

VALID FROM 01.01.2017

General Terms of Sale

Stäubli Electrical Connectors Ltd. (herein after called "STÄUBLI")

1. APPLICATION

These general terms and conditions of sale are brought to the customer's attention with the sales proposal or, in case of a direct order, via the order confirmation.

All sales are concluded subject to the condition precedent of the application of the full version of these general terms and conditions of sale. It is inferred that the customer unconditionally accepts these terms and conditions.

These general terms and conditions of sale shall prevail over those of the customer, notwithstanding any conflicting clauses provided for in its general terms and subject to any amendments which may be made to these terms and conditions under the provisions of this clause.

Any contractual provisions contrary to these terms and conditions must be proposed to STÄUBLI in writing, separately from the pre-printed terms on the customer's contractual documents, and prior to STÄUBLI's acceptance of the order. In order to be binding on STÄUBLI, the proposed modification must be expressly approved, prior to order acceptance, in writing and signed by STÄUBLI.

In case of financial risk, STÄUBLI may in particular demand guarantees and/or special payment terms.

2. OFFER - ORDER CONFIRMATION

Offer sent to the customer has a period of validity of one (1) month, unless expressly otherwise specified.

Orders sent by the customer constitute order proposals subject to acceptance by STÄUBLI. They must be complete and all their elements precisely defined. Orders drawn up by agents and/or representatives of STÄUBLI are binding only if confirmed by STÄUBLI. An order shall be considered ac-

cepted by STÄUBLI only when the customer has received an order confirmation.

3. CANCELLATION OR MODIFICATION OF ORDERS

All orders placed with STÄUBLI are firm and definitive. Exceptionally, they may be cancelled or modified at the customer's writing request on condition of STÄUBLI's express agreement, depending on the work already undertaken. Any modification may increase the cost of the order, which shall be notified to the customer for acceptance, and/or cause delivery delays for the relevant order.

4. PRICES - EQUIPMENT SOLD

The prices, information and characteristics presented in the catalogues, specification sheets or other documents are for information purposes only and under no circumstances shall they be considered as firm offers. These documents are not legally binding. Prices are quoted exclusive of all taxes for products shipped ex-works, unpacked, un-assembled and non-operational. The customer shall bear all taxes, fees, costs, tax stamps and insurance premiums. For deliveries abroad, all taxes, duties, fees, and inspection costs shall be borne by the customer, as well as any costs incurred pursuant to foreign legislation. Furthermore, at any time and without notice, STÄUBLI reserves the right to carry out such modifications or improvements as it deems necessary on any product and the customer shall not be entitled to bring a claim for any damage arising therefrom.

A handling fee of twenty five (25) pounds shall apply to any order for a net amount of less than fifty (50) pounds exclusive of taxes.

5. PAYMENT

The payment terms shall be (30) days from the invoice date. Unless otherwise provided in any special terms, customers shall make all payments net, cash, without discount and at STÄUBLI's office. A down payment upon order placement is required for all capital goods and no interest shall accrue thereon. Any bills of exchange enclosed with invoices for acceptance must be returned to STÄUBLI accepted within seven (7) days. Interest for late payment, which shall accrue at a rate of 4% above the Bank of England base rate can rightfully and with no requirement for formal notice be applied in case of non-payment by the due date.

In case of the execution of an order, STÄUBLI reserves the right to require guarantees for payment and the proper performance of financial undertakings, should the customer's financial situation deteriorate, shown either by non-payment of the due amount at the agreed date or by an examination of the customer's financial and accounting documents or by any other means demonstrating this deterioration in a tangible way. In such circumstances, STÄUBLI reserves the right to solicit such guarantees as are required to safeguard its rights or to suspend the performance of pending orders without prejudice to any cancellation of the order at its discretion. If the customer has not paid within three (3) months from the payment date the whole or the part of the contract price which have become due, STÄUBLI shall be authorised to put a stop to any remaining shipments and, after the giving of formal notice, to cancel the order by virtue of the customer's fault and to its detriment. It is expressly stipulated that in this case, any outstanding amounts will be subject to a fixed, lump sum surcharge equal to fifteen percent (15%) of the amount of the pay-

able debts, by way of a liquidated damages clause, without prejudice to any and all interest, costs and fees that could be incurred by litigation. Any debt collection costs that STÄUBLI may be required to incur and fees of representatives of the law shall be borne by the defaulting customer.

In the event that the customer sells, transfers or pledges its business or equipment or contributes its business or equipment to a company or one of the payments or the acceptance of a bill of exchange is not made on the agreed date, all amounts due will become payable whatever their due dates.

6. DELIVERY - TRANSPORT

DELIVERY

Delivery of the product shall be deemed to have been completed on the product arrival at the delivery location. Unless a firm deadline has been agreed upon in any special terms, delivery periods are estimates only. Delivery periods start to run from the moment STÄUBLI has confirmed the order and has received the down payment provided for in the order. In case of sales abroad, the various authorisations (import license, foreign exchange transfer authorisation, etc.) must have been obtained by the customer beforehand. Any modification of an order in the process of being performed, if accepted by STÄUBLI, leads to an extension of the agreed delivery period in the way indicated by STÄUBLI to the customer.

If the customer does not remove the products from STÄUBLI's premises, or refuses to accept such products, and upon the expiry of the delivery period, the risk shall pass to the customer with effect from the day on which the products are made available on STÄUBLI's premises and STÄUBLI shall have the right to store the products at the customer's expense and to request the reimbursement of freight and handling costs. If the delay in removing the products from STÄUBLI's premises exceeds two (2) weeks from the date on which the products were made available, or if the customer refuses

to accept delivery, STÄUBLI shall have the right to terminate the contract, resell the products and claim the difference between the initially agreed price and the resale price. If preparatory works are necessary for the delivery of the products, the customer shall in good time undertake these preparatory works in accordance with STÄUBLI's instructions to ensure that the conditions necessary for installation of the products are fulfilled. For this purpose, the customer shall make available free of charge all and any necessary equipment, materials and/or resources of any kind.

If the customer fails to fulfil correctly and in time its obligations necessary for carrying out installation, STÄUBLI shall arrange for storage of the products at the customer's risk and expense and the customer shall pay any part of the contract price which, but for the default, would have become due.

TRANSPORT

Where delivery takes place the quantity of any consignment of products recorded by STÄUBLI on dispatch from STÄUBLI'S place of business shall be conclusive evidence of the quantity of products received by the customer on delivery unless the customer provides conclusive evidence proving the contrary within 7 Business days of receipt.

7. PASSING OF TITLE AND RISKS

TITLE TO THE PRODUCTS DELIVERED SHALL NOT PASS TO THE CUSTOMER UNTIL THE EFFECTIVE PAYMENT IN FULL OF THE PRINCIPAL AMOUNT, INTEREST AND ANCILLARY COSTS WITHIN THE DEFINED TIME FRAME. In case of payment by cheque or bill of exchange, payment shall be deemed to have been made upon bank acknowledgement of received payment. Notwithstanding the title retention clause relating to the sold products, the risks pertaining thereto (including the risks of loss or destruction) shall pass to the customer upon delivery of the products as defined in clause 6. Accordingly, the customer agrees to insure the products sold subject to title

retention, at his expense and in the name of STÄUBLI, against all risks that they may sustain or cause until the products have been paid for in full. The customer also agrees to inform STÄUBLI of any material or judicial occurrence that may affect the products subject to the title retention clause. Despite STÄUBLI's retention of title, the customer is authorised, unless otherwise specified, to transform, incorporate or resell the products before payment in full thereof provided that such customer informs any sub purchaser of the products of the title retention clause relating to the relevant products and STÄUBLI's right to reclaim the products or the cost of the products from the sub purchaser (at the price owed by the customer to STÄUBLI) regardless of the person holding the products. Should STÄUBLI suffer a loss of rights as a result of third-party's access, the customer shall be obliged to indemnify STÄUBLI against the damage including all costs incurred by STÄUBLI for legal prosecution.

In case of default in payment by the due date STÄUBLI has the right to demand the immediate return of the products at the customer's expense, automatically entailing the cancellation of the sale. In such circumstances, the customer shall have to compensate the loss sustained by STÄUBLI due to any depreciation of the value of the products and in any case, from the fact that the products were unavailable as well as any other damage that STÄUBLI may show. The customer shall also cover expenses related to the recovery of the cost of products and any other damage that STÄUBLI may show. The customer shall pay STÄUBLI a fine in the amount of two percent (2%) of the price of unpaid products per day of delayed return as of receipt of the registered letter with return receipt in which such return is requested. Any down payments or deposits made by the customer shall be set off against any amounts payable by the customer under the terms of this clause.

8. WARRANTY

The STÄUBLI warranty only applies to products delivered by STÄUBLI and exists only towards the customer of STÄUBLI. It does not apply to any third party purchaser. The warranty covers any manufacturing defects or defects in materials from the delivery date as specified in article 6 and where such products are used under normal operating and maintenance conditions for a period of:

- one (1) year by default.

To invoke the provisions of the warranty, the customer must notify STÄUBLI in writing and within the above stipulated period, of the defects allegedly found in the products and provide proof thereof. The customer must facilitate the assessment of these defects and their repair by STÄUBLI.

The customer must not, save in the event of STÄUBLI's prior express consent, carry out the repairs himself or have them done by a third party. Any unauthorised intervention may entail the immediate cancellation of the warranty.

Under the terms of the warranty STÄUBLI may choose whether to repair or replace, ex-works, all the parts covered by the warranty and found to be defective by STÄUBLI. Any works required under the warranty obligations shall in principle be carried out at STÄUBLI's premises, after the customer has returned to STÄUBLI, at the customer's expense, the defective supplies or parts. Repairs or replacements made under the terms of the warranty shall not extend the warranty period. Parts replaced during the warranty period shall be returned to STÄUBLI and shall become owned by STÄUBLI.

STÄUBLI excludes all liability for and the warranty shall not cover any defects (and any damage of any kind whatsoever arising therefrom) resulting from:

- any assembly or installation of the products that does not comply with STÄUBLI's instructions or specifications (documentation, operating and assembly instructions, special recommendations, etc.) or professional standards, or de-

fects and the consequences thereof in case the start-up was carried out by the customer whereas STÄUBLI had stated that it was to carry out the start-up itself,

- abnormal use of the products (e.g. overloading the equipment etc.), defective maintenance, lack of supervision, negligence (e.g. continuing to use a component or a part of a piece of equipment proving to be defective that could lead to more substantial damage to the piece of equipment or surrounding equipment delivered by STÄUBLI), unsuitable storage conditions,
- any use other than the use for which the products were intended, or any abnormal use or use that does not comply with STÄUBLI's instructions,
- Materials supplied or a design imposed by the customer, or from servicing or maintenance performed on the products by third parties not expressly authorised by STÄUBLI,
- Defects and the consequences thereof resulting from normal wear and tear of the product,
- A non-STÄUBLI product being used with assembled with or integrated into a STÄUBLI product. STÄUBLI shall not be held liable for any damage whatsoever resulting from such combination.

STÄUBLI shall not be liable for any warranty that is not listed in clause 8. Unless otherwise specifically provided in writing, no warranties relating to results or performance of products are granted to customers apart from the warranty regarding the technical characteristics of the product as described in STÄUBLI commercial documentation.

9. LIMITATION OF LIABILITY

Nothing in these general terms and conditions of sale shall limit or exclude STÄUBLI liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or any matter in respect of which

it would be unlawful for STÄUBLI to exclude or restrict liability.

Save as otherwise agreed, there shall be no liability on STÄUBLI towards the customer for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever..

It is expressly agreed between the customer and STÄUBLI that any claim of compensation for any loss arising out of damage to the customer's professional goods and services and based on liability for defective products is excluded.

To the extent permitted by applicable law, the contractual liability in respect of any other damage within the order, shall not exceed the price of the product at issue. To the extent the preceding limitation of liability is deemed invalid under applicable law, STÄUBLI's total liability in any event shall not exceed the amount covered by its product liability insurance.

10. CLAIMS AND RETURNS

To be valid, any claim relating to a conspicuous defect must be made within eight (8) days after the products have been made available by STÄUBLI. Returns will be authorised only if accepted beforehand by STÄUBLI and may be repaired or exchanged at STÄUBLI's discretion. They must be shipped to STÄUBLI's premises in Milton Keynes, with carriage and all other costs paid, as new, and without having been subject to any modifications.

Parts manufactured according to instructions or designs supplied by the customer shall not be taken back or exchanged.

11. INTELLECTUAL PROPERTY

STÄUBLI retains all rights to the intellectual property rights and know-how related to the products sold, whether or not such items were developed in connection with such request. STÄUBLI grants the customer the right to use any software which may be provided with the products sold as stated in the user license provided with such soft-

ware. The customer undertakes to comply with the terms and conditions of such license, failing which such customer shall be held liable. The customer also undertakes not to infringe any of STÄUBLI's intellectual property rights and represents that he has full knowledge of such rights.

The customer undertakes neither to remove the trademark from products nor to reproduce or procure the reproduction of the trademarks, design rights, patents and any other industrial or intellectual property rights held by STÄUBLI, in whole or in part, and nor to provide third parties with any information of any kind whatsoever enabling the partial or complete reproduction of such rights, failing which legal action will be taken.

12. STUDIES, DRAWINGS AND FILES

STÄUBLI has and shall retain full ownership of any studies, documents or technical information provided to the customer concerning the products supplied thereto (plans, drawings, propositions etc.). These documents can neither be reproduced nor communicated to third parties, particularly competitors. They must be returned to STÄUBLI upon request. The provided files, studies and drawings are not binding and STÄUBLI reserves the right to modify the products in any manner it deems necessary during the final execution of the order. In all cases, the customer is responsible for verifying the studies, projects and calculations provided to the customer by STÄUBLI and for checking that they comply with the conditions of use expected by the customer.

13. EXPORT CONTROL

Certain products and related technology and documentation sold by STÄUBLI may be subject to national, foreign, or international trade and export control laws and regulations ("Export Laws"). Diversion contrary to such Export Laws is prohibited and the customer will comply with them regarding export, re-export, re-sale or use of the products. The customer will not export or re-ex-

port, directly or indirectly, the products and related technology and documentation to any country, entity or person under sanction or embargoes. The customer will not use the products in relation to nuclear, biological or chemical weapons or missile systems capable of delivering the same or in the development of any weapon of mass destruction. In case the export of the products to the customer is subject to license, the customer shall promptly provide STÄUBLI with all assistance, information and documents required to obtain the official approvals, licenses and authorisations by the national authorities for export. Especially the customer will declare, upon STÄUBLI's request, the intended final destination, the end-user and the nature of use of the products.

In case the delivery of the products is restricted or forbidden due to Export Laws, the rights and obligations of the customer will be suspended until obtainment of the license or lifting of the export ban and the contract may be cancelled without any liability or compensation from STÄUBLI.

The customer shall inform STÄUBLI if it intends to export the products and it is the responsibility of the customer to declare to STÄUBLI the intended final destination, the end-user and nature of use of the products, and the customer is ultimately responsible for ensuring that all such exports comply fully with the national export laws.

The customer shall acknowledge that the above obligations will survive at the end of the contract.

14. FORCE MAJEURE

STÄUBLI shall not be considered liable for non-performance of any contractual obligation or for any delay in performance caused by any event of Force Majeure under the jurisprudence of English courts.

The contract shall be suspended until the disappearance or cessation of the event of Force Majeure. However, if it is not possible to take over the execution of the contract within thirty (30) days from the occurrence

of the event of Force Majeure, the parties shall discuss together the modification of the contract. If discussions fail, the contract shall be terminated as of right, without any right of indemnification for the customer.

15. DATA PROTECTION LAW

The personal data gathered for the performance of the contract shall be processed in secure environments and according to the English data protection law. The customer shall have the right to access, modify, rectify and delete the personal information by contacting STÄUBLI's office.

16. JURISDICTION – APPLICABLE LAW

ANY DISPUTE ARISING FROM THIS CONTRACT, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS. Payment by bills of exchange shall neither substitute nor depart from this jurisdiction clause. In the event of a dispute, English law shall be exclusively applicable and the English version of these general terms and conditions shall be authoritative. The application of the UN Sales Law (CISG) shall be excluded.