

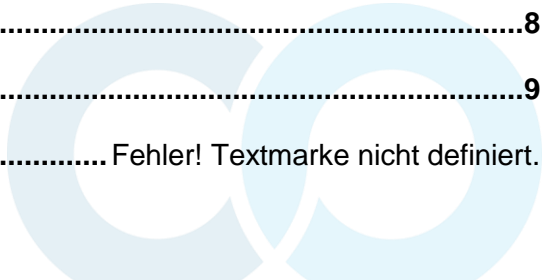
# BECOM General Terms and Conditions of Purchasing and Ordering

BECOM Electronics GmbH

## GENERAL TERMS AND CONDITIONS OF PURCHASING AND ORDERING

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## **BECOM General Terms and Conditions of Purchasing and Ordering**

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### **1. Scope**

1.1 These General Terms and Conditions of Purchasing and Ordering apply to all orders (supplies and services) to BECOM and the companies affiliated to it within the meaning of Austrian Business Enterprise Code.

### **2. Award of contract**

2.1 On acceptance of an order and/or the performance of a delivery or service these Conditions of Purchase shall become a component of the contract. Amendments or additions to the order and/or delivery or service and verbal agreements shall apply only when they have been confirmed in writing by BECOM.

2.2 The transfer in whole or in part of assignments by the contractor (LIEF) requires the express prior approval of BECOM.

### **3. Order confirmation, LIEF General Terms and Conditions of Business**

3.1 BECOM must confirm the acceptance of the order without delay in writing. BECOM reserves the right to revoke the order placed, if the order confirmation is not received in proper and due form within a reasonable period and at the latest within one week of an order having been placed with BECOM.

3.2 If the order confirmation conflicts with the order, LIEF must draw attention to this clearly, indicating the respective divergence. BECOM is bound to a divergence only if BECOM has expressly consented to it in writing.

3.3 LIEF General Terms and Conditions of Business shall not apply, unless they have been approved in writing by BECOM. References made in any order from BECOM to LIEF tender documents do not imply any acknowledgement of LIEF terms and conditions.

3.4 Unless BECOM has given its special prior approval in writing, any Terms and Conditions of Business or contracts of LIEF or its sub-suppliers and subcontractors delivered with software products in paper or digital form shall not apply in particular if foreseen or contract-based behaviour is imposed therein on BECOM or third parties attributable to it (e.g. employees, consultants, customers of BECOM) or any registration of other cards delivered with the order are sent to LIEF.

### **4. Delivery period, contractual penalties**

4.1 The timeliness of deliveries is dependent on receipt at the place of destination specified by BECOM. The timeliness of deliveries with installation or assembly requirements, as well as of services, depends on their acceptance. In the event of identifiable delays in delivery LIEF must notify BECOM without delay and obtain a decision from BECOM relating thereto.

4.2 BECOM is entitled, irrespective of any default by LIEF and irrespective of the proof of a de facto loss, to charge a contractual penalty of 0.5% of the total order value per calendar day commence of the delay in the delivery or service, to a maximum of 10% of the total order value. BECOM reserves the right to demand compensation in damages for any damage exceeding the contractual penalties. In the event of a delay in delivery BECOM is entitled to withdraw from the contract, on the expiry of a reasonable subsequent period of notice. If a forward transaction has been agreed, the requirement of setting a subsequent period of notice shall cease to apply. This shall also apply, where a delayed part delivery has previously been unconditionally accepted by BECOM.

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4.3 BECOM reserves the right in the event of delay by LIEF and irrespective of any default by the latter immediately to implement a substitute performance, whereby LIEF shall be obliged to bear the extra costs incurred thereby.

4.4 In the event of premature delivery BECOM reserves the right to charge to LIEF the extra costs arising therefrom, such as storage and insurance costs and also to make payment in accordance with the agreed delivery deadline.

### **5. Shipping, delivery, passing of risk**

5.1 In the case of delivery with installation or assembly and in the case of services risk passes on acceptance, in the case of deliveries without installation or assembly on receipt at the place of destination. This passing of the risk applies irrespective of the agreed commercial terms (Incoterms).

5.2 As a matter of principle the costs of delivery and shipping are borne by the supplier. If it has been agreed by way of derogation that BECOM shall accept the transport risk, such as in the case of delivery ex works, the supplier is obliged to safeguard BECOM's interests with the care and due diligence of a prudent businessperson and where necessary immediately to assert all claims for compensation for loss, reduction in price or damage to the goods and the like and on our request to assign these claims, irrespective of the supplier's liability, without delay to us.

5.3 All specifications stipulated by BECOM with respect to the mode of transport, shipper and shipping provisions must be complied with unconditionally. Extra costs for compliance by the supplier with any requirements for expedited shipping shall also be borne by LIEF. In the case of the absence of an agreement on payment instruments (e.g. letters of credit) or if the agreement on payment instruments is incomplete, in the case of insufficient shipping documents, in particular in the case of the absence of order details to be reported, BECOM reserves the right to refuse acceptance at LIEF's costs and risk.

5.4 All shipments must be accompanied by a delivery note with accurate details of contents, complete order codes and where applicable, all the details required relating to export licence regulations (e.g. Export Control Classification Number (ECCN)), export list number pursuant to the EC Dual Use Regulation or national law (AL No.), HS code and entitlement to preferential treatment (e.g. movement certificate, declaration of origin, country of origin (country code)), preferential country of origin. If the delivery is intra-Community, LIEF must in addition supply the data required for the labour statistics (Intrastat), in particular it must state the 8-figure CN code, the net weight and the country of origin for each invoiced item.

5.5 Any retention of title by LIEF, of any kind whatsoever, shall not apply

5.6 Insofar as the price is understood as "exclusive of packaging", this must be calculated at cost prices and shown separately. In the absence of a specific agreement the value of LIEF packaging, which is re-usable and has been returned by BECOM, must be credited. All losses incurred by virtue of inappropriate packaging shall be borne by LIEF. In the case of the delivery of hazardous goods the relevant regulations, in particular the provisions on design and labelling of the packaging of the carrier material, must be complied with.

### **6. Suspension, cancellation**

6.1 BECOM reserves the right to request the suspension at any time of any further implementation of an order. In the case of suspension lasting more than three months LIEF must submit to BECOM a detailed report of the costs resulting, however, not including any lost profit. The supplier may require the reimbursement of proven costs solely when the delay exceeds three months.

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6.2 In the case of continuing obligations BECOM is granted the right to terminate the contract at any time, provided that a notice period of 14 days is observed. In such a case LIEF is entitled to invoice only those costs demonstrably incurred up to the day of the termination, to the exclusion of lost profit. Benefits, which are achievable or have been achieved by LIEF must also be taken into account in the process. On declaration of the withdrawal LIEF is obliged to make every endeavour to minimise costs and/or losses.

### **7. Invoicing, assignment**

7.1 Unless otherwise agreed by the parties to the contract, the invoice, detailing all the order data, must be sent in two copies to BECOM within 7 days of delivery and/or the service performed in full. Invoice copies are to be marked as duplicates. The text of the invoice must be worded and the invoices must be itemised so that a comparison between the order and the invoice can easily be made. The order number and dates of order must be listed on the invoice. In the case of goods subject to an export licence the invoice must include all the identification markings required for that purpose.

7.2 BECOM reserves the right to return invoices unprocessed, which do not comply with their requirements, in particular with respect to order details or Value Added Tax regulations. In this case the invoice shall be deemed not to have been presented.

7.3 Unless the prior approval of BECOM has been obtained, LIEF may not assign receivables due to it from BECOM to third parties, pledge them or make them the object of legal transactions. LIEF is not entitled to set-off unless the counter-claim has been ascertained by the Court or has been acknowledged by BECOM.

### **8. Payment**

8.1 The period for payment begins from the moment the delivery or service has been accepted in full by BECOM and the invoice has been correctly issued and received. Insofar as LIEF is obliged to provide material tests, test reports, quality documentation or other documents, the delivery or service shall not be deemed complete until these documents have been received.

8.2 Unless otherwise agreed, payments shall be made at the option of BECOM within 30 days less 3% discount or 90 days net. Payment is deemed to be timely, if it is made in the invoicing cycle following the due date, which is always implemented on a Wednesday. Until defects are remedied BECOM may benefit from an interest-free guaranteed reserve of up to 10% of the order value. Payment does not imply acknowledgement of the correctness of the delivery or service nor any waiver of rights due to BECOM. The payment is deemed to be timely on completion of the bank transfer to the bank by BECOM, at the latest on the due date. The receiving bank's bank charges shall be borne by LIEF.

8.3 BECOM is entitled to amortise payment obligations against LIEF with receivables, which are due from it to companies affiliated within the same group as BECOM.

### **9. Acceptance, notice of defects, liability for defects, product liability, intellectual property rights, quality assurance, compliance**

9.1 The simple acceptance of deliveries or services, their temporary use or even payments made do not take effect either as an assumption nor as a waiver of rights due to BECOM. Delivery receipts for receipt of goods by BECOM are not statements by BECOM on the irrevocable acceptance of the goods delivered.

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9.2 Goods are accepted (acceptance) and checked for completeness and possible defects as part of the proper course of business. If during random sampling parts of the scope of delivery do not conform to BECOM requirements or properties and conditions customary in the trade, the whole delivery may be rejected. BECOM shall report defects detected to LIEF as quickly as possible. Any duty to give notice of defects exceeding this, however, does not exist.

9.3 LIEF warrants the use of the best original materials, which are fit for purpose and straight from the factory, expert design as per drawings, appropriate structure and faultless assembly. LIEF must provide a warranty for its supplies and services of three years from installation of the part supplied in the BECOM end product, at the most however for a period of 48 months from acceptance by BECOM. For the case of remedy of defects this period begins to run afresh. For hidden defects the duty to provide a warranty begins from the discovery of the defect by BECOM. The written assertion of a claim is sufficient to safeguard the time-limit.

9.4 LIEF's upstream suppliers are deemed vicarious agents of LIEF.

9.5 LIEF must immediately remedy all applicable defects at its costs at the option of BECOM ex PLACE OF DESTINATION or to supply new defect-free goods or services within a defined period. In every case BECOM is entitled to demand from LIEF compensation for damage. Investigation costs must be reimbursed to BECOM in every case where the investigation has discovered defects. In the case of particular urgency, for example to avoid delay on the part of BECOM or in the case of tardiness by LIEF in rectifying defects, BECOM reserves the right without prior notice and irrespective of its rights arising from the LIEF warranty to provide itself with goods or services elsewhere, the cost thereof to be borne by LIEF, or to rectify the defective goods or have the defective goods rectified at the cost of LIEF. The costs for such rectification of defects must be reimbursed to BECOM in full, if these would have resulted in higher costs than those for rectification by LIEF. All the aforesaid claims become time-barred at the earliest three years from notification of the defect.

9.6 LIEF must indemnify and hold BECOM harmless in any disputes arising from the supplies and services under patent, copyright, trademark and protection of registered design law and to warrant the unconditional use of the goods supplied. Irrespective of other obligations LIEF must indemnify and hold BECOM harmless for products supplied by LIEF with respect to product liability claims. In every case LIEF is obliged to reimburse to BECOM all costs, which accrue to BECOM from defending a claim or paying compensation. LIEF undertakes to retain adequate insurance against this risk and to submit appropriate evidence thereof to BECOM on request.

9.7 Plant constructed or products supplied by LIEF must comply with the statutory and governmental provisions current at any given time, must be fitted with the prescribed safety devices and comply with the safety instructions in force (in the case of systems or system parts in particular those in force at the site of deployment). At all times the state-of-the-art and the recognised rules of engineering current at any given time must be complied with. In particular the relevant EU Directives, the Electrical Engineering Act and all provisions based thereon (all provision as amended), together with the OVE and/or VDE regulations, technical Austrian standards, DIN standards, European standards and other regulations must be complied with. Plant, systems and products supplied by LIEF must be provided with CE markings in accordance with EU Directives and Austrian law. The relevant declaration of conformity with short descriptions and, where applicable, assembly instructions and installation instructions must be attached to the delivery. Otherwise LIEF must notify BECOM about modifications in materials, manufacturing processes and supplied parts and of changes in declarations of conformity.

9.8 BECOM reserves the right, where applicable, to request evidence of LIEF's quality assurance system and the documentation on quality control; this included the entitlement to undertake an audit on the LIEF company premises. LIEF shall reimburse to BECOM the costs of the audit, provided that a quality assurance system is found to be defective or the documentation on quality control is proven to be deficient.

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9.9 LIEF undertakes to comply with the laws of the legal system applicable at any given time. In particular it shall not engage, either actively or passively, in any form whatsoever of corruption, violation of the basic rights of its employees or child labour.

9.10 The supplier undertakes not to use "conflict minerals" and to guarantee disclosure pursuant to the Dodd Frank Act of the United States of America. This law relates to conflict minerals from the Democratic Republic of Congo and adjacent countries, known as "DRC countries". Currently tin, tantalum, wolfram and compounds of gold are concerned.

### **10. Service and replacement parts**

The supplier is informed that replacement parts obligations have been agreed with regard to the purchaser and its customers. The supplier together with its sub-suppliers must guarantee these obligations subsequent to the end of series production. These replacement parts obligations for production materials are regulated in the product-specific nomination letter, however for at least 15 months subsequent to the ending of series production.

### **11. Materials provided**

11.1 If material provisions are delivered directly to LIEF, the material delivered remains the property of BECOM. This must be stored, identified and managed free of charge. Transfers of material must be confirmed on request from BECOM. The material may be used solely for orders from BECOM. If reductions in value or losses are caused by LIEF or by any person under its responsibility, these losses must be reimbursed by LIEF. Any claims for compensation by LIEF on account of untimely provision and any rights of retention by LIEF are excluded.

### **12. Special provisions for hardware and software**

12.1 Unless otherwise agreed in the order, hardware and software are deemed to be a single unit.

12.2 If LIEF is required to supply software, which has not been individually developed for BECOM, LIEF grants to BECOM a transferable, non-exclusive right of use. This right of use is not limited in time, if the payment of a one-off amount has been agreed. On software developed individually for BECOM LIEF grants BECOM a transferable right of use for all kinds of use, unlimited in time. Unless otherwise agreed, the source code for the software must be supplied in the current version. LIEF shall undertake the installation of the software. After installation it shall surrender to BECOM a data storage device, which can be read on the BECOM system, with the source and machine codes, together with the associated documentation (contents and structure of the data storage device, program and data flow plans, test procedures, test programs, processing of errors, etc.). Together with this documentation the contractor must provide to BECOM prior to acceptance detailed, written user documentation in German and in sufficient number of copies.

12.3 Software generated individually for BECOM is deemed to have been accepted, when the software relating to the agreed product specification has run satisfactorily in cost-free trial operation for a minimum of four weeks without error messages. In case of doubt the aforesaid period begins in the first instance with productive use by BECOM or in the case of transfer to BECOM's end customers.

12.4 LIEF undertakes to provide free of charge within the warranty obligation all subsequent program versions, which contain updates. Furthermore, it undertakes to offer BECOM maintenance and software servicing for the software supplied for a minimum of 5 years from acceptance under conditions customary in the market. The remuneration for maintenance shall be reduced accordingly for the period of the warranty.

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12.5. BECOM requires to their suppliers of automotive product-related software, or automotive products with embedded software, to implement and maintain a process for software quality assurance for their products.

A software development assessment methodology shall be utilized to assess the supplier's software development process. Using prioritization based on risk and potential impact to the customer, BECOM requires the supplier to retain documented information of a software development capability self-assessment. Therefore, the LIEF undertakes, to perform the self-assessment within 12 month and forward the result to BECOM if requested.

### **13. Drawings, tools, auxiliary devices**

13.1 Insofar as required, drawings and technical calculations must be supplied by LIEF free of charge. Tools, moulds, samples, models, profiles, drawings, standards sheets, artwork and the like assigned to BECOM for the performance of the order remain the property of BECOM and in the same manner as objects manufactured thereafter, they may not be passed on to third parties or used for purposes other than the purposes under the contract without the written assent of BECOM. Title in tools, moulds and the like, which have been manufactured at the costs of BECOM, passes to BECOM on payment.

13.2 All these enclosures and devices by extension are to be marked in an appropriate manner as the property of BECOM and secured against unauthorised inspection or use and maintained or refreshed where applicable. They must be returned on the delivery or cancellation of the order. Subject to other rights BECOM may moreover require their surrender, if LIEF infringes its duties or if manufacturing difficulties arise. In every case any right of retention by LIEF is excluded.

### **14. Place of performance, applicable law, Court of jurisdiction, prosecution, partial invalidity**

14.1 Place of performance for supplies or services is the place of destination. The place of performance for payments is the registered office of BECOM.

14.2 Austrian law to the exclusion of the rules of the conflict of laws in international private law and to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is the law applicable to the present contract. The jurisdiction of the in rem Court for the district of Eisenstadt is agreed for all disputes arising from the present contract, including the issue of the valid date coming into force and of the pre- and post-contractual effect of this contract.

14.3 In the event that individual provisions of this contract are null or invalid, an admissible provision, which comes closest in law to the commercial purpose of the null or invalid provision, shall be deemed to have been agreed. The validity of the remaining provisions shall not be affected thereby.

### **15. Non-disclosure, data protection**

15.1 LIEF undertakes not to disclose the information, which has come to his knowledge about BECOM or the object of the order in connection with the order, unless it is already in the public domain or is known to it by another lawful means. Furthermore, LIEF undertakes to keep secret the results or partial results developed by it on behalf of BECOM and to use these solely for the performance of this contract.

15.2 The same shall apply to personal data concerning BECOM or third parties, information pursuant to § 38 Austrian Banking Act or § 48a Austrian Stock Exchange Act and the like, which has come to the knowledge of LIEF in connection with the order from BECOM. LIEF must protect all this

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information and these results from access by third parties, must comply with data secrecy pursuant to § 15 Austrian Data Protection Act and must similarly bind its members of staff concerned to appropriate non-disclosure.

### **16. Information, substance disclosure, waste disposal, packaging**

16.1 All transport, sales and service packaging for domestic deliveries to BECOM must be disposed of solely through Altstoff Recycling Austria AG (ARA AG). LIEF shall indemnify and hold BECOM harmless with respect to all costs, which may accrue to BECOM as a consequence of incorrect disposal or disposal through a collection and recycling system other than ARA AG.

16.2 The goods supplied must comply with Austrian, EU and international safety and environmental provisions and with the respective latest amendments of those provisions. Furthermore, LIEF must notify BECOM of the possibility of the accumulation of hazardous waste or old oils in the goods supplied by it and in particular the type of hazard or oil and must propose possible methods of disposal. In particular safety data sheets in electronic form must be sent.

### **17. Foreign trade data**

17.1 The supplier is obliged to notify us concerning any restriction related to the goods in the case of re-export of the goods supplied (goods, technologies, software) pursuant to Austrian, European and US American export and Customs provisions and the export and Customs provision of the countries of origin of the goods. For this purpose in its quotations and order confirmations the following information on the individual items must be specified as a minimum:

- the number on the EU Common Military List and the Dual Use List,
- for US goods the ECCN (Export Control Classification Number) pursuant to the US Export Administration Regulation (EAR),
- For US defence products (known as ITAR goods) the USML (United States Munitions List) category,
- Details on the non-preferential origin of goods (goods, technologies, software) and their components,

17.2 Details of goods, which have been manufactured on the basis of controlled US technology and/or which contain controlled US components. The supplier is further obliged to notify in writing on demand all further foreign trade data on the order by the aforesaid purchasers and without being requested, to notify the latter in writing of all amendments to the foregoing data.

17.3 The legally binding acceptance of re-export restrictions (e.g. relating to existing export licences or export licences granted and the re-export restrictions contained therein or by virtue of licence exceptions in accordance with the EAR) is restricted to goods, for which an export licence is required from the viewpoint of the supplier country (for the USA the EAR as amended applies), which shall moreover accordingly be identified in the delivery documents and for which the supplier shall bring this expressly to our attention in quotations and order confirmations.

17.4 Suppliers domiciled in the EU are obliged to forward to us within one calendar week of a related request the original copy of the (long-term and/or) supplier's declaration for goods with preferential origin properties pursuant to Regulation (EC) No. 1207/2001, as amended. If the supplier does not comply with this obligation or if its declaration does not comply with the legal provisions, it shall indemnify and hold us harmless from any possible resulting adverse consequences.



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### **18. Legal successor**

18.1 The purchaser is entitled to assign rights and duties arising from the contractual relationship with LIEF to another company in BECOM, provided that LIEF gives prior consent to this assignment. Such assignment does not confer any right of termination of contract on LIEF.

