

GENERAL TERMS AND CONDITIONS OF PURCHASE OF CONNECTORS VERBINDUNGSTECHNIK AG

1. SCOPE

- 1.1 For the delivery of products and the performance of related works or services (the "**Products**") by the supplier (the "**Supplier**") to Connectors Verbindungstechnik AG ("**Connectors**"), these General Terms and Conditions of Purchase (the "**Purchase Terms**") shall apply exclusively.
- 1.2 Other provisions, in particular the Supplier's general terms and conditions, shall not apply, irrespective of whether or not such general terms and conditions have been expressly rejected by Connectors. The Purchase Terms shall also apply exclusively if Connectors, having knowledge of other general terms and conditions, effects contractual performance without reservation.
- 1.3 Any additional or special agreements between Connectors and the Supplier require written form in order to be effective. This also applies to the cancellation of this written form requirement.

2. PURCHASE ORDERS

- 2.1 Purchase orders of Connectors are valid only if made in writing, text form (including fax and e-mail) or through electronic data interchange (EDI) by authorised representatives of Connectors.
- 2.2 Purchase orders of Connectors are to be accepted by the Supplier within one week. Thereafter, Connectors shall no longer be bound by the respective purchase order. As of the second delivery the respective purchase order shall be deemed accepted if the Supplier does not accept such purchase order within one week.
- 2.3 Changes or amendments to a purchase order require Connectors express confirmation in order to be effective. The confirmation is subject to the requirements of Clause 2.1. Connectors may request the Supplier to accept reasonable changes in construction or processing of the Products.
- 2.4 Unless otherwise agreed in writing, no remuneration or reimbursement of costs shall be paid for visits or the drawing-up of cost estimates, project studies or other documents preparatory to the conclusion of a contract.

3. SPECIFICATIONS OF PRODUCTS AND COMPLIANCE WITH REGULATIONS

- 3.1 The Products shall comply with the specifications (e.g. drawings for production material and technical specifications for tools and equipment) and shall be state-of-the-art and fulfil the indicated functions and purposes.
- 3.2 The Supplier shall remain competitive with other suppliers in terms of price, technology, quality or other material terms of supply.
- 3.3 The Supplier guarantees that the Products comply with all applicable statutory laws and regulations, in particular with all regulatory requirements under applicable product safety, environmental and export control laws. The Supplier further guarantees to comply with all applicable anti-corruption laws and shall observe the "NORMA-Group Anti-Corruption and Anti-Money-Laundering Contractual Provisions" (available on www.normagroup.com), as amended from time to time by NORMA
- 3.4 The Supplier guarantees that the Products are free from defects in title (*Rechtsmängel*), and notably free from patent rights, copyrights and other intellectual property rights of third parties in the member states of the European Union and in the agreed country of

destination, and that no patents, copyrights or other intellectual property rights of third parties are infringed, notably by the delivery and the use of the Products. The Supplier shall review and inform Connectors in writing of third party as well as its own patent rights, copyrights and other intellectual property rights.

- 3.5 The Supplier shall observe the "Logistics Quality Requirements for Deliveries of Suppliers to the NORMA-Group" (available on www.normagroup.com), as amended from time to time by NORMA.

4. **QUALITY AND DOCUMENTATION**

- 4.1 The Supplier shall ensure that for the Products only qualified personnel is used.
- 4.2 The Supplier shall ensure that defective Products, as well as other malfunctions or malpractices within the processes of the ordered Products, will be immediately, latest 48 hours after occurred, announced in writing to Connectors. This applies especially for already delivered Products to enable Connectors to take immediate measures or action.
- 4.3 Any changes concerning the specified ordered Products or the related processes are subject to Connectors' prior written approval.
- 4.4 The Supplier shall constantly examine and monitor the quality and specification of the Products. Further the Supplier shall keep corresponding records of the test results available for Connectors.
- 4.5 The Supplier shall ensure, with respect to an audit, that Connectors (as well as customers of Connectors and any authorities) has access to all facilities and documents concerning the placed purchase order.
- 4.6 The Supplier shall archive documents to be filed for ten years and shall secure these documents against unauthorized access and protect against deterioration.

5. **DELIVERY, DELIVERY DATES AND RETENTION OF TITLE**

- 5.1 Unless otherwise agreed in writing, deliveries of the Products shall be made DDP Incoterms© 2010 to the place of delivery specified by Connectors in the purchase order.
- 5.2 Shipment shall be made at the Supplier's risk. The Supplier shall bear the risk of loss, damage or destruction of the Products up to the time of delivery. This shall also apply if the shipment is made at the request of Connectors. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the Supplier shall bear the risk up to the time of acceptance of the works or services by Connectors.
- 5.3 In all transit documents, consignment notes or other delivery documents, invoices and any other correspondence the complete purchase order numbers and any other agreed information shall be stated.
- 5.4 Agreed delivery periods and dates are binding. The date of receipt of the Products at the place of delivery specified by Connectors shall be relevant for adherence to the delivery periods and dates by the Supplier. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of Products, the time of acceptance of the works or services by Connectors shall be relevant.

- 5.5 If circumstances become known to the Supplier as a result of which the delivery periods or dates cannot be adhered to, the Supplier shall inform Connectors thereof immediately in writing, stating the reasons and the probable duration of the delay. This shall not affect the agreed delivery periods and dates. In the case of a supply shortfall or any other shortage on the part of the Supplier, the Supplier shall use its best efforts to preferentially fulfil its supply obligations towards Connectors (e.g. privileged allocation to Connectors).
- 5.6 If the delivery periods or dates cannot be adhered to and unless a substitute delivery date for the Products has been expressly agreed by Connectors, the Supplier's failure to effect the delivery of the Products shall entitle Connectors to cancel the Order without liability to the Supplier, to purchase substitute items or services elsewhere and to recover from the Supplier any loss and additional costs incurred.
- 5.7 In the case of default in delivery the Supplier shall pay to Connectors a contractual penalty (*Verzugspönale*) in the amount of 1% of the delivery value for each completed week of such default, but not exceeding a total of 5% of the delivery value. Connectors may claim additional damages; in this case the contractual penalty is to be accounted against the total damages claim.
- 5.8 Unless otherwise agreed in writing, Connectors will not accept deliveries prior to the agreed delivery periods or dates. Connectors reserves the right to return the Products at the Supplier's expense and risk. If the Products are not returned, they shall be stored by Connectors up to the agreed delivery periods or dates at the Supplier's expense and risk; alternatively, Connectors may already accept deliveries, but the initially agreed terms of payment shall remain unaffected.
- 5.9 Connectors will accept part deliveries only if separately agreed in writing. In such case the Supplier shall indicate in the delivery documents the remaining portion still outstanding including the delivery periods or dates pertaining thereto.
- 5.10 Connectors will accept retention of title to Products ("**Reserved Products**") if requested by the Supplier, provided that such retention of title shall expire upon payment of the purchase price agreed for the individual Reserved Product, and further provided that Connectors shall be authorised by the Supplier to resell, process and rework the Reserved Products in the course of its ordinary business activities.

6. **PRICES AND TERMS OF PAYMENTS**

- 6.1 The agreed prices are fixed prices plus the statutory value-added tax, if applicable, to the extent the latter is stated separately in the invoice. The prices include all charges for delivery, packaging and insurance as well as any duties, charges or levies.
- 6.2 The Supplier shall send auditable invoices in duplicate to the invoice address indicated in the purchase order. Invoices shall not be issued prior to dispatch of the Products and shall not be sent together with the Products.
- 6.3 Invoices will be processed by Connectors only if Connectors' purchase order number is accurately quoted. Inaccurate or incomplete invoices shall be deemed not received until such time as they have been corrected or completed; in this case Connectors will inform the Supplier within a reasonable period.
- 6.4 Unless otherwise agreed in writing, payment shall be made within 14 days of duly delivery of the Products and receipt of the invoice with a discount of 3%. At Connectors' choice, payment shall alternatively be made within 90 days of duly delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the

Products, the payment periods shall not start before the time of acceptance of the works or services by Connectors.

- 6.5 The interest rate in the case of default of payment for remuneration claims shall be 5% per annum.

7. NOTIFICATION OF AND CLAIMS FOR DEFECTS

- 7.1 Defect shall mean any fault in the Products in deviation of the specification and any other improper functioning of the Products. A defect shall be assumed even if the item's usefulness has only been slightly impaired or there is only a slight deviation from the agreed quality. Obvious defects are externally visible defects such as obvious damages in transit as well as obvious deviations of identity and quantity of the Products.

- 7.2 Connectors shall examine the state of the Product as soon as the regular course of business permits, generally speaking within 30 days following receipt and notify the Supplier of all obvious defects in writing. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, obvious defects shall be notified within 30 days of acceptance of the works or services by Connectors. Other than obvious defects shall be notified within 30 days of being discovered.

- 7.3 Should there be a defect, Connectors may, at its choice, demand a rectification of the defect free of charge, a reduction in the price corresponding to the reduced value, rescind the contract, or demand a delivery of substitute goods. Substitute deliveries may, in particular, be effected by exchanging the defective components. Connectors reserves the right to demand compensation in all cases.

The Supplier shall be liable for any follow-up, any pure financial losses or any consequential harm caused by a defect within the period of limitation for compensation for damages or defects, without regard to any fault.

- 7.4 If the Supplier grants a guarantee with respect to certain qualities, which restricts the aforementioned rights of Connectors (e.g. exclusion of repudiation of contract for breach of warranty and reduction of purchase price) the warranty claims of these Purchase Terms shall prevail. If the said guarantee exceeds the rights under these Purchase Terms (e.g. longer guarantee period), the Supplier's guarantee shall apply.

- 7.5 The limitation period for claims for defects shall be 3 years commencing from delivery of the Product unless the Supplier has granted a longer guarantee period. Article 210 of the Swiss Code of Obligations is hereby explicitly excluded.

- 7.6 In the case of serial defects (defects of the same type which occur in at least 5% of the Products delivered), Connectors may reject the entire delivery as defective and assert the above mentioned claims for defects in respect of the entire delivery. Connectors reserves the right to reject the entire delivery for any other quality related reason.

- 7.7 Should the Supplier fail to make subsequent performance within a reasonable period as set by Connectors, Connectors may, at the Supplier's expense, perform itself any acts reasonably required to rectify the defect or have such acts performed by a third party. Connectors may, by way of mitigation of damages, itself rectify at the Supplier's expense defects that are not of a material nature.

- 7.8 The place of subsequent performance (*Erfüllungsort der Nacherfüllung*) shall be the place where the defective Product is currently located in accordance with its usual or agreed function.

7.9 In the case of subsequent performance by way of replacement delivery (*Nachlieferung*), the limitation period shall commence anew from the time of replacement delivery, unless such replacement delivery appears insignificant in light of its volume, duration and costs, or unless Connectors had to assume that, in light of the Supplier's reaction, the Supplier did not consider being obliged to make subsequent performance but rather did so as a gesture of goodwill or for other similar reasons. The same shall apply in the case of rectification (*Nachbesserung*) as far as the same defect or the consequences of a failed rectification are concerned.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Supplier shall hold harmless, indemnify and defend Connectors as well as its affiliates and customers against any third party claims asserted due to an infringement by the Products of patent rights, copyrights or other intellectual property rights. Further claims for defects shall not be affected thereby.

8.2 In the event that the Products infringe patent rights, copyrights or other intellectual property rights of third parties, the Supplier shall use its best efforts to place Connectors in a position to use the Products without infringing such intellectual property rights of third parties.

9. PRODUCT LIABILITY AND LIABILITY FOR REGULATORY REQUIREMENTS

9.1 In the case that claims are asserted against Connectors for infringement of official safety, environmental, export control or anti-corruption laws and regulations or other applicable regulatory requirements as well as national or foreign product liability laws, based on such defects in Connectors' products that are attributable to the delivery of defective Products or based on other acts or omissions attributable to the Supplier, the Supplier shall hold harmless, indemnify and defend Connectors against such claims to the extent that the damage caused originates from the sphere of responsibility or the organisation of the Supplier. This obligation to indemnify and defend shall apply on first demand.

9.2 The Supplier shall reimburse Connectors for all expenses reasonably incurred for recall actions and other damage prevention actions by Connectors or its customers, e.g. public warnings, to the extent that such actions originate from the sphere of responsibility or the organisation of the Supplier. Connectors shall inform the Supplier of the type and scope of any such actions and give the Supplier the opportunity to comment thereon.

9.3 The Supplier shall take out and maintain adequate product liability insurance and insurance coverage for the costs of recall actions and other damage prevention actions. At Connectors request copies of the insurance policies shall be submitted.

10. OBJECTS AND TOOLS OF CONNECTORS

10.1 Connectors shall retain title in any objects made available by Connectors to the Supplier. The processing (*Verarbeitung*) or reworking (*Umbildung*) of such objects by the Supplier shall always be carried out for Connectors.

10.2 Any tools made available by Connectors to the Supplier shall remain the property of Connectors and shall be clearly marked as such by the Supplier. The Supplier shall use such tools exclusively for the manufacture of the Products ordered by Connectors. The Supplier shall provide sufficient insurance for such tools at their replacement value against loss, damage and destruction of such tools. Any incidents shall be notified by the Supplier to Connectors without undue delay in writing.

11. FORECASTS

- 11.1 Unless otherwise agreed in writing, Connectors may inform the Supplier on a regular basis of the updated expected supply requirements for the Products for the following months. Such forecast shall be binding purchase orders for the Products only to the extent designated by Connectors.
- 11.2 Connectors may place additional short-term purchase orders if further Products are needed in addition to the quantities set out in the forecast. The Supplier shall always use its best efforts to meet the supply requirements of Connectors.
- 11.3 Clauses 2.1 and 2.2 shall apply to such purchase orders.

12. TERMINATION OF CONTRACT

- 12.1 Connectors may terminate any contract with immediate effect if:
- (a) the Supplier commits a material breach of a contract;
 - (b) the Supplier becomes insolvent, an application to initiate insolvency proceedings against the Supplier has been filed, any such application has been rejected due to lack of assets, any executions against the Supplier have been fruitless or any execution measures have been initiated against the Supplier which have not been cancelled within one month (e.g. cancellation of seizure);
 - (c) the Supplier has breached applicable anti-corruption laws [or has failed to comply with the current "NORMA-Group Anti-Corruption and Anti-Money-Laundering Contractual Provisions".
 - (d) the Supplier is in default in delivery, but only after fruitless expiry of an additional period for delivery as set by Connectors if required;
 - (e) the Supplier is not competitive with other suppliers in terms of price, technology, quality or other material terms of supply; or
 - (f) an event occurs which alters the equilibrium of the contract either because the cost of Connectors' performance has increased or because the value of the performance Connectors receives has diminished, provided that such event is beyond Connectors' reasonable control and could not reasonably have been foreseen by Connectors at the time of the conclusion of the contract.
- 12.2 Termination notices have to be in writing.

13. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

- 13.1 The Supplier shall keep secret all documents, information and data (including, without limitation, drawings, plans, specifications, technical data, samples, processes as well as prices and other contractual terms agreed with the Supplier) which Connectors orally or in writing marks or designates as or presumes to be 'confidential' and which are made available or known to the Supplier on the basis of the co-operation ("**Confidential Information**"). The Supplier shall treat Confidential Information in the same way as its own confidential information, but at least with the due care of a prudent businessman.
- 13.2 Any disclosure of Confidential Information to a third party requires Connectors' prior written approval. Disclosure of Confidential Information to employees and agents is permitted only to the extent that disclosure is required for the performance of the Supplier's contractual obligations in relation to Connectors. The Supplier shall impose the

same confidentiality obligations on all persons or companies entrusted by the Supplier with Confidential Information.

- 13.3 The confidentiality obligations shall not apply for information
- (a) which had been known to the Supplier prior to receipt of the same from Connectors;
 - (b) which was independently developed by the Supplier without reference to or use of Connectors' information;
 - (c) which the Supplier lawfully obtained from a third party who, to the Supplier's knowledge, was not subject to a confidentiality undertaking vis-à-vis Connectors;
 - (d) which became known to the Supplier without violation of these provisions or any other regulations on the protection of Connectors' business secrets or which are or were publicly known; or
 - (e) which the Supplier is obligated to disclose based on statutory, official or judicial requirements, in which case the Supplier shall inform Connectors prior to such disclosure and shall restrict as far as possible the extent of such disclosure.
- 13.4 Confidential Information shall remain the property of Connectors and may neither be copied nor reproduced without Connectors' prior written approval unless required for the performance of the Supplier's contractual obligations in relation to Connectors. At Connectors' request Confidential Information shall be returned to Connectors or destroyed.
- 13.5 Where the Products are customised to Connectors in accordance with Confidential Information, none of such Products or documents manufactured by the Supplier in accordance with such Confidential Information may be made available to third parties without Connectors' prior written approval.
- 13.6 The Supplier may not make public announcements on or otherwise publicly refer to the contractual relationship without Connectors' prior written approval.
- 13.7 The foregoing obligations shall survive the expiration or termination of the contractual relationship.
14. **SET-OFF AND RIGHT OF RETENTION**
- Set-off and exercise of a right of retention by the Supplier due to contested counterclaims or counterclaims which are not final or *res judicata* are excluded.
15. **ASSIGNMENT AND SUBCONTRACTING**
- 15.1 Without Connectors' prior written approval, the Supplier shall not assign its rights and obligations under the contractual relationship, neither in part nor in whole. Connectors may assign its rights and obligations, notably to affiliated companies.
- 15.2 Without Connectors' prior written approval, the Supplier shall not subcontract the performance of any deliveries, works or services to be delivered to Connectors. Irrespective of such approval by Connectors, the Supplier shall remain responsible and be liable for the performance of any subcontractor.

16. **GOVERNING LAW AND PLACE OF JURISDICTION**

16.1 All legal relations between Connectors and the Supplier shall be governed exclusively by Swiss substantive law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 The exclusive place of jurisdiction shall be Tagelswangen, Switzerland. However, Connectors may at its choice sue the Supplier at the latter's registered office.

17. **SEVERABILITY**

Should individual provisions of these Purchase Terms be or become invalid, the validity of the remaining provisions shall not be affected thereby.