

GENERAL TERMS AND CONDITIONS OF SALE OF CONNECTORS VERBINDUNGSTECHNIK AG

I. Scope and Principles

1. Scope of Application

1.1 The present general terms and conditions (these “**General Terms and Conditions**”) shall apply to all present and future business relations between Connectors Verbindungstechnik AG (CHE-100.820.771), in Lindau, Switzerland (“**Connectors**”) and its customer regarding (i) the delivery of products or works by Connectors (the “**Delivery Products**”) and (ii) the provision of related services by Connectors (the “**Services**”). These General Terms and Conditions constitute an integral component of the legal relations existing between Connectors and the customer, and particularly of concluded contracts, unless expressly agreed otherwise. They shall supersede all previous agreements between the Connectors and the customer and supplant any of the customer’s terms and conditions for such order.

1.2 By ordering Delivery Products or Services from Connectors, the customer agrees, accepts, and consents that the delivery of the Delivery Products and the provision of the Services are regulated by these General Terms and Conditions. Connectors retains the right to amend these General Terms and Conditions at any time. Amendments shall apply from the time the customer is notified thereof for all legal relations established between Connectors and the customer thereafter.

1.3 Any deviating, contradictory or supplementary general terms and conditions, even if known, are expressly excluded.

2. Offers and Conclusion of Contract

2.1 All offers, price lists, descriptions of Delivery Products and Services, brochures, plans and the like from Connectors are non-binding and can be amended or revoked at any time, unless otherwise provided for in the relevant document.

2.2 Insofar as Connectors’ offers are non-binding, a contract with Connectors is only created on the date of consent by Connectors. This consent shall occur by means of a countersigned purchase order or order confirmation, by signing a written contract or by Connectors performing the purchase order. Purchase orders and “order confirmations” by the customer shall be considered merely as offers to conclude a contract.

II. Delivery Products

1. Object and Scope

The object and scope of the Delivery Products are finally and conclusively set forth in the relevant contract.

2. Delivery

2.1 Unless otherwise agreed upon, all deliveries of Delivery Products shall occur ex works Connectors or a third-party manufacturer and at the risk and expense of the customer.

2.2 The customer shall immediately inspect the Delivery Products upon receipt and submit any complaints in writing within 20 business days. If the customer fails to do so, the Delivery Products shall be considered accepted.

2.3 Customers of individually custom-built Delivery Products have to accept an over delivery of + 15 % or an under delivery of - 15%.

3. Transfer of Risks and Reservation of Title

3.1 The customer bears all risks of loss or damage to the Delivery Products from the moment of delivery.

3.2 Delivery Products shall remain in the ownership of Connectors until receipt of full compensation. The customer is obligated to cooperate in measures to protect Connectors’ ownership. The customer authorizes Connectors to register its ownership in the corresponding Register of Reserved Title, if any.

4. Warranty

4.1 Connectors warrants to the customer that the Delivery Products do not have any substantive defects in processing or material at the time of delivery. Any more extensive warranty of quality as well as any warranty of title is expressly excluded, subject to other explicit agreements.

4.2 Warranty claims shall be asserted without undue delay upon occurrence of defects. In response, Connectors can, at its option, either inspect the affected Delivery Product on site or demand that the Delivery Product be returned to Connectors. Connectors will review the warranty claim and notify the customer whether the claim asserted falls under the warranty or not.

4.3 If a warranty case exists, then Connectors shall, at its discretion, remedy any defects at no charge or replace the Delivery Product. Any claim to rescission of the contract (rescission), to a reduction in the price (reduction) or compensatory performance is excluded.

4.4 Connectors assumes no warranty when the customer or third parties make modifications or repairs to the relevant Delivery Product without Connectors’ written consent or treat the Delivery Product improperly. Connectors shall not be liable for defects arising out of the materials provided, or a design stipulated or specified by the customer.

4.5 Subject to any other express provision, warranty claims shall lapse upon expiration of two years after delivery of the relevant Delivery Product.

5. Liability and Exclusion of Liability

5.1 Liability shall be governed by the applicable provisions of law. However, Connectors shall in no case be either contractually or extra-contractually liable for (i) slight negligence (*leichte Fahrlässigkeit*), (ii) indirect and consequential damages and indirect losses and lost profits, (iii) savings not achieved, (iv) damage from delayed delivery and (v) any actions and omissions by Connectors’ agents or other auxiliary persons.

5.2 Connectors is also not liable for damage caused by force majeure, particularly acts of God, fire, strike, war, terrorist attacks and government orders. Furthermore, Connectors is not liable for damages attributable to improper or illegal use or use in breach of contract of the Delivery Product or to inadequate cooperation of

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the customer.

6. Third-Party Products

When delivering products manufactured or supplied by third parties, Connectors only assumes the role of brokering and/or procurement for the customer. The customer shall direct any and all claims, e.g. those arising from manufacturer warranties of any particular third party, directly to the specific third party. For this purpose, Connectors will additionally assign any and all warranty claims and other claims that Connectors may be entitled to against the specific third party to the customer, if the customer so requests. Any warranty and other liability of Connectors for third-party products are excluded. This also applies particularly to liability for any dismantling and reinstallation of the third-party products.

III. Services

1. Object and Scope

The object and scope of the Services are finally and conclusively set forth in the relevant contract.

2. Delivery

2.1 Unless otherwise agreed upon, all deliveries of Services shall occur ex works Connectors or a third-party manufacturer and at the risk and expense of the customer.

2.2 The customer shall immediately inspect the performance of the Services upon delivery and submit any complaints in writing within 20 business days. If the customer fails to do so, the Services shall be considered accepted.

2.3 Customers of individually custom-built Services have to accept an over delivery of + 15 % or an under delivery of - 15%.

3. Transfer of Risks and Reservation of Title

3.1 The customer bears all risks of loss or damage to the Services from the moment of delivery.

3.2 Services shall remain in the ownership of Connectors until receipt of full compensation. The customer is obligated to cooperate in measures to protect Connectors' ownership. The customer authorizes Connectors to register its ownership in the corresponding Register of Reserved Title, if any.

4. Warranty

4.1 Connectors warrants to the customer that the Services do not have any substantive defects in processing or material at the time of delivery. Any more extensive warranty of quality as well as any warranty of title is expressly excluded, subject to other explicit agreements.

4.2 Warranty claims shall be asserted without undue delay upon occurrence of defects. In response, Connectors can, at its option, either inspect the affected Services on site or demand that the Delivery Product be returned to Connectors. Connectors will review the warranty claim and notify the customer whether the claim asserted falls under the warranty or not.

4.3 If a warranty case exists, then Connectors shall, at its discretion, remedy any defects at no charge or replace the Service. Any claim to

rescission of the contract (rescission), to a reduction in the price (reduction) or compensatory performance is excluded.

4.4 Connectors assumes no warranty when the customer or third parties make modifications or repairs to the relevant Services without Connectors' written consent or treat the Services improperly. Connectors shall not be liable for defects arising out of the materials provided, or a design stipulated or specified by the customer.

4.5 Subject to any other express provision, warranty claims shall lapse upon expiration of two years after delivery of the relevant Service.

5. Liability and Exclusion of Liability

5.1 Liability shall be governed by the applicable provisions of law. However, Connectors shall in no case be either contractually or extra-contractually liable for (i) slight negligence (*leichte Fahrlässigkeit*), (ii) indirect and consequential damages and indirect losses and lost profits, (iii) savings not achieved, (iv) damage from delayed Services and (v) any actions and omissions by Connectors' agents or other auxiliary persons.

5.2 Connectors is also not liable for damage caused by force majeure, particularly acts of God, fire, strike, war, terrorist attacks and government orders. Furthermore, Connectors is not liable for damages attributable to improper or illegal use or use in breach of contract of the Services or to inadequate cooperation of the customer.

IV. Prices, Compensation and Invoicing

1. Prices

1.1 Prices and compensation shall be derived from the individual offers, price lists etc. of Connectors.

1.2. Subject to any express agreement to the contrary, Services provided by Connectors shall be compensated by time spent. Expenses and materials costs shall be invoiced separately. If the underlying initial situation were to change significantly during the term of the contract or if additional Delivery Products or additional Services are to be provided by Connectors, then Connectors may even adjust what would normally be fixed compensation.

1.3 Prices are stated net ex work Connectors. All prices and compensation are understood to be exclusive of value-added tax in Swiss francs, unless otherwise agreed. Value-added tax and other compulsory payments to public authorities shall be paid by the customer.

1.4 Shipping costs, insurance, packaging, customs costs and the like shall be paid by the customer. This shall also apply when Connectors performs warranty, repair or maintenance work on Delivery Products and Services.

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2. Payment

2.1 Connectors invoices shall be paid within 30 days of the invoice date, unless otherwise agreed in writing between the customer and Connectors.

2.2 Offsetting by the customer shall be excluded.

2.3 In the event that the customer is in default with his payments, interest on arrears shall be due starting on the due date in the amount of eight percent (8%) per year, plus payment of dunning charges, without any further notice of default being necessary. If the customer is in arrears of payment, Connectors is authorized (i) to call due any accounts not yet due in the current business relationship with customer and (ii) to have collection carried out by a third party at the customer's expense.

2.5 Any complaints regarding invoices shall be submitted in writing within 14 days of receipt of the invoice; otherwise, invoices shall be considered accepted. Payments shall be made on schedule even if insignificant parts of a Delivery Product or Service that do not render use of the Delivery Product or Service impossible are lacking or reworking is necessary.

V. Additional Provisions

1. Delivery Dates, Delay

Connectors makes every effort to comply with agreed-upon delivery periods and deadlines. However, Connectors cannot assume any warranty for compliance with delivery periods and deadlines. In particular, shifts in deadlines may occur due to delays by the customer or third parties, such as delayed planning and/or structural and/or other releases, or delayed signing of supplements relevant to deadlines, or changes suggested by the customer in the object or scope of the Delivery Product or the Service, or quite generally due to a lack of or insufficient preparation or support by the customer or third parties, or due to new knowledge, for which Connectors is not liable.

2. Customer's Duties

2.1 The customer is obligated to properly carry out all preparatory and support actions with regard to the Delivery Products and Services. In particular, the customer shall provide the information and physical resources necessary for the Delivery Products and Services in a timely manner and inform Connectors in writing of any special government agency or other regulations, guidelines, and peculiarities. Likewise, the customer shall inform Connectors in writing of special technical requirements differing from recommendations customary in the industry or issued by Connectors. The customer shall provide Connectors with necessary access.

2.2 The customer is obligated to comply with any and all instructions from Connectors relating to the Delivery Products and Services.

3. Ownership and Confidentiality

3.1 Connectors or any of its licensors that may exist shall remain the owner of the intellectual property rights to the Delivery Products and Services, descriptions, brochures, plans, documents and data media,

including patent rights, copyrights or other intellectual property rights; they must neither be exploited nor made available to third parties without prior approval by Connectors. The customer acknowledges these rights of Connectors or its licensors. The customer shall ensure that they are treated confidential, i.e. that they are not disclosed to any third parties or used for any purposes other than for the purposes hereof. In particular, without limitation, the customer shall treat confidential all prices and other terms and conditions agreed with Connectors.

3.2 Connectors confirms that the descriptions provided to the customer of Delivery Products and Services, brochures, plans, documents and data media do not violate any third-party rights to the best of Connectors' knowledge. However, Connectors provides no warranty that the descriptions of Delivery Products and Services, brochures, plans, documents and data media do not violate any third-party rights.

4. Force Majeure

In the event of force majeure, Connectors shall inform the customer of the occurrence of a case of force majeure, of which it becomes aware and that, in its opinion, could affect the contract's implementation and will endeavor to remedy the situation, which has thus arisen, within a reasonable period of time. The agreed dates of delivery pursuant to Clause V.1 will be extended for the duration of force majeure.

5. Anti-Corruption and Anti-Money Laundering Contractual Provisions

5.1 Customer represents and warrants to Connectors that:

5.1.1 in carrying out its responsibilities under this contract, neither customer nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official or employee of any government, or of any agency or instrumentality of any government (including any official or employee of the country of use or of any of its agencies or instrumentalities or political subdivisions), or to any political party or official thereof, or to any candidate for political office (including any party, official, or candidate in the country of use), or to any official or employee of any public international organization, for the purpose of influencing any act or decision of such official or employee or otherwise promoting the business interests of Connectors in any respect. Customer further represents and warrants that no payment, authorization, promise, or gift of the sort described in this Clause has been made prior to the date of the contractual relationship.

5.1.2 Neither customer nor any of its subsidiaries, directors, officers, employees or agents, shall use customer's relationship with Connectors to attempt to disguise the sources of illegally-obtained funds. Customer further represents and warrants that no such attempt of the sort described in this Clause has been made prior to the date of the contractual relationship.

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5.1.3 The customer has, read and agrees to comply with the terms of NORMA's Code of Conduct and its sub -policies which can be found on NORMA's website [http://www.normagroup.com/norma.nsf/id/Downloads -Terms- Conditions_EN](http://www.normagroup.com/norma.nsf/id/Downloads-Terms-Conditions_EN), as amended from time to time by NORMA)

5.2 Notwithstanding any other Clause of these General Terms and Conditions, Connectors may immediately suspend the contractual relationship, and any payments required under these General Terms and Conditions, in the event it should receive information which it determines in good faith and in its sole discretion to be evidence of a breach by customer of any undertaking in subsections 5.1.1, 5.1.2, or 5.1.3 above. Connectors shall not be liable to the customer for any claims, losses, costs or damages related to its decision to withhold deliveries of goods or services or payments under this Clause.

5.3 In the event of receipt of such evidence and/or such suspension, Connectors shall have the right to audit the customer in order to satisfy itself that no breach has occurred, and the customer shall fully cooperate with any such audit or related inquiry by Connectors. Connectors shall consult with the customer and may thereafter immediately terminate the contractual relationship by written notice, effective immediately, if Connectors, acting in good faith and in its sole discretion, is reasonably satisfied that such a breach has occurred, or that the customer has failed to cooperate fully with Connectors' audit or related inquiry.

5.4 In the event of such termination, the contractual relationship shall be void ab initio. Connectors shall have no liability to the customer under these General Terms and Conditions for any goods or services which are not delivered, unpaid fees, reimbursements or other compensation owed under the contractual relationship, or for any other loss, cost, claim, or damage resulting, directly or indirectly, to the customer from such termination.

5.5 In the event Connectors is reasonably satisfied that a breach has occurred, Connectors is entitled to recover all fees paid to the customer in connection with any transaction involving such a breach of these representations and warranties. The customer shall indemnify and hold harmless Connectors for all losses, costs, claims or damages arising from or relating to breach of these representations and warranties and/or termination of the contractual relationship.

5.6 In no event shall Connectors be obligated to take any action under these General Terms and Conditions if Connectors, acting in good faith and in its sole discretion, believes that to do so would cause Connectors to be in violation of any nation's or territory's laws.

6. Partial Invalidity

Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall have no influence on the validity of the remaining provisions and these General Terms and Conditions as a whole.

7. Disputes and Applicable Law

7.1 All legal relations between the customer and Connectors is to be construed according to the laws of Switzerland, excluding, however, the provisions of the United Nations Convention on Contracts for the

International Sale of Goods and any provision on the conflict of laws that would require application of another choice of law.

7.2 The courts of Connectors' registered office and principal place of business shall have exclusive jurisdiction and venue. However, Connectors is also free to appeal to the court of competent jurisdiction at the registered office and principal place of business or domicile of the customer.

Special Notice:

The minimum contract value shall be CHF 100.--.

Small orders have to be either increased by us to the minimum order value of CHF 100.--, otherwise please contact your local distribution center.