

General Terms and Conditions of Purchase (GTCP)

of miunske electronic GmbH (hereinafter referred to as „miunske“)

1 General - scope of application

- 1.1 The Terms and Conditions of Purchase of miunske (GTCP) apply exclusively. Any terms and conditions of the Supplier that conflict with or differ from these GTCP are not accepted, unless miunske has expressly agreed in writing to their application. These GTCP shall also apply even if miunske unconditionally accepts the delivery of the Supplier whilst being aware of conditions which vary from or conflict with these GTCP.
- 1.2 All agreements concluded between miunske and the Supplier for the purpose of performance of a contract shall be recorded in writing in the contract.
- 1.3 These GTCP of miunske apply only to Business Customers as defined in § 14 (1) of the German Civil Code (BGB), legal entities under public law or to special funds under public law.

2 Further applicable provisions

- 2.1 Supplier shall comply with the applicable accident prevention rules and shall in particular consider the requirements set out in § 5 of Workplace Guidelines for Health and Safety in the Workplace (BGV A1) issued by the German employer's liability insurance association (Berufsgenossenschaftliche Vorschrift für Sicherheit und Gesundheit bei der Arbeit, BGV A1) during the performance of the order.
- 2.2 The Code of Behaviour of miunske is part of these GTCP.
- 2.3 Supplier shall ensure that all items delivered comply with the 'Regulation (EC) No. 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)'. Supplier shall inform miunske immediately if - for any reason - items delivered to miunske contain a substance included in the candidate list according to article 59 sections (1) and (10) of the REACH-Regulation. This duty shall apply in particular in case of any expansion or extension of the candidate list.
- 2.4 Supplier shall further ensure, that all items delivered comply with the regulations of the 'Directive 2011/65/EU ... on the restriction of the use of certain hazardous substances in electrical and electronic equipment' (RoHS) in the latest version.
- 2.5 Supplier undertakes to inform miunske prior to any delivery in accordance with its best knowledge and belief, if, on the basis of a review of his supply chain and by means of comprehensible evidence, Supplier has grounds to believe that items or materials delivered to miunske contain 'conflict minerals' according to the definition contained in 'Dodd-Frank Wall Street Reform and Consumer Protection Act' (raw materials used for the production of tantalum, tin, gold and tungsten from crisis regions in Africa). Supplier shall inform miunske in this case which specific conflict minerals are involved and which products are affected. If conflict minerals are used, measures shall be initiated immediately and completed in due time to replace the conflict minerals by unobjectionable raw materials, provided this is possible and reasonable for the Supplier.

3 Inquiries and orders

- 3.1 Supplier shall confirm or reject incoming orders in writing immediately upon receipt.
- 3.2 With regard to documents provided by miunske (illustrations, drawings, calculations etc.) miunske retains all ownership rights and copyrights. Such documents must not be made accessible to third parties without miunske's express, written approval. The documents shall be exclusively used to process the inquiry or order and must be returned to miunske without request after complete execution of the order. They are to be kept secret from third parties, the provisions of section 10.4 apply additionally.

4 Prices - terms of payment

- 4.1 The price stated in the order is binding. Where no written agreement to the contrary exists, the price shall include the cost of delivery and transport to the delivery address specified in the order, as well as the packaging costs. The return of packaging material needs to be agreed separately.
- 4.2 The statutory value-added tax (VAT) shall be stated separately. The provisions of § 14 German Turnover Tax Act (UStG) on mandatory details of invoices shall be observed.
- 4.3 All documents relevant for order processing (order confirmations, delivery notes, invoices etc.) must include the following details: miunske order number, miunske article number, delivery quantity and miunske delivery address. Should one or more of these details be missing and processing is delayed for this reason by miunske in its normal business operations, the payment periods mentioned in section 4.4 are extended by the period of the delay.
- 4.4 Unless otherwise agreed in writing, miunske is entitled to pay the purchase price within 14 days after delivery and receipt of invoice, applying a 2% discount, or within 30 days after receipt of invoice, net.

5 Delivery time

- 5.1 The delivery time contained in the order shall be binding.
- 5.2 The supplier undertakes to notify miunske immediately in writing if circumstances occur or become apparent which prevent him from complying with the set delivery time.
- 5.3 In the event of delay in delivery miunske shall be entitled to statutory claims. In particular miunske is entitled, after fruitless expiration of a grace period, to claim for damages instead of the performance and to withdraw from the contract. If miunske demands compensation for damages, the Supplier has the right to prove that he is not responsible for the breach of duty.

6 Transfer of risk - documents

- 6.1 If no other agreement has been made in writing, delivery shall be effected carriage paid to the delivery address stated in the order. If the delivery address has not been stated and nothing else has been agreed, the delivery must be made to miunske's place of business in Großpostwitz, Germany. The respective place of destination is deemed to be the place of performance as well (obligation that Supplier has to perform at miunske's place of business or the address agreed otherwise).
- 6.2 The supplier shall state the complete miunske order number on all consignment documents and delivery notes. Miunske is not to be held responsible for processing delays if the Supplier fails to comply with this obligation.

7 Inspections for defects - liability for defects

- 7.1 Miunske is obligated to examine the goods for any deviations in quality and quantity within a reasonable period of time. A complaint will be considered made in due time if it is received by the Supplier within a period of five working days after receipt of the goods or, in case of hidden defects, after these are detected. In the event of company holidays the complaint period is extended by the duration of such shutdown.
- 7.2 Miunske is entitled to the statutory defect claims without restriction. In any case miunske is entitled at its sole discretion either to demand elimination of the defect or replacement supply of a new item. The right to claim for damages, particularly for damages instead of performance of the service is expressly reserved.
- 7.3 Miunske shall have the right to rectify the defects at Supplier's costs if there is risk in delay or there is special urgency.
- 7.4 The limitation period for any claims arising from defects shall be 36 months from the transfer of risk.

8 Product liability - indemnification - liability insurance

- 8.1 Insofar as the Supplier is responsible for a product defect, he is obligated to indemnify miunske against third-party claims for damages upon first request if the cause is to be found in Supplier's range of control and organisation and if the Supplier is liable in relation to third parties.
- 8.2 In the scope of his liability for claims as defined in section 8.1, the Supplier shall refund miunske any expenses as defined in §§ 683, 670 BGB German civil code (BGB) and §§ 830, 840, 426 BGB German civil code (BGB), which incur through or in context with any recall action initiated by miunske. Miunske will inform the Supplier - to the extent such is possible and reasonable - about the content and scope of the recall action and will give him the opportunity to comment. This shall not adversely affect any other statutory claims.
- 8.3 The Supplier undertakes to take out a product liability insurance with a flat rate sum insured of at least 10 million € per personal injury/ property damage. Should miunske be entitled to more extensive claims for damages, such claims shall remain unaffected.

9 Industrial property rights

- 9.1 The Supplier warrants pursuant to section 9.2 that the goods or materials supplied infringe no third-party industrial property rights in countries of the European Union or other countries, in which the goods or materials are produced by the Supplier or on behalf of the Supplier.
- 9.2 Should any claims be put forward against miunske by third parties for violation of industrial property rights as stated in section 9.1, the Supplier shall indemnify miunske against these claims and shall reimburse miunske for all necessary expenses in connection with the assertion of such claims. Such entitlement shall not apply insofar as the Supplier provides evidence that he is not responsible for the infringement of industrial property rights and that he has not been obliged to be aware of such infringement when acting with due commercial care at the time of delivery.
- 9.3 Any further statutory claims of miunske against Supplier based on defects of title remain unaffected.
- 9.4 The limitation period for any claims of miunske against the Supplier in connection with infringements of industrial property rights shall be five years from the date of full performance of the contract.

10 Retention of title - provision of materials - tools - obligation to maintain secrecy

- 10.1 Miunske retains ownership of all substances and materials (e.g. finished and semi-finished products), templates, samples and other items provided to Supplier for production (reserved goods). Processing or conversion by the Supplier is done for miunske. In case the reserved goods of miunske are processed with items on which miunske has no ownership rights, miunske acquires joint ownership rights in the new item in proportion of the value of the item of miunske (purchase price plus VAT) to the other processed items at the time they are processed. Such items must - as long as they are not processed - be stored separately and insured to the usual extent against destruction and loss at the Supplier's cost
- 10.2 If a reserved good provided by miunske is intermixed inseparably with other items not belonging to miunske, miunske shall acquire joint ownership of the new article in proportion to the value of the reserved good (purchase price plus VAT) to the other intermixed items at the time of intermixture. If the intermixture is performed in such a way that the Supplier's article must be regarded as the main article, it is agreed that the Supplier hereby transfers pro rata joint ownership to miunske. Supplier shall keep safe the sole ownership or joint ownership on behalf of miunske.
- 10.3 Tools provided to Supplier remain property of miunske. The supplier is obligated to use the tools exclusively for the production of the items ordered by miunske. The supplier shall insure tools of miunske against fire, water and theft at reinstatement value at his own expense. At

the same time, the Supplier already now assigns all claims for compensation from this insurance to miunske. Miunske hereby accepts such assignment. With regard to the tools provided the supplier is obligated to have any required maintenance work and inspections as well as all repair and service work done in due time at his own expense. The supplier shall immediately notify miunske about any defects. Should he culpably fail to do such, this shall not adversely affect any claims for damages of miunske.

- 10.4 The Supplier must keep all depictions, drawings, calculations and other records and information provided to him by miunske strictly confidential. They may be disclosed to third parties only with the explicit written approval by miunske. This obligation to maintain secrecy is also in effect after expiration of this agreement. The obligation ceases if and to the extent the manufacturing know-how incorporated in the provided depictions, drawings, calculations and other records becomes general knowledge.
- 10.5 To the extent the collateral rights of miunske as defined in section 10.1 and/ or 10.2 exceed the purchase price of all reserved goods of miunske not yet paid by more than 10 %, miunske shall, upon request by the Supplier, release the collateral rights at miunske's discretion.

11 Place of jurisdiction - place of performance

- 11.1 If the Supplier is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business ("Kaufmann" within the meaning of § 1 (1) of the German Commercial Code, HGB) or is a legal entity or special fund organized under public law or has no general place of jurisdiction in the Federal Republic of Germany the courts in Bautzen, Germany shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract. In all other cases, miunske or the Supplier may file suit before any court of competent jurisdiction under applicable law. Mandatory legal provisions concerning the exclusive place of jurisdiction for disputes shall not be affected by this provision.
- 11.2 Unless otherwise provided in the order, the registered office of miunske shall be the place of performance.
- 11.3 The relationship between the parties to the Agreement shall be governed exclusively by the law of the Federal Republic of Germany, under exclusion of German International Private Law. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

12 Final provisions

If a provision of these GTCP or a provision within the framework of other agreements is or becomes invalid, the validity of the remaining provisions or agreements will not be affected thereby.

miunske electronic GmbH
Oberlausitzer Straße 28
02692 Großpostwitz
GERMANY