

## Terms and Conditions of Sale

### 0. IN GENERAL

- 1) Prices are valid for 30 days from date of quotation unless otherwise specified in our quotation.
- 2) Payment terms are Net 30 days from date of invoice unless otherwise specified in our quotation.
- 3) Warranty and return policies are as set forth in writing in this document.
- 4) Buyer is responsible for parts installation and check-out unless otherwise specified in our quotation.
- 5) Items designated as "Make-To-Order" cannot be cancelled or returned once the order has been processed.
- 6) Except as noted above, Föhrenbach Application Tooling N.V. standard Terms and Conditions of Sale apply to all sales.
- 7) Prices are subject to change without notice. The dynamic nature of today's marketplace requires that we continually review the pricing of our parts. With rare exception, all prices changes are implemented on the first day of the month following review. Should you need to guarantee prices for a special project or requirement, we will gladly provide you with a formal quotation, which will be valid for a period of 30 days.
- 8) Orders with a value of less than 250 Euro (exclusive VAT), will be charged with 12,40 Euro for administrative costs.

### 1. DEFINITIONS

"Seller" means Föhrenbach Application Tooling N.V. "Buyer" means the person or company to whom this quotation is addressed.

### 2. CONDITIONS OF AGREEMENT

This quotation is intended as an offer to sell the specific goods (Products) described on the reverse side hereof (or attached hereto) at the prices stated therein. Seller hereby expressly objects to any terms contained in Buyer's acceptance that are different from or additional to those contained in this offer. The Terms and Conditions set forth herein may not be changed, modified or added to except in a written agreement signed by Seller. In the absence of such written agreement, issuance of a purchase order or other form of acceptance of this quotation by Buyer shall constitute Buyer's agreement to be bound by the Terms and Conditions set forth herein, regardless of any contrary provisions contained in any purchase order or other form of acceptance of Buyer. Any price quotation by Seller shall remain valid for 30 days. Notwithstanding the foregoing, Products of non-European Community origin may be re-quoted at any time based on changes in foreign exchange rates. This offer is contingent upon approval of Buyer's credit by Seller.

### 3. DELIVERY AND ACCEPTANCE

- A. Delivery date will be established at the time an order is acknowledged. Terms of delivery are ExWorks Seller's dock (Incoterms 2000).
- B. The delivery date is Seller's best estimate of when Product will be shipped from its factory. Seller will use its best efforts to meet the delivery date. Seller shall have no liability for any losses or damages due to delay in delivery.
- C. All delivery dates are based upon timely receipt of any drawings, parts, instructions or similar items, if required, which Buyer must furnish to Seller.
- D. Seller shall not be responsible for and Buyer shall have no right of cancellation for delays in Seller's performance due to causes beyond Seller's control including but not limited to acts of God, war whether declared or undeclared, fire, strikes, transportation delays, and failure of suppliers to deliver. Buyer shall have the installation site ready for the start of installation on the date agreed between the parties. Costs incurred by Seller as a result of Buyer's delay shall be borne by Buyer.
- E. Upon completion of installation, Buyer shall, with participation of Seller's installation personnel, inspect and test Product in accordance with Seller's published acceptance criteria. Provided Product meets said criteria, acceptance thereof shall occur and Product shall be commissioned. Any use of Product for purposes other than inspection and test shall constitute acceptance.

### 4. PAYMENT TERMS

- A. Seller will invoice upon shipment of Product. Payment is due in full, in the currency as applied in the invoice, Net 30 days from date of invoice. In case that parties agreed in writing to complete a product acceptance: If Product acceptance is not completed within 30 days of shipment due to Buyer's fault, Buyer shall pay 80% on the Net 30 basis and 20% no later than Net 60. If Product acceptance is not completed within 30 days of shipment due to Seller's fault, Buyer shall pay 80% on the Net 30 basis and 20% upon acceptance.
- B. If Buyer requires Seller to hold Product ready for shipment, Seller will invoice Buyer on the original shipment date and Buyer will pay 80% of the purchase price within 30 days of the date of such invoice and the remaining 20% no later than 60 days from the date of such invoice. In such case, Seller may store Product at Buyer's expense. In any event, Buyer shall authorize shipment no later than 90 days after the original shipment date. Payment by Buyer shall not relieve Seller of its obligations to install and support Product as specified herein.
- C. Payment terms for special Products or systems are 30% down payment due with order, 60% Net 30 days after shipment, and 10% upon Product acceptance. Seller will specify when these special payment terms apply.
- D. The sending of an invoice has to be considered as a summons to pay its amount. In case of delay in the settlement of the invoice, the Seller is entitled to claim a yearly interest of 10% and a contractual and irreducible damages also of 10% of the invoice for supplementary administration expenses, survey of debtors and commercial perturbations.
- E. Reserve of Property in favour of the Seller is agreed until full payment of the delivered Products.

### 5. WARRANTY OF PRODUCTS

Seller provides a one-year limited warranty on new parts, a six month limited warranty\* on remanufactured parts, and a 90 day limited warranty\* on repaired parts. The warranty period begins on the invoice date, covers the original purchaser, and protects against failure and breakage due to defects in material or workmanship. Warranty replacements will be shipped by the courier of our choice.

Seller's liability under this warranty is limited to replacement or repair of the defective part. The warranty does not cover wearable parts or consumable items that have worn due to normal use. Electronic service parts will be accepted for warranty replacement only in cases where Seller can determine that the cause of failure was due to a manufacturing defect.

To return defective parts for exchange under the warranty program, simply contact Seller for a return authorization number (RMA). You will be asked to supply your original purchase order number and Seller's invoice number.

To ensure prompt service, shipments must be properly packaged (printed circuit boards must be packaged using anti-static packaging and must be wrapped in foam) and identified with the Return Authorization number (RMA) on the outside of the box and on the packing list.

All correspondence concerning service parts, warranty claims, and returns should be directed to Seller.

\* Under our six month and 90 day limited warranty, Seller reserves the right to determine the appropriate remedy (replacement with another remanufactured or repaired part or credit) for each claim.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF THE USE OR OPERATION OF REPLACEMENT PARTS.

Limitations This warranty is limited as follows:

- 1 This warranty is not transferable without the express written agreement of Seller.
- 2 This warranty does not apply to software.
- 3 Refurbished Products may be subject to additional limitations which, if applicable, will be stated on Seller's quotation.
- 4 This warranty does not cover defects or failure that result from any of the following factors:
  - a. Non compliance with Seller's installation, operation, calibration, maintenance and setup/adjustment specifications and procedures.
  - b. Changes that are made to the Products without written approval from Seller.
  - c. Misuse or abuse of the Product.
  - d. The use of replacement parts other than those supplied by Seller.

Buyer is responsible to advise Seller, prior to placing an order, whether local codes or standards apply, and Seller shall be entitled to quote compliance with any such codes or standards. Prior to the start of installation, Buyer shall obtain all licenses, permits and certifications required for compliance with local laws, rules and regulations.

#### 6. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST REVENUES, LOST PROFITS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER IN ACTION FOR BREACH OF CONTRACT, STRICT LIABILITY, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT WILL SELLER'S LIABILITY BE GREATER THAN THE TOTAL VALUE OF THE PRODUCT(S) GIVING RISE TO SUCH CLAIM.

#### 7. CHANGES, CANCELLATION

A purchase order may be amended from time to time by written change order, agreed by both parties, setting forth the particular changes to be made and the effect of such changes on the price, time of delivery, and other terms and conditions.

Buyer shall have the right to cancel any order in whole or in part, for Product as yet undelivered, as a result of Seller's material breach of these Terms and Conditions with respect to such order. Seller's liability arising from such cancellation is expressly limited to a refund of any monies paid by Buyer for such cancelled Product. In addition, prior to delivery of ordered Product, Buyer shall have the right to cancel its order in whole or in part, at its discretion. A cancellation hereunder shall become effective upon notification by Buyer to Seller and Buyer shall send Seller an amendment to the order in confirmation thereof. In the event of a cancellation for reasons other than Seller's material breach, Buyer agrees to pay Seller all costs which were reasonably and necessarily incurred by Seller in performance of the order, plus overhead expenses and reasonable profit. Seller shall take all reasonable steps to reduce Buyer's liability hereunder.

#### 8. SHIPMENT, TITLE AND RISK OF LOSS

Seller's price don't includes packing and packaging for shipment. Buyer shall specify the carrier and coordinate the schedule for pick-up with Seller's personnel. In the event Buyer fails to timely specify the carrier, Seller shall be authorized to select the carrier and coordinate pick-up. In no event will Seller be responsible for delay, breakage or damage after the Product is delivered to the carrier in good order. Risk of loss will pass to Buyer upon delivery of the Product to the carrier at Seller's dock. Claims for breakage and damage shall be made to the carrier.

After delivery and until Buyer shall have paid in full for all Products covered by this Agreement, Seller shall retain a purchase money security interest in the Products and is hereby authorized to file a financing statement to perfect its security interest. Buyer represents and warrants that it has and will maintain in force insurance adequate to protect Seller's interests hereunder, and, if requested, shall supply Seller copies of insurance certificates as evidence thereof.

#### 9. INSTALLMENT DELIVERY

Notwithstanding the provisions and limitations of Article 7, above, if Buyer's order provides for delivery in instalments, Seller may manufacture the entire quantity of ordered Product at one time, and deliver in accordance with the order. If Buyer defaults in any way under the order subsequent to completion of manufacture of its Product(s), the balance of the entire purchase price remaining unpaid will immediately become due and upon receipt of such payment the balance of deliveries shall be made.

#### 10. DESIGN OWNERSHIP

Any specifications, drawings, or other technical information, data, tools, dies, patterns, masks, test equipment, software and any other item designed, supplied, or created by Seller in performance of Buyer's order shall remain the exclusive property of Seller, and no right, title or license in any such item or design is hereby granted to Buyer. Buyer acknowledges that Seller's and/or third party software is licensed to the original End-User for use with the Product with which it is delivered and that title to and all ownership interests are retained by Seller and/or the third party owner. Software license provisions apply.

#### 11. TAXES

Taxes, duties and fees are the responsibility of Buyer. Buyer hereby indemnifies Seller against any claims, penalties or suits arising from failure to pay any such taxes as may be legally due.

#### 12. INSOLVENCY AND ASSIGNMENT

Either party shall have the right to cancel any order in the event that the other party becomes bankrupt or makes a general assignment for benefit of creditors. Buyer may not assign any of its rights or obligations hereunder without the written consent of Seller, which will not be unreasonably withheld.

#### 13. GOVERNING LAW - DISPUTES

- A. This Agreement shall be governed by and construed in accordance with the laws of Belgium with the exception of any rules of connexity or conflict incompatible with this choice of law.
- B. Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled by an amicable effort of both Parties. In case, such amicable effort fails, the Parties agree to refer their disputes to the exclusive jurisdiction of the courts of Antwerp, Belgium.
- C. The Parties agree, that in case of dispute, the English version of this document will prevail over it's translated versions. In other words, the English version of this document will always act as the reference.