

Accell General Purchase Terms and Conditions

Article 1 Definitions

- Accell : Accell Global B.V. and/or any of its (i) directly or indirectly owned and controlled (management control) subsidiaries and/or (ii) affiliated companies.
- Agreement : The purchase agreement between Accell and the Seller
- Conditions : The General Purchase Terms and Conditions set out in this document.
- Contract : The purchase contract between Accell and the Seller consisting of the Agreement, these Conditions and any other document or part thereof specified in the Agreement and shall incorporate all terms and conditions implied by law.
- Order : Accell's purchase order(s) under the Contract, if issued, and including, without limitation, any Accell's purchase order placed by electronic, voice or paper means.
- Products : The goods (including any part or parts of them) described in the Order which Seller is to provide to Accell pursuant to a Contract in accordance with these Conditions.
- Seller : The person, firm or company who signed the Contract.
- Services : The services described in the Order which Seller is to perform for Accell pursuant to a Contract in accordance with these Conditions.
- Specifications : The product specification or service specification developed and/or agreed with Accell and forming part of the Contract
- Writing : writing shall include facsimile transmission, e-mail or other non-printed means of recorded communication.

Article 2 Applicability

- 2.1 These Conditions apply to all requests for offers made by Accell, offers made by Seller, all orders placed by Accell and all agreements for the purchase of Products and Services.
- 2.2 Accell's agreement to purchase Products and Services is expressly conditioned upon Seller's acceptance of these Conditions. Any terms and conditions proposed or stipulated by Seller shall not apply - not even in addition to these Conditions - and any applicability is expressly excluded and rejected unless otherwise expressly agreed in writing.
- 2.3 These Conditions cancel and replace any previous general terms and conditions, unless otherwise explicitly agreed in writing.

- 2.4 The commencement of any work by Seller or delivery by Seller in response to an Agreement or Order by Accell, is conclusive evidence of Seller's acceptance of these Conditions.
- 2.5 If there is any conflict between the terms specified in the Agreement and any of these Conditions, the terms specified in the Agreement shall prevail.
- 2.6 Any deviation from and/or addition to and/or variation of the Contract shall not be deemed accepted by the parties, unless explicitly agreed beforehand in writing by both parties.
- 2.7 The headings in these Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.

Article 3 Orders and offers

- 3.1 All offers, or acceptances of orders of Accell, by Seller are binding and irrevocable.
- 3.2 Any deviation from and/or addition to and/or variation of an Order shall not be deemed accepted by Accell, unless expressly agreed beforehand in writing.
- 3.3 Seller will not be reimbursed for costs made to prepare and issue an offer, not resulting in a Contract.

Article 4 Prices

- 4.1 Unless otherwise expressly agreed in the Agreement, the prices shall be inclusive of all taxes and other governmental charges due in any country, including but not limited to social premiums and wage taxes related to persons used by Seller in performing its activities under the Contract and inclusive of all charges for packaging, packing, transport, insurance, delivery and commissioning of the Products to the place of delivery, but exclusive of any applicable value added tax.
- 4.2 Agreed prices are fixed and irrevocable. A price accepted by Accell may not be increased without Accell's written prior consent.

Article 5 Delivery

- 5.1 Delivery of the Products shall be made in accordance with the date and location specified in the Agreement or, if issued, the Order. In this respect, time shall be of the essence, and Accell reserves the right to cancel without notice the whole or any unexecuted part of the Agreement or, if issued, the Order in the event of Seller failing to comply with these Conditions for whatever reason. Seller shall promptly inform Accell if Seller has serious reasons to expect that he will fail to comply.

- Seller is automatically in default, without any notice of default being required, if the agreed date of delivery is not met.
- 5.2 Seller shall adequately pack and protect the Products against damage and deterioration and shall be responsible for ascertaining any special delivery requirements.
- 5.3 Property and risk of the Products shall pass to Accell when the Products are delivered in accordance with this article 6 and article 6.
- 5.4 In the Contract "INCOTERMS" means the most recent rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is signed. Unless the content otherwise requires, any terms or expressions which are defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Contract, but if there is any conflict between the provisions of Incoterms and the Contract, the latter shall prevail.
- 5.5 Unless otherwise agreed in writing between Accell and Seller, Seller shall be responsible for complying with any legislation or regulations for both the export of the Products from the country of origin and the import of the Products into the country of destination and for the payment of any duties thereon.

Article 6 Payment

- 6.1 Seller shall be entitled to invoice Accell on or at any time after delivery or completion of the Products or Services and each invoice shall quote the number of the Order.
- 6.2 The Seller guarantees that all invoices are fully compliant with and according to the applicable (tax) legislation. Any extra tax, penalty or other costs as a result of wrong invoices will be for the account of the Seller.
- 6.3 Unless otherwise stated in the Agreement, Accell shall pay the price of the Products or Services within 60 days after the end of the month of receipt by Accell of a proper invoice as mentioned in article 6.2 or, if later, after acceptance of the Products by Accell.
- 6.4 The issuing of any receipt or other acknowledgement by Accell for Products or Services shall not constitute a waiver by Accell of any of its rights or obligations of Seller under these Conditions or any other terms and conditions implied by law.
- 6.5 Accell shall not be deemed to have accepted any Products or Services until Accell has had a reasonable time to inspect them following delivery / performance or, if later, within a reasonable time after any latent defect has become apparent.
- 6.6 Accell shall be entitled to set off against the price of the Products or Services any sums owed to Accell by Seller now or in the future whether under the Contract or otherwise, after Accell has issued a written statement to this effect.

Article 7 Specifications, Alterations and Inspection

- 7.1 Accell is at all times and at any place entitled to carry out (or to procure third parties to carry out) inspections, tests and audits with regard to the Products or Services ordered.
- 7.2 Accell may reject Products or Services which do not comply with the terms of the Contract.
- 7.3 If the Products delivered or Services performed by Seller do not conform to the Contract, Accell shall be entitled to require, at its discretion, that the Products delivered or Services performed be repaired or replaced or that the missing component be supplied within a reasonable term to be set by Accell, without prejudice to its other rights by law or by virtue of these Conditions.
- 7.4 In the event that the Products do not conform to the Contract, Accell is entitled to return these Products to Seller at Seller's expense or to keep them in its custody until Seller has given further instructions as to how these Products are to be dealt with. Any costs incurred by Accell in this respect shall be for Seller's account. Accell shall in no event be responsible for keeping the Products in good condition.
- 7.5 Neither Accell's inspection / testing nor failure to inspect / test the Products or Services shall relieve Seller of any obligation or liability.
- 7.6 Any specifications referred to in the Agreement by Accell are deemed to be an integral part of the Contract and, if issued, Orders under the Contract.
- 7.7 All the Products must comply with the Specifications where indicated. Any Products in accordance with the Specifications shall not be disclosed or quoted to a third party unless legally required.
- 7.8 Seller shall consult with Accell in advance on any alteration in the quantity, quality, composition, properties or production method of the Products to be delivered (incl. their packaging) or performed. If no consultation takes place or Accell does not agree to the alteration, Accell will be entitled to fully or partially cancel the Contract or, if issued, Orders at no costs to Accell without prejudice to Seller's liability for all damage caused to Accell and third parties as a result of the alteration, dissolution or cancellation.
- 7.9 If Accell has agreed to the alteration, this merely means that, as regards the alteration, the Products need not conform to the specifications in the Contract, whereas this shall not affect the Seller's obligations to fulfill the obligations under these Conditions.

Article 8 Warranties

- 8.1 In addition to any other warranties, express or implied, Seller explicitly represents and warrants as follows:
- Seller warrants, without any verification by Accell being required, that it has all necessary permits and licenses or any other needed authorization to perform its obligations under the Contract and that all Products delivered or Services performed conform to the Contract shall be in all respects of sound materials and workmanship. This means that the Products (including their packaging) are fit, safe and suitable for use intended by Accell. In so far as the use intended by Accell is unknown to Seller, Seller shall obtain such information from Accell in writing beforehand.
- In addition Seller warrants the merchantability of the Products and that the Products conform to the agreed specifications and approved samples or analyses, if any, and that they are free from defects - including but not limited to faults in design, material and manufacturing - and, furthermore, that they comply with all applicable statutory requirements and all relevant environmental, health and safety guidelines and relevant industry standards, including the statutory rules and regulations of the country of delivery and, in so far as known to Seller, the country of destination.
- 8.2 Accell shall be entitled to reject any Products or Services that do not comply with the warranties mentioned in this article.
- 8.3 Seller warrants that the Products delivered or Services performed do not constitute an infringement of intellectual property rights, including but not limited to patents, copyrights or trademarks, in the country of manufacture, the country of delivery, or the country of destination/use (the latter if and in so far as known to Seller), and that they do not infringe on any other third party's industrial rights. Seller undertakes vis-à-vis Accell and its customers that it shall fully indemnify Accell and its customers from third parties and fully reimburse any damage suffered by Accell and its customers as a result of such an infringement.
- 8.4 Accell may participate in the defense of any claim or suit arising hereunder without relieving Seller of any obligation or liability hereunder and Seller shall not enter into a settlement or other agreement that includes or imputes an admission of liability by Accell without Accell's prior written consent.

Article 9 Force Majeure

- 9.1 Either party may, for the duration of the event, postpone the carrying out of its performance of the obligations under the Contract on account of an event occurring which the party could not reasonably anticipate or control and which prevents the performance of the obligation. Such event could be, but is not limited to war, riots, fire, floods, sabotage, import and export restrictions, government regulations and shortage of energy.

However, for the sake of clarity, failures shall be attributed to Seller if they are caused by transport problems, illness of personnel, strikes and stagnation in Seller's business or in the business of any of its suppliers.

- 9.2 A party shall as soon as possible, after the event constituting force majeure is considered to exist, inform the other party in an appropriate manner. The party claiming the benefit of this article 9 shall use all diligence to fulfil the obligations assumed under the Contract with the shortest delay possible.
- 9.3 Accell is entitled to cancel the Contract in the event the force majeure. Cancellation should be notified to the Seller in writing.
- 9.4 If due to an event of force majeure Accell or Seller is unable to fulfil its obligations under the Agreement for a term exceeding 30 (thirty) days, either party shall be entitled to terminate the Agreement by means of written notice against compensation at the pro rata price for works or services supplied or goods already delivered in circumstances where Accell keeps the goods or the benefit of the works or services delivered or if Accell has already paid for the goods.

Article 10 Liability and Indemnification

- 10.1 Seller shall be liable for every claim for damage resulting directly or indirectly from or related to Seller's non-performance of the Contract, its failure to perform timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Accell or third parties or of any applicable rules and regulations. In addition, Seller indemnifies Accell against any claims from third parties in respect of damage resulting directly or indirectly from or related to Seller's non-performance of the Contract, its failure to perform timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Accell or third parties or of any applicable rules and regulations.
- 10.2 Seller guarantees the fulfillment of obligations by third parties on Seller's part (such as employees of Seller or third parties or their employees hired directly or indirectly by Seller) in the same way as it guarantees the fulfillment of its own obligations.
- 10.3 Seller shall be liable for all work done and Products supplied by all subcontractors and shall furnish Accell with copies of all subcontracts upon Accell's request at any time.
- 10.4 In no event shall Accell be liable for any lost revenues, lost profits, incidental losses, indirect or consequential losses and special or punitive damages.

Article 11 Confidentiality

- 11.1 Seller shall keep in strict confidence all business information, technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Seller by Accell and any other confidential information concerning Accell's business or its products which Seller may obtain and Seller shall restrict disclosure of such material to such of its employees, agents or sub-contractors as need to know.
- 11.2 All information shall remain Accell's property and no licenses or rights are granted in any such information and Seller shall promptly return to Accell or destroy all such materials and information, not retaining any copies thereof, upon Accell's demand.
- 11.3 Seller shall impose the same obligations of confidentiality to its employees, agents or sub-contractors.
- 11.4 The obligations of confidentiality in this Contract will survive termination of this Contract and will continue for a period of five (5) years after termination.

Article 12 Intellectual Property Rights

- 12.1 Accell is entitled to all documents, drawings, specifications, calculations and other information carriers with respect to the performance of the activities of Seller under the Contract.
- 12.2 Accell shall be solely entitled to all intellectual property rights (including patents) created during the performance of the obligations under the Contract.
- 12.3 In case the intellectual property rights are with both Seller and Accell, Seller shall assure and guarantee that Accell has a full license to use these worldwide without any conditions for an indefinite period of time.]
- 12.4 Seller assigns or shall cause to be assigned to Accell all right, title and interest to any and all such items and rights and to do everything necessary to perfect such rights and to protect Accell's interest therein.

Article 13 Assignment

- 13.1 Seller shall not assign the Contract in whole or in part nor shall Seller subcontract any part of the Contract without Accell's prior written consent, which shall not be unreasonably withheld.

Seller may, however, assign the Contract to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Contract.

Accell may assign the Contract in whole or in part or subcontract a part of the Contract to any person, firm or company.

Article 14 Insurance

- 14.1 Seller shall, at its own cost and at all times, be adequately insured with reputable insurers against the insurable risks under the Contract, amongst others but not limited to general liability, employers liability, product liability, property damage and business interruption. Upon request Seller shall provide certificates signed by the insurers as proof of insurance.

Article 15 Termination

- 15.1 If Seller defaults in any of its obligations under the Contract, or becomes insolvent, or has a receiver appointed of its business, or is compulsorily or voluntarily wound up, or if Accell in good faith believes that any of such events may occur, Accell shall be entitled at its discretion, and without prejudice to any other remedy, to suspend the performance of or terminate the Contract and in the event of termination to keep or take possession of any Products or of any items belonging to Accell and to enter any premises of Seller for that purpose.
- 15.2 If Accell terminates the Contract, Seller shall return to Accell all payments made and if Accell rejects any Products or Services Seller shall return all payments made for the rejected Products or Services. Where upon termination Accell elects to keep or take any Products, it shall account to Seller for them at a proportion of their price or their value to Accell, whichever is less, but otherwise no compensation shall be payable to Seller on termination or rejection.

Article 16 Governing Law and Competent Court

- 16.1 The Contract and all ensuing agreements are governed by the laws of the country where the relevant Accell company has its registered office. Applicability of the United Nations Convention on contracts for the International Sale of Goods (CISG) is explicitly excluded. Any dispute arising from the Contract or from any ensuing further agreements shall be settled by the competent court of the place where the relevant Accell company has its registered office. The aforesaid does not affect Accell's right to submit the dispute to a court of law of a jurisdiction which would have been competent by law or under an international convention had this provision not been included, and to accord preference, if it elects, to application of the law in force in that jurisdiction.

Article 17 Code of Conduct for Suppliers

- 17.1 The Seller declares to be familiar with the content of Accell's Code of Conduct for Suppliers, which can be found on www.accell-group.com or asked for at Accell, and will execute this Contract in accordance with this Code.
- 17.2 In case the Seller is acting against this Code, Accell is entitled to cancel the Contract after having notified the Seller in writing about his actions against the Code and having given the Seller reasonable time to adjust his actions.

Article 18 General

- 18.1 These Conditions shall continue in full force and effect notwithstanding any termination or completion of the Contract.
- 18.2 If one or more provisions of these Conditions for some unknown reason cannot be put into force or become invalid, the other provisions shall remain in full force and effect. The closest possible interpretation of the intention of the provision involved shall then be used.
- 18.3 Nothing in these Conditions shall prejudice any other conditions or warranty (express or implied) to which Accell may be entitled.
- 18.4 No failure or delay on the part of Accell to exercise any of its rights in respect of any default under the Contract by Seller, shall prejudice Accell's rights in connection with the same or any subsequent default.