

General Conditions of Sale of Fischer Connectors Asia Ltd.

1. Definitions

- 1.1. "Purchaser" Any legal entity or person that buys the products of Fischer Connectors Asia Ltd.
- 1.2. "FCAL" Abbreviation identifying Fischer Connectors Asia Ltd. as the Seller.

2. General conditions and order

- 2.1. The present General Conditions of Sale apply to and form part of all contracts of sale between the Purchaser of products and/or services and FCAL.
- 2.2. These conditions exclude the application of any other general conditions of sale save those accepted in writing by FCAL.
- 2.3. The Purchaser shall note these General Conditions of Sale on receipt of the offer and expressly accepts them by placing the order.
- 2.4. The contract is deemed concluded once FCAL formally accepts the order from the Purchaser by sending a written confirmation of order to the Purchaser. The Purchaser must check the order confirmation and immediately inform FCAL of any error or anomaly. Should the Purchaser fail to do so, FCAL will manufacture and deliver the product in accordance with the order confirmation, which is deemed binding on the Purchaser.
- 2.5. The period of validity of any offer is indicated in the offer itself.

3. Prices

- 3.1. The prices indicated in the offer are quoted net in HKD or other currencies. They are ex-work Hong Kong, inclusive of packing costs, and without any kind of deduction. All incidental expenses (e.g. insurance, freight charges, export, forwarding or import licences, other authorisations and certifications, etc.), are to be met by the Purchaser. The Purchaser is also responsible for all taxes, levies, customs duties and other charges.
- 3.2. The prices are fixed provided that there is no increase in the cost of materials and labour.

4. Conditions of payment

- 4.1. All invoices are payable net 30 days from date of invoice, save by prior formal agreement to the contrary to be indicated in the invoice and order confirmation.
- 4.2. If the invoice is not settled within the agreed credit terms, after due reminder the Purchaser will be charged penalties on the amount due. Interest on arrears will be applied at 12%. FCAL may also suspend further deliveries in the event of a delay in payment. Any bank charges are to be met by the Purchaser.
- 4.3. FCAL reserves the right to require the Purchaser to provide payment guarantees. If required, these payment guarantees will be stipulated in the offer.

5. Delivery periods

- 5.1. The delivery periods indicated on the order confirmation run from the date of that order confirmation, providing all official formalities (e.g. authorisations to import and make payment) have been completed, necessary installation and safety requirements have been met and principal technical questions have been settled.
- 5.2. Delivery periods are indicative only.
- 5.3. Delivery periods will be extended proportionately in the event of Act of God (natural phenomena, epidemic, mobilisation, war, riot, etc.) or disruption within the company (accidents, industrial disputes, delayed or defective deliveries of raw materials, etc.).
- 5.4. A delay in delivery does not give the Purchaser any right to payment of financial penalties/damages or the right to cancel the contract. FCAL will inform the Purchaser of any delivery delays in writing as soon as possible.

6. Responsibility for the delivery

- 6.1. Delivery is made at the Purchaser's risk and expense (ex-works), unless otherwise indicated in the offer and order confirmation. At the written request of the Purchaser, FCAL will take out freight insurance on the consignment. Any resulting costs will be invoiced to the Purchaser. Unless specifically instructed by the Purchaser, FCAL will select an appropriate method of forwarding and routing the goods. This is not guaranteed to be the fastest or least expensive delivery method for those goods.
- 6.2. The delivery is regarded as complete once the goods leave the FCAL.
- 6.3. Before signing the carrier's delivery note, the Purchaser must indicate thereon any missing or damaged items.
- 6.4. The Purchaser is required to check the delivered goods on receipt. The Purchaser should to notify FCAL, in writing, of any defects within 8 days following acceptance of the delivery, enclosing the delivery note with the complaint. In the absence of such a complaint by the Purchaser, the goods are deemed approved.

7. Warranty

- 7.1. The guarantee period is 1 year. It commences when the consignment leaves the FCAL.
- 7.2. No guarantee for damage due to natural wear and tear, insufficient maintenance, chemical or electrolytic influences, defective wiring work or installation, or other causes not attributable to FCAL.
- 7.3. The guarantee becomes void if the Purchaser or third parties carry out modifications or repairs on the goods without the written agreement of FCAL, or if the Purchaser does not immediately take suitable measures to prevent the aggravation of the damage and permit FCAL to rectify the defect.
- 7.4. On the written request of the Purchaser, FCAL undertake, at our option and as quickly as possible, to repair or replace all parts found to be defective or unusable because of sub-standard materials or manufacturing defect. The replaced parts shall become the property of FCAL.
- 7.5. FCAL will only be liable for expenses resulting from the repair or replacement of defective parts in our workshops. If the faulty parts cannot be replaced or repaired in our workshops for reasons beyond our control, any additional expenses shall be borne by the Purchaser.
- 7.6. No other claim by the Purchaser, specifically those relating to any direct or indirect damage caused by defects, loss of earnings or increased operational costs, damages or cancellation of contract, will be considered in respect of a defective consignment.
- 7.7. Latent defects must be reported in a written complaint as soon as they are observed; failing which FCAL will decline all liability.

8. Property reservation

- 8.1. Ownership of the products is transferred to the Purchaser on full payment of the purchase price.
- 8.2. If the full price is not paid, FCAL shall be entitled to repossess the goods without any preliminary formalities and independently of any legal proceedings. The Purchaser undertakes not to oppose the application of this property reservation clause. Any expenses incurred by the application of this clause, as well as the repair of any deterioration and/or wear and tear of the goods concerned shall be wholly met by the Purchaser.

9. Technical reservation

- 9.1. FCAL reserves the right to amend the technical specifications of the products and services indicated in the order confirmation. However, FCAL guarantees functionality and performance at least equivalent to those of the products/services initially offered.
- 9.2. All technical data with which the Purchaser is provided (leaflets, catalogues, technical documents, drawings, descriptions, reproductions, etc.) in hardcopy or electronic form (including all the technical data available on the site www.fischerconnectors.ch and associated Internet sites), is provided for information purposes only and is indicative.
- 9.3. All technical data transmitted to the Purchaser remains the intellectual property of FCAL and may not be reproduced nor copied, communicated to third parties nor used in any way whatsoever without prior written authorisation by FCAL.

10. Jurisdiction

- 10.1. Jurisdiction for FCAL and the Purchaser rests with the courts of HKSAR. The legal relations between the Purchaser and FCAL shall be subject to HKSAR Law.