectors, Inc.

1. Definitions

- 1.1. "FC INC." means Fischer Connectors, Inc., a corporation located in the State of Georgia, USA.
- 1.2. "Order Confirmation / Acknowledgement" means the written confirmation by FC INC. to the Purchaser of the contract for sale by FC INC. of goods to the Purchaser.
- 1.3. "Purchase Order" means any purchase order received from the Purchaser by FC INC. for goods of FC INC.
- 1.4. "Purchaser" means the legal entity or individual that purchases the goods from FC INC.

2. Application of these General Terms and Conditions

- 2.1. These General Terms and Conditions are the only terms and conditions governing the transaction and are a part of any quotation or other offer from FC INC., any Purchase Order and any Order Confirmation / Acknowledgement and shall form an integral part of all contracts between the Purchaser and FC INC. However, if a written contract signed by both Parties is in existence covering the sale of the goods covered hereby, the terms and conditions of such contract shall prevail, to the extent they are inconsistent with these General Terms and Conditions.
- 2.2. The Purchaser shall carefully review the Order Confirmation / Acknowledgement and shall inform FC INC. immediately of any error or anomaly within three days of its receipt. FC INC. shall be entitled after that time to rely on the accuracy of the Order Confirmation / Acknowledgement. The Purchaser acknowledges that it has read these General Terms and Conditions, either as received from FC INC. or as on FC INC.'s website, before ordering FC INC.'s goods, and has expressly and unconditionally accepted these General Terms and Conditions.
- 2.3. THESE GENERAL TERMS AND CONDITIONS AND THE DOCUMENTS, IF ANY, WHICH ARE INCORPORATED INTO THE ORDER CONFIRMATION / ACKNOWLEDGEMENT, COMPRISE THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS, AND WARRANTIES, AND COMMUNICATIONS, WHETHER WRITTEN OR ORAL. THESE GENERAL TERMS AND CONDITIONS SHALL PREVAIL OVER ANY OF THE PURCHASER'S GENERAL TERMS AND CONDITIONS, EVEN IF THE PURCHASER'S TERMS AND CONDITIONS HAVE BEEN SUBMITTED TO FC INC. BY THE PURCHASER WHEN PLACING ITS PURCHASE ORDER OR AT ANY OTHER TIME.
- 2.4. Acceptance by FC INC. of a Purchase Order, or FC INC.'s commencing performance, is not an acceptance by FC INC. of any of the Purchaser's terms or conditions, and does not serve to supplement, modify or amend these General Terms and Conditions.

3. Offers, advertising materials, leaflets, prospectus, catalogues

- 3.1. Unless expressly provided in writing otherwise, any technical data (such as might be included in, but not limited to, technical documents, specifications, drawings, descriptions, samples or reproductions) provided to the Purchaser by FC INC. in any FC INC. documents, (such as but not limited to any FC INC. offers, advertising materials, leaflets, prospectus or catalogues), in hardcopy or electronic form (including but not limited to all technical data available on the website www.fischerconnectors.com and associated websites) shall not be part of the contract. Such data is only exemplary, and may not be relied upon for accuracy, completeness, or suitability for a particular application. In no event may FC INC. be bound by or liable (including in case of errors) for any technical data contained in any FC INC. documents, such as any FC INC. offers, advertising materials, leaflets, prospectus or catalogues, in hardcopy or electronic form (including but not limited to all technical data available on the website www.fischerconnectors.com and associated websites), unless such technical data is expressly warranted separately and particularly by FC INC. to the Purchaser and expressly included in the contract.
- 3.2. The period of validity of any FC INC. offer shall be indicated in the offer itself.

4. Purchase Orders

- 4.1. All Purchase Orders received by FC INC. from the Purchaser are subject to review by FC INC. FC INC. reserves the right to reject all or any portion of any Purchase Order.
- 4.2. The contract between the Purchaser and FC INC. shall be deemed entered into only upon FC INC.'s sending an Order Confirmation / Acknowledgement to the Purchaser.

5. Purchase prices

- 5.1. Unless expressly agreed otherwise, all purchase prices are expressed in USD (United States dollars) exclusive of delivery costs and responsibilities for taxes.
- 5.2. Unless expressly agreed otherwise, all prices are expressed as Ex-Works (EXW, Incoterms 2010), inclusive only of packing costs, and without any deduction or other credit. All incidental expenses (such as but not limited to blocking or bracing, insurance, freight or forwarding charges, export or import licences or fees, other authorizations and certifications) shall be borne by the Purchaser. The Purchaser shall also be responsible for the payment of all taxes, levies, customs duties and other charges.
- 5.3. All prices shall be fixed, provided that there is no increase in the manufacturing costs, including cost of materials and labor. Such increases shall be reflected in adjustments to prices, to be made by FC INC. any time before delivery of the Order Confirmation / Acknowledgement, and in the case of precious metals, by notice to the Purchaser after the Order Confirmation / Acknowledgement, and in accord with industry practice.

6. Conditions of payment

- 6.1. All invoices from FC INC. shall be payable by the Purchaser within 30 days from the date of the invoice, unless otherwise expressly agreed and indicated in the invoice and the Order Confirmation / Acknowledgement.
- 6.2. All invoice amounts due from the Purchaser to FC INC. shall be paid in full, without any set off, deduction or withholding for any purpose, including but not limited to, counter-claims, taxes, duties or other charges. Any bank charges shall be borne by the Purchaser.
- 6.3. If the invoice is not settled within the payment terms, and after a reminder from FC INC., FC INC. shall be entitled to claim from the Purchaser payment of simple interest of 9% per annum. Interest shall accrue daily from the date the payment was due and be compounded monthly. The Purchaser shall reimburse FC INC. for all costs incurred in collecting any late payment, including, without limitation, any reasonable legal fees. FC INC. may, among its additional remedies, suspend performance of further deliveries of products in the event of a delay in payment by the Purchaser.
- 6.4. FC INC. reserves the right to require the Purchaser to provide payment guarantees in addition to those expressly stipulated by FC INC. in its offer, before sending the Order Confirmation / Acknowledgement to the Purchaser, or after experiencing payment delays.
- 6.5. FC INC. may accept any check or tender of payment as partial payment of sums due without entering into an accord and satisfaction, without any waiver, and without prejudice to FC INC.'s right to full payment of the remainder due or to become due hereunder, notwithstanding any terms or conditions endorsed on, or stated in, any communication related to, such check or tender. FC INC. may apply any payment tendered by the Purchaser to any amount owed to FC INC. by the Purchaser, whether under disagreement or otherwise.

7. Transfer of ownership, reservation of title, right to repossess the goods

- 7.1. Ownership of goods delivered to the Purchaser shall be transferred to the Purchaser upon full payment of the purchase price. The Purchaser shall cooperate in any actions to be taken for safeguarding the title of FC INC. until full payment of the purchase price. In addition, as collateral security for the payment of the purchase price, the Purchaser hereby grants to FC INC. a lien on and security interest in and to all of the right, title and interest of, the Purchaser in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Georgia Uniform Commercial Code. The Purchaser authorizes FC INC. to file any notice of its interest in the goods as is allowed by law.
- 7.2. If the full purchase price is not paid, FC INC. shall be entitled to stop its performance of the contract and obtain possession of the goods delivered to the Purchaser without any preliminary formalities and independently of any legal proceedings. The Purchaser agrees not to oppose FC INC.'s obtaining possession of the goods. Any expenses incurred by FC INC. to gain possession and for the repair of any deterioration and/or wear and tear of the goods shall be entirely borne by the Purchaser.

8. Delivery periods

- 8.1. Delivery targets shall be in accord with the Order Confirmation / Acknowledgement, and except as expressly agreed otherwise therein, are merely projections and not strict commitments.
- 8.2. The delivery targets shall be measured beginning from the later of the date of that Order Confirmation / Acknowledgement or the date of completion of all official formalities (e.g. authorizations to import and make payment), all requirements necessary for installation and safety, and settlement of the main technical issues.
- 8.3. FC INC. shall be discharged from any commitment relating to delivery periods indicated in the Order Confirmation / Acknowledgement in the event of a force majeure (such as, without limitation, natural phenomena, epidemic, mobilization, war, riot), disruption within FC INC. (such as, without limitation, accidents, industrial disputes, delayed or defective deliveries of raw materials), or any other circumstances beyond FC INC.'s control. Delivery periods shall be extended in such cases, commensurate with such delay.
- 8.4. Any delay in delivery shall not grant the Purchaser any right to payment of financial penalties and/or any resulting direct, indirect or consequential damages or the right to terminate or withdraw from the contract with FC INC., even if FC INC. has been advised specifically of potential adversity. FC INC. shall inform the Purchaser of any delivery delays in writing as soon as possible.
- 8.5. FC INC. may, in its sole discretion, without liability or penalty, make partial shipment of goods to the Purchaser. Each shipment will constitute a separate sale, and the Purchaser shall pay for the items shipped whether such shipment is in whole or partial fulfilment of the Purchaser's order.

9. Delivery of products, inspection and rejection of defaulting products

- 9.1. Delivery of goods to the Purchaser is considered as complete once the goods have been made available to Purchaser at FC INC.'s facility (Ex-Works, Incoterms 2010).
- 9.2. Delivery is made at the Purchaser's risk and expense (Ex-Works, Incoterms 2010), unless expressly agreed otherwise and indicated in the Order Confirmation / Acknowledgement. At the written request of the Purchaser, FC INC. may agree to (i) obtain freight insurance on the goods, and (ii) select an appropriate method of forwarding and routing the goods. Any resulting costs shall be invoiced to the Purchaser, and

General Terms and Conditions of Fischer Connectors, Inc.

- the arrangements are not guaranteed to be the least costly nor most efficient or effective.
- 9.3. The quantity of any shipment of goods as recorded by FC INC. on dispatch from FC INC.'s place of shipment is conclusive evidence of the quantity received by Purchaser, unless the Purchaser can provide sufficient evidence proving the contrary. The Purchaser shall check the delivered goods on receipt. Before signing for receipt of the goods, the Purchaser shall indicate on the receipt any missing or damaged items.
- 9.4. The Purchaser shall notify FC INC., in writing, of any apparent non-conformance within eight (8) days following acceptance of the delivery, and shall enclosed a copy of the receipt with the detailed notice. In the absence of a notice of non-conformance from the Purchaser within this deadline, the goods shall be deemed accepted by the Purchaser. Any liability of FC INC. for non-delivery of goods is limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered.
- 9.5. Latent defects shall be reported by the Purchaser in a written detailed notice immediately after discovery of the defect(s) and within the warranty period (article 11 below), failing which FC INC. may elect to decline all warranty or related liability.
- 10. Transfer of benefits and risks**
- 10.1. The benefits and risks shall pass to the Purchaser at the moment the delivery of the goods is complete, i.e. when the goods are made available to Purchaser at FC INC.'s facility (article 9.1 above).
- 10.2. If delivery is postponed at the Purchaser's request, or delayed for any reason beyond FC INC.'s control, the benefits and risks shall pass to the Purchaser at the time the goods are made available to the Purchaser at FC INC.'s facility. From this moment until the Purchaser picks them up or otherwise obtains them, the goods may be stored by FC INC. for the account of the Purchaser, but shall in any event be at the risk and expense of the Purchaser.
- 11. Warranty**
- 11.1. THE WARRANTY PERIOD FOR THE GOODS IS 12 MONTHS, STARTING WHEN THE GOODS ARE MADE AVAILABLE TO THE PURCHASER AT FC INC.'S FACILITY. In the event of any claim by the Purchaser regarding the quality of any of the goods delivered, such item must be promptly offered to FC INC. for examination. FC INC. shall have no obligation to replace or provide credit for items claimed to be defective unless FC INC. receives representative samples of the item and is provided an opportunity to examine the item at a place convenient to FC INC. The Purchaser's right to reject goods shall at all times be limited to that portion of the goods actually defective. No item may be returned without FC INC.'s prior written authorization and returned material authorization number. All items for return must be freight prepaid by the Purchaser.
- 11.2. The warranty shall be void if the Purchaser or any third party carries out modifications or repairs on the goods without the prior written agreement of FC INC., or if the Purchaser does not immediately take suitable measures to mitigate damage, or does not permit FC INC. to rectify the defect.
- 11.3. FC INC. warrants that at the time of delivery the goods sold hereunder shall be free from defects in materials and workmanship and shall conform to FC INC.'s specifications and, if applicable, the acceptance criteria to which FC INC. has agreed in writing. The Purchaser retains sole responsibility for determining whether the goods are fit for the intended use, and for suitability of qualification and acceptance criteria. At the written request of the Purchaser and at FC INC.'s option, FC INC. shall promptly repair or replace all parts of such goods. Replaced parts shall be the property of FC INC. In lieu of repair or replacement, FC INC. may choose to provide refund or invoice credit to the Purchaser for the purchase price of defective or non-compliant items.
- 11.4. THE ONLY WARRANTIES OF GOODS ARE THIS WARRANTY AND THOSE EXPRESSLY SPECIFIED IN THE ORDER CONFIRMATION / ACKNOWLEDGEMENT OR WHICH ARE SPECIFICATIONS EXPRESSLY GUARANTEED. UNLESS EXPRESSLY AGREED OTHERWISE, FC INC. HEREBY DISCLAIMS FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE, EVEN IF INFORMED OF A PURPOSE BY THE PURCHASER, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.
- 11.5. For the remedy of repair or replacement, FC INC. shall only be liable for expenses resulting from the repair or replacement of defective parts in FC INC.'s workshops. If such parts cannot be replaced or repaired in FC INC.'s workshops for reasons beyond FC INC.'s control, any additional expenses of repair or replacement shall be borne by the Purchaser.
- 11.6. Excluded from FC INC. responsibility are damages to the goods which are not due to substandard materials or manufacturing defects, such as but not limited to damages due to natural wear and tear, insufficient or inappropriate maintenance (including but not limited to failure to maintain the goods according to FC INC.'s instructions), chemical or electrolytic influences, defective wiring work or installation, improper storage conditions, defective operations resulting from non-compliance with FC INC.'s instructions, or damages due to other causes not attributable to FC INC. or beyond FC INC.'s control. FC INC. shall not be liable for damages to the goods resulting from assembly, installation or testing performed by the Purchaser or any third party upon the Purchaser's request, or damages due to other action or process performed on the goods by the Purchaser or any third party upon the Purchaser's request which fails to comply with FC INC.'s instructions or which are otherwise beyond FC INC.'s control. FC INC. shall not be liable for any defect or failure of goods which operate in accordance with specifications, illustrations, descriptions or other particulars, due to combination or use of the goods with any incompatible equipment or product of the Purchaser or a third party.
- 11.7. FC INC. shall not be liable for defects, lack of sufficiency, lack of fitness for particular purpose or lack of quality, of FC INC. custom connectors or cable assemblies to the extent attributable to the Purchaser's instructions, specification or other directions.
- 11.8. If the Purchaser provides to FC INC. elements not manufactured by FC INC. for the provision by FC INC. to the Purchaser of custom connectors or cable assembly solutions, these elements shall be delivered to FC INC.'s factory without cost to FC INC. and at the Purchaser's full risk. In no event may FC INC. be liable if such elements are not delivered in time, in sufficient quantity or in an acceptable condition. In no event may FC INC. be liable for the technical performance or function, quality deficiency or any other defects of such elements. FC INC. reserves the right to refuse to use such elements if they do not meet FC INC.'s quality requirements and standards. In such cases the Purchaser shall indemnify FC INC. for any related additional costs FC INC. may incur or any damages caused to FC INC.
- The Purchaser shall be liable for breach of any intellectual property rights or other rights of third parties relating to such elements provided by the Purchaser to FC INC. The Purchaser shall fully indemnify FC INC. for any damages (including legal fees) due to any claim of any third party in relation to elements provided by the Purchaser to FC INC.
- 11.9. THE PURCHASER ACKNOWLEDGES AND AGREES THAT REMEDIES SET OUT IN THIS ARTICLE 11 ARE THE PURCHASER'S EXCLUSIVE REMEDIES AND THE SOLE MEASURE OF RECOVERABLE DAMAGE FOR WARRANTY CLAIMS.
- 12. Limitation of liability**
- 12.1. SELLER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFIT, THAT ARISE FROM OR ARE RELATED TO ANY ALLEGED DEFECT, MISREPRESENTATION OR NEGLIGENCE, WHETHER UNDER LEGAL THEORY OF STRICT LIABILITY, BREACH OF WARRANTY, INDEMNITY, OR ANY OTHER LEGAL THEORY, ARISING FROM OR RELATED TO THE USE OR HANDLING OF THE GOODS OR THEIR PERFORMANCE. FC INC. SHALL NOT BE LIABLE FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM DELIVERY DELAY, WHETHER OR NOT ARISING FROM FC INC.'S NEGLIGENCE OR FROM TRANSIT LOSS OR DAMAGE.
- 12.2. TO ALL EXTENT PERMITTED BY APPLICABLE LAW, THE DAMAGES ARISING FROM FC INC.'S LIABILITY UNDER ANY AND ALL CLAIMS SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH SUCH LIABILITY IS CLAIMED. FOR PURPOSES OF THIS ARTICLE 12, FC INC. SHALL INCLUDE FC INC.'S AFFILIATES, INCLUDING BUT NOT LIMITED TO ITS PARENT COMPANY, FISCHER CONNECTORS, S.A., A COMPANY LIMITED BY SHARES OF SWITZERLAND.
- 12.3. In no event may FC INC. be liable for any consequential or indirect losses or damages of any kind, including without limitation loss of profits, loss of production, loss of benefits, loss of orders or increased operational costs, even if such damages or losses were foreseeable or contemplated by the parties.
- 12.4. FC INC. shall not be liable for any failure to perform its obligations hereunder or under the contract with the Purchaser due to circumstances beyond its reasonable control (force majeure event), including any impediments arising out of local or international foreign trade and custom requirements or any embargos or other sanctions (such as, among others, export control provisions).
- 13. Technical reservation**
- 13.1. Except as agreed otherwise with the Purchaser, the goods shall be designed to comply with the rules, regulations and standards in force in Switzerland. Except as agreed expressly and in writing otherwise with the Purchaser, in no event may FC INC. be liable for breach of any rules, regulations or standards applicable in another jurisdiction, especially, but without limitation, in the Purchaser's country of domicile or the country of domicile of the Purchaser's customers, even if FC INC. is aware of the possible use of the goods in those, or in other jurisdictions.
- 13.2. If the form, fitness, and functionality of changed goods is at least equivalent to the prior goods, and unless expressly agreed otherwise with the Purchaser, FC INC. shall be free to make any change at any time and at its entire discretion to its goods, manufacturing processes and methods, testing, quality control and assurance processes, system and status, procedures, input, policy, materials, specifications, packaging, labelling, software, environment conditions, equipment, manufacturing site, subcontractors, third party suppliers, and/or third party service providers without having to inform, notify or get the approval of the Purchaser. Except as agreed expressly and in writing otherwise with Purchaser, in no event may FC INC. have to comply with, and be liable for breach of, any law, rules or regulations applicable to the Purchaser using goods supplied by FC INC. for its own products, services, or for any other purpose.
- 13.3. Unless expressly agreed otherwise with the Purchaser, FC INC. shall be entitled to unilaterally amend the technical specifications of the goods indicated in the Order Confirmation / Acknowledgement, provided that such amendments do not trigger any increase of the purchase price indicated in the Order Confirmation / Acknowledgement, and the form, fitness, and functionality of such goods is at least equivalent to those of the goods initially ordered.
- 14. Intellectual property**
- 14.1. All technical data communicated to the Purchaser shall remain the intellectual property of FC INC., or of another company belonging to FC INC.'s group as the case may be, and may not be reproduced nor copied, communicated to third parties nor used in any way whatsoever without prior written authorization by FC INC.

General Terms and Conditions of Fischer Connectors, Inc.

15. Jurisdiction, applicable law

- 15.1. Any dispute or controversy arising out of or in connection with any contract between FC INC. and the Purchaser, including the validity, breach or termination thereof, SHALL BE SUBMITTED TO THE JURISDICTION OF THE COMPETENT UNITED STATES COURTS IN THE NORTHERN DISTRICT OF GEORGIA AND IF NOT SO ACCEPTED BY SUCH COURTS, TO THE COURTS OF FULTON COUNTY, GEORGIA, AND IF ELIGIBLE THERE, TO THEIR BUSINESS COURT.
- 15.2. Any contractual relationship between the Purchaser and FC INC. and any Purchase Order shall be governed by THE SUBSTANTIVE LAW OF THE STATE OF GEORGIA, USA, WITHOUT REFERENCE TO ITS CONFLICT OF LAW RULES. The United Nations Convention on contracts for the international sale of goods of 11 April 1980 (known as the Vienna Sale of Goods Convention) shall not apply and is expressly excluded.