

General Terms and Conditions of Purchasing of HABERL ELECTRONIC GmbH & Co. KG (hereinafter "HABERL ELECTRONIC")

1. General

The Terms and Conditions below apply, in their applicable version, to the purchase of goods or services, e.g. programming or painting / stickers by HABERL ELECTRONIC. Any general terms and conditions of business and/or payment of suppliers are hereby excluded. Any regulations deviating from these Terms and Conditions, whether oral or written or electronic, shall not apply, unless HABERL ELECTRONIC confirmed them in writing. The same shall apply, if HABERL ELECTRONIC accepts deliveries or services without reservation, in full knowledge of the existence of terms and conditions of supplier deviating from their General Terms and Conditions of Purchase. HABERL ELECTRONIC reserves the right to withdraw from the agreement, insofar as it covers deliveries or services which HABERL ELECTRONIC procures for further processing or re-sale to third parties, if such third party ceases their payments, if they or any other person request in a permitted manner the initiation of insolvency proceedings or any comparable legal proceedings, if such proceedings are initiated or if their initiation is rejected for lack of assets. This right of withdrawal shall apply only, if HABERL ELECTRONIC immediately informs their contract partner when they learn of such circumstances or if the latter learns thereof in any other way.

2. Offer

Supplier shall be obliged to accept, in writing, any purchase order of HABERL ELECTRONIC within a maximum period of 1 (one) week after receipt by sending a binding order confirmation. Otherwise, HABERL ELECTRONIC will no longer be bound by their offer. Insofar as HABERL ELECTRONIC prescribes a certain form for the order confirmation, e.g. a form sheet, that form shall mandatorily be used by supplier.

3. Prices and Payment Terms

- 3.1 The price specified in the purchase order shall be binding. Any price increases compared to the prices disclosed in the purchase order shall require the explicit prior written consent of HABERL ELECTRONIC. Any receipt of goods or services will always be made under the reservation of a written consent by HABERL ELECTRONIC. The price includes a delivery "free domicile" DDP HABERL ELECTRONIC *Logistikzentrum* [Logistics Centre] Arnstorf (Hainberg 40) INCOTERMS 2010 and the packaging, unless otherwise agreed in writing.

- 3.2 Packaging delivered shall be taken back by supplier, at their own expense, unless separately agreed. HABERL ELECTRONIC will make available any delivered packaging for pick-up by supplier EXW HABERL ELECTRONIC Logistikzentrum Arnstorf (Hainberg 40) INCOTERMS 2010.
- 3.3 Supplier will permanently perform a cost-savings programme with the aim of significantly reducing the costs for the goods to be delivered. Any cost savings achieved by supplier in this programme shall be taken into account, where each party will benefit from one half.
- 3.4 The price includes the value-added tax at the legal rate and it will be disclosed as a separate position on the day of invoicing. Invoices can only be processed if their structure is auditable and in compliance with the data given in the purchase order and if they contain the purchase order number as disclosed in the purchase order. Any extra services or reduced services shall be disclosed separately in the relevant invoice.
- 3.5 HABERL ELECTRONIC will pay the purchase price within 21 days from the date of delivery and receipt of the invoice, with a 3 % discount, or within 30 days after receipt of the invoice, net, unless otherwise agreed in writing. HABERL ELECTRONIC will be entitled to rights of set-off and retention exclusively as prescribed by law. Any payment made by HABERL ELECTRONIC will not constitute an acceptance of conditions and prices. The time of payment will not affect supplier's liability for material defects and HABERL ELECTRONIC's rights to make complaints.

4. Dates of Delivery - Terms of Delivery

- 4.1 The period of delivery specified in the purchase order and confirmed in the order confirmation shall be binding and will be guaranteed by supplier. Any reservation of self-supply on the part of supplier will explicitly not be accepted. Supplier assures to deliver exclusively new, unused original goods and to confirm that fact separately in writing, at HABERL ELECTRONIC's request. Services will be performed in a professional manner and in a sector-specific leading quality, according to HABERL ELECTRONIC's specifications.
- 4.2 Supplier shall be obliged to immediately inform HABERL ELECTRONIC, in writing, if circumstances occur or become recognisable which result in the fact that the agreed delivery time cannot be complied with. If an express transportation of the goods is necessary in such case to comply with the agreed delivery dates, supplier shall bear any extra expenses arising for such, if the delay is attributable to them.
- 4.3 HABERL ELECTRONIC shall be entitled to the statutory claims in case of any delay in delivery caused by supplier. HABERL ELECTRONIC shall, in particular, be entitled to withdraw from the agreement, after having granted a reasonable grace period which expired without success, and to make a covering purchase and to charge any extra costs they incurred for that reason to supplier.

- 4.4 In case of any delay in delivery caused by supplier, HABERL ELECTRONIC shall, regardless of their other statutory claims, be entitled to request from supplier the payment of a contractual penalty in the amount of 0.5 % of the order value affected by the delay per business day, however a maximum of 5 % of the total order value. In addition, HABERL ELECTRONIC can request damages, in particular for but not limited to, extra costs caused by the procurement of replacements (e.g. more expensive goods, other terms and conditions of delivery and payment, express costs), by splitting manufacturing batches (e.g. set-up costs, subsequent deliveries), by process changes (e.g. subsequent manual mounting of deliverables which is normally done by machinery), by release processes of HABERL ELECTRONIC or their customers.
- 4.5 The application of Sec. 341 (3) of the *BGB* [German Commercial Code] shall hereby be excluded.
- 4.6 Forfeited contractual penalties will be set off with other claims for damages caused by the delay.
- 4.7 The order references, reference numbers and other information necessary for order management as prescribed by HABERL ELECTRONIC and specified in the purchase order shall be stated on any and all dispatch notes, delivery notes, consignment notes, invoices and on the outside packaging, etc.
- 4.8 Goods deliveries shall always and exclusively be made to the receiving office as specified by HABERL ELECTRONIC.
- 4.9 Supplier will be liable for damage and will bear the costs arising from any non-compliance with these handling and delivery standards by them or by any vicarious agents and subcontractors engaged them. Any and all shipments which are not taken over due to any non-compliance with these delivery standards, will be stored at supplier's expense and risk. HABERL ELECTRONIC shall be entitled to control the contents and condition of such shipments. Furthermore, HABERL ELECTRONIC reserves the right to reject deliveries which cannot be clearly identified, at supplier's expense and risk.
- 4.10 Supplier shall be responsible for stocking replacement parts for the deliverables during the period of the agreed useful life or the life expected by HABERL ELECTRONIC or by HABERL ELECTRONIC's customers, based on their experience. Insofar as customers of HABERL ELECTRONIC assert claims to HABERL ELECTRONIC based on this culpable non-compliance, supplier shall release HABERL ELECTRONIC of such claims.
- 4.11 HABERL ELECTRONIC shall also be entitled to postpone any date of delivery by up to 6 months, by sending a fax or email, insofar as the postponement is made at least 10 business days prior to the originally agreed date of delivery.
- 4.12 In case of EndOfLife- or ProductChangeNotification information which relate to deliverables, supplier shall be obliged to take suitable measures to ensure the delivery and shall notify HABERL ELECTRONIC of such immediately after they have become aware thereof. If supplier culpably fails to take suitable measures or fails to take them in due time, they will reimburse to HABERL ELECTRONIC any damage they incur for

that reason. For this purpose, supplier shall regularly contact their pre-suppliers to ask for planned notices of discontinuation, they shall notify HABERL ELECTRONIC of possible alternative products and provide any associated data sheets, templates, etc., without the need for a request. From the receipt of any notice of discontinuation, HABERL ELECTRONIC will be given the option to place one last purchase order with supplier under the conditions which applied until such time. Supplier shall provide HABERL ELECTRONIC with all documentation which is necessary for using, setting up, assembling, processing, storing, operating, maintaining, inspecting, servicing and repairing the goods, in due time, without the need for a request and free of charge.

5. Quality Assurance

5.1 The following shall apply, unless HABERL ELECTRONIC concluded a separate quality assurance agreement with supplier:

- Supplier shall solely be responsible for the impeccable quality of the goods or services delivered to HABERL ELECTRONIC. Any coordination regarding quality-assurance measures with HABERL ELECTRONIC will not release supplier of their responsibility for the product quality. Supplier shall be obliged to achieve the objective of zero defects and will take suitable measures to comply with this objective by (e.g. a goods leaving inspection regarding 100 % of the goods prior to their delivery to HABERL ELECTRONIC).
- Supplier has a quality management system pursuant ISO 9001 (current version) or a comparable quality management system and will present a certificate of such to HABERL ELECTRONIC. HABERL ELECTRONIC will monitor the supplier accordingly. Supplier guarantees that the production and distribution processes applied in manufacturing and distributing the goods are state of the art and comply with any and all applicable legal provisions. The same shall apply, mutatis mutandis, to services, e.g. programming or painting / stickers.
- Manufactured components must comply with the requirements to components under J-STD002 and J-STD020 to be suitable for further processing. Supplier undertakes to ensure a high-quality packaging, in particular in view of ESD (pursuant to DIN EN 61340) and a protection against humidity (pursuant to J-STD033).
- Supplier will notify HABERL ELECTRONIC prior to changes in production processes or materials of the goods, in good time to enable HABERL ELECTRONIC to verify whether the change might have a negative effect. The same shall apply, mutatis mutandis, to services.
- Delivery of products with date codes older than twenty-four (24) months shall be prohibited; otherwise, HABERL ELECTRONIC may reject the receipt of the delivery at supplier's expense and risk. In deviating cases, written exception rules shall be given by HABERL ELECTRONIC specifically for each article prior to the delivery.
- HABERL ELECTRONIC shall be informed about changes of production sites or sub-contractors without the need for a request.

5.2 HABERL ELECTRONIC reserves the right to make spot checks pursuant to AQL in line with ISO 2859 or 3951 and shall be entitled to reject the entire delivery without a compensation, if it is found that the permitted error rate was exceeded. Likewise,

HABERL ELECTRONIC shall be entitled to reject the entire delivery without compensation, if it is found that an error rate of 10 (ten) dpm regarding catalogue articles or of 300 (three hundred) dpm regarding drawing parts is exceeded.

6. Initial Sampling

- 6.1 The following shall apply, unless HABERL ELECTRONIC concluded a separate quality assurance agreement with supplier:
- Supplier shall perform an initial sampling pursuant to the sampling documents coordinated with HABERL ELECTRONIC and shall send it to EMPB HABERL ELECTRONIC, if that is requested.
 - IMDS data must always be provided in the MDS system.
 - Any serial delivery may only be made after a release by EMPB or after a written coordination with HABERL ELECTRONIC.
 - A new sampling must be performed in case of a rejection of the EMPB.
- 6.2 HABERL ELECTRONIC reserves the right to request an initial sampling in the following cases:
- In case of new parts;
 - In case of changes in the product;
 - In case of changes in drawings or standards;
 - In case of changes of sub-suppliers;
 - In case of changes in raw materials;
 - In case of changes of production sites;
 - In case of interruptions of delivery and production of more than one year;
 - In case of change or repair of tools or preparation of new tools.
- 6.3 Samples shall be sent individually packed and must be uniquely identified as initial samples, unless otherwise required.

7. Transfer of Risk - Investigation of Defects - Warranty

- 7.1 Deliveries shall be made free domicile, unless otherwise agreed in writing.
- 7.2 HABERL ELECTRONIC shall be obliged to inspect the goods in the due course of business for their identity, for conformity between purchase order and delivery in terms of contents and quantity, and for obvious and externally recognisable transport damage within an adequate period of time. Otherwise, the quality assurance set out under Art. 5 shall apply. Supplier will perform an outgoing goods inspection.
- 7.3 HABERL ELECTRONIC will exclusively inspect the delivered goods for quantity, identity and other quality deviations, on the basis of the delivery documentation and the identification on the outside packaging of the goods. No other obligation to perform a technical incoming goods inspection shall apply. HABERL ELECTRONIC will notify supplier of any other defects detected in the normal course of business by HABERL

ELECTRONIC or by customers of HABERL ELECTRONIC. Otherwise, Art. 377 of the *HGB* [German Commercial Court] shall be excluded.

- 7.4 HABERL ELECTRONIC may raise complaints due to defective performance within 8 business days after transfer of risk and, after expiry of this period, in case of hidden defects, within 8 days after having detected them. Supplier shall be obliged to eliminate any defects in the delivered goods immediately after having gained knowledge of such, no later than after the notice of complaints. Any claim made by HABERL ELECTRONIC regarding a defect which is set out in a notice of complaints shall initially suffice.
- 7.5 Notices of complaints and error messages will be handled through debit notes to supplier. Outstanding claims of supplier will be set off and a right of retention will be asserted on a regular basis. After having received the notice of complains, supplier shall be obliged to submit to HABERL ELECTRONIC an 8D report explaining the cause of the error, the determination of the error and the proposed measures to eliminate the error. HABERL ELECTRONIC shall, regardless of the statutory warranty claims to which it is entitled, have the right to request supplier to reimburse the handling, inspection and sorting costs which they incur internally - including the cost for inspection reports prepared or caused to be prepared by HABERL ELECTRONIC in the context of the error determination, insofar as the detected error was demonstrably not attributable by HABERL ELECTRONIC. Furthermore, supplier shall reimburse to HABERL ELECTRONIC, in particular but not limited to, any analysis costs (e.g. grinding and laboratory costs) and additional test costs (e.g. special inspection, repeated inspection).
- 7.6 After the notice of complaints, all stocks held by supplier and HABERL ELECTRONIC shall be inspected by supplier. If repeated or other inspections are necessary due to defects, supplier shall bear all factual and personnel costs for such; that shall apply, to the same extent, also to material certificates of the pre-materials procured by supplier. HABERL ELECTRONIC shall be entitled to the statutory warranty claims without any restrictions. Any elimination of defects shall, at HABERL ELECTRONIC's choice, be made by subsequent fulfilment, either by an elimination of the defect or by a new delivery of defect-free goods. Associated delivery documentation shall, insofar as necessary, also be corrected immediately by supplier. After the unsuccessful expiry of an adequate period granted for the elimination of defects or for a new delivery, HABERL ELECTRONIC may withdraw from the agreement, perform a covering purchase or reduce the agreed remuneration. HABERL ELECTRONIC shall, in each case, also be entitled to request from supplier a reimbursement of the costs that were caused, of the damage and of any futile expenses which can be demonstrated as well as of any expenses made for the purpose of eliminating the defect or making a new delivery. This includes, in particular but not limited to, extra costs caused by obtaining replacement (e.g. more expensive goods, other terms and conditions of delivery and payment, express costs), by splitting manufacturing batches (e.g. set-up costs, subsequent deliveries), by process changes (e.g. subsequent manual mounting deliverables which is otherwise done by machinery), by release processes at HABERL ELECTRONIC or their customers. In addition, costs to prepare tools and inspection facilities, costs for subsequent work incurred by HABERL ELECTRONIC or the customer

(e.g. repeat soldering, tempering, drilling), additional test costs (e.g. special inspection, repeated inspection), reimbursement of the value of non-reparable final products, installation and deinstallation costs, as well as transport and shipment costs and legal expenses. Insofar as provided for by law, these claims shall apply even without the grant of a grace period. The right to reimburse damage instead of the performance shall explicitly be reserved.

- 7.7 A limitation period of three years shall apply from the delivery, unless longer periods are specified by law.
- 7.8 In case HABERL ELECTRONIC raised a complaint notice, the warranty period will be prolonged by the period between such complaint notice and the complete elimination of the defect. Insofar as HABERL ELECTRONIC elects subsequent performance by delivery of defect-free goods, the warranty period for the goods affected by supplier's duty to subsequent fulfilment will recommence.
- 7.9 The warranty accepted by supplier will also apply to the goods procured from their sub-suppliers or pre-suppliers.

Supplier's liability for material defects or any other liability will not be affected when HABERL ELECTRONIC receives the goods. In case of defective or incomplete deliveries and depending on the scope of the defective performance found, HABERL ELECTRONIC shall be entitled to withhold the payment for an adequate partial value of the delivery until the owed delivery was made completely and correctly to HABERL ELECTRONIC. Other claims of HABERL ELECTRONIC shall remain unaffected.

The above rules apply, mutatis mutandis, to services, if applicable.

8. Liability - Product Liability - Liability Insurance - Export Control - RoHS Conformity - Conflict Minerals

- 8.1 Supplier shall be liable for any and all personal injury, property and pecuniary damage caused culpably by them, their legal representatives or their vicarious agents in connection with the performance of their contractual obligations. Insofar as supplier is responsible, in particular, under the *ProdHaftG* [German Product Liability Act] or according to Sections 823 et seq. of the BGB, they shall be obliged to indemnify HABERL ELECTRONIC against any and all claims of third parties, at first request, insofar as the cause falls in their sphere of power and organisation and insofar as they are personally liable in the external relationship or are responsible for the case of liability in any other way. In this context, supplier shall also be obliged to reimburse to HABERL ELECTRONIC any documented necessary expenses which arise out of or in connection with the re-call action performed by BM, insofar as this re-call is necessary on the basis of legal provisions or due to circumstances which would cause a prudent businessman to perform a re-call to prevent any threatening - even non-pecuniary - damage. HABERL ELECTRONIC will notify the supplier of the contents and scope of the re-call actions to be performed, insofar as that is possible and reasonable, and the latter will be given the opportunity to make a statement on the matter.

- 8.2 Supplier shall take out a sufficient business liability insurance and product liability insurance to safeguard any claims for reimbursement, and shall maintain it until the expiry of the warranty period of the last purchase order confirmed by supplier and shall present the policies of such, at request. This insurance must contain an expanded product liability insurance (damage caused by joining, mixing or further or subsequent processing as well as installation and deinstallation costs) in an adequate amount, however with a flat-rate of at least EUR 3,000,000.00 for personal injury and property damage and it must cover the possibly increased risk of a distribution, in particular to the USA, Canada or the like. If HABERL ELECTRONIC is entitled to further claims for damages, these shall remain unaffected. Supplier shall, under their own responsibility, ensure that the products or parts thereof to be delivered by them will not be subject to any national or international import or export restrictions.
- 8.3 If any product or part thereof is subject to such an import and export restriction, supplier shall, at their expense, obtain the necessary import or export licenses for the worldwide export by HABERL ELECTRONIC. In case of violations of import or export restrictions that are culpably caused by supplier, supplier will explicitly release HABERL ELECTRONIC of any liability and responsibility in their external relationship, regardless of the legal reason, and shall bear any damage arising therefrom for HABERL ELECTRONIC in case of a violation.
- 8.4 HABERL ELECTRONIC will order exclusively goods that are in conformity with the RoHS. Therefore, supplier shall, under their own responsibility, ensure that the products or parts thereof to be delivered by them comply, without restrictions, with any and all statutory provisions and are suited for RoHS-conform manufacturing processes. Supplier shall be obliged to provide IMDS data via MDS, free of charge, at HABERL ELECTRONIC's request.
- 8.5 In case of culpable violations against the RoHS conformity provisions, supplier will explicitly release HABERL ELECTRONIC of any liability and responsibility in their external relationship, regardless of the legal reasons, and shall bear any and all damage incurred by HABERL ELECTRONIC for that reason, in case of a violation. Insofar as contract products cannot be delivered in documented conformity with RoHS, HABERL ELECTRONIC reserves the right to withdraw from the relevant master agreement or individual agreement, free of charge for HABERL ELECTRONIC.
- 8.6 HABERL ELECTRONIC shall be obliged to comply with legally prescribed or customer-specified prohibitions or restrictions regarding the use of materials, including hazardous materials and conflict minerals. Therefore, supplier shall ensure that all products delivered to HABERL ELECTRONIC comply with the requirements of all applicable provisions and laws. Supplier shall, in particular, be obliged to comply with all applicable laws and standards, regarding ingredients, in particular the end-of-life vehicle directive, to create guidelines regarding conflict materials and to determine the origin of minerals with the necessary care, to ensure a delivery free of conflict materials and to provide HABERL ELECTRONIC, at the latter's request, with a certificate proving the compliance with such requirements in due time. The code of conduct applicable to suppliers of HABERL ELECTRONIC shall be complied with. Its current version is available for inspection under <http://www.haberl-electronic.de/abg/>.

9. Data Protection Clause

Personal data arising from the agreement shall only be used for the purpose of performing the agreement, for supporting customers, for market and opinion research and for own advertising activities. Any personal data of customer which arise during the contractual relationship or which are necessary for performing the agreement will, insofar, be stored by HABERL ELECTRONIC. Data will also be transmitted to other companies which HABERL ELECTRONIC engaged for the performance of the agreement or of parts thereof, as permitted by law, insofar as that is necessary for performing the agreement.

10. Place of Jurisdiction, Applicable Law

- 10.1 Place of fulfilment shall be at the registered office of our company in Arnstorf, Germany. Place of jurisdiction shall be at our place of business, insofar as supplier is also a merchant, a legal person under public law or a special fund under public law. The same shall apply, if they have no general place of business in Germany or if they relocate their registered office to a foreign country after the conclusion of the agreement. We shall be entitled to sue them also at any other permitted place of jurisdiction.
- 10.2 The legal relationship shall be governed solely by the substantive law of the Federal Republic of Germany to the exclusive of the international private law and the UN Convention on Contracts for the International Sale of Goods.

11. Severability

If individual provisions of the agreement with the customer, including of these Terms and Conditions are or become ineffective, in full or in part, the other provisions shall remain in full force and effect. The fully or partially ineffective provision shall be replaced by a provision the economic success of which comes as close as possible to the ineffective provision. The same shall apply, mutatis mutandis, if a loophole is detected during the performance of the agreement or if a regulation has lost its sense or enforceability due to a change in the situation.