

Comtel Electronics GmbH: General Terms and Conditions of Purchase

1. Scope

1.1. These General Terms and Conditions of Purchase apply to all orders of supplies and services of COMTEL Electronics GmbH and the companies linked to it as members of the same group.

2. Purchase Order

2.1. These General Terms and Conditions of Purchase become part of the contract upon acceptance of an order by the Seller. Orders must be in writing to be valid. COMTEL may also place orders via Electronic Data Interchange (EDI). Amendments or additions to an order and oral agreements are only valid if confirmed in writing by COMTEL.

2.2. The Seller may use subcontractors to perform all or part of its duties under an order if it has obtained COMTEL's express prior approval.

3. Confirmation of order, Seller's General Terms and Conditions

3.1. The acceptance of a purchase order must be confirmed to COMTEL without undue delay. A purchase order may also be confirmed via Electronic Data Interchange (EDI). COMTEL reserves the right to cancel an order at no cost unless it has received from the Seller a proper order confirmation without undue delay, no later however than two weeks after the date of the order.

3.2. If the purchase order confirmation deviates from the order, COMTEL shall only be bound by such deviation if it has accepted it in writing. An unconditional acceptance by COMTEL of the goods delivered by the Seller shall not be considered as acceptance of any such deviation.

3.3. Unless accepted in writing by COMTEL, the Seller's general terms and conditions shall not become binding for COMTEL. Any reference in the order to the Seller's quotation documents by COMTEL does not imply acceptance of the Seller's terms and conditions.

4. Delivery Period, Consequences of Delay

4.1. Unless agreed otherwise, the period of delivery or performance shall commence on the day the order is issued by COMTEL. If no such period has been agreed, the Seller shall deliver goods and services without delay. For the timeliness of deliveries, the relevant point in time shall be the date of receipt at the place of destination specified by COMTEL.

When foreseeable delays in delivery occur, COMTEL shall be notified immediately and its decision obtained. In that event, the period of delivery or performance shall be extended only if COMTEL has explicitly recognised such extension in writing.

- 4.2. COMTEL is entitled to charge a penalty of 0.5%, however, not more than 10% of the overall contract value for each calendar day of delay in delivery begun. COMTEL reserves the right to claim damages exceeding the amount of the penalty. In the event of a delay, COMTEL is entitled to withdraw from the contract after expiry of a reasonable additional time-limit for delivery granted to the Seller.

5. Shipment, Delivery, Passing of Risk, Export Control

- 5.1. The risk for deliveries risk passes upon receipt by COMTEL at the place of destination. If the headquarters of the Seller and the place of delivery are within the EU, DDP (named place of destination) Incoterms[®] 2010 shall apply. If in this case delivery to construction sites or directly to third parties is agreed, the Seller shall bear the costs and risk of unloading the goods. If the headquarters of the Seller or the place of delivery are outside the EU, DAP (named place of destination) Incoterms[®] 2010 shall apply. If in this case delivery to construction sites or directly to third parties is agreed, DAT (named place of destination) Incoterms[®] 2010 shall apply.
- 5.2. Partial as well as overdeliveries and underdeliveries are only permissible after obtaining COMTEL's written approval. Each delivery shall be accompanied by a delivery note detailing the complete purchase order number.
- 5.3. Direct supplies to COMTEL's customers shall be made in neutral packaging and with shipping documents in the name and on behalf of COMTEL, where necessary. The Seller shall provide COMTEL with a copy of these delivery notes.

6. Suspension, Cancellation

- 6.1. COMTEL reserves the right to order the Seller to suspend the performance of the contract at any time. If the performance of the contract is suspended for more than three months, the Seller will have to prove to COMTEL in detail that it has incurred costs resulting from such suspension. However, COMTEL shall not be liable to the Seller for any loss of profits. The Seller may claim compensation only for such proven costs. The Seller may not claim compensation for any costs incurred as a result of a suspension of less than three months, or, in the case of a suspension of more than three months, for the costs incurred during the first three months.
- 6.2. COMTEL reserves the right to withdraw from the contract, in whole or in part, at its convenience. In such a case, the Seller is only entitled to charge COMTEL for the services proved to have been performed by the date of withdrawal, minus all possible gains and savings arising out of or relating to the withdrawal.
- 6.3. COMTEL also reserves the right to vary the scope of supply or services. The Seller is entitled to a corresponding adjustment in the contract price.

7. Invoicing, set-off

- 7.1 Invoices must indicate all purchase order details and be submitted to COMTEL immediately after delivery of goods or completion of services. Copy invoices must be marked as duplicates. Invoices shall be worded and structured to facilitate both their comparison with the order and their auditing. Each invoice must show the purchase order number and the purchase order data. Invoices relating to goods requiring export authorisations shall list all marking requirements fulfilled. If the Seller's main office is within the EU the seller must provide the VAT number not later than the invoice.
- 7.2 COMTEL reserves the right to return invoices which do not to comply with its requirements, in particular those regarding purchase order data or VAT rules, unprocessed. In such a case, invoices are considered as not submitted. Electronic invoices will only be accepted if forwarded to COMTEL via EDI.
- 7.3 The Seller is not entitled to set off claims it may have against COMTEL against claims COMTEL has against the Seller.

8. Terms of payment

- 8.1. The period within which invoices must be paid commences with COMTEL's unconditional acceptance of delivered goods or services and upon receipt of the properly issued invoice.
- 8.2. Unless otherwise agreed, payments are to be made within 60 days net or within 30 days less a discount of 3% at COMTEL's choice. COMTEL is entitled to withhold payment until identified defects are remedied. Payment shall not be considered as an acceptance that the goods or services were delivered in accordance with the contract, nor as a waiver of any rights on the part of COMTEL.
- 8.3. COMTEL is entitled to set off claims of its affiliated companies against the Seller's claims.

9. Acceptance, Notice of Defects, Liability for Defects, Product Liability, Intellectual Property Rights, Quality Assurance

- 9.1. The mere receipt or temporary use of deliveries and services or payments made thereof do not constitute an acceptance or waiver of rights by COMTEL. Acknowledgements of receipt issued by the goods receiving department of COMTEL do not constitute a final acceptance by COMTEL of the goods delivered.
- 9.2. The goods are taken over (received) and checked as to their completeness and any visible defects within a reasonable time after their receipt. If random checks show that parts of a delivery do not comply with COMTEL's requirements or do not have the required marketable quality, COMTEL may reject the delivery as a whole. COMTEL shall notify the Seller of any defects detected as soon as possible.
- 9.3. The Seller warrants to COMTEL that it will use best, appropriate and brand-new materials, manufacture the products adequately and in compliance with the underlying technical

drawings, and that it will provide for their proper installation. The warranty period for supplies and services by the Seller is two years. The warranty period for products and services that become a fixed part of buildings or land is three years. After rectification of defects notified by COMTEL, the warranty period for the replaced product begins to run afresh. The warranty period for deliveries begins to run with the erection or installation of the delivered products, for services with their acceptance, for deliveries not involving erection or installation with their delivery to the place of destination, for hidden defects with their identification. For deliveries to locations where COMTEL uses the Seller's goods to perform contracts outside its premises, the warranty period begins to run with the acceptance of the services to be rendered by COMTEL by COMTEL's customer. This time-limit is deemed to be observed if COMTEL has asserted warranty claims against the Seller within the aforesaid periods in writing.

- 9.4. If engineering, advisory, software or documentation services or staff are provided by the Seller, the Seller fully guarantees the correctness and completeness of its written and verbal information and instructions for a period of two years after their provision.
- 9.5. The Seller's upstream suppliers are regarded as its agents.
- 9.6. COMTEL may require the Seller either to immediately remedy defects identified within the above specified warranty periods at the Seller's expense at the place of destination or to provide defect-free goods or services within the set deadline. COMTEL is entitled to claim all costs incurred in connection with the rectification of defects, e.g. installation and removal costs. The Seller shall reimburse COMTEL for any inspection costs if an inspection has revealed defects. In the case of imminent danger, e.g. in order to avoid its own default, or if the Seller fails to rectify defects within a reasonable time, COMTEL shall be entitled to acquire defect-free products from third parties, without prior notification and without prejudice to its warranty claims against the Seller or to repair or have defective goods repaired at the Seller's expense. The Seller shall fully reimburse COMTEL for the cost of such repairs, even if it exceeds the cost of repair by the Seller.
- 9.7. The Seller shall indemnify and hold COMTEL harmless against disputes arising from any patent, copyright, trade mark or registered design, and guarantee COMTEL the unrestricted use of the delivered product. Without prejudice to other obligations, the Seller will indemnify and hold COMTEL harmless against any product liability claims raised by third parties against COMTEL as a result of defects in the products delivered by the Seller. The Seller undertakes to compensate COMTEL for costs incurred in connection with a defence against any such claim or in connection with an obligation to repair defective products. The Seller will provide COMTEL with ample proof that it has taken out adequate insurance to cover these risks.
- 9.8. For a period of 5 years after the last delivery, the Seller shall provide COMTEL upon the latter's request with the names of the respective manufacturers, importers, upstream suppliers without delay, not later however than two weeks after being requested to do so. Furthermore, the Seller will provide COMTEL immediately with appropriate evidence, such as production records and documents specifying production and delivery batches

and/or the date of production and delivery to enable COMTEL to oppose product liability claims.

9.9. Installations or products delivered by the Seller must have the required safety features and comply with the applicable safety standards (for installations or parts thereof in particular with those applicable at the place of destination). In any case, the current state of the art and technical rules shall be complied with. In particular, the relevant EU directives, VDE regulations in their currently applicable version, DIN standards, European standards and similar bodies of rules must be complied with. Installations, systems or products delivered by the Seller must bear the CE markings required under the relevant EC directives. Upon delivery, the Seller shall provide COMTEL with EC declarations of conformity with short technical descriptions as well as installation instructions and installation requirements, if required. In addition, the Seller shall inform COMTEL about changes in materials, manufacturing procedures, sub-supplier parts and EC declarations of conformity in a timely fashion. When delivering equipment designed to be assembled by COMTEL or a third party, the Seller shall provide COMTEL, to the extent necessary, with all documentation required by COMTEL, including assembly schedules, data sheets, installation instructions, processing instructions, storage, operation and maintenance instructions, lists of spare and non-consumable parts etc. Delivered products have to be marked in German and – upon COMTEL's request – in other languages as well. The operating requirements and instructions must be drawn up in duplicate in German and – upon COMTEL's request – also in other languages.

9.10. COMTEL reserves the right to demand proof of the Seller's quality control system and the Seller's documentation of the quality tests executed, and to carry out audits on the Seller's premises at any time. The Seller shall compensate COMTEL for the costs of the audit if defects in the quality control system or errors of the documentation of quality tests are detected in the course of the audit.

10. Special Conditions for Hardware and Software

10.1. Unless otherwise agreed in the order, hardware and software always constitute a single product.

10.2. If the Seller is to deliver software that has not been developed individually for COMTEL, the Seller will grant COMTEL the transferable and non-exclusive right to use such software. This right of use shall not be limited in duration in cases where the payment of a lump sum has been agreed for the use of such software. For software products which have been individually developed for COMTEL, the Seller will grant COMTEL an exclusive and transferable exploitation right that is unlimited in time and also excludes the Seller itself from using the software for any purpose. Unless otherwise agreed, the software shall be delivered together with the source code in its latest version. The Seller shall install the software. Following the installation of the software, the Seller shall provide a data carrier which can be disclosed on COMTEL's system both in source code and object code form together with the related documentation (contents and structure of the data

carrier, programme and data flow charts, test procedures, test programmes, error processing, etc.). Apart from this documentation, the Seller shall provide COMTEL with comprehensive written user documentation in German language and/or in any language selected by COMTEL and in a sufficient number before acceptance.

10.3. Software individually developed for COMTEL will be accepted explicitly in the form of a written acceptance protocol if it meets the agreed requirements specifications. Any repair to be performed by the Seller will be also included in the acceptance protocol. If COMTEL fails to accept delivery for four weeks after notification of readiness for acceptance by the Seller, or if COMTEL denies acceptance without justification, the software will be deemed accepted after it has been tested free of charge for at least four weeks and such testing has shown satisfactory results and produced no error messages. In case of doubt, the mentioned period shall commence with the commercial use of the software by COMTEL or by COMTEL's end customer, whichever comes last.

10.4. The Seller undertakes to make available to COMTEL all subsequent program versions in which errors have been eliminated (updates) free of charge within the warranty period. The Seller furthermore undertakes to offer COMTEL software maintenance at competitive market prices for at least five years from the date of acceptance. Within the warranty period, maintenance charges will be reduced accordingly.

10.5. The Seller shall inform COMTEL - at the latest at the time of order confirmation - whether the products and services to be delivered contain open source software according to the definition of ifross (www.ifross.org). Should the Seller not at all or too late inform that its products and services contain open source software, COMTEL is entitled to cancel the order. The Seller then is also obliged to indemnify and hold harmless COMTEL.

11. Special provisions for planning activities

11.1. All documentation, such as plans, drawings, and models shall become the property of COMTEL, even if the contract should be terminated prematurely, and shall be handed over to COMTEL upon request. The Seller shall grant to COMTEL exclusively, irrevocably and without claim for additional remuneration the sub-licensable right of use of, unlimited with respect to contents, time and place, as well as the corresponding permission to use the works resulting from this contract. COMTEL thus is entitled to exploit, by means of implementation of the respective plans, or otherwise use said plans and other documentation in their original form or after modification without any further participation or approval by the Seller.

12. Drawings, Tools, Auxiliary Devices, Authorisations

12.1. Drawings and technical calculations shall be made available by the Seller free of charge, where necessary. Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by COMTEL, as well as any materials derived therefrom, shall remain COMTEL's property and shall not be made

available to any third party nor be used for any other purposes than those contractually agreed, without COMTEL's prior written authorisation. Tools, patterns, etc., that have been produced at COMTEL's expense, shall become its property upon payment.

12.2. All tools and related auxiliary devices, in a broad sense, shall be clearly marked as COMTEL's property and protected against unauthorised access or use, or maintained and repaired, if and where applicable. They shall be returned either upon execution or cancellation of the order. Subject to any further rights, COMTEL may demand the return of such materials if the Seller violates the duties referred to above. The Seller has no right of retention.

12.3. The Seller expressly states that it is in possession of all industrial authorisations as well as any other authorisations necessary to ensure the performance of the services as agreed in the contract and that it will, upon COMTEL's request, make available to COMTEL the respective documents. Insofar as for the performance of the deliveries and services special regulatory approvals, authorisations or inspections are required, such approvals, permissions and inspections will be obtained by the Seller without entitlement to special remuneration in a timely manner.

13. Place of Performance, Applicable Law, Place of Jurisdiction, Severability, Proviso

13.1. The place of performance for deliveries or services shall be the place of destination. For payments, the place of performance shall be the Buyer's seat.

13.2. German law shall apply with the exception of such legal provisions that make reference to the law of other countries. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.

13.3. Disputes, in particular those relating to the formation of contract or any claims arising thereunder, shall be exclusively decided by the Munich Commercial Court, Landgericht München I, Kammer für Handelssachen.

14. Confidentiality, Data Protection

14.1. The Seller undertakes to keep confidential information pertinent to COMTEL or the subject matter of the contract, which he has rightfully obtained in connection with the purchase order, unless this information has become generally known or known to the Seller in another lawful manner. Furthermore, the Seller shall keep confidential the results or partial results obtained by the Seller in fulfilment of the purchase order and use them exclusively for the performance of the present purchase order. In the event that the Seller makes use of a third party for the performance of its contractual obligations, it shall make sure that such third party contractually commits itself to at least the same degree of confidentiality.

14.2. The same applies to personal data relating to COMTEL or any third party, information that the Seller has acquired in connection with the contract with COMTEL. The Seller shall

protect such information from access by third parties and commit its employees dealing with contractually relevant tasks to the same level of confidentiality.

14.3. The Seller's data (commercial register data, address, telephone and facsimile number as well as other information required for correspondence following from modern communication tools, locations, contact persons, ordered goods, and supply volumes) which become known to COMTEL in connection with the respective business transaction will be automatically processed only for the execution of the contract, in particular, for administration and billing purposes. For technical reasons, it may be necessary to store such data on servers of a company that is a member of the COMTEL-group.

14.4. The Seller expressly agrees that the data obtained from each business transaction and stored according to 14.3 may be passed on to other companies affiliated to COMTEL and listed in the currently available business report of COMTEL Electronics GmbH for information purposes (e.g. purchase pooling), and within the scope of the Comtel Group's reporting duties for statistical and risk management purposes and that these companies as well as COMTEL may send the Seller information on products or services in writing or by e-mail or otherwise contact it (e.g. by phone). Such consent may be revoked in writing or by e-mail at any time.

15. Information, Declaration of Materials, RoHS, Disposal, Packaging, Dangerous Goods

15.1. Notwithstanding any legal information duties, the Seller shall provide COMTEL with all necessary and useful information pertinent to the goods and services to be delivered, in particular, information on proper storage as well as safety data sheets in accordance with Regulations 91/155/EEC, 93/112/EC and 99/45/EC. In addition, the Seller shall raise COMTEL's attention to the possibility of hazardous waste or waste oils arising from the goods delivered by the Seller and shall, in particular, advise COMTEL on their disposal. Upon COMTEL's request, the Seller shall take back, free of charge, any waste resulting from the ordinary use of the delivered goods or similar products. However, such obligations shall be limited to the amount delivered by the Seller. Should the Seller refuse or should the Seller not be able to accept such waste, COMTEL shall be entitled to dispose of it at the Seller's expense.

15.2. The Seller ensures that deliveries under the order are RoHS-compliant and therefore in conformity with the EC Directive on the **R**estriction **o**f the use of certain **H**azardous **S**ubstances in Electrical and Electronic Equipment (Directive 2002/95/EC) at the time of delivery. In the event that deliveries fail to comply with this EC Directive, the Seller shall – without prejudice to any warranty claims COMTEL may raise – compensate COMTEL for any damage arising from such non-compliance.

15.3. Should the Seller deliver legally permissible products, which are, however, subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH – **R**egistration, **E**valuation, **A**uthorisation and **R**estriction of **C**hemicals), Seller shall declare such substances in the web database BOMcheck (www.bomcheck.net/) or in a reasonable format provided by COMTEL no later than the date of first delivery of products. The

foregoing shall only apply with respect to laws which are applicable at the registered seat of Seller or COMTEL or at the designated place of delivery requested by COMTEL.

15.4. Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Seller will inform COMTEL hereof in a form agreed upon between Seller and COMTEL, but in no case later than the date of order confirmation.

16. Legal Succession

16.1. COMTEL may assign its rights and obligations arising from the contract with the Seller to another company within the COMTEL-group. The Seller has no right to cancel the contract for reasons of such assignment.

17. Code of Conduct for Sellers, Security in the Supply Chain

17.1. The Seller is obliged to comply with the laws of the respective jurisdiction. In particular, the Seller shall not engage, actively or passively, directly or indirectly, in any form of bribery, violation of fundamental rights of its employees or child labour. Moreover, the Seller shall take responsibility for the health and safety of its employees, act in accordance with the applicable environmental laws and make best efforts to promote this Code of Conduct among its suppliers.

17.2. The Seller shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Seller shall protect the goods and services provided to COMTEL or provided to third parties designated by COMTEL against unauthorized access and manipulation. The Seller shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

19.3. Without prejudice to other rights and remedies COMTEL may have, COMTEL may terminate the contract if the Seller has culpably violated any of these obligations. If, however, the Seller's breach of duty is capable of remedy, COMTEL may terminate the contract only if the Seller has failed to comply with a period granted by COMTEL for remedying its breach of contract.