

General Terms and Conditions of Fischer Connectors Limited

1. Definitions

- 1.1. **"FC LTD."** means Fischer Connectors Limited, 11 The Briars – Waterberry Drive, Waterlooville, Hampshire, P07 7YH.
- 1.2. **"Group Company"** or **"Group Companies"** means in respect of a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time ("Parent Undertaking" and "Subsidiary Undertaking" having the meanings set out in section 1162 Companies Act 2006);
- 1.3. **"Insolvent"** means a party is Insolvent where: (a) it has a receiver, administrator or provisional liquidator appointed; (b) it enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction); (c) it passes a resolution for its winding-up; (d) it enters into any composition or arrangement with creditors; (e) it ceases to trade; (f) it is unable to pay its debts as they fall due; (g) it has any distraint, execution or other process levied or enforced on any of its property which is not paid out, settled or discharged within 10 business days; (g) it is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction; or (h) it is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000).
- 1.4. **"Liability"** means liability arising out of or in connection with these Terms and Conditions, whether in contract, tort, misrepresentation, restitution, under statute or otherwise and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under these Terms and Conditions, in each case howsoever caused including if caused by negligence.
- 1.5. **"Order Confirmation"** means the written confirmation by FC LTD. to the Purchaser of FC LTD.'s acceptance of a Purchase Order received from the Purchaser.
- 1.6. **"Purchase Order"** means any purchase orders received from the Purchaser by FC LTD. in relation to goods and/or services of FC LTD. and which sets out details of such goods and/or services.
- 1.7. **"Purchaser"** means any legal entity or individual that purchases goods and/or services from FC LTD..
- 1.8. **"Terms and Conditions"** means these General Terms and Conditions

2. Application of these General Terms and Conditions

- 2.1. These Terms and Conditions shall apply to any offer from FC LTD., any Purchase Order and any Order Confirmation and shall form an integral part of all Contracts between the Purchaser and FC LTD..
 - 2.2. The Purchaser acknowledges that it has read these Terms and Conditions received from FC LTD. or on FC LTD.'s website before ordering FC LTD.'s goods and/or services, and expressly and unconditionally accepts these General Terms and Conditions by placing any Purchase Order.
 - 2.3. THESE TERMS AND CONDITIONS ARE THE ONLY TERMS AND CONDITIONS GOVERNING THE SALE OF GOODS AND/OR PROVISION OF SERVICES BY FC LTD. TO THE PURCHASER. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ANY OTHER GENERAL TERMS AND CONDITIONS, EXCEPT OTHERWISE EXPRESSLY AGREED IN WRITING BY FC LTD.. THE PURCHASER IN PARTICULAR WAIVES THE APPLICATION OF ITS OWN GENERAL TERMS AND CONDITIONS BY PLACING ANY PURCHASE ORDER WITH FC LTD., EVEN IF THE PURCHASER'S TERMS AND CONDITIONS HAVE BEEN SUBMITTED TO FC 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, samples, reproductions) ("Technical Data") provided to the Purchaser by FC LTD. in any of FC LTD.'s documents, such as any of FC LTD.'s offers, advertising materials, leaflets, prospectuses or catalogues, in hardcopy or electronic form (including all technical data available on the website www.fischerconnectors.com and associated websites) ("Documents"), shall be provided to the Purchaser for information purposes only. In no event may FC LTD. be bound by or liable (including in case of errors) for any Technical Data contained in any of FC LTD.'s Documents, unless express warranties are made about the Technical Data by FC LTD. to the Purchaser.
 - 3.2. The period of validity of any offer by FC LTD. shall be indicated in the offer itself.

4. Purchase Orders

- 4.1. All Purchase Orders received by FC LTD. from the Purchaser are subject to acceptance by FC LTD.. FC LTD. reserves the right to reject any Purchase Order.
- 4.2. A contract between the Purchaser and FC LTD. on the terms and conditions set out in these Terms and Conditions shall be deemed entered into only upon FC LTD.'s express acceptance of a Purchase Order received from the Purchaser by sending an Order Confirmation to the Purchaser ("**Contract**"). The Purchaser shall review the Order Confirmation upon receipt and immediately inform FC LTD. of any error or anomaly. Should the Purchaser fail to do so, FC LTD. shall manufacture and/or deliver and/or provide the goods 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 GBP (pound sterling) and exclusive of VAT and other taxes which shall also be payable by the Purchaser as applicable.
- 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. If there is an increase in such costs, the prices shall be increased accordingly, at FC LTD.'s discretion.

6. Conditions of payment

- 6.1. All invoices from FC 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 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 such payment terms, and after due reminder from FC LTD., FC LTD. shall be entitled to claim from the Purchaser payment of interest on the sum payable of 9% per annum from the due date until the date of payment. Interest shall accrue daily. The Purchaser shall reimburse FC LTD. for all costs incurred in collecting any late payment, including, without limitation, any reasonable legal fees. FC LTD. may also suspend performance of current and further deliveries of goods and/or services in the event of a delay in payment by the Purchaser.
- 6.4. FC LTD. reserves the right to require the Purchaser to provide payment guarantees. If required, these payment guarantees shall be expressly stipulated by FC 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. Risk of damage to or loss of any goods will pass to the Purchaser immediately once the goods have been made available to the Purchaser at FC LTD.'s facility in accordance with clause 9.1.
- 7.2. Subject to clauses 7.3 and 7.4, legal and beneficial ownership of the goods will not pass to the Purchaser until FC LTD. has received in full in cleared funds:
 - 7.2.1. all sums due to it in respect of the goods; and
 - 7.2.2. all other sums which are or which become due to it from the Purchaser on any account whatsoever.
- 7.3. The Purchaser may resell the goods in the ordinary course of its business and, if it does so, legal and beneficial ownership of goods will pass to the Purchaser immediately prior to the Purchaser entering into a binding contract for the sale of those goods.
- 7.4. FC LTD. may, by giving written notice to the Purchaser, pass legal and beneficial ownership of the goods (or any of them) to the Purchaser at any time before such ownership would otherwise have passed to the Purchaser. Until ownership of the goods has passed to the Purchaser, the Purchaser will:
 - 7.5.1. hold the goods on a fiduciary basis as FC LTD.'s bailee;
 - 7.5.2. store the goods (at no cost to FC LTD.) separately from all other goods in such a way that they remain readily identifiable as FC LTD.'s property;
 - 7.5.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the goods;
 - 7.5.4. maintain the goods in good condition; and
 - 7.5.5. keep the goods insured for their full price against damage or loss on an "all risks" basis with insurers approved by FC LTD., (acting reasonably), whenever requested by FC LTD. produce a copy of the policy of insurance in respect of the goods to FC LTD., do nothing and not omit to do anything which in consequence permits any insurer to refuse to indemnify the Purchaser in full in accordance with the terms of any insurance policy maintained in respect of the goods in respect of any claim made under any such insurance policy and ensure that any insurance proceeds received by the Purchaser under the relevant policy are applied to repairing damaged goods or, in the event that they are not so applied, hold such proceeds on trust for FC LTD..
- 7.6. The Purchaser agrees and authorises FC 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 expense.
- 7.7. If the full purchase price is not paid by its due date, FC LTD. shall be entitled, at its discretion, to withdraw from the Contract and repossess the goods delivered to the Purchaser without any preliminary formalities and independently of any legal proceedings and the Purchaser grants and will procure that the owner of any relevant third party premises grants FC LTD., its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession, use and resale has terminated, to repossess them. The Purchaser undertakes not to oppose the application of this right of FC LTD.. 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.
- 7.8. The Purchaser's right to possession, use and resale of the goods will terminate immediately if, before ownership of the goods passes to the Purchaser in accordance with clauses 7.2, 7.3 and 7.4 the Purchaser becomes Insolvent.
- 7.9. FC LTD. will be entitled to recover payment for the goods (including by way of an action for the price) notwithstanding that ownership of any of the goods has not passed from FC LTD..
- 7.10. If the Purchaser's right to possession, use and resale of the goods terminates in accordance with these Terms and Conditions, FC LTD. will be entitled to issue it with a credit note for all or any part of the price of the goods together with value added tax thereon.

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- 7.11. FC LTD.'s rights contained in this clause 7 will survive expiry or termination of the Contract however arising.
- 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 (at FC LTD.'s discretion).
- 8.3. FC LTD. shall be discharged from any commitment relating to delivery periods indicated in the Order Confirmation or any of its obligations under these Terms and Conditions without any Liability to the Purchaser in the event of force majeure (such as, without limitation, natural phenomena, epidemic, mobilisation, war, riot, disruption within FC LTD. (such as, without limitation, accidents, industrial disputes, delayed or defective deliveries of raw materials), any impediments arising out of local or international foreign trade and custom requirements or any embargos or other sanctions (such as export control provisions)) or any other circumstances beyond FC LTD.'s reasonable control. Delivery periods shall be extended proportionately in such cases.
- 8.4. Any delay in delivery shall not grant the Purchaser any right to payment of financial penalties and/or direct, indirect or consequential damages or the right to terminate or withdraw from the Contract with FC LTD.. FC LTD. shall inform the Purchaser of any delivery delays in writing as soon as reasonably possible.
- 9. Delivery of goods, inspection and rejection of defaulting goods**
- 9.1. Delivery of goods to the Purchaser is considered as complete once the goods have been made available to the Purchaser at FC LTD.'s facility (Ex-Works, Incoterms 2010).
- 9.2. Delivery is made at the Purchaser's risk and expense (Ex-Works, Incoterms 2010), unless expressly agreed otherwise and indicated in FC LTD.'s offer or in the Order Confirmation. At the written request of the Purchaser, FC LTD. will take out freight insurance (of FC LTD.'s choosing) on the consignment. Any resulting costs shall be invoiced to the Purchaser. Unless specifically instructed by the Purchaser, FC LTD. shall select an appropriate method of forwarding and routing the goods which shall not be warranted by FC 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 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 (clause 10.1 below). FC LTD. will not be liable for any claims set out outside the timescales set out in this clause 9.4.
- 9.5. Should the Purchaser fail to accept delivery of the goods, FC LTD. will be entitled to:
- 9.5.1. store or arrange for the storage of the goods until the Purchaser accepts delivery of them or they are disposed of under clause 9.5.2 (as applicable);
- 9.5.2. treat the applicable Contract as repudiated by the Purchaser and dispose of the goods in any way FC LTD. sees fit, including by sale to another person. If FC LTD. sells any of the goods under this clause 9.5.2 at a price which is less than the relevant price plus any relevant packaging, insurance, carriage and delivery costs, FC LTD. will be entitled to charge the Purchaser for the shortfall; and
- 9.5.3. charge the Purchaser for all costs and expenses which FC LTD. incurs under clauses 9.5.1 and 9.5.2.
- 10. Warranty**
- 10.1. THE WARRANTY PERIOD FOR THE GOODS AND SERVICES IS 12 MONTHS, STARTING WHEN THE CONSIGNMENT LEAVES FC LTD.'S FACTORY. IF DELIVERY IS POSTPONED AT THE PURCHASER'S REQUEST, OR DELAYED FOR ANY REASON BEYOND FC LTD.'S CONTROL, THE WARRANTY PERIOD SHALL BE 12 MONTHS STARTING FROM NOTIFICATION TO THE PURCHASER THAT THE CONSIGNMENT IS READY FOR DELIVERY.
- 10.2. FC LTD. warrants to the Purchaser that during the warranty period referred to at clause 10.1 the goods and services will conform to the specification in the Order Confirmation.
- 10.3. The warranty shall be void if the Purchaser or any third party carries out modifications or repairs on the goods or services without the prior written agreement of FC LTD., or if the Purchaser does not immediately take suitable measures to prevent the aggravation of the damage and permit FC LTD. to rectify the defect.
- 10.4. At the written request of the Purchaser and provided that goods and services are proved to be, and acknowledged by FC LTD. as, defective or unusable because of substandard materials or manufacturing defect(s), FC LTD. undertakes, at FC LTD.'s option, to repair or replace all parts of the goods or services which are defective or unusable because of substandard materials or manufacturing defect(s). The replaced parts shall become the property of FC LTD. The remedies described in this clause 10.4 are the Purchaser's only remedies under these Terms and Conditions.
- 10.5. The only warranties provided by FC LTD. to the Purchaser are those set out in these Terms and Conditions. Subject to clause 11.3, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from these Terms and Conditions.
- 10.6. FC LTD. shall only be liable for expenses resulting from the repair or replacement of defective parts in FC LTD.'s workshops. If such parts cannot be replaced or repaired in FC LTD.'s workshops for reasons beyond FC LTD.'s control, any additional expenses shall be borne by the Purchaser.
- 10.7. The warranty shall not cover damages to the goods 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 goods or services according to FC LTD.'s instructions), chemical or electrolytic influences, defective wiring work or installation, improper storage conditions, defective operations resulting from non-compliance with FC LTD.'s instructions, or damages due to other causes not attributable to FC LTD. or beyond FC LTD.'s control. FC LTD. shall not be liable for damages to the goods 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 goods or services by the Purchaser or any third party upon the Purchaser's request which fails to comply with FC LTD.'s instructions or which are otherwise beyond FC LTD.'s control. FC LTD. shall not be liable for any defect or failure of FC LTD.'s goods or services which operates in accordance with specifications, illustrations, descriptions or other particulars due to combination or use of FC LTD.'s goods or services with any incompatible equipment or product of the Purchaser or a third party.
- 10.8. FC 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.
- 10.9. If the Purchaser provides elements to FC LTD., which are manufactured by the Purchaser or by a third party, for the provision by FC LTD. to the Purchaser of custom connectors or cable assembly solutions, these elements shall be delivered free of charge to FC LTD.'s factory at the Purchaser's full risks. In no event may FC LTD. be liable if such elements are not delivered in time, in sufficient quantity or in an acceptable condition. In no event may FC LTD. be liable for the technical functional performance, quality deficiency or any other defects of such elements. FC LTD. reserves the right to refuse to use such elements if they do not meet FC LTD.'s quality requirements and standards. In such cases the Purchaser shall indemnify FC LTD. for any related additional costs FC LTD. may incur or any damages caused to FC LTD.. The Purchaser shall be liable to FC LTD. for any breach by FC LTD. of any intellectual property rights or other rights of third parties relating to such elements provided by the Purchaser to FC LTD.. The Purchaser shall fully indemnify FC LTD. for any losses, liabilities, costs and damages (including legal fees) arising from a claim of any third party against FC LTD. or any of its affiliate companies in relation to elements provided by the Purchaser to FC LTD..
- 10.10. 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 LTD., AND/OR INDIRECT OR CONSEQUENTIAL DAMAGES.
- 11. Limitation of liability**
- 11.1. Subject to clause 11.3, FC LTD.'s maximum aggregate Liability will be limited to the purchase price of the applicable goods or services ordered by the Purchaser to which the act, event, omission or circumstance giving rise to FC LTD.'s Liability relates.
- 11.2. FC LTD. will not have any Liability to the Purchaser for any:
- 11.2.1. loss of profit (whether direct, indirect or consequential);
- 11.2.2. loss of revenue, loss of production, loss of benefits or loss of business (in each case whether direct, indirect or consequential);
- 11.2.3. loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
- 11.2.4. loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
- 11.2.5. loss of bargain (whether direct, indirect or consequential); or
- 11.2.6. loss relating to increased operational costs (whether direct, indirect or consequential);
- 11.2.7. indirect, consequential or special loss, subject always to clause 11.3.
- 11.3. Nothing in these Terms and Conditions will operate to exclude or restrict FC LTD.'s Liability (if any) to the Purchaser:
- 11.3.1. for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);
- 11.3.2. for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; and
- 11.3.3. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its Liability.
- 12. Technical reservation**
- 12.1. Unless expressly agreed otherwise with the Purchaser, FC LTD.'s goods and services shall comply exclusively with the rules, regulations and standards in force in Switzerland. In no event may FC 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.
- 12.2. Unless expressly agreed otherwise with the Purchaser, FC LTD. shall be free to make any change at any time and at its entire discretion to its goods 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 LTD. shall also be free to change its

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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 LTD. have to comply with, and be liable for breach of, any law, rules or regulations applicable to the Purchaser using goods or services supplied by FC LTD. for its own goods, services, or for any other purpose.

- 12.3. Unless expressly agreed otherwise with the Purchaser, FC LTD. shall be entitled to unilaterally amend the technical specifications of the goods 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 goods and/or services is at least equivalent to those of the goods or services initially ordered.

13. Intellectual property

- 13.1. All technical data communicated to the Purchaser shall remain the intellectual property of FC LTD. or its Group Companies (as applicable) and may not be reproduced nor copied, communicated to third parties nor used in any way whatsoever without prior written authorisation by FC LTD..

14. Termination

- 14.1. If the Purchaser commits a material breach of these Terms and Conditions FC LTD. may terminate the Contract immediately by giving written notice to that effect to the Purchaser. This clause 14.1 will not apply to any failure by the Purchaser to make any payment due to FC LTD. under the Contract on or before the due date. Clause 14.2 will apply instead to any such failure.
- 14.2. FC LTD. may terminate the Contract immediately by giving written notice to that effect to the Purchaser if it fails to make any payment due to FC LTD. under the Contract on or before the due date.
- 14.3. FC LTD. may terminate the Contract immediately by giving written notice to that effect to the Purchaser if the Purchaser becomes Insolvent.
- 14.4. Following expiry or termination of the Contract:
- 14.4.1. any terms which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
- 14.4.2. all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

15. Jurisdiction, applicable law

- 15.1. These Terms and Conditions and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 15.2. Subject to clause 15.3, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual obligations).
- 15.3. The parties may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.