

General Terms and Conditions of Fischer Connectors Asia Limited

1. Definitions

- 1.1. "FC A LTD." means Fischer Connectors Asia Limited, in Hong Kong.
- 1.2. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- 1.3. "Order Confirmation" means the written confirmation by FC A LTD. to the Purchaser of FC A LTD.'s acceptance of a Purchase Order received from the Purchaser.
- 1.4. "Purchase Order" means any purchase orders received from the Purchaser by FC A LTD. in relation to products and/or services of FC A LTD.
- 1.5. "Purchaser" means any legal entity or individual that purchases products and/or services of FC A LTD.

2. Application of these General Terms and Conditions

- 2.1. These General Terms and Conditions shall apply to any offer from FC A LTD., any Purchase Order and any Order Confirmation and shall form an integral part of all contracts between the Purchaser and FC A LTD..
- 2.2. The Purchaser acknowledges that it has read these General Terms and Conditions received from FC A LTD. or on FC A LTD.'s website before ordering FC A LTD.'s products and/or services, and expressly and unconditionally accepts these General Terms and Conditions by placing any Purchase Order.
- 2.3. THESE GENERAL TERMS AND CONDITIONS ARE THE ONLY TERMS AND CONDITIONS GOVERNING THE SALE OF GOODS AND/OR PROVISION OF SERVICES BY FC A LTD. TO THE PURCHASER. THESE GENERAL TERMS AND CONDITIONS SHALL PREVAIL OVER ANY OTHER GENERAL TERMS AND CONDITIONS, EXCEPT OTHERWISE EXPRESSLY AGREED IN WRITING BY FC A LTD. THE PURCHASER IN PARTICULAR WAIVES THE APPLICATION OF ITS OWN GENERAL TERMS AND CONDITIONS BY PLACING ANY PURCHASE ORDER WITH FC A LTD., EVEN IF THE PURCHASER'S TERMS AND CONDITIONS HAVE BEEN SUBMITTED TO FC A LTD. BY THE PURCHASER WHEN PLACING ITS PURCHASE ORDER OR AT ANY OTHER MOMENT.

3. Offers, advertising materials, leaflets, prospectus, catalogues

- 3.1. Save as expressly provided otherwise, any technical data (such as technical documents, specifications, drawings, descriptions, sample, reproductions) provided to the Purchaser by FC A LTD. in any FC A LTD.'s documents, such as any FC A LTD.'s offers, advertising materials, leaflets, prospectus or catalogues, in hardcopy or electronic form (including all technical data available on the website www.fischerconnectors.com and associated websites), shall be provided to the Purchaser for information purposes only. Insofar as is permitted by law, in no event may FC A LTD. be bound by or liable (including in case of errors) for any technical data (such as technical documents, specifications, drawings, descriptions, sample, reproductions) contained in any FC A LTD.'s documents, such as any FC A LTD.'s offers, advertising materials, leaflets, prospectus or catalogues, in hardcopy or electronic form (including all technical data available on the website www.fischerconnectors.com and associated websites), unless such technical data is expressly guaranteed by FC A LTD. to the Purchaser.
- 3.2. The period of validity of any FC A LTD.'s offer shall be indicated in the offer itself.

4. Purchase Orders

- 4.1. All Purchase Orders received by FC A LTD. from the Purchaser are subject to acceptance by FC A LTD. FC A LTD. reserves the right to reject any Purchase Order.
- 4.2. The contract between the Purchaser and FC A LTD. shall be deemed entered into only upon FC A LTD.'s express acceptance of the Purchase Order received from the Purchaser by sending an Order Confirmation to the Purchaser. The Purchaser shall review the Order Confirmation upon receipt and immediately inform FC A LTD. of any error or anomaly. Should the Purchaser fail to do so, FC A LTD. shall manufacture and/or deliver and/or provide the product and/or the services in accordance with the Order Confirmation, which shall be deemed binding on the Purchaser.

5. Purchase prices

- 5.1. Unless expressly agreed otherwise, all purchase prices are expressed in HKD (Hong Kong dollars) and exclusive of sales tax and any other applicable taxes.
- 5.2. Unless expressly agreed otherwise, all prices are expressed as Ex-Works (EXW, Incoterms 2010), inclusive of packing costs, and without any kind of deduction. All incidental expenses (such as but not limited to insurance, freight charges, export, forwarding or import licences, other authorisations and certifications) shall be borne by the Purchaser. The Purchaser shall also be responsible for the payment of all taxes, levies, customs duties and other charges.
- 5.3. All prices shall be fixed provided that there is no increase in the manufacturing costs, including cost of materials and labour.

6. Conditions of payment

- 6.1. All invoices from FC A LTD. shall be payable by the Purchaser within 30 days from the date of the invoice, unless otherwise expressly agreed and indicated in the invoice and the Order Confirmation.
- 6.2. All payments of the Purchaser to FC A LTD. shall be made in full, without any set off, deduction or withholding for any counter-claim, taxes, duties or other charges. Any bank charges shall be borne by the Purchaser.

6.3. If the invoice is not settled within the such payment terms, and after due reminder from FC A LTD., FC A LTD. shall be entitled to claim from the Purchaser payment of a default interest of 9% per annum. Interest shall accrue daily. The Purchaser shall reimburse FC A LTD. for all costs incurred in collecting any late payment, including, without limitation, any reasonable legal fees. FC A LTD. may also suspend performance of further deliveries of products and/or services in the event of a delay in payment by the Purchaser.

6.4. FC A LTD. reserves the right to require the Purchaser to provide payment guarantees. If required, these payment guarantees shall be expressly stipulated by FC A LTD. in its offer or before sending the Order Confirmation to the Purchaser.

7. Transfer of ownership, reservation of title, right to repossess the goods

- 7.1. Ownership of goods delivered to the Purchaser shall be transferred to the Purchaser upon full payment of the purchase price. The Purchaser shall cooperate in any actions to be taken for safeguarding the title of FC A LTD. until full payment of the purchase price. The Purchaser agrees and authorises FC A LTD., as the case may be, to enter or register the reservation of title in any register pursuant to any applicable law and satisfy with any related formalities at the Purchaser's expenses. For the duration of such reservation of title, the Purchaser shall keep the delivered goods in good conditions at its own expenses and properly insure them accordingly.
- 7.2. If the full purchase price is not paid, FC A LTD. shall be entitled to withdraw from the contract and repossess the goods delivered to the Purchaser without any preliminary formalities and independently of any legal proceedings. The Purchaser undertakes not to oppose the application of this FC A LTD.'s right. 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 entirely borne by the Purchaser.

8. Delivery periods

- 8.1. Delivery periods shall be mentioned in the Order Confirmation. Unless expressly agreed otherwise, such delivery periods shall be indicative only.
- 8.2. The delivery periods indicated in the Order Confirmation shall run from the date of that Order Confirmation, provided all official formalities (e.g. authorisations to import and make payment) have been completed, necessary installation and safety requirements have been met and main technical issues have been settled.
- 8.3. FC A LTD. shall be discharged from any commitment relating to delivery periods indicated in the Order Confirmation in the event of a force majeure (such as, without limitation, natural phenomena, epidemic, mobilisation, war, riot), disruption within FC A LTD. (such as, without limitation, accidents, industrial disputes, delayed or defective deliveries of raw materials), or any other circumstances beyond FC A LTD.'s control. Delivery periods shall be extended proportionately in such cases.
- 8.4. Any delay in delivery shall not grant the Purchaser any right to recovery of direct, indirect or consequential damages or the right to terminate or withdraw from the contract with FC A LTD.. FC A LTD. shall inform the Purchaser of any delivery delays in writing as soon as possible.

9. Delivery of products, inspection and rejection of defaulting products

- 9.1. Delivery of goods to the Purchaser is considered as complete once the goods have been made available to the Purchaser at FC A LTD.'s facility (Ex-Works, Incoterms 2010).
- 9.2. Delivery is made at the Purchaser's risk and expenses (Ex-Works, Incoterms 2010), unless expressly agreed otherwise and indicated in FC A LTD.'s offer or in the Order Confirmation. At the written request of the Purchaser, FC A LTD. will take out freight insurance on the consignment. Any resulting costs shall be invoiced to the Purchaser. Unless specifically instructed by the Purchaser, FC A LTD. shall select an appropriate method of forwarding and routing the goods which shall not be guaranteed by FC A LTD. as the fastest or least expensive delivery method for those goods.
- 9.3. Before signing the carrier's delivery note, the Purchaser shall have to indicate thereon any missing or damaged items.
- 9.4. The Purchaser shall be required to check the delivered goods on receipt. The Purchaser shall notify FC A LTD., in writing, of any defects within eight (8) days following acceptance of the delivery, enclosing the delivery note with the detailed complaint. In the absence of a notice of defects from the Purchaser within this deadline, the goods shall be deemed accepted by the Purchaser. Latent defects have to be reported by the Purchaser in a written detailed complaint immediately after discovery of the defect(s) and within the warranty period (article 11 below), failing which FC A LTD. shall decline all warranties or liability.

10. Transfer of benefits and risks

- 10.1. The benefit and risks shall pass to the Purchaser at the moment the delivery of the goods is complete, i.e. once the goods have been made available to the Purchaser at FC A LTD.'s facility (article 9.1 above).
- 10.2. If delivery is postponed at the Purchaser's request, or delayed for any reason beyond FC A LTD.'s control, the benefits and risks shall pass to the Purchaser at the time the delivery was originally scheduled to leave FC A LTD.'s factory. From this moment, the goods shall be stored for the account and at the risks and expenses of the Purchaser.

11. Warranty

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- 11.1. THE WARRANTY PERIOD FOR THE PRODUCTS AND SERVICES OF FC A LTD. IS 12 MONTHS, STARTING WHEN THE CONSIGNMENT LEAVES FC A LTD.'S FACTORY. IF DELIVERY IS POSTPONED AT THE PURCHASER'S REQUEST, OR DELAYED FOR ANY REASON BEYOND FC A LTD.'S CONTROL, THE WARRANTY PERIOD SHALL BE 12 MONTHS STARTING FROM NOTIFICATION TO THE PURCHASER THAT THE CONSIGNMENT IS READY FOR DELIVERY.
- 11.2. The warranty shall be void if the Purchaser or any third party carries out modifications or repairs on the products or services without the prior written agreement of FC A LTD., or if the Purchaser does not immediately take suitable measures to prevent the aggravation of the damage and permit FC A LTD. to rectify the defect.
- 11.3. At the written request of the Purchaser and provided that products and services are proved to be, and acknowledged by FC A LTD. as, defective or unusable because of substandard materials or manufacturing defect(s), FC A LTD. undertakes, at FC A LTD.'s option and as quickly as possible, to repair or replace all parts of the products or services which are defective or unusable because of substandard materials or manufacturing defect(s). The replaced parts shall become the property of FC A LTD..
- 11.4. EXPRESS WARRANTIES ARE ONLY THOSE WHICH HAVE BEEN EXPRESSLY SPECIFIED IN THE ORDER CONFIRMATION OR WHICH ARE SPECIFICATIONS EXPRESSLY GUARANTEED. UNLESS EXPRESSLY AGREED OTHERWISE, FC A LTD. SHALL NOT WARRANTY THE PURPOSE OF USE OF ITS PRODUCT OR SERVICES INTENDED BY THE PURCHASER AND ALL OTHER WARRANTIES WHICH MAY BE IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 11.5. FC A LTD. shall only be liable for expenses resulting from the repair or replacement of defective parts in FC A LTD.'s workshops. If such parts cannot be replaced or repaired in FC A LTD.'s workshops for reasons beyond FC A LTD.'s control, any additional expenses shall be borne by the Purchaser.
- 11.6. The warranty shall not cover damages to the products or services which are not due to substandard materials or manufacturing defects, such as but not limited to damages due to natural wear and tear, insufficient or inappropriate maintenance (including failure to maintain the products or services according to FC A LTD.'s instructions), chemical or electrolytic influences, defective wiring work or installation, improper storage conditions, defective operations resulting from non-compliance with FC A LTD.'s instructions, or damages due to other causes not attributable to FC A LTD. or beyond FC A LTD.'s control. FC A LTD. shall not be liable for damages to the products or services resulting from assembly process, installation or testing performed by the Purchaser or any third party upon the Purchaser's request, or damages due to other action or process performed on the products or services by the Purchaser or any third party upon the Purchaser's request which fails to comply with FC A LTD.'s instructions or which are otherwise beyond FC A LTD.'s control. FC A LTD. shall not be liable for any defect or failure of FC A LTD.'s products or services which operates in accordance with specifications, illustrations, descriptions or other particulars due to combination or use of FC A LTD.'s products or services with any incompatible equipment or product of the Purchaser or a third party.
- 11.7. FC A LTD. shall not be liable for defects, lack of sufficiency, lack of fitness for particular purpose or lack of quality of custom connectors or cable assembly solution to the extent attributable to the Purchaser's instructions, specification or other directions.
- 11.8. If the Purchaser provides elements to FC A LTD., which are manufactured by the Purchaser or by a third party, for the provision by FC A LTD. to the Purchaser of custom connectors or cable assembly solutions, these elements shall be delivered free of charge to FC A LTD.'s factory at the Purchaser's full risks. In no event may FC A LTD. be liable if such elements are not delivered in time, in sufficient quantity or in an acceptable condition. In no event may FC A LTD. be liable for the technical functional performance, quality deficiency or any other defects of such elements. FC A LTD. reserves the right to refuse to use such elements if they do not meet FC A LTD.'s quality requirements and standards. In such cases the Purchaser shall indemnify FC A LTD. for any related additional costs FC A LTD. may incur or any damages caused to FC A LTD..
- The Purchaser shall be liable for breach of any intellectual property rights or other rights of third parties relating to such elements provided by the Purchaser to FC A LTD. The Purchaser shall fully indemnify FC A LTD. for any damages (including legal fees) due to any claim of any third party in relation to elements provided by the Purchaser to FC A LTD..
- 11.9. THE PURCHASER ACKNOWLEDGES AND AGREES THAT REMEDIES SET OUT HEREUNDER ARE THE PURCHASER'S EXCLUSIVE REMEDIES. UNLESS PROVIDED OTHERWISE HEREUNDER, THE PURCHASER SHALL IN PARTICULAR HAVE NO CLAIM FOR REDUCTION OF THE PURCHASE PRICE, TERMINATION OF OR WITHDRAWAL FROM THE CONTRACT WITH FC A LTD., AND/OR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES.
12. **Limitation of liability**
- 12.1. To the extent permitted by applicable law, FC A LTD. shall only be liable to the Purchaser for wilful misconduct or negligence.
- 12.2. To all extent permitted by applicable law, FC A LTD.'s liability shall be limited to the purchase price of the products or services ordered by the Purchaser.
- 12.3. In no event may FC A LTD. be liable for any consequential or indirect losses or damages of any kind, including loss of profits, loss of production, loss of benefits, loss of orders or increased operational costs, including if such damages or losses were foreseeable or contemplated by the parties.
- 12.4. FC A LTD. shall not be liable for any failure to perform its obligations hereunder or under the contract with the Purchaser due to circumstances beyond its reasonable control (force majeure event), including any impediments arising out of local or international foreign trade and custom requirements or any embargos or other sanctions (such as export control provisions).
- 12.5. Nothing in these General Terms and Conditions shall be construed as limiting or excluding either party's liability to the other for any death or personal injury resulting from the first party's negligence.
13. **Technical reservation**
- 13.1. Unless expressly agreed otherwise with the Purchaser, FC A LTD.'s products and services shall comply exclusively with the rules, regulations and standards in force in Switzerland. In no event may FC A LTD. be liable for breach of any rules, regulations or standards applicable in another jurisdiction, especially in the Purchaser's country of domicile or the country of domicile of the Purchaser's clients.
- 13.2. Unless expressly agreed otherwise with the Purchaser, FC A LTD. shall be free to make any change at any time and at its entire discretion to its products and services, manufacturing processes and methods, testing, quality control and assurance processes, system and status, procedures, input, policy, materials, specifications, packaging, labelling, software, environment conditions, equipment, manufacturing site, without having to inform, notify or get the approval of the Purchaser. FC A LTD. shall also be free to change its subcontractors, third party suppliers, and/or third party service providers, if any, without having to inform, notify or get the approval of the Purchaser. In no event may FC A LTD. have to comply with, and be liable for breach of, any law, rules or regulations applicable to the Purchaser using products or services supplied by FC A LTD. for its own products, services, or for any other purpose.
- 13.3. Unless expressly agreed otherwise with the Purchaser, FC A LTD. shall be entitled to unilaterally amend the technical specifications of the products and/or services indicated in the Order Confirmation, provided that such amendments do not trigger any increase of the purchase price indicated in the Order Confirmation, and the design, fitness, functionality and performance of such products and/or services is at least equivalent to those of the products or services initially ordered.
14. **Intellectual property**
- 14.1. All technical data communicated to the Purchaser shall remain the intellectual property of FC A LTD., or of another company belonging to FC A LTD.'s group as the case may be, and may not be reproduced nor copied, communicated to third parties nor used in any way whatsoever without prior written authorisation by FC A LTD..
15. **Jurisdiction, applicable law**
- 15.1. Any dispute, controversy arising out of or in connection with any contract between FC A LTD. and the Purchaser, including the validity, breach or termination thereof, SHALL BE SUBMITTED TO THE JURISDICTION OF THE HONG KONG COURTS.
- 15.2. Any contractual relationship between the Purchaser and FC A LTD. and any Purchase Order shall be governed by THE LAWS OF HONG KONG. The United Nations Convention on contracts for the international sale of goods of 11 April 1980 (known as the Vienna Sale of Goods Convention) shall not apply and is expressly excluded.