

STANDARD TERMS AND CONDITIONS OF PURCHASE

1 - ACCEPTANCE OF THE STANDARD TERMS AND CONDITIONS OF PURCHASE

The acceptance of this order constitutes acceptance of these standard terms and conditions of purchase. Therefore the supplier shall not invoke in any way any written or printed provisions appearing on its own documents that conflict with these standard terms and conditions. Any supplier's reservations in this respect shall be considered void. Any provision that is not stipulated in these standard terms and conditions of purchase must be expressly agreed.

2 - CONTRACT FORMALIZATION

Orders and arrangements made verbally or by telephone shall not be valid until confirmed by us in writing. The actual conditions of the order shall be defined solely by such confirmation. An order is considered definitive when accepted by the supplier. No change made by the supplier to an item of the order shall be binding upon us unless formally approved by **Tyco Electronics SIMEL (here below named TE SIMEL)** in writing.

3 - SCOPE

The orders for supplies placed by TE SIMEL are defined by:

- the signed purchase order;
- the appendices to the order;
- the technical documents, specifications, drawings, etc.;
- the standards referenced in the specifications: AFNOR, DIN, IEC, etc.

The production parts shall conform to the typical parts accepted by TE SIMEL.

4 - ATTACHED DOCUMENTS AND CONFIDENTIALITY

The products covered by this order shall be accompanied by the documents specified in the special terms and conditions. All designs, drawings, diagrams and, in general, all documents communicated by TE SIMEL for the purpose of the order shall remain TE SIMEL's property and shall be returned to TE SIMEL after use. The supplier shall treat any information communicated by TE SIMEL for the purpose of this order confidentially and shall not reproduce it in any form without our prior consent. In case of breach of confidentiality by the supplier, we may rightfully cancel this order immediately without notice and without prejudice to any consequent damages.

5 - SUBCONTRACTING

TE SIMEL's suppliers are solely responsible for the fulfilment of TE SIMEL's orders. When authorized in writing to subcontract by TE SIMEL, the supplier shall enforce these standard terms and conditions and have its subcontractors comply with them and especially with clause 4 above.

6 - DEADLINES

The date specified as the deadline for delivery is the date of reception at the point of delivery specified in the order. Any event that may affect the order shall be notified to TE SIMEL which reserves the right to cancel the order, without prejudice to penalties and compensations due by the supplier for any incurred damages. The supplier is considered to have been given notice to deliver in due time without the need for an express formal demand.

7 - DELIVERY

All shipments must be made free of charge to the point of delivery. The goods shall be accompanied by a delivery note showing the purchase order number, item numbers, full description and quantities. Certificates of conformity, certificates of chemical analysis and test reports shall be attached to the delivery notes, if requested by TE SIMEL. TE SIMEL reserves the right to reject any surplus delivery. Any surplus may be returned at the supplier's expense and risk.

8 - TRANSPORTATION, RECEPTION AND PASSING OF PROPERTY

The goods travel at the supplier's risk. The supplier shall take out suitable insurances, it being understood that any damage claim times are not opposable to us. Risk and property shall pass to TE SIMEL only after quantitative and qualitative incoming inspection by TE SIMEL. Any inspection performed at the supplier's, especially when the supplier is delegated to perform inspection, shall not constitute passing of property.

9 - PENALTIES

Except in case of force majeure, penalties shall be applied to lated deliveries, based on calendar days. The penalty shall be **0.5%** of the unit price of each supply per calendar day for the first two weeks, **5%** per week for the following weeks. The total penalty is limited to **20%**. The penalty may vary with the item ordered and will be specified on the purchase order, in which case the above-mentioned penalties shall not apply. TE SIMEL reserves the right to request from the supplier, in addition to the penalties, payment for any other damages directly or indirectly arising out of the delay attributable to the supplier.

10 - INSPECTION - QUALITY ASSURANCE

The supplier is responsible for checking and certifying conformity of the supply with the applicable requirements. Any surveillance by the official services and the inspection carried out by TE SIMEL shall not relieve the supplier of this responsibility.

The supplier shall set up a Quality Management system (ISO 9001 or other) if TE SIMEL deems it necessary for the integrity of its products.
See purchasing specification 100-69022-001.

11 - INVOICING

The invoice for each delivery, in one copy, shall be sent to the ordering entity no later than 5 days following such delivery. It shall correspond to only one order and show the purchase order number, item number, description, and delivery note numbers and dates.

An invoice statement shall be sent no later than the last day of each month for every delivery made until the 29th inclusive. Any delivery past this date is considered to have been made during the following month.

12 - PAYMENT

The invoices shall be paid only after an order to pay for the values of the goods accepted by TE SIMEL. Payment shall be made net 60 days from the end of the delivery month, on the 10th of the following month, by accepted bill of exchange. The supplier agrees not to invoke the property reservation provisions of law number 80-335 of 12 May 1980.

13 - TOOLS AND ITEMS LOANED OR INTRUSTED

The tools fabricated by the supplier on behalf of TE SIMEL and at TE SIMEL's expense, in whole or part, as well as the items and tools made available by us, shall be used only to fulfil our orders. The supplier shall keep and maintain these tools and items at its own expense and risk. The supplier shall take out all necessary insurances and provide suitable evidence. These tools and items shall remain TE SIMEL's property and shall be permanently identified by the supplier as our property by a permanent marking or a plate. The supplier undertakes to return them in good condition immediately when asked to do so by TE SIMEL.

The supplier undertakes to communicate before the 1st of August of each year the amounts required for the replacement or rebuilding of the tools owned by TE SIMEL for the following year. Failing to do so, the supplier shall continue with the existing tools and incur any additional costs that may result.

14 - WARRANTY FOR PATENT DEFECTS

The supplier warrants in its name or its subcontractors' that the products delivered conform with the purchase order. If they do not, the products shall be returned to the supplier, at its own risk and expense, and the supplier shall not invoke the payments already made to refuse to indemnify or refund the prejudice caused by such failure. The goods supplied shall conform to the current laws and regulations and shall be warranted for a period of one year from the date of reception of the goods, except if qualitative incoming inspection is specified by TE SIMEL in the order.

In this case, the warranty period shall run from the date of qualitative incoming inspection.

15 - PATENT INFRINGEMENT

The supplier warrants us against any suit instituted by third parties for patent infringement. The supplier shall indemnify us for any damages and costs resulting from such suit and shall defend the suit.

16 - TERMINATION

If either of the parties fails to fulfil any of its obligations, this contract shall be terminated after unsuccessful 10 days' notice sent by registered mail with return receipt.

17 - JURISDICTION

The provisions of this contract constitute the entire agreement between the parties and override any provision appearing in the supplier's documents. Any dispute arising out of the interpretation or performance of this contract shall be referred to the Tribunal de Commerce of Dijon, notwithstanding a plurality of defendants or a warranty claim.

For orders placed out of France, any dispute arising out of this order shall be settled under the rules of conciliation and arbitration of the International Chamber of Commerce, it being understood that French law is the only law applicable.