
General Conditions for Delivery of Goods and Services to Tyco Electronics Nederland B.V.

1. General

Delivery, as mentioned in these conditions, is understood to mean the delivery of goods and services. These conditions for delivery of goods and services to Tyco Electronics Nederland B.V. (hereafter to be named Buyer), take specific priority over any (differing) sales and delivery conditions of the supplier.

An agreement between Tyco Electronics Nederland B.V. and the supplier is only then effective, when the supplier has explicitly confirmed the applicability or the priority of the above-mentioned conditions.

2. Competence

Tyco Electronics Nederland B.V. accepts no obligations which have not been confirmed in writing or on behalf of the management. Consultations and negotiations in preparation of any order by Tyco Electronics Nederland B.V. employees are not binding on Tyco Electronics Nederland B.V. Documents intended for Tyco Electronics Nederland B.V. are only considered to have been received when they have actually been received at the Tyco Electronics Nederland B.V. office in 's-Hertogenbosch.

3. Realization of Agreements

An agreement is only then effective when the relevant written order by Tyco Electronics Nederland B.V. is accepted by the supplier by means of a confirmation of the order in writing. Alternatively, an agreement is effective when the order, without written acceptance by the supplier, has been carried out fully and to the letter of the order.

4. Prices

The prices which are mentioned in the order from Tyco Electronics Nederland B.V. include the packaging, transportation cost, insurance and other cost connected with or resulting from the agreed delivery. The agreed price cannot be increased; stipulations and/or customs of the supplier regarding price increase are explicitly declared inoperative.

Should the price of the goods, service or part thereof, which the supplier charges third parties at comparable transactions, be lower at the time of agreement or delivery than the price which was agreed upon, then the supplier is obliged to inform Tyco Electronics Nederland B.V. of this. The same applies when the normal market price of any goods, service or part thereof is lower than the agreed price.

Tyco Electronics Nederland B.V. has the right to decrease the agreed price accordingly, unless the supplier can show that the agreed higher price is justified by exceptional circumstances.

5. Transfer of ownership

By means of delivery the ownership of the supplied goods is passed on to Tyco Electronics Nederland B.V. Until that moment the delivery of the order remains entirely at the supplier's risk, even in those cases where, contrary to that which are defined in article 4, it was agreed that the transport would be carried out partly or entirely at Tyco Electronics Nederland B.V.'s expenses.

6. Quality

Notwithstanding what is stated or stipulated in technical and other specifications, terms and descriptions in Buyer's order and accompanying Buyer's order, Seller guarantees with regard to the goods that shall be delivered to, on the order of or on behalf of Buyer, in each case:

- (a) That they comply entirely with what is specified or stated by or on behalf of Seller or in the agreement with regard to the quantity, description and quality;
- (b) That they are made, produced or assembled of or from new raw materials and new materials of good quality;
- (c) That they are made, produced or assembled with good engineering practice;
- (d) That, insofar as samples, models, specimens or examples are shown or made available to Buyer by or on behalf of Seller, they are identical and have the same characteristics of the samples, models, specimens or examples;
- (e) That they meet the applicable requirements with regard to capacity, production, efficiency, speed, use, serviceability, functionality, output, performance, etc., as agreed or as indicated or described in Buyer's order and/or in the specifications accompanying the order;
- (f) That they are entirely suitable for the purpose or purposes as stated by or on behalf of Buyer.

In the event the delivery consists of making available workforce, Seller guarantees that they shall meet the specifications or, if no specific arrangements are made regarding this, that they shall meet the relevant requirements for professional skill, and that the agreed number of workers shall be available throughout the agreed period.

If reference is made in the agreement and/or in related appendices to technical, safety, quality and/or other instructions that are not attached to the agreement, Seller shall be deemed to comply with them.

7. Delivery and Packaging

The agreed delivery date is a deadline.

If the delivery date is not met, Tyco Electronics Nederland B.V. has the right to cancel the agreement without any notice, proof of default or legal intervention, without prejudice to Tyco Electronics Nederland B.V.'s right in such cases, whether or not the right to cancellation is applied, to claim full compensation, as well as any subsequent damages.

The supplier takes care that the packaging is such that the delivered goods will be delivered undamaged.

8. Invoices and Payment

(a) Seller shall indicate Buyer purchase order/scheduling agreements numbers and any other information requested by Buyer in all the invoices, shipping documents, delivery notes, etc.

(b) Any other parameter/instruction requested by Buyer shall also be followed by Seller as instructed.

(c) In addition, Seller engages, when requested by Buyer, to comply with Buyer guidelines on invoices to facilitate Optical Character Recognition and scanning.

Should Seller fail to comply with clause 8 (a), (b) or (c) above, Buyer will put everything on hold (including payment) until identification is made and/or the corrected invoice/other document is received. All penalty related claims originated from the delayed payments due to missing order parameters in supplier's invoices/documents or due to failure from Seller to comply with the Buyer instructions/guidelines will be refused by Buyer.

The term of payment for Tyco Electronics Nederland B.V. is 60 days unless differently negotiated between the Parties. The payment computation starts only after the delivery of the goods or the date in which the invoice is received by TE, whichever is the later.

Tyco Electronics Nederland B.V. has the right to a 2% discount on payments made within 8 days of the invoice date unless differently negotiated between the Parties. Tyco Electronics Nederland B.V. is not under any obligation to pay interest should the agreed term of payment not be met by Tyco Electronics Nederland B.V. Tyco Electronics Nederland B.V. is entitled to

reduce the amount payable with whatever the supplier owes Tyco Electronics Nederland B.V. in whatever capacity.

9. Claims

Acceptance of the goods does not impede in any way with Tyco Electronics Nederland B.V.'s right to put claims forward, within reasonable time of delivery, regarding such things as incorrect deliveries, quality and quantity. In such cases Tyco Electronics Nederland B.V. has the right without any notice, proof of default or legal intervention:

- (a) To have supplier supply the missing goods or have the incorrectly delivered goods replaced, or
- (b) To keep the delivered goods and reduce the price pro rata, or
- (c) To cancel the agreement and return all goods or part thereof at the supplier's cost or to keep the goods at his disposal.

The above is without prejudice to Tyco Electronics Nederland B.V.'s right to claim suffered damage or any subsequent damage.

10. Liability

The supplier guarantees that he has full power of disposition of the delivered goods. He also guarantees that the delivered goods meet all Tyco Electronics Nederland B.V.'s requirements and specifications, are in good condition, without any fault and entirely ready for its use and purpose.

Supplier guarantees that the delivery does not violate and patent law or any other rights of third parties and that the use, application and/or sale of the goods by Tyco Electronics Nederland B.V. cannot lead to such a violation nor any other wrongful act against any third party.

Supplier warrants that, with regard to the agreement, no or other compensation under whatever designation was given, is owed or will be given to persons employed by Tyco Electronics Nederland B.V. or others. Should the supplier act or have acted contrary to the above, then Tyco Electronics Nederland B.V. has the right to cancel the agreement without any notice, proof of default or legal intervention, without prejudice to Tyco Electronics Nederland B.V.'s right, whether or not instead thereof, to claim full compensation. The liability of the supplier as meant in this article is entirely without prejudice to Tyco Electronics Nederland B.V. rights towards third parties such as those from whom the supplier obtained the goods, materials, semi-finished products, etc. or those who rendered their services to the supplier in connection with his obligations ensuing from the agreement.

Seller is liable for all losses and damages which are directly or indirectly caused by goods which are or shall be delivered by or on behalf of Seller to, on the order of or on behalf of Buyer, or directly or indirectly caused by any use or application of these goods or any fault in these goods.

Seller is furthermore liable for all losses and damages which are directly or indirectly caused by any failure of or on the part of Seller in the fulfillment of any obligations towards Buyer.

11. Reservation of Rights

Should the supplier use tools, machines, drawings, designs, specifications or any other material and/or knowledge put as his disposal by Tyco Electronics Nederland B.V. in order to fulfill the agreement, then he can only use these for the benefit of the earlier-mentioned agreement with Tyco Electronics Nederland B.V.

Tools, machines and other equipment which the supplier obtains or manufactures by Tyco Electronics Nederland B.V.'s order to fulfill the agreement, become the property of Tyco Electronics Nederland B.V. and the above terms of this article are applicable.

All mentioned goods and data remain the property of Tyco Electronics Nederland B.V. and will be returned to Tyco Electronics Nederland B.V. after completion of its use. The supplier is fully liable for loss, wrecking or damage of the goods and data from the moment of receipt until the moment Tyco Electronics Nederland B.V. received them back. Supplier guarantees that all data and knowledge which are thus put at his disposal will not be brought to any third party's notice and will be kept secret.

12. Cancellation

Should the supplier not provide the security required by Tyco Electronics Nederland B.V. or not, not properly or not on time meet any obligation from any agreement with Tyco Electronics Nederland B.V., then Tyco Electronics Nederland B.V. has the right, without any notice, summons, proof of default or legal intervention to suspend or cancel the agreement partly or in its entirety. The latter also applies in case of supplier's bankruptcy or a petition thereto, suspension of payment or a petition thereto, legal restraint, seizure of movable or immovable goods, closure, transfer or liquidation of the supplier's company or any other important change in his financial situation. All claims on the supplier will be at call, without prejudice to Tyco Electronics Nederland B.V.'s right to full compensation, as well as subsequent damages, without prejudice to Tyco Electronics Nederland B.V. rights ensuing from the agreement and the law.

13. Compliance with law

All machinery, equipment and products (hereinafter "equipment") provided to Buyer shall be fully compliant with the law (including local laws, EU laws and any other applicable law). Environmental, Safety and Health regulations shall in particular be complied with. This includes, but is not limited to the obligation, for the Seller, to provide Buyer with where applicable:

- (a) A Declaration of Conformity or if applicable a Declaration of Incorporation where the Seller indicates all current EU legislation and standards the equipment complies to;
- (b) A user manual in the language of the user indicating (i) all relevant information regarding installation, operation and maintenance of the equipment (ii) the scope (iii) safety precautions to take and (iv) residual risks to which the user maybe exposed;
- (c) Any drawing and diagram, descriptions and explanations necessary for use, maintenance and repair of work equipment;
- (d) General description, description of operating and intended use;
- (e) Safety note, the residual risks to which individuals are exposed during installation, use maintenance and repair, and precautionary measures;
- (f) Instructions for safe installation, use, maintenance and repair of the equipment;
- (g) Materials Safety Datasheets compliant with current EU law for all hazardous chemicals supplied and in the language of the user;
- (h) Any other information requested by law or by Buyer. If any aspects of the equipment are found to be not compliant with the law the Buyer has the right at his sole discretion to return the equipment for a full refund; or request the equipment be modified to bring into compliance; or arrange suitable modifications at the expense of the Seller.

14. Information

Supplier will immediately inform Tyco Electronics Nederland B.V. of all facts and/or circumstances which occur with supplier or third parties and which could be of importance to the fulfillment of the agreement.

15. Transfer or mortgage of supplier's rights

Supplier may not transfer nor in any way mortgage his rights from the agreement without written approval from Tyco Electronics Nederland B.V.

16. Legal Obligations

Supplier guarantees that, with regard to execution of the agreement in its broadest sense, he complies with the legal regulations of the country where his company is established, as well as any other applicable legal regulations.

17. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement resulting from any Act of God, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, nature or the public enemy or any other

causes not foreseeable or beyond the control of the party whose performance must be suspended or excused, provided that such delay or failure in performance could not have been prevented by reasonable precautions, and such non-performing or delayed party gives the other party prompt written notice of the Force Majeure. Events such as delays in transportation, inability to obtain goods or materials, or other forms of supply disruption shall not constitute Force Majeure and shall not be an excuse to performance. In the event of Force Majeure, the non-performing party shall use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

If a Force Majeure Event or other similar extraordinary event causes seller to allocate limited resources between or among seller's customers, seller shall not provide to any other customers of seller priority over Buyer. If seller's delay or non-performance continues for a period of at least thirty (30) days, Buyer may terminate, at no charge, this Order.

18. Obsolescence, Diminishing Sources, and Discontinued Products

- (a) Upon determination by the seller, that a process/component required in the delivery of the item(s) ordered hereunder is unavailable, through no fault of seller, during the performance of this Order due to obsolescence or diminishing sources, or that such process/component is discontinued, seller shall immediately notify the Buyer of this condition or intention. The seller shall immediately define the shortage or pending obsolescence/discontinuance by providing the Buyer with (i) satisfactory evidence that its best efforts were made to obtain the affected parts required to meet current contractual requirements and that seller initiated preliminary investigation of alternate parts (i.e. parts that are technically and physically compatible with hardware design.); (ii) identify / propose any potential third party seller capable of supplying enough parts in the current year to meet the total contractual requirements; and (iii) offer Buyer an opportunity for a life-time buy of the affected product beyond the current contractual requirement, to include price and availability information. The forgoing is in addition to seller's other obligations pursuant to this Order and shall in no event relive seller from any liability to Buyer for any damages arising as a result of any failure by seller to fully comply with the terms of this Order.
- (b) If, there are insufficient parts to meet current contractual requirements, the Buyer may, in addition to any other rights and remedies available to it under this Order or applicable law take one or more of the following actions: (i) assist seller with the procurement from a third party seller of enough parts to meet current contractual requirements; or (ii) authorize the procurement of the life-time buy parts; or (iii) terminate this order for default.
- (c) Seller acknowledges and agrees that a consistent and reliable source of supply is of utmost importance to Buyer. Seller further acknowledges that it has been selected by Buyer in part due to seller's willingness to maintain a reliable and consistent source of supply to seller for the product ordered hereunder. Therefore, seller covenants and agrees, by accepting this Order, to use its best efforts to maintain the ability to fulfill future orders placed by seller for any of the products subject to this Order for a period of at least twelve months following the last delivery date specified under this Order. If seller anticipates any difficulty in meeting Buyer's demand for any such product during such twelve month period (based on forecasts submitted by Buyer, whether binding or otherwise, or, if no such forecasts are available, then based on Buyer's purchasing history of the applicable product for the past two years), then seller shall immediately provide written notice of any such anticipated difficulty and shall use best efforts to remediate such difficulty to ensure an uninterrupted source of supply for Buyer. Seller acknowledges that this provision is a material term of this Order, and shall defend, indemnify and hold harmless Buyer from and against any and all loss, cost, expense claims and damages related to or arising out of seller's failure to fully comply with this provision.

19. Confidential Information

- (a) Seller agrees that it will at all times hold in confidence for Buyer all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Buyer to seller in connection herewith or procured, developed, produced, manufactured or fabricated by seller in connection with seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of Buyer, reproduce any Information; nor disclose Information to any party; nor use Information for any purpose other than performance for the benefit of seller hereunder.
- (b) Any technical knowledge or information of seller which seller shall have disclosed or may hereafter disclose to Buyer in connection with the items or services or other performance covered by this Order shall not, unless otherwise specifically agreed upon in writing by Buyer, be deemed to be confidential or proprietary information and shall be acquired by Buyer free from any restrictions as part of the consideration of this Order.
- (c) Seller acknowledges that monetary remedies alone may not be an adequate remedy for any breach or threatened breach of any of the obligations of this Agreement. Therefore, Buyer shall be entitled to seek injunctive or other equitable relief in addition to any other remedy to which it may be entitled at law or in equity without the need of posting a bond or other security or proving that monetary damages would be an inadequate remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.
- (d) Seller shall not, without prior written consent of Buyer, issue any news release, publicity or promotion material regarding this Order or make public use of any Identification in any circumstances related to this Order. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of TE Connectivity or its affiliates. Seller shall remove or obliterate any Identification prior to use or disposition of any material rejected or not purchased by Buyer.

20. Competence of Court

Dutch law applies to the agreement. The Vienna Sales Agreement (United Nations agreement on international sales agreements, Vienna 11 April 1980), The Hague Sales agreement and Uniform Laws are not applicable.

All disputes which may result from or are connected with the agreement, as well as agreements which result from it, are decided by the competent court in 's-Hertogenbosch, The Netherlands, unless Tyco Electronics Nederland B.V. brings the dispute before the competent court in the supplier's domicile.