

# ELINCOM ELECTRONICS B.V.

## GLOBAL TERMS AND SALES CONDITIONS FOR THE PURCHASE OF EQUIPMENT AND MATERIAL

In these conditions apply:

- "Seller" Elincom electronics B.V. (Elincom)
- "Buyer" whoever is committed to Elincom by ordering goods from Elincom or whoever is in negotiation with Elincom with the purpose of purchasing goods from Elincom.
- "Agreement" The agreement between the parties to which these conditions are declared applicable by Seller.

All offers, sales and deliveries made by the Seller, are subject to GLOBAL TERMS AND SALES CONDITIONS mentioned below. Even if other conditions / terms are declared applicable by the Buyer, Seller does not accept these unless these are accepted explicitly in writing. By requesting a quotation or placing an order the Buyer shall be deemed to have accepted these global terms and sales conditions. The Buyer is expected to be familiar with the content of these conditions.

### II. Quotations

All quotations are without obligation, unless a binding term is explicitly stated in the quotations. All data, which are referred to in graphics, brochures, datasheets, catalogues and / or technical details or drawings and / or calculations and other information provided by the Seller are not binding and for informational purpose only, unless explicitly stated differently.

### III. Agreements

1. Agreements to supply goods and / or services are definite, after the order is accepted and / or confirmed in writing by the Seller.
2. The preceding paragraph also applies to additional agreements, amendments, mutations or pledges made by the Seller's personnel or made by its representatives, agents or other intermediaries on behalf of Seller.
3. For deliveries of goods and / or services which by their nature or size, no quotation and / or order confirmation is sent, the invoice is considered as order confirmation.
4. The Seller reserves the explicit right to engage third parties in the execution of the assignments given by the Buyer. The cost that this brings with it, will be passed to the Buyer in accordance with the submitted quotation. The Buyer will be consulted before the commitment insofar as this is desirable, at the discretion of the Seller.

### IV. Prices and settlement cost factors

1. All quotations done by Seller, are without obligation unless the contrary is explicitly agreed in writing.
2. The prices are based on current level of prices and costs at the time of the offer or order date. The costs are for example but not exclusively: (raw) material prices, energy prices, currency exchange rates, interest costs, wages and labour costs, social- and governmental charges, freight- and insurance premiums, taxes and excise duties. Increases in these cost factors, which are established between acceptance of the order and the time of delivery shall be at the expense of the Buyer. The Seller is entitled to increase the offered or agreed price accordingly, in compliance with legal regulations relating thereto.
3. Unless otherwise specified, prices quoted are exclusive of VAT, import and export duties and other taxes or levies.

### V. Delivery and Risk

1. Without prejudice to Article XII, the goods are supposed to have been supplied by Seller and accepted by the Buyer.
  - a. Unless agreed otherwise, the delivery will be done to the home or business address of the Buyer. The moment of delivery is the time when the goods leave the warehouse of the Seller.
  - b. Delivery is free on board if this is specified by the Seller, either on the bill or otherwise.
  - c. The goods are at the expense and risk of the Buyer, from the moment of delivery.

### VI. Conformity, approval and acceptance

1. If and insofar as nothing explicitly and in writing is agreed about the quality or conformity or finishing of the goods to be delivered, the Buyer can only claim the features in accordance with what is customary in the market.
2. If and insofar as the goods are supplied with a quality report- guarantee issued by third parties at the request of the Buyer, the check points in the report are supposed to be examined, approved and accepted by the Buyer and in accordance with the quality report- guarantee.
3. Immediately after receipt of the goods the Buyer must execute a quantity check and damage check of the delivered goods. This also applies in case the Seller gives notice to the Buyer that the goods are at disposal of the Buyer.
4. If any fault or damage to the delivered goods or of their packaging are found, the Buyer must mention this at the on the delivery note, the invoice and / or other delivery documents. If the Buyer fails to do so, it is assumed that the buyer has received the goods in good condition and approved them. Complaints in this respect, will no longer be accepted.
5. The Buyer cannot claim or enforce rights to damages or faults of the delivered goods if these were not visible or detectable at the time of delivery and
  - a. the delivered goods are processed, machined or altered
  - b. the delivered goods are not processed, machined or altered and Buyer did not claim the fault in writing at the Seller with a precise description of the nature of the shortcoming, within a reasonable period of time (eight days) after discovery of the defect or after the fault could have been detected with reasonable attention / alertness of the Buyer.
6. Complaints about invoices must also be submitted in writing within eight days after the date mentioned at the invoice.
7. After the expiration of this period, the Buyer will be deemed to have approved the delivered goods or invoice. Complaints are no longer considered by the Seller.
8. If the complaints are justified and accepted by the Seller, the Seller is only required to replace the defective goods. The Buyer is not entitled to demand any other compensation in any form whatsoever.
9. The fact that the Buyer has filed a complaint does not release the Buyer of his payment obligations towards the Seller.
10. Sending goods back by the Buyer is only allowed with the prior written permission of the Seller, under conditions to be determined by the Seller.
11. Notwithstanding the preceding paragraphs, complaints must be filed always within eight days, as a consequence the complaint will be dismissed.
12. Unless explicitly agreed otherwise in writing, the Seller is entitled to ship goods from one or more warehouses / factories than his own warehouse. In that case, all what is listed in this article also applies for the goods shipped from the other warehouses / factories.

### VII. Delivery time

1. All delivery times listed in quotations or order confirmations are approximate dates only, unless otherwise agreed in writing. Exceeding the delivery period can never result in being in default from Seller to Buyer, or result in breach of contract, or cancellation or decreasing of the order or declining shipments, while Seller is not liable for delay damages whatsoever.
2. After the expiration of a period of the contract and not all goods have been requested yet by the Buyer, the Seller has the right to summon the Buyer in writing that a deadline is due. The Buyer has to name a reasonable period in which he will take the remainder, within eight days after the warrant. Failing this period, the Seller has the right to store the remainder goods, at the expense of the Buyer. The Seller is entitled to demand full payment instantly.
3. The mentioned reasonable period in which the Buyer has to call-off the remainder, will be at least 48 hours and will not exceed 2 months, or as short as the Seller wants, provided that the period will not be shorter than the agreed delivery time. Seller is never liable to Buyer in respect of business damage or other damages, direct or indirect, as a result of storage as referred to above.

### VIII. Transport / Risk

1. If no additional requirements or instructions are provided by the Buyer, the method of transport, shipping, packaging, etc. is determined by the Seller with due diligence and care, without bearing any liability.
2. Shipments shall always be for the account and risk of the Buyer, even if free on board delivery has been agreed, even if the carrier demands that all transport damages are at the risk and expense of the consignor / Seller, even if that is mentioned on the waybills, transport documents etc.

### IX. Liability

1. In case of failure or improper performance of its obligations under any contract, Seller is only obliged to replenish the missing goods, respectively replacement of defective goods and / or redo proved inadequate delivered services as soon as it is reasonably possible. If the Buyer suffered damage in spite of a renewed attempt, and further discussions will not lead to an agreement, Seller may be liable to a maximum of 25% of the charged price of the delivered goods and / or services. Seller is never liable to Buyer or third parties, for loss or damages, directly or indirectly.
2. Buyer shall fully indemnify the Seller for all claims of third parties which may result from or related to (non-) performance by the Seller or obligations under any contract with the Buyer.
3. Seller is not liable for the consequences of deviations and / or discrepancies between quality requirements set by the Buyer, and the confirmed quality requirements set by the Seller in writing, and quality requirements set by third parties.

### X. Force Majeure

Force majeure includes all events or circumstances, including any governmental intervention, as due to a reasonable performance, or at least timely fulfilment of obligations, cannot be required by Seller.

Force majeure means among others: lack of raw materials at the Seller, factory- or transport failures of any kind, strikes, lockouts or lack of personnel, quarantine, epidemics, mobilization, martial law or war, obstructions due to abnormal weather conditions and any obstructions caused by measures of an organizational nature.

### XI. Export Administration Regulations USA

1. Seller shall take at his own expense, the necessary and appropriate measures to obtain export permits of the United States Office Administration and / or other public bodies required for export of goods and of documentation out of the United States of America.
2. Every agreement is accepted on the condition of obtaining necessary permits as referred to in the previous paragraph.
3. In regard to products and documentation, Buyer will not act in violation with export permits and / or applicable regulations.
4. Buyer agrees to be aware and to be informed about these rules and at Seller's request will provide all information and documentation necessary to Seller to obtain these permits.
5. Buyer shall not trade the products and related documentation to third parties, nor give it on loan or otherwise use- or trade or export in contravention of these permits and applicable laws or rules.

### XII. Retention

All goods remain owned by the Seller, as long as the Buyer has not fully paid the relevant purchase price or any other amount owed by Buyer to Seller. Buyer is not authorized to use these goods that are not fully paid for other purposes than regular processing. Buyer is not authorized to transfer ownership to third parties, or to pledge by any agreement or action to third parties or to provide any other collateral security to third parties.

If the Buyer does fail to comply any obligation to the Seller under the agreement relating to the delivered goods, the Seller will be entitled to take back the goods, in that case the Seller has the right to end the contract without judicial intervention. Nevertheless, without prejudice to Seller's right to claim compensation for damages, lost profits and interest.

Pursuant to the above, as long as any item delivered stays in possession of the Seller, the Seller shall be entitled to verify the state of the goods, while Buyer hereby irrevocably authorizes Seller to enter the premises and locations where the goods are located at and, if necessary, to take back the goods to return to the Seller.

### XIII. Payment and collateral security

1. It is Buyer's obligation to pay within 30 days, (or any other payment period only if this is explicitly agreed in writing), after the invoice date without any appeal for settlement per contra of debt and / or without any discount. Any agreed payment discounts expires, unless the amount owed by the Seller is received within that period. Complaints about non compliance or defective goods delivered to the Buyer cannot derive any right to postpone payment or any other obligation irrespective of whether these obligations relate to the (delivery of) goods and / or services subject to the relevant complaint, or next or previous (delivery of) other goods and / or services, nor give complaints the right to Buyer to settlement per contra of debt or other settlements in conjunction with the previous, contested or the next delivery.
2. From the time when payment was due, Seller shall have the right, without further summons or notice, to claim monthly interest at the statutory interest rate + 1%.
3. If the Buyer is in default with the payment of a disputed or undisputed claim against Seller, the Seller shall be entitled to cancel or to suspend current agreements after proper summons until payment has been made. Notwithstanding the Seller's right to immediate payment of the goods that will be delivered and without prejudice to the Seller's right to claim the damages caused by the Buyer.
4. Even during the execution of a contract, Seller shall be entitled, to require security for payment and as long as this has not been provided to the satisfaction of the Seller, to suspend or cancel deliveries of goods or agreements without judicial intervention. Without prejudice to the Seller's right to claim any damages caused by the Buyer. The purchase price of all products delivered will be immediately due and payable.
5. In case of default the Buyer is obliged to Seller beside the outstanding amount and interest, to reimburse all collection costs, which have been or are caused by non-payment, both judicial as extrajudicial expenses. Extrajudicial collection costs are payable by the Buyer in any case where Seller has secured for the benefit of the recovery of the assistance of a third party. The extrajudicial costs are already set at least 15% of the outstanding payment with a minimum of Euro 150,-. The mere fact that Seller has secured the help of others, demonstrates the height and the obligation to pay the extrajudicial costs.

### XIV. Special conditions

If special conditions are agreed upon the sale of certain goods of the Seller, these special conditions will prevail insofar as they relate to these goods and if the special conditions breach the present GLOBAL TERMS AND SALES CONDITIONS, providing that the present GLOBAL TERMS AND SALES CONDITIONS will remain valid for remainder.

### XV. Disputes

All disputes which may arise between Buyer and Seller or only considered a dispute by only one party (Seller or Buyer), as a result of an offer, quotation and or purchase agreement or the resulting agreements, the parties declare Court Rotterdam jurisdiction to hear the claim.

### XVI. Cancellation

Notwithstanding the preceding articles the Buyer shall be deemed to be legally in default, if he does not, not properly or not timely fulfil any obligation arising from the agreement. Especially if Buyer fails any invoiced amount or portion thereof within the prescribed time and in the case of bankruptcy, suspension of payment, liquidation or if he managed under administration or receivership.

In that case the Seller has the right to suspend or cancel the agreement completely or partially, without any notices of default, without judicial intervention.

The Seller cannot be accountable for any damages in this case. And without prejudice the Sellers is entitled to claim compensation resulting from the breach of contract and this dissolution. In these cases, any claim from the Seller to the Buyer, will become due immediately and offhand.

### XVII. Applicable law

These GLOBAL TERMS AND SALES CONDITIONS are governed by Dutch law.

### XVIII. Coming into force

These GLOBAL TERMS AND SALES CONDITIONS have been filed in Dutch at the Rotterdam District Court dated June 10, 1993 and are effective as of aforementioned date.

