

1. General Remarks

The legal relationship between the supplier and Sencio BV is based on the written agreements with the supplier and/or on the conditions expressly specified in our order and supplemented by these PURCHASE CONDITIONS. These PURCHASE CONDITIONS shall exclusively apply. The supplier's conditions shall not bind Sencio BV insofar as they are contrary to or deviate from these purchase conditions unless Sencio BV has expressly agreed in writing that they shall apply. These PURCHASE CONDITIONS shall therefore apply even if Sencio BV accepts deliveries from the supplier without reservation in the knowledge that the supplier's conditions are contrary to or deviate from its own. These PURCHASE CONDITIONS shall also apply to all future transactions conducted with our suppliers. Supplier shall only deliver materials/components to Sencio BV that are RoHS (*Restriction of Hazardous Substances*) compliant. Supplier shall notify Sencio BV on materials that require declaration according to GADSL (*Global Automotive Declarable Substance List*) and/or REACH (*Registration, Evaluation and Authorisation of CHemicals*). Supplier shall support the targets of EICC (*Electronic Industries Citizenship Coalition*) with respect to Conflict Minerals. Supplier shall not make use of Child Labor as will not be accepted by Sencio BV in any way.

2. Orders

2.1 Supply contracts (order and acceptance) and calls for delivery, as well as amendments and additions thereto, must be in writing. Orders, calls for delivery, and amendments and additions thereto, may also be issued via remote data transmission or machine-readable data carriers.

2.2 Sencio BV shall cease to be bound by an order which the supplier fails to confirm in writing within one week of the date of its issue. Calls for delivery which fall within the framework of the agreed volume shall be binding upon their receipt by the supplier. In any other case such calls shall become binding within one week of their receipt in the absence of any objection on the part of the supplier.

2.3 Sencio BV may also request changes with regard to the volume and delivery date after it has placed an order provided that these changes fall within the range of the supplier's reasonable capacity.

2.4 The supplier's tenders, drafts, samples and patterns shall be provided to Sencio BV free of charge and their provision shall not imply any binding obligation for Sencio BV. In the absence of any contrary provision no remuneration or compensation shall be paid for visits or for the provision of further details with regard to tenders, projects etc.

2.5 Sencio BV reserves its right of ownership and copyright in respect of all images, drawings, calculations and other tender documents; third parties shall not be granted access to them without the express written consent of Sencio BV. They must be exclusively used for the manufacture of our orders and must be returned unsolicited and free of charge after the completion of the order. They must be kept confidential vis-à-vis third parties.

3. Prices

The agreed prices are the fixed net prices under Incoterms 2010 DDP condition and are inclusive of the usual proper commercial packaging; they exclude VAT. A separate calculation shall be made for statutory VAT. Only different shipping/delivery conditions shall be accepted unless Sencio BV has expressly agreed in writing that these shall apply.

4. Dispatch, packaging, proof of origin

4.1 In the absence of any contrary agreement, the deliveries shall be made free of charge at the supplier's cost and risk to Transistorweg 7, 6534 AT Nijmegen, The Netherlands.

4.2 In the absence of any contrary agreement, the delivered items shall be correctly packed in accordance with usual commercial standards. Sencio BV may require particular packaging for which it will pay. The supplier shall be liable for loss and damage sustained in consequence of defective packaging.

4.3 Sencio BV shall be entitled, but not obliged, to return the packaging to the supplier. Sencio BV shall be credited with any separately agreed packaging costs on the return of the packaging.

4.4 The quality and labeling of the packaging materials used by the supplier must permit their disposal under the applicable statutory provisions without any further expense.

4.5 The supplier must clearly label its recyclable and/or returnable packaging. Sencio BV shall not be responsible for the condition of returned recyclable packaging.

4.6 Sencio BV may specify the carrier and method of dispatch; the supplier shall be bound by these specifications.

4.7 All consignments must be accompanied by a packing slip and delivery note which – in addition to a precise description of the contents of the delivery by reference to the articles, their type and volume etc. – must also specify the exact dates and numbers of the orders issued by Sencio BV. If the supplier breaches this obligation then processing delays will inevitably occur for which Sencio BV shall not be liable. Sencio BV shall only accept partial deliveries by express agreement. If partial deliveries are made by agreement then the remaining order volume must be specified; partial or residual deliveries must be identified as such.

4.8 The supplier shall on the request of Sencio BV provide a written customs declaration concerning the origin of the delivered items using an export form provided for this purpose by Sencio BV or by the relevant public authority and shall provide evidence of its declaration regarding the origin of the goods by means of an information sheet certified by its customs office. The supplier shall be liable for all the losses sustained by Sencio BV due to the incorrect or late submission of the declaration of origin.

4.9 Standard shipping term for all shipping/ deliveries to Sencio BV will be DDP condition of Incoterms 2010. Only different shipping/delivery conditions shall be accept unless Sencio BV has expressly agreed in writing that they shall apply.

5. Delivery periods and deadlines, default, and force majeure

5.1 The periods and deadlines specified in the order are binding and a fixed deadline will apply to a necessary JUST-IN-TIME-DELIVERY. The date of the receipt of the goods by Sencio BV shall be the determining factor in deciding whether the delivery period or deadline has been observed.

5.2 If the deadlines specified by the supplier's order confirmation differ from those specified in the order then even in the absence of any objection by Sencio BV the former will only be binding if they have been expressly confirmed in writing by Sencio BV.

5.3 The supplier shall be in default without the need for a warning if it fails to observe the delivery periods and deadlines. The supplier shall be liable to compensate Sencio BV for any loss and damage which it sustains due to late delivery. The supplier shall also be liable for the cost of production stoppages in the case of a late delivery of materials for manufacture.

5.4 In the case of late delivery Sencio BV shall be entitled to a contractual penalty in the sum of 1% of the order value for each complete week of delay subject to a maximum penalty of 10% of the order value. In addition Sencio BV reserves the right to make additional legal claims.

5.5 If the goods are not delivered within the agreed delivery period then without prejudice to any other lawful claims, Sencio BV may withdraw from the contract after the expiry of a subsequent reasonable period of grace. If the supplier is responsible for the delay then Sencio BV may at its discretion request compensation for the damage arising from the delay and, after the expiry of the a fore said period, compensation in lieu of performance and the reimbursement of wasted costs.

5.6 Sencio BV reserves the right to return premature deliveries – i.e. those made more than seven calendar days before the delivery date – or to charge the supplier for the relevant warehouse and handling costs. If Sencio BV does not return the premature deliveries it shall warehouse the goods at the supplier's risk until the agreed delivery time. Return of aforesaid premature deliveries will be on costs of supplier.

5.7 Force majeure, labor disputes and other unforeseeable and unavoidable events shall only release the supplier from its obligations for the duration and extent of the disruption in question. Insofar as it is reasonable for it to do so, the supplier must promptly provide necessary information and must make a bona fide attempt to perform its obligations in the changed circumstances. If – on a consideration of commercial factors – the relevant delivery/service no longer has any value for Sencio BV due to a delay caused by the aforementioned circumstances, Sencio BV shall be wholly or partially released from the obligation to accept the ordered service/delivery or shall be entitled to withdraw from the contract to this extent.

6. Invoicing and Payment

6.1 Separate duplicate invoices for each order shall be separately forwarded to Sencio BV after the dispatch of the goods and shall state the full number and date of the order. Incorrectly issued invoices shall be regarded as not having been issued. If the goods have already been received then the date of the receipt of the correct invoice shall be the decisive factor in determining when the payment period shall commence; otherwise the relevant date shall be the actual delivery date. If the delivery occurs prior to the agreed delivery date then the agreed delivery date shall be the decisive factor in determining the commencement of the payment period.

6.2 In the case of defective deliveries, Sencio BV shall be entitled to withhold a proportionate part of the payment until correct performance has occurred.

6.3 The ownership of the delivered items to which the payment relates shall be transferred to us once the payment has been made even if we have yet to pay for other deliveries.

6.4 The fact of payment does not imply that the delivery is free of defects and corresponds to the terms of the contract.

6.5 The supplier may only assign its claims against Sencio BV, or permit such claims to be enforced by third parties, with the prior written consent of Sencio BV.

6.6 If a delivery or service is exempt from sales tax, the supplier must either produce the required evidence or arrange for its production. In the case of deliveries within the European Union, the supplier must state its sales tax identification number, provide evidence of its corporate status, and assist in the production of vouchers and books for the purpose of providing evidence of exportation.

7. Acceptance and Notification of Defects

7.1 Receipt of materials nor payment by Sencio BV will grant acceptance. In case deliveries are in non conformance with order conditions or material specifications Sencio BV will reserve the right to cancel the complete or partial order without notice of default or judicial interference and without prejudice to our other legal rights.

7.2 In case of defects signaled by Sencio BV supplier will be informed as soon as possible no time limit binding.

7.3 Material as delivered is according to material specifications and Certificate of Conformance (COC) as supplier has committed. No physical quality testing at incoming shipment at Sencio BV will be required.

8. Material defects and defects-in-title

8.1 All the objects delivered by the supplier and all the services provided by it must conform to the latest technological standards, the applicable legal provisions, and the regulations and guidelines issued by the public authorities, professional bodies and trade associations. Generally recognized international standards must be observed such as for example those prescribed by the NEN (*NEderlandse Norm*), DIN (*Deutsches Institut für Normung*), ISO (*International Organization for Standardization*). The same applies to the relevant applicable environmental provisions – particularly the regulation concerning hazardous working materials – and the occupational medical rules. The supplier shall be responsible for ensuring compliance, even vis-à-vis the customers of Sencio BV. It shall release Sencio BV from all public and private law claims which arise from breaches of these provisions. The supplier must provide all the necessary examination certificates and attestations without being requested to do so.

8.2 The supplier shall be liable without limit under the general law for all defective deliveries. This warranty applies in respect of the relevant location designated for their use. Sencio BV may at its discretion require the supplier to remedy the defect or to provide a replacement delivery (subsequent performance). The subsequent performance shall be regarded as having failed if the replacement delivery or the attempted remedy of the defect does not result in a non-defective delivery by the supplier. The supplier shall bear all the costs necessarily incurred for the purpose of remedying the defect or providing the replacement delivery. Sencio BV shall also be entitled to withhold a proportionate part of the payment until the contract has been correctly performed.

8.3 Sencio BV shall be entitled to demand performance until written or judicial enforcement of the compensation claims takes place in lieu of performance. If we withdraw from the contract because of a defect, the supplier must also compensate Sencio BV for the costs of the contract.

8.4 Sencio BV shall also be entitled to exercise the rights prescribed by §§ 7:21-25 of the Dutch Civil Code vis-à-vis the supplier even if the latter has only delivered parts for an object which is being assembled at Sencio BV.

8.5 If the supplier has defaulted by failing to deliver a replacement or by failing to remedy the defect then Sencio BV may at the supplier's expense either acquire a replacement or remedy the defect itself or do so via a third party. The same applies if the matter is urgent and the supplier can not be contacted immediately or is unable to immediately provide a replacement or remedy the defect.

8.6 If raw materials or components with latent defects are delivered by the supplier and then combined in the manufacturing process with other raw materials so that the other raw materials or manufactured products become unusable, the supplier shall be liable to compensate Sencio BV for any loss and damage which is sustained as a result.

8.7 The relevant valid version of the quality requirements which Sencio BV applies to deliveries shall apply with regard to the procedures which the supplier must observe when assessing the quality of its supplies. The supplier must constantly assess the quality of the items which it delivers. The contractual partners will mutually inform each other of any possible means of improving quality.

8.8 Delivered materials should be subject to order terms of Sencio BV and conditions as described in this general purchase conditions. Materials should have the properties as Sencio BV may expect based on the order/ agreement, in special the properties of the material which are needed for normal usage of the material and of which Sencio BV should not have to doubt the presence of, even so the properties which are required for special usage as these are described in the order/ agreement. Supplier will be kept on first notification of Sencio BV to be liable to repair or replace damaged material, as per decision of Sencio BV In case of non performance of the supplier, Sencio BV will claim the right to let carry out repair or replace damaged material by a third party on costs and risk of the supplier.

9. Product Liability/Release

9.1 If the supplier is responsible for product damage it shall release Sencio BV from third party compensation claims on first demand if the cause originates within its area of control and/or administration and it is itself liable vis-à-vis the outside world.

9.2 Supplier is responsible for all damage caused by it or by persons who are working under the responsibility of the supplier. In special damage which is caused at or by delivered material as a consequence of incorrect material in accordance of the order terms of Sencio BV and the general purchase conditions and in accordance of the Dutch Civil Code. Liability of supplier also includes damage by exceeding agreed delivery date, damage of materials by third party, company damage and other indirect damage, which occurs by Sencio BV or by any third party.

9.3 The supplier shall be liable for ensuring that no infringement of third party rights occurs in connection with the delivery; the supplier is aware that Sencio BV distributes its end products on a worldwide basis. If a claim is made against Sencio BV by a third party, the supplier must release Sencio BV from this claim on its receipt of a first written request to do so. The supplier's obligation to provide a release includes all the expenses which Sencio BV has necessarily incurred in connection with the third party claim.

10. Confidentiality

10.1 The contractual partners undertake that they will treat all the non-disclosed business and technical details which become known to them through their commercial relationship as business secrets. Sub-contractors must be placed under the same obligation.

10.2 The supplier may only advertise its commercial relationship with Sencio BV with the latter's prior written consent.

11. Electronic Data Interchange (EDI)

11.1 The introduction of an electronic data interchange connection shall not impliedly revoke these conditions. The setup of a separate EDI contract will be required.

11.2 Prior to the commencement of data exchange, it will be necessary to make a one-off determination of the methods by which the various business and technical procedures will be conducted. In particular, a body of rules governing modifications and the erroneous transmission of data shall be required. Electronically transmitted data shall be treated as having been received by the supplier as soon as it is stored in an error-free form by the network operator in a manner which enables it to be downloaded by the supplier. The same binding obligations which apply to data transferred by other means shall apply to the data accessed by the supplier.

11.3 Data communicated by EDI shall be binding without a signature; a signature shall only be provided in respect of business conducted by means of a paper fax machine. Faxed communications made via a computer shall be valid without a signature.

12. Applicable Law, Place of Performance, Place of Jurisdiction

The law of the Kingdom of The Netherlands shall apply to the legal relationship between Sencio BV and the supplier to the exclusion of the law on the conflict of laws, the harmonized UN Sales Law or any other convention applicable to the law on the sale of goods. The exclusive place of performance for the obligations of both parties shall be Nijmegen. The place of jurisdiction for all disputes, including check and currency exchange processes, shall be Arnhem. Sencio BV shall also be entitled to sue the supplier in its own local jurisdiction.

13. Partial Invalidity

If any individual clauses of these conditions are or become partially or wholly ineffective, this shall not affect the effectiveness of the remaining clauses or of any contract which has been concluded. The contractual partners shall agree a new clause in place of the ineffective clause which shall come as close as possible to the sense and purpose of the original clause without being ineffective.