

GENERAL TERMS AND CONDITIONS

Of the private company with limited liability: FUJITSU COMPONENTS EUROPE B.V., hereafter to be referred to as: "Fujitsu", of Hoofddorp, The Netherlands, filed under number 33281312 at the Chamber of Commerce on 5 April 2016.

0. GENERAL

Each shipment shall be considered a separate and independent transaction.

Definitions

Buyer: purchasers, potential purchasers or principals jointly and/or severally

Day: a calendar day

Parties or Party: Fujitsu and Buyer jointly or severally

Product(s): the product(s) the subject of the Contract

1. EXCLUSIVE APPLICATION

Fujitsu submits quotations, accepts orders and supplies Products solely subject to these General Terms and Conditions. The applicability of general purchase terms or other terms of Buyer is explicitly rejected. A deviation from the General Terms and Conditions must be agreed upon in writing by an authorized representative of Fujitsu.

2. QUOTATIONS, ORDERS AND CONTRACTS

All offers/quotations are without obligation. Fujitsu reserves the right to revoke offers/quotations or to fully or partially amend the same. Contracts shall only come into existence through subsequent written confirmation by Fujitsu of orders received. Parties shall consider such confirmation to be a correct record of the Contract unless Buyer has lodged an objection within 5 days of its dispatch.

3. PRICES

A. Fujitsu reserves the right, by giving notice to Buyer any time prior to delivery, to increase the price of the Products if the costs to Fujitsu increase between the time of quotation or order confirmation and delivery, caused by any reasons beyond its control such as, but not limited to, fluctuation of foreign exchange rates, the costs of raw materials, freight costs or other costs of manufacture.

B. The quoted price(s), unless stated otherwise, are excluding any and all applicable excise, taxes (such as VAT), duties, transportation charges and related fees in connection with shipments to Buyer.

Freight, brokerage and customs charges on return shipments to Fujitsu shall be paid by Buyer.

All charges that may be levied by customs on shipments returned by Fujitsu to Buyer shall be for Buyer's account except if such charges relate to shipments of repairs or replacements under Warranty as per Article 12 and Buyer can demonstrate to Fujitsu that it has taken all reasonable steps allowable under the regulations of the customs authorities to obviate the payment of such charges.

C. In lieu of paying any tax, Buyer may provide Fujitsu with a tax exemption certificate acceptable to the taxing authorities.

4. PAYMENT AND DEFAULT

Unless Parties have agreed other payment conditions in writing, Buyer must effect payment of the full invoice amount, without any deductions, to Fujitsu's bank account stated on the invoice with a value date that is within 30 days of the invoice date.

Payment shall first be deducted from the costs and subsequently from the interest which has become due and shall thereafter be deducted from the oldest outstanding principal.

If Buyer should fail to comply with the payment term referred to above, it shall be in legal default, in which event it shall be required to pay interest at 2% margin per annum over the 3-months Euribor rate as fixed one business day before the due date of the invoice and revised monthly thereafter over the entire overdue amount of the invoice, commencing on the due date of the invoice.

Buyer shall not be authorized to make any deductions from the invoiced amount on account of any counter-claims it may allege against Fujitsu. Fujitsu is at all times authorized to offset claims of Buyer on Fujitsu against claims that, for whatever reason, Fujitsu has on Buyer and/or companies affiliated with Buyer.

Buyer shall be liable for all the collection costs, including judicial and extra-judicial costs incurred as a result of its default. Fujitsu shall provide evidence of these costs, inter alia, by submitting the statement of fees it receives from its legal advisors.

If Buyer fails to comply with any obligation towards Fujitsu in pursuance of any Contract and/or these General Terms and Conditions, or if Fujitsu has reasonable grounds to believe that Buyer shall not comply or shall not be able to comply with any obligation as described above, Fujitsu shall be entitled, at its discretion:

A. to require advance payment or proper security for payment, or cash on delivery for payment obligations arising from any current or future Contracts;

B. to immediately and without judicial intervention suspend the execution of any of its obligations pursuant to the Contract and/or the General Terms and Conditions, all of this without prejudice to Fujitsu's right to exercise any other legal right;

C. to terminate the relevant Contract in whole or to the extent not executed, with immediate effect;

D. to terminate one or more, or all the Contracts in respect of which Buyer has not defaulted, in whole or to the extent not executed, with immediate effect, without prejudice to Fujitsu's right to claim complete compensation of damage.

If, in Fujitsu's judgment, Buyer's financial condition does not justify continuing the existing terms of payment, Fujitsu may require full or partial payment in advance of shipment or may otherwise change the payment terms.

5. AVAILABILITY OF PRODUCTS EX STOCK

Offers ex stock are subject to products being unsold at the time of receipt of order.

6. RECEIPT

Receipt of the Products by Buyer takes place as defined by the trade term of the International Chamber of Commerce (Incoterms 2010) that has been agreed upon between the Parties as part of the Contract.

Buyer shall be obliged to check the Products for any shortfall or visible damage immediately upon receipt.

7. PROPERTY AND RISK

No property of any of the Products sold, and/or received by Buyer, and/or physically delivered shall pass to Buyer until full payment of any and all amounts due to Fujitsu have been made, irrespective whether such amounts due constitute the purchase price of these Products or are due for other reasons.

Accordingly, on default in payment, Fujitsu shall be entitled to repossess the Products and Buyer shall do all in its power to enable Fujitsu so to do. Until property in the Products has passed to Buyer:

A. Buyer shall take proper care of the Products and take all reasonable steps to prevent any damage or deterioration thereto and shall allow Fujitsu to inspect them if Fujitsu so requires;

B. Buyer must keep the Products free from any charge, lien, or other encumbrance and store the Products in such a way as to show clearly that they belong to Fujitsu;

C. Buyer shall give Fujitsu all such information relating to the Products as Fujitsu may require.

Fujitsu shall be authorized to collect these Products from Buyer at any time, to arrange for this to be done, or to repossess or store them elsewhere if Buyer should fail to comply, or if it has become clear that Buyer shall not be able to comply with its obligations in respect of Fujitsu or should fail to do so in full and/or time.

Fujitsu shall have this right in particular, but not exclusively, if Buyer has applied for or been granted a moratorium of payments, if its involuntary liquidation or bankruptcy has been requested or pronounced, or if Buyer should have entered into any payments agreement with one or more of its creditors.

Buyer shall be required to notify Fujitsu immediately if third parties can lay claim to rights in respect of Products, which Fujitsu has supplied to Buyer, as long as Fujitsu has any claim against Buyer.

In that case Fujitsu shall be authorized to collect the relevant Products from Buyer or to have this done, to repossess them and to store them elsewhere.

If Fujitsu should wish to collect the Products in conformity with the above, Buyer shall grant it access to its office or business premises for that purpose.

Buyer shall be liable for all the costs connected with the collection and storage of the Products. Fujitsu shall not be obliged to make the Products available again until Fujitsu has been paid in full or has been given sufficient security in respect of its claim(s).

Notwithstanding the foregoing, all risk relating to the Products shall pass to Buyer on receipt of the Products and Buyer should arrange insurance accordingly.

8. DELIVERY PERIOD AND PARTIAL DELIVERIES

A delivery period shall only be valid if confirmed by Fujitsu in writing. The delivery period shall at all times be a target date only, although Fujitsu shall do everything in its power to supply the Products within the agreed period.

Fujitsu shall be authorized to make partial deliveries, each with a separate invoice. In that case, Buyer shall be obliged to make payment in conformity with Article 4.

9. DELAY IN DELIVERY

Fujitsu shall only be liable for proven loss arising from delay in delivery as a result from causes within its control, but never for consequential loss, such as loss resulting from business interruption and/or loss of profits. Fujitsu's liability shall in no event exceed the contract price of the Products in question.

Fujitsu shall not be liable if it is prevented from complying with its obligations under the terms of the Contract in full and/or in time, due to unforeseen circumstances, or to causes beyond Fujitsu's reasonable control. In such cases Fujitsu may defer delivery for a period equal to the delay caused by such contingency. Examples of such causes, without limitation, are Force Majeure, embargoes, molest, administrative measures, fire, water damage, accidents, interruptions of the energy supply, or shortage of transportation, fuel, labor or materials, overdue delivery of the Products purchased, the raw materials and/or resources required for it, both within Fujitsu's business as well as within the business of third parties from whom Fujitsu must obtain the Products and/or the necessary materials and/or raw materials in whole or in part and furthermore as a result of any other causes which are beyond Fujitsu's risk and responsibility.

Delays in delivery for any reason whatsoever, shall not entitle Buyer to suspend the execution of any of its obligations in respect of Fujitsu and/or to terminate the Contract.

10. DAMAGE, SHORTAGE OR NON-RECEIPT

As a condition precedent of any liability to which Fujitsu might otherwise be subject, the following requirements (where appropriate) must be met:

A. damage is reported on the carrier's way bill, failing that, the way bill is signed "contents unexamined" and the damage reported to the carrier and to Fujitsu (if Fujitsu is not the carrier) within 3 days;

B. claims for shortage are made within 14 days of delivery of the Products to Buyer;

C. non-receipt is notified to Fujitsu in writing within 14 days of invoice date.

Fujitsu shall investigate a complaint to establish whether or not it is founded. To this end, Buyer shall permit Fujitsu's representatives to investigate the relevant Products at Buyer's offices or business premises.

Fujitsu shall decide whether the complaint is founded on the basis of that investigation and, if it decides that is the case, Buyer shall return the Products and Fujitsu shall take receipt of them and replace them for its own account as soon as possible, or, if Buyer should desire this, Fujitsu shall grant Buyer a reasonable discount.

If Buyer should contest Fujitsu's decision whether or not a complaint is founded, the Parties shall appoint an expert by joint consent, whose decision shall be binding on the Parties. Any costs incurred in respect of the expert shall be for account of the Party who is judged to be in the wrong.

If complaints are not submitted within the prescribed period or are not properly reported, the Products supplied shall be considered to have complied with the Contract. The submission of a complaint shall under no circumstances discharge Buyer of its payment obligations in respect of Fujitsu.

A return shipment must be made carriage paid and shall be accepted by Fujitsu only if it is accompanied by a Material Return Authorization issued by Fujitsu.

11. SPECIFICATION, END OF LIFE

Fujitsu follows a policy of continuous development and improvement and therefore it reserves the right to alter the design or specification of any product. Fujitsu will inform Buyer about any such changes by means of a Product Change Notification before actual implementation.

Should Fujitsu decide to stop the production of any product, it will inform Buyer with a minimum lead time of one year.

12. WARRANTY

Fujitsu products are intended for general use in personal, household and office environments, in buildings and for ordinary use in the industry.

They are not intended to be used in applications where extremely high safety is required, such as, but not limited to, applications in nuclear facilities, in aircraft automatic flight control, in air traffic control, in mass transit system control, in missile launch systems, in weapon systems, in medical equipment for life support or any application involving a direct serious risk of physical injury or death. Fujitsu warrants that its Products, if properly used and serviced, will conform to their specification and will be free from defects in material and workmanship for twelve months from delivery.

The implied warranties of merchantability and fitness for a particular purpose and all other warranties, representations and conditions, express or implied by statute, trade usage or otherwise, except as set forth in this warranty, are excluded and shall not apply to the Products delivered.

Fujitsu neither assumes nor authorizes any other person to assume any other liabilities in connection with the sale or use of any Product.

Any use of the Products should only be made after appropriate examination and/or testing.

If any Product fails to conform to the above warranty, Fujitsu's sole and exclusive liability shall be, at Fujitsu's option, to repair, replace or credit Buyer's account with an amount equal to the price paid for any such Product returned by Buyer during the warranty period, provided that:

A. Buyer notifies Fujitsu in writing that such Product failed to conform and furnishes a detailed explanation of any alleged deficiency;

B. such Product is returned to Fujitsu at Buyer's expense; and

C. Fujitsu is satisfied that the claimed deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, repair and/or improper testing.

If such Product fails to conform to its specification, Fujitsu shall reimburse Buyer for the transportation charges paid by Buyer.

Fujitsu shall have a reasonable time to make repairs or to replace deficient Products. If Fujitsu fails to do so, Buyer shall have the right to demand that Fujitsu refund the purchase price for such Product and such right of Buyer constitutes Buyer's sole remedy for Fujitsu's failure to perform its repair or replacement obligation.

13. LIMITATION OF LIABILITY

A. To the extent permitted by law, no warranty, condition or other stipulation, express or implied, statutory or otherwise, shall apply to any Contract with Buyer unless and except to the extent expressly contained in these Terms and Conditions.

B. Fujitsu shall in no circumstances be liable for any consequential loss whatever, however caused, including (but without limitation) business interruption and/or loss of profits be it for Buyer or any third party. Buyer should insure accordingly.

C. Any liability to which Fujitsu might become subject (other than in respect of death or personal injury resulting from the negligence of Fujitsu, its servants or agents), shall, where such liability arises out of repair or maintenance executed in whatever circumstances by or on behalf of Fujitsu, be limited to the cost replacing the Products the subject of such repair or maintenance.

D. Notwithstanding any other provisions of these Terms and Conditions, Fujitsu will indemnify Buyer against direct damage to property occurring while Fujitsu is working on site to the extent that damage is caused by the negligence of Fujitsu, its servants or agents, provided that this indemnity shall extend only to the cost of making good such damage and provided that the total liability of Fujitsu for any one occurrence shall not exceed EUR 10,000,-, (ten thousand euro) or (whichever is the lower) the sum which is payable by Buyer to Fujitsu in pursuance of the relevant Contract.

14. INFRINGEMENT OF INDUSTRIAL PROPERTY RIGHTS

Fujitsu will indemnify Buyer against any claim which may be made against Buyer on the basis that the sale or use of the Products should infringe an industrial property right of a third party provided however, that the obligation to indemnify shall only exist if:

A. Buyer notifies Fujitsu promptly and in writing of any claim asserted against Buyer in or out of court;

B. The defense against such claim is carried out in agreement with Fujitsu and, if Fujitsu desires (upon a corresponding request of Fujitsu) by a lawyer selected by Fujitsu;

C. A settlement, if any, is only entered into with the prior written consent of Fujitsu and if

D. The Buyer does not prejudice the defense against such claim by his acts or omissions.

If Buyer should be prevented by a final court decision by reason of an infringement of an industrial property right from selling or using the Products, Fujitsu shall refund Buyer the purchase price of those Products which are subject to the injunction.

15. COPYRIGHT

Copyright in all Products and documents (including Fujitsu's company logo, drawings, specifications and manuals) furnished to Buyer shall at all times remain vested in Fujitsu, and neither they or their contents shall be used for any purpose other than that for which they were furnished without the express written consent of Fujitsu.

16. NON-WAIVER OF DEFAULT

Fujitsu's failure to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of its rights as set forth herein, at law or in equity, or a waiver by Fujitsu of any other provisions or prior, concurrent or subsequent default by Buyer in the performance of or compliance with any of the Terms and Conditions set forth herein.

17. TERMINATION OF CONTRACTS

If Buyer shall be in breach of or fail to fulfill any provision of any Contract with Fujitsu, or suffer distress or execution, or commit an act of bankruptcy, make an arrangement with creditors, or go into liquidation (except for amalgamation or reconstruction), or have a receiver appointed, Fujitsu may (without prejudice to any other claim or remedy) forthwith suspend performance of, or terminate, such Contract by written notice and shall be entitled to payment for Products already delivered and work in progress.

18. NOTICES

Any notice to be given by either Party to the other hereunder may (without prejudice to the use of any other method) be given by being sent by pre-paid first class letter addressed to the other Party at its registered office, or other last known relevant place of business, and any notice so sent shall be deemed to have been properly and effectively given upon the expiration of 48 hours after it shall have been posted.

19. FORCE MAJEURE

In the event of force majeure, Fujitsu shall be authorized, at its discretion, to cancel the Contract or to suspend delivery until the point at which the force majeure has ceased to exist, in which event Buyer shall not be able to claim any compensation from Fujitsu.

A Party shall at any rate be considered to be subject to force majeure if, after concluding a Contract, it is prevented from making preparations for or complying with any of its obligations as a result of (civil) war, war damage, riots, risk of war, water damage, flooding, strikes, lockouts, import or export restrictions, government measures, defective machinery, breakdowns in the energy supply, overdue delivery of piece parts, raw materials or resources required therefor, both within Party's business as well as within the business of its suppliers and in the case of storage or during transportation, and furthermore as a result of any other causes which are beyond Party's risk and responsibility.

20. INVALIDITY OF PROVISIONS

The invalidity of one or several provisions shall not affect the validity of any remaining provisions.

The parties shall be obliged to substitute the invalid provisions retroactively by a valid provision, which from an economic point of view comes as close as possible to the purpose intended by the invalid provision.

21. MISCELLANEOUS

Provisions that, due to their nature, are intended to remain applicable after the end of the Contract shall survive the termination of the Contract.

Any variation of or addition to the Contract and/or the Terms and Conditions shall only be of any force or effect if reflected in writing and signed by or on behalf of the Parties and expressed to amend the Contract and/or the Terms and Conditions.

Fujitsu is entitled to assign, cede or transfer or otherwise dispose of any of its rights and obligations under the Contract to Third Parties, provided that Fujitsu shall give the Buyer prompt written notice of such assignment, cession, transfer or disposal.

Nothing in the Contract shall be deemed to create any joint venture, partnership or principal and agent relationship between the Parties

22. DISPUTES, APPLICABLE LAW AND COMPETENT COURT

The Contract with Buyer shall be governed exclusively by the law of The Netherlands. Any applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention or CISG) is hereby excluded.

Any dispute shall be adjudicated exclusively by the competent court in The Netherlands, even if Buyer is resident outside The Netherlands and if the provisions of any treaty or convention should stipulate the competence of a court outside The Netherlands.

Fujitsu however reserves the right to have a dispute with an opposite party domiciled or resident outside The Netherlands adjudicated by a competent court outside The Netherlands.