

General terms and conditions of the Schoeller Electronics Systems GmbH

1. Contents, validity and modifications of the GTC

- 1.1 Supplies and services (hereinafter called: supplies) of the Schoeller Electronics Systems GmbH and its associated companies (hereinafter referred to as: "company") shall solely be conducted acc. to the respective valid general conditions of supply for products and services of the electrical industry (hereinafter referred to as: "ZVEI conditions"), completed by the following additional conditions of the company (hereinafter in common referred to as: "terms and conditions") in the respective valid wording. The wording of the ZVEI conditions can be requested from the company or can be downloaded from the internet under <http://www.zvei.de>.
- 1.2 By accepting an offer, an order confirmation, by placing an order or accepting supplies from the company, the purchaser accepts that the terms and conditions in the respective valid wording will be valid for also further supplies of the company.
- 1.3 Deviating agreements or deviating conditions of a purchaser are only valid, when they are explicitly agreed on in writing. This also applies for this definition of the written form itself and also then when the company delivers its supplies without reservation knowing that the terms and conditions are in contrast or deviation from the terms and conditions of the purchaser. Verbal agreements before closing the contract will be replaced by the written contract.
- 1.4 Modifications of terms and conditions will be made known by providing them on the internet pages under ees-pcb.com of the company. Purchasers will be informed about modifications of terms and conditions in writing or by e-mail. The modifications are considered as accepted if not contradicted in writing within 2 weeks after the announcement.
- 1.5 Information to the article supplied (e. g. weights, dimensions, practical values, loading capacity, tolerances and technical data) are only roughly relevant as far as the applications do not require an exact conformity with the defined purpose. They are no guaranteed characteristics but descriptions or criteria of the supplies. Variations common in trade or variations which are caused by legal regulations or represent technical improvements as well as the replacements of components by equivalent parts are allowed provided they do not affect the application for the agreed purpose.
- 1.6 We reserve us 10% under- and overdelivery.

2. Deviations from the ZVEI conditions

- 2.1 The company reserves explicitly the right to assign claims against the purchaser.
- 2.2 In addition to figure II of ZVEI conditions the prices are in Euro ex works plus packing, the legal value-added tax, for export deliveries plus customs as well as charges and other public fees.

- 2.3 The notification of defect acc. to figure VIII 3 of the ZVEI conditions has to take place immediately, latest however, within two weeks at the latest detailing concrete complaints in writing (disqualification period). The period for obvious defects starts with the delivery at the purchaser's, in case of hidden defects this period starts with their discovery. To keep the time-limit it is sufficient to send off the complaint in time.

3. Instructions and product monitoring duty

- 3.1 The purchaser is obliged to carefully observe the company's instructions and to pass on their contents to their customers without any changes in a way which guarantees their attention.
- 3.2 The purchaser is obliged to observe the product instructions and their practical use. The product monitoring duty especially applies to possible unknown harmful characteristics or a usage being hazardous or having hazardous consequences. The company has to be informed immediately about the knowledge obtained. The own duty of product monitoring of the company is not reduced by this.
- 3.3 The regulations acc. to 3.1 and 3.2
- a) also apply in case of composition, mixing, and further processing as well as after effected resale, being in either unprocessed, processed, composed or mixed form.
- b) have to be agreed by the purchaser with his customers provided that they are not consumers and also buy products of the company including forms mentioned under a).
- 3.4 If the purchaser does not fulfil his obligations acc. to fig. 3.1 until 3.3 and should this cause product liability claims against the company the purchaser internally indemnifies the company from these claims, in case of circumstances caused by the company acc. to proportional causation.

4. Retention of Title

Instead of fig. III of the ZVEI conditions the following will be agreed:

- 4.1 The retention of title agreed in the following serves for the security of each and every present and future claim the company has against the purchaser resulting from the business relationship between the both parties.
- 4.2 The goods delivered by the company to the purchaser remain property of the company until all secured claims have been completely paid. The goods as well as the goods superseding acc. to these paragraphs by the goods of retention of title will in the following also be called retained goods.
- 4.3 The purchaser is entitled to process the retained goods in the ordinary course of business. It is agreed that the process takes place for the company as a manufacturer and the company will be the proprietor of the new items. On processing other items not belonging to the company, the company acquires joint property of the new produced items in the proportion of the invoice value of the retained goods to other processed items. In case of composition, mixing on further processing the company will become joint proprietor acc. to legal regulations. Should, however, the property of

the company yet be lost and the purchaser become (joint) proprietor, he will immediately transfer his (joint) property as a security to the company in the proportion of the invoice value of the retained goods to other processed items. In all mentioned cases the purchaser has to store the items in property or joint property of the company free of charge for him.

- 4.4 The purchaser is entitled to resell the retained goods in unprocessed as well as in processed condition in the ordinary course of business. The authorization for resale is automatically cancelled by a fruitless legal enforcement at the purchaser's, upon protest of a check or a draft issued by the purchaser as well as upon filing a petition on opening an insolvency proceedings of the property of the purchaser. Other dispositions of the retained goods, however, especially pledging or using them as a security are not allowed.
- 4.5 In case of resale of the retained goods, the purchaser immediately assigns the claims arising from the resale to the company for security reasons. This is also valid for other claims superseding the retained goods or otherwise result from the retained goods, e. g. insurance claims or claims from actions not allowed upon loss or destruction. So far the company has joint property of the resold items; the assignment takes place proportionally acc. to the portion of joint property of the company.
- 4.6 In the ordinary course of business the purchaser is entitled to call in claims assigned to the company. The company is only allowed to withdraw the direct debit authority in case of realization. Further the company will not use his own direct debit authority as long as the purchaser fulfils his payment obligations – also to third parties – as agreed.
- 4.7 Without any explicit written approval from the company the purchaser is not entitled to discontinue the claim of the company as a current account.
- 4.8 The company is obliged to release securities acc. to his choice when the value of the existing securities exceeds the value of the secured claims of the company by more than 50 %.
- 4.9 When a third party carries on a legal enforcement of the retained goods or other securities of the company, the purchaser will immediately point out the property of the company to the third party and immediately inform the company about the legal execution in order to enable the company to push through his property rights. The intervention costs caused to the company will be charged to the purchaser when the intervention was successful and the legal enforcement has been tried in vain at the third party as a debtor of costs or the failure was in the responsibility of the purchaser.
- 4.10 When the company rescinds the contract in case when the purchaser's conduct is contrary to the agreement (realization) – especially delay in payment - he is entitled to require the retained goods.
- 4.11 If the purchaser is late in payment with outstanding receivable, all left claims against the purchaser become due and payable.
- 4.12 The purchaser has to bear all fees, charges and disbursements which incur in the context of each legally successful assertion of legal rights against him.
- 4.13 The English version of these general terms and conditions shall be for convenience purposes only. In case of any inconsistencies, the German version shall prevail.

5. Supply chain security

Business partners who are acting on my behalf need to ensure the supply chain security as mentioned in the following:

- goods, which are produced, stored, forwarded or carried by order of Authorised Economic Operators (AEO), which are delivered to AEO or which are taken for delivery from AEO
 - are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas
 - are protected against unauthorized interference during production, storage, preparation, loading and transport
- reliable staff is employed for the production, storage, preparation, loading and transport of these goods.

Schoeller Electronics Systems GmbH

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