

§ 1 Scope of Application

(1) All legal relations with the Customer, in particular all tenders, sales, deliveries and services provided by Samtec Europe GmbH, shall be exclusively subject to these General Terms and Conditions. These General Terms and Conditions shall also apply to all future business relations with the Customer, even if no specific mention is made of them.

(2) The general terms and conditions of the Customer or of third parties shall not apply, even if Samtec Europe GmbH should fall to expressly contradict such conditions in any individual case. Furthermore, even if Samtec Europe GmbH should make reference to a letter containing the general terms and conditions of the Customer or of a third party, or to a letter in which reference is made to such conditions, this shall not imply any acknowledgement of, or agreement to the application of such conditions.

(3) Our terms of sale apply only to companies as defined § 310 Abs 1 BGB.

§ 2 Tenders and Entering into Contract

(1) All tenders issued by Samtec Europe GmbH shall be non-binding and subject to alteration without notice, insofar as not expressly declared as binding or containing reference to a specific period of validity. Samtec Europe GmbH can issue acceptance of orders and/or contracts within 14 days of receipt.

(2) All information issued by Samtec Europe GmbH concerning the qualities of ordered goods or services (e.g. weight, dimensions, utility values, load capacities, tolerances and other technical data), as well as any presentations of such qualities (e.g. illustrations and drawings), shall be deemed approximate, insofar as here not otherwise specified or insofar as the use of the delivered goods and/or services for the contractually intended purpose does not require the exact agreement of such qualities. Any such information shall not constitute a guarantee of quality, but rather shall be deemed as being a description or identification of deliveries and/or services. Deviations to any such descriptions that are in accordance with trade practice and/or that are necessary due to legal regulations or are technical improvements shall be permissible, insofar as such deviations do not impact on the use of the delivered goods or services for the contractually intended purpose. The same applies to the replacement of individual components with equivalent items.

(3) Samtec Europe GmbH herewith expressly reserves all rights of ownership and/or all rights of use in connection with all tenders and cost estimates issued, as well as all drawings, illustrations, calculations, prospectuses, catalogues, models, tools and resources issued to the Customer. The Customer shall not be permitted to allow access to any such items or make known the nature or content of any such items to third parties without the express prior consent of Samtec Europe GmbH, nor shall it be permitted for the Customer to make use of or duplicate any such items or allow any third party to make use of or duplicate any such items. At the request of Samtec Europe GmbH, the Customer shall return all such items in their entirety to Samtec Europe GmbH and to destroy any copies or duplicates of such items (also in electronic format) if no longer needed during the course of normal business activities or if negotiations do not lead to the conclusion of a contract.

(4) In the event of tenders being issued on the basis of performance specifications issued by the Customer or by a third party, Samtec Europe GmbH shall not issue any guarantee nor assume any liability for the correctness and/or completeness of such specifications.

(5) Our sales staff are not authorized to enter into oral agreements or warranties, which extend beyond the content of the written contract.

(6) We are entitled to partial deliveries if they are reasonable to the client.

§ 3 Prices and Payment

(1) Prices shall apply for all deliveries and services included in the confirmation of order or in binding tenders. Any additional or special services shall be subject to additional charges. All prices shall be quoted in Euro (unless another currency is expressly stated) ex works plus packaging, shipping and transport insurance costs, as well as VAT (plus turnover tax on imports) at the legally applicable rate and, in the case of exported goods, customs duties and charges and other official levies, insofar as these individual items are not invoiced separately.

(2) Insofar as the agreed prices are based on the list prices of Samtec Europe GmbH and if deliveries are not made until four months after the completion of contract, deliveries shall be made on the basis of the valid list prices of Samtec Europe GmbH at the time of delivery.

(3) Invoices are to be paid in full within 45 days of receipt. The Customer shall pay all bank charges for the transfer of funds. The punctuality of payment shall be dependent on the date of receipt by Samtec Europe GmbH. Payments by cheque shall be deemed effective once cleared. If the Customer fails to pay outstanding invoices by the due date, the outstanding amount shall be subject to interest at a rate of 5% per annum, starting on the due date for payment. This shall not affect the rights of Samtec Europe GmbH to enforce claims to additional interest and/or to compensation for damages in the event of default in payment.

(4) The Customer shall have no right of retention and no right to refuse or withhold performance. The Customer shall not be entitled to offset claims, unless any such claims have been acknowledged in writing by Samtec Europe GmbH or unless any such claims have been declared enforceable by a court of law.

(5) Claims against Samtec Europe GmbH shall not be assignable.

§ 4 Deliveries and Delivery Periods

(1) All deliveries shall be made ex works USA, unless otherwise expressly stated.

(2) The periods and dates for deliveries and the performance of services specified by Samtec Europe GmbH shall be approximate, unless a specific period or date is expressly arranged or agreed. Delivery periods shall be deemed to have been met if the goods to be delivered have been transferred to the forwarding agent, freight carrier or other third party responsible for the transport of goods before the expiry of the agreed period, unless otherwise agreed.

(3) Irrespective of any rights arising as a result of default by the Customer, Samtec Europe GmbH shall be entitled to demand an extension of periods for the delivery of goods and the performance of services or the postponement of the delivery of goods and the performance of services for a period of time equivalent to that for which the Customer fails to fulfill its contractual duties towards Samtec Europe GmbH.

(4) Samtec Europe GmbH shall not be liable for deliveries that are not possible, or for delays to deliveries as a result of *force majeure* or other events that were not foreseeable at the time of the completion of contract (e.g. breakdowns in business operations, difficulties with the supply of materials or energy, delays to transportation, strikes, legitimate lock-outs, deficiencies in employees, energy or raw materials, difficulties in acquiring the correct permits, measures imposed by official bodies or institutions, failures to deliver or the failure to deliver promptly by suppliers or incorrect deliveries by suppliers), for which Samtec Europe GmbH is not responsible. Insofar as such events render it extremely difficult or impossible for Samtec Europe GmbH to make deliveries as agreed or perform agreed services and if any such obstruction to deliveries and/or the performance of services is not merely for a foreseeable temporary period, Samtec Europe GmbH shall be entitled to withdraw from the contract. In the case of obstructions to deliveries and the performance of services of a temporary nature, delivery period and deadlines shall be extended by or postponed by the amount of time by which the obstruction delays the making of deliveries and performance of services, plus an appropriate period of grace. Insofar as it is unreasonable for the Customer to accept deliveries and/or services as a result of delays to delivery or the performance of services, the Customer shall be entitled to withdraw from the contract by way of immediate written declaration to Samtec Europe GmbH.

(5) Samtec Europe GmbH shall be entitled to make deliveries in installments if:

- delivery installments are useable by the Customer in accordance with the contractually foreseen purpose,
- deliveries of outstanding installments of ordered goods is ensured and
- the Customer does not incur any significant additional costs or expenses as a result (unless Samtec Europe GmbH declares itself willing to assume any such costs and expenses).

(6) In the event of delays to the delivery of goods or the performance of services or if the delivery of goods or performance of services is rendered impossible, regardless of the reasons for this, the liability of Samtec Europe GmbH for compensation for damages shall be restricted in accordance with section 9 of these General Terms and Conditions.

§ 5 Place of Performance, Shipping, Shipping Costs, Transfer of Risk, Acceptance

(1) The place of performance for all contractual obligations shall be the USA, unless otherwise stated.

(2) All deliveries shall be shipped to the Customer. Shipping method and type of packaging shall be determined at the discretion of Samtec Europe GmbH. Samtec Europe GmbH shall take out a customary transport insurance policy for the goods at the cost of the Customer, unless the Customer expressly declares that he does not wish this. All packaging and shipping costs, VAT (plus turnover tax on imports) at the legally applicable rate, customs duties and charges and other official levies are to be borne by the Customer. The Customer shall be responsible for all customs and import formalities.

(3) Insofar as goods are imported into the European Union, deliveries shall first be imported to and stored at a warehouse in Great Britain and thence forwarded to the Customer. Samtec Europe GmbH shall only assume responsibility for customs and import formalities, shipping and transport insurance costs, customs duties and charges and other official levies and turnover tax on imports connected with the shipping of goods to the warehouse in Great Britain. In the event of deliveries to the Customer that do not occur via the warehouse in Great Britain (direct deliveries), the regulations set out in section 5 paragraph (2) above shall apply.

(4) Risk shall be transferred to the Customer at the latest at the time of the transfer of delivered goods at the place of performance to the shipping agent, freight carrier or other third party contracted for the delivery of goods (whereby the start of the loading process is decisive). This shall also apply in the event of delivery in installments or if Samtec Europe GmbH has also assumed responsibility for other services (e.g. shipping). In the event of delays to shipping or to the transfer of goods due to circumstances for which the Customer is responsible, risk shall be transferred to the Customer on the day on which Samtec Europe GmbH is ready to make delivery of the goods and informs the Customer of this.

(5) Insofar as acceptance of the goods is necessary, delivered goods shall be deemed as having been accepted by the Customer once:

-delivery has been completed,

-Samtec Europe GmbH has informed the Customer of this, stating the fiction of the acceptance of goods in accordance with this paragraph and once Samtec Europe GmbH has requested the acceptance of the goods by the Customer,

-twelve working days have elapsed since the delivery of goods or once six days have elapsed since the delivery of goods if the Customer has commenced using the delivered goods (e.g. used single parts of the goods), and

-the Customer has failed to accept the delivered goods within this time period for reasons other than a defect of which Samtec Europe GmbH has been informed that renders the use of the delivered goods impossible or at least significantly influences the use of the delivered goods.

§ 6 Reservation of Ownership

(1) The following conditions on reservation of ownership are designed to safeguard all current and future claims of Samtec Europe GmbH against the Customer resulting from agreements for the delivery of goods between the contractual parties (including claims on account in the event of the operation of open accounts for deliveries of goods).

(2) All goods delivered by Samtec Europe GmbH to the Customer shall remain the property of Samtec Europe GmbH until full payment has been made of all secured claims. All delivered goods and goods taking the place of the deliveries in accordance with this provision and being covered by the reservation of ownership, shall hereinafter be referred to as "reserved goods".

(3) The Customer shall keep custody of the reserved goods on behalf of Samtec Europe GmbH free of charge.

(4) The Customer shall be entitled to process and sell the reserved goods during the course of normal business operations until the time of the enforcement of the reservation of ownership (see last paragraph). The pledging or assignment of reserved goods by way of security shall not be permissible.

(5) In the event of the processing of reserved goods by the Customer, such processing shall be deemed as having occurred on behalf of and for the account of Samtec Europe GmbH as manufacturer and Samtec Europe GmbH shall be deemed as the direct owner or, if processing involves goods belonging to several owners or if the value of the processed item is greater than the value of the reserved goods, the co-owner (part-owner) of the newly manufactured item in the proportion of the value of the reserved goods to the value of the newly manufactured item. In the event that Samtec Europe GmbH does not acquire such ownership rights, the Customer herewith transfers his future ownership or, in the aforementioned proportion, his co-ownership of the newly manufactured item to Samtec Europe GmbH as security. In the event that the reserved goods are combined or inseparably mixed with other items in order to form one new item and if one of these other items were to be seen as the main component of the new item, Samtec

Europe GmbH herewith transfers, insofar as the main component falls within its property, to the Customer proportional co-ownership of the new item in the proportion mentioned in sentence 1 above.

(6) In the event of the sale of the reserved goods, the Customer herewith assigns as security all claims arising from the sale of the reserved goods against the purchaser to Samtec Europe GmbH, or in the case of co-ownership of the reserved goods by Samtec Europe GmbH, the Customer herewith assigns the proportion of his claims corresponding to the proportion of co-ownership. The same shall apply for other claims in lieu of reserved goods or that otherwise arise with regard to the reserved goods, e.g. insurance claims or claims arising from tort in the event of loss or destruction. Samtec Europe GmbH herewith revocably authorises the Customer to enforce claims transferred to Samtec Europe GmbH in his own name but for the account of Samtec Europe GmbH. Samtec Europe GmbH shall only rescind this authority to enforce claims in the event of the enforcement of the reservation of ownership. All documentation required for the enforcement of the claims of Samtec Europe GmbH shall be handed over to the Customer upon request.

(7) In the event of the seizure of reserved goods by a third party, in particular by way of attachment, the Customer shall be obliged to immediately inform this third party of the reservation of ownership by Samtec Europe GmbH over the goods and inform Samtec Europe GmbH of this in order to enable Samtec Europe GmbH to enforce this reservation of ownership. If the third party is not in a position to reimburse Samtec Europe GmbH for any judicial or non-judicial costs arising as a result of such action, the Customer shall be liable for the reimbursement of such costs to Samtec Europe GmbH.

(8) At the request of the Customer, Samtec Europe GmbH shall be obliged to relinquish ownership of the reserved goods and/or any other items or claims in lieu of reserved goods if the value of such goods or other items or claims exceeds the value of secured claims against the Customer by more than 20%.

(9) In the event that Samtec Europe GmbH withdraws from the contract due to a breach of contract by the Customer, in particular default in payment, Samtec Europe GmbH shall be entitled to demand the return of the reserved goods (enforcement of reservation of ownership).

§ 7 Guarantees

(1) The Customer or a third party commissioned by him shall be obliged to thoroughly examine all goods immediately upon delivery. The goods shall be deemed as having been accepted if Samtec Europe GmbH does not receive in writing or by fax a complaint concerning an obvious defect or another defect that should have been recognisable upon an immediate and thorough examination of the goods within seven working days of delivery of the goods or within seven working days of the discovery of the defect or of the point in time at which the defect should have been recognisable 10 the Customer during the normal use of the delivered goods without further examination. At the request of Samtec Europe GmbH, delivered goods that are alleged to be defective are to be returned to Samtec Europe GmbH carriage paid. In the event of the existence of a defect, Samtec Europe GmbH shall reimburse the costs of the cheapest method of shipment. This shall not apply if the costs increase due to the fact that the delivered goods are located at a location other than the location intended for use.

(2) In the event of material defects to delivered goods, Samtec Europe GmbH shall, at its own discretion and within a reasonable period, be obliged and entitled to either rework the delivered goods or make a delivery of replacement goods. In the event of the failure, i.e. in particular the impossibility, impracticality, refusal or unreasonable delay in reworking delivered goods or delivering replacement goods, the Customer shall be entitled to withdraw from the contract or reduce the purchase price appropriately.

(3) In the event that a defect is the fault of Samtec Europe GmbH, the Customer shall be entitled to demand compensation in accordance with the conditions set out in section 9.

(4) In the event of defects in components provided by other manufacturers that cannot be eliminated by Samtec Europe GmbH for reasons of licensing or other practical reasons, Samtec Europe GmbH shall, at its own discretion, either enforce its claims under guarantee against this manufacturer and/or supplier for the account of the Customer or assign such claims under guarantee to the Customer. Claims under guarantee against Samtec Europe GmbH shall only exist in the case of defects of this kind in accordance with other conditions and the regulations contained within these General Terms and Conditions if the judicial enforcement of the aforementioned claims against the manufacturer and/or supplier was unsuccessful or is deemed to be without prospect, for example due to insolvency. For the duration of the law suit, the statute of limitations shall be suspended for all corresponding claims under guarantee of the Customer against Samtec Europe GmbH.

(5) All guarantees shall lapse if the Customer alters the delivered goods or allows a third party to alter the delivered goods without the prior consent of Samtec Europe GmbH and if such alteration of the delivered goods makes the elimination of defects impossible or unreasonably difficult. In any case the Customer shall be obliged to bear any additional costs for the elimination of defects incurred as a result of the alteration of delivered goods.

(6) In all cases of the return of delivered goods, the Customer should obtain from Samtec Europe GmbH an incident number for the purpose of processing the incident (DM number). The DM number is to be enclosed with the returned goods. All goods must be returned directly to Samtec Europe GmbH and not to other companies within the Samtec Group.

(7) Claims for remedy, damages and replacement use shall expire one year after delivery of the purchased item.

§ 8 Industrial Property Rights

(1) Samtec Europe GmbH herewith declares that, in accordance with the conditions set out herein, the delivered goods shall be free of all industrial property rights and/or copyrights belonging to third parties. The contractual parties shall inform each other immediately in writing if claims are enforced against them due to the infringement of any such rights.

(2) In the event that the delivered goods infringe against the industrial property rights or copyrights of a third party, Samtec Europe GmbH shall, at its own discretion and at its own cost, either amend or exchange the delivered goods so that the rights of third parties are no longer infringed, however so that the delivered goods may still be used in order to fulfill the contractually agreed functions, or obtain usufructuary rights on behalf of the Customer through the completion of a licensing agreement. If this problem cannot be solved within an appropriate period, the Customer shall be entitled to withdraw from the contract or reduce the purchase price appropriately. Any claims of the Customer to compensation for damages shall be subject to the restrictions set out in section 9 of these General Terms and Conditions.

(3) In the event of the infringement of rights by products delivered by Samtec Europe GmbH but manufactured/supplied by another manufacturer/supplier, Samtec Europe GmbH shall, at its own discretion, either enforce its claims against this manufacturer and/or supplier for the account of the Customer or assign any such claims to the Customer. In such cases claims against Samtec Europe GmbH in accordance with the conditions contained herein shall only exist if the judicial enforcement of the aforementioned claims against the manufacturer and/or supplier was unsuccessful or is without prospect, for example due to insolvency.

§ 9 Liability for Compensation for Damages due to Fault

(1) The liability of Samtec Europe GmbH for compensation for damages, regardless of legal grounds, in particular due to impossibility, default, defective or incorrect deliveries, breach of contract, infringement of duties during contract negotiations and/or tort, insofar as it is at fault in all cases, shall be restricted in accordance with the following conditions.

(2) Samtec Europe GmbH shall not be liable for

a) cases of ordinary negligence by its executive bodies, legal representatives, employees or other vicarious agents;

b) cases of gross negligence by its non-managerial employees or other vicarious agents,

insofar for such cases do not concern the infringement of cardinal contractual obligations. Cardinal contractual obligations include the obligation to make punctual, defect-free deliveries, as well as obligations concerning consultancy services, protection and care designed to enable the Customer to use the delivered goods in accordance with the contract or protect life and limb of the employees of the Customer or third parties or to protect the property of the Customer from significant damage.

(3) Insofar as Samtec Europe GmbH is liable for compensation for damages in accordance with the above conditions and restrictions, this liability shall be restricted to damages that had been foreseen by Samtec Europe GmbH at the time of the completion of the contract as the possible consequences of a breach of contract or, considering the circumstances that were known to or should have been known to Samtec Europe GmbH, damages that could or should have reasonably been predicted when exercising customary

diligence. Indirect and consequential damages resulting from defects in the delivered goods shall otherwise only be subject to compensation if such damages could typically be expected when using the delivered goods in accordance with the intended use.

(4) In the case of liability for ordinary negligence, the liability of Samtec Europe GmbH for material defects shall be restricted to the amount of typical damage and damage foreseeable at the time of the contract completion, even if a cardinal contractual obligation has been breached. Claims to compensation for damages against Samtec Europe GmbH due to delays in performance shall be restricted in total to a maximum of 5% of the invoice value of the affected delivery.

(5) The exclusions of and restrictions to liability specified above shall apply to the same extent for the executive organs, legal representatives, employees and other vicarious agents of Samtec Europe GmbH.

(6) Insofar as Samtec Europe GmbH provides technical information or consultancy services and if such technical information or consultancy services do not belong to the scope of services agreed in the contract, the provision of technical information and consultancy services shall be deemed as being free of charge and excluded from all liability.

(7) The restrictions of liability contained herein shall not be applicable to the liability of Samtec Europe GmbH in respect of malicious acts, guaranteed qualities, loss of life, physical injury or damage to health or claims based on the Product Liability Act (*Produkthaftungsgesetz, ProdHG*).

§ 10 Export

The goods supplied by Samtec Europe GmbH may require an export license. The Customer acknowledges both German and foreign export control regulations and restrictions and herewith declares that he shall not sell, export, re-export, deliver or otherwise forward any products or technical information either directly or indirectly to persons, companies or other countries, if this infringes any German or foreign laws or regulations. Before exporting goods, the Customer must obtain all required export licenses and other official permits at his own cost and inform Samtec Europe GmbH of his intention to export the goods.

§ 11 Final Provisions

(1) The place of jurisdiction for all disputes arising as a result of contractual relations between Samtec Europe GmbH and the Customer shall be, at the choice and discretion of Samtec Europe GmbH, either Munich or the location of the registered offices of the Customer. The exclusive place of jurisdiction for all complaints against Samtec Europe GmbH shall be Munich. Peremptory legal provisions concerning the exclusive place of jurisdiction for disputes shall not be affected by this provision.

(2) All relations between Samtec Europe GmbH and the Customer shall be exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980 (CISG) shall not apply.

(3) Insofar as either the contract between the parties or these General Terms and Conditions should contain regulatory gaps or loopholes, such regulatory gaps or loopholes shall be eliminated through the insertion of the legally effective provision that the contractual parties would have agreed if they had been aware of the omission, regulatory gap or loophole in order to achieve the intended economic and commercial purpose of the contract and/or the purpose of these General Terms and Conditions.

(4) The German version of this General Terms and conditions shall prevail over the English version.