

## General Terms and Conditions

as at 30.04.2018

### 1. General

#### 1/1.

Legal relations between Contrinex and the Purchaser in connection with the supply by Contrinex of goods and/or services (hereinafter referred to as "Supplies") shall be governed exclusively by these "General Terms and Conditions". The Purchaser's general terms and conditions shall only apply to the extent that Contrinex expressly consents to them in writing.

#### 1/2.

Unless previously agreed in writing, prices and services offered are not binding. A contract is concluded upon acceptance of an order by Contrinex ("order confirmation"), which may be conveyed by mail, fax or electronically and is valid with or without signature. The scope of Supplies due from Contrinex is defined exclusively by the order confirmation and its annexes.

#### 1/3.

Information contained in advertising brochures or advertising catalogues as well as illustrations are non-binding. Data contained in technical documents is only binding to the extent that these documents are attached to the order confirmation as an annex and that the data is, in addition, explicitly guaranteed as a feature. Such guarantee is valid only until the end of the warranty period.

#### 1/4.

Contrinex reserves the right to improve or modify products without prior notice to the Purchaser, provided that such improvement or modification shall not affect the Form, Fit or Function of the product. This applies particularly, but not exclusively, to modifications to ASICs, microcontrollers, and any other product or component, on condition that the product specifications remain the same or become better.

#### 1/5.

Tools and equipment are the sole property of Contrinex. This also applies to tools paid for by the Purchaser. After the last delivery of Supplies, Contrinex shall be entitled to deal with any tools as it sees fit.

#### 1/6.

Contrinex is entitled to transfer rights and duties under the contract to third parties.

### 2. Delivery

#### 2/1.

An agreed delivery period shall not commence until a written order confirmation exists, in which all technical and commercial aspects have been settled, and when all significant technical matters have been finally clarified, any purchaser-supplied parts have been provided in a proper and timely manner, and all official formalities such as import, export, transit and payment permits have been obtained and/or satisfied. Contrinex shall be entitled to effect partial delivery of Supplies and to deliver excess or short quantities up to 10%, but at least three pieces.

#### 2/2.

If a delay is not solely attributable to Contrinex, delivery periods shall be extended by an appropriate time, but at least by the duration of the delay. This shall apply particularly, but not exhaustively, (a) if Contrinex does not receive in due time the information, approvals and releases it needs for performance of the contract; (b) if the Purchaser or third parties mandated by the Purchaser is/are in arrears with work they must perform or with the performance of contractual duties, in particular if the Purchaser does not comply with the terms of payment; (c) if deliveries to Contrinex itself are late or incorrect.

#### 2/3.

Exceeding the delivery date shall not entitle the Purchaser to cancel the order. Any liability in connection with an exceeded delivery date shall be excluded.

### 3. Resale

#### 3/1.

Resellers are permitted to resell in the ordinary course of business, unless this right is revoked. Contrinex may revoke this right (a) if the Purchaser suspends payment, (b) if the Purchaser is in payment arrears, or (c) if after conclusion of the contract there is evidence of a deterioration in the financial position, or if after conclusion of the contract facts exist to support a belief that Contrinex's rights are jeopardized by a lack of performance. For goods to which Contrinex holds (joint) title, the Purchaser hereby assigns to Contrinex by way of security all claims arising from resale or from any other cause in law in the sum of the invoice value of the corresponding items supplied. On request, the Purchaser is obliged to provide Contrinex with written declarations of assignment. The Purchaser is revocably authorized to collect the assigned claims in their own name in the ordinary course of business. This collection authorization may be revoked for the same reasons as the right of resale in the ordinary course of business.

#### 3/2.

In the event of resale, the Purchaser undertakes to comply with the regulations listed in Clause 11. and to obligate the Purchaser's own customers accordingly. The Purchaser shall compensate Contrinex for all damages and costs resulting from any culpable non-compliance with obligations under this Clause 3.2 and to exempt us from any third-party claims raised against us in connection therewith.

### 4. Warranty

#### 4/1.

Contrinex shall warrant exclusively that Supplies are new and unused at the time of transfer of risk, that they meet Contrinex standards and any agreed technical specifications, and that during the warranty period the Supplies are free from defects due to defective components or faulty/inferior processing by Contrinex.

#### 4/2.

The warranty period is 24 (twenty-four) months from transfer of risk. Repair or replacement shall not prolong the original warranty period.

#### 4/3.

Contrinex grants no warranty and provides no assurances whatsoever (a) for software supplied by Contrinex; (b) for Supplies delivered by Contrinex but manufactured by third parties; (c) for defects not solely caused by Contrinex; (d) if (i) the deviation from agreed quality is insignificant or if a defect has only an insignificant effect on usability; or (ii) defects are due to natural wear and tear, unforeseeable events or damage after the transfer of risk, improper or negligent treatment, unusual physical strain or electronic load, excessive use, misuse, incorrect use, negligence, use with inappropriate accessories, improper assembly or packaging, surface-mounting not done by Contrinex, unsuitable foundations or particular external influences which are not explicitly stated in the contract, or if they are due to repairs or modifications made by any party other than Contrinex; or (iii) Supplies are modified by the Purchaser, the Purchaser's customers or end users after delivery by Contrinex, or if any warranty seals have been removed or altered by the Purchaser, the Purchaser's customers or end users; or (iv) any defect or damage is attributable to the Purchaser's faulty design of Supplies and/or any parts thereof, or attributable to work carried out in accordance with the Purchaser's requirements and specifications; (e) with respect to prototypes, pre-production parts or test samples; and (f) in the case of any defect or damage attributable to accessories, tools or test equipment that are the property of the Purchaser or provided by the Purchaser or manufactured or procured by Contrinex in accordance with the Purchaser's instructions; the responsibility for the dimensional accuracy and functionality of purchaser-supplied parts lies solely with the Purchaser. Any defects recognized by Contrinex will be notified to the Purchaser.

#### 4/4.

To the extent that Contrinex assumes sole responsibility for a defect in Supplies delivered, Contrinex shall at its own discretion and sole remedy provide warranty that an item delivered will be repaired or replaced, or that its price will be credited or refunded. Contrinex's liability and warranty with respect to any defect attributable to supplied components shall be limited to Contrinex's rights of recourse against the supplier. The Purchaser's rights of cancellation, rescission and termination shall be excluded.

#### 4/5.

In the event of an epidemic failure, the Parties shall work together to determine its cause, the number of Supplies affected and the action required. Epidemic failure in this sense refers to defects with the same root cause and which have occurred in more than 5% (five per cent) of Supplies over the preceding 6 (six) months, provided that the minimum quantity of Supplies affected by the same epidemic defect exceeds 3000 (three thousand) pieces within the warranty period. The total aggregate liability of Contrinex for epidemic failures shall not exceed the following: In the event of an epidemic failure, Contrinex warrants only that faulty Supplies will be repaired, replaced, credited or their price reimbursed at Contrinex's sole discretion. In the case of an epidemic failure, Contrinex's liability shall in all cases be limited to 3% (three percent) of the sales revenue achieved by Contrinex in the last 6 (six) months with the corresponding Supplies.

#### 4/6.

Rejected Supplies must be sent to Contrinex on request. If Supplies are replaced, exchanged Supplies shall become the property of Contrinex, unless Contrinex has renounced the transfer of ownership.

### 5. Transfer of risk

#### 5/1.

Risk shall transfer to the Purchaser on selection/provision of Supplies. If Contrinex has also undertaken installation, assembly or commissioning, the risk shall transfer to the Purchaser on delivery of Supplies to the place of installation or assembly.

#### 5/2.

If the dispatch, installation, assembly or commissioning of Supplies is delayed or omitted for reasons attributable to the Purchaser, the risk shall transfer to the Purchaser at the time when it would have transferred to the Purchaser if no delay had occurred.

#### 5/3.

Contrinex shall, on request and at the expense of the Purchaser, insure the delivery item against theft, breakage, and damage caused by transportation, fire or water, or against any other insurable risk.

## 6. Liability

**6/1.** Subject to mandatory legal regulations, including those explicitly indicated under Clause 4, all rights and claims - regardless of the legal grounds - of the Purchaser against Contrinex, its bodies, shareholders, employees, affiliated companies, representatives or vicarious agents, subcontractors, suppliers and appointees shall be excluded to the extent legally possible, particularly - but not exhaustively - claims for loss of production, damages for delay, loss of use, loss or damage to data or data storage media, costs of recovery of lost or damaged data, lost profits and other direct, indirect or consequential damages, even if the possibility of such damages has been expressly pointed out to Contrinex.

**6/2.** Any enforceable claims by the Purchaser, which are not already covered by generally applicable law, shall be limited to the equivalent of 5% (five percent) of the amount paid to Contrinex by the Purchaser over the preceding 6 (six) months for Supplies under the respective individual contract; however, these claims shall be limited to a value settled case-by-case by the parties and which is proportional to the liability insurance of Contrinex existing at the time of any asserted claims.

**6/3.** Subject to warranty regulations as per Clause 4/2, any claims by the Purchaser for damages shall become time-barred 24 (twenty-four) months after their origin. The same shall apply to claims by the Purchaser in connection with measures for damage prevention (e.g. product recalls).

**6/4.** The Parties shall inform each other immediately if they become aware that claims, proceedings or lawsuits involving both Parties have been initiated against one or both of them. The Parties undertake to support each other appropriately in mutual defense. In the event of direct claims by third parties against Contrinex, the Purchaser shall exempt Contrinex to the extent that the claim exceeds the agreed maximum thresholds for warranty or liability.

## 7. Force majeure

**7/1.** If Contrinex, due to an event of force majeure, is unable to render service within a reasonable time, both Parties have the right to rescind the contract in whole or in part. The same shall apply to any subsequent impossibility of contract performance, not attributable to Contrinex. No damages may be claimed for such rescission. If one Party intends to rescind the contract for the aforementioned reasons, it must inform the other Party without delay.

**7/2.** Contrinex shall be exempt from its obligation to deliver if, through no fault of its own, Contrinex has not been supplied in a correct and timely manner with goods it ordered to fulfil the contract.

**7/3.** In cases of force majeure, the force majeure clause of the International Chamber of Commerce (ICC), Paris (INCOTERMS) shall apply in the version valid at the time of conclusion of the contract.

## 8. Prices, modification of contract, terms of payment

**8/1.** Prices are ex works, excluding packaging and VAT in the respective amount due in law. All costs not expressly included in the price (e.g. for customs duties, export, transit, import and other authorizations as well as certifications) shall be borne by the Purchaser; at the request of Contrinex, the Purchaser shall provide a freely offsettable advance payment in the appropriate amount.

**8/2.** Contrinex shall be entitled to adapt prices and conditions to changed circumstances, in particular if (a) the Purchaser subsequently requests modifications or additions; (b) (i) the documents and information provided by the Purchaser are incomplete or (ii) do not correspond to actual circumstances; (c) the underlying conditions of pricing (in particular, currency parities or material prices) change substantially between the time of the offer and the agreed performance date.

**8/3.** Unless otherwise agreed, invoices from Contrinex shall be payable within 30 days. Payments are to be made to the bank account named by Contrinex, without deduction of out-of-pocket expenses, taxes, charges, fees, customs duties and the like, nor of any non-agreed cash discounts. Payments are deemed to have been made only when Contrinex can dispose of the amount without restriction.

**8/4.** If payment is not made by the due date, The Purchaser is automatically in default and Contrinex, without prejudice to further claims, shall be entitled (a) to charge interest from the due date at the rate of 8 (eight) percentage points above the relevant discount rate of the Swiss National Bank, but no more than the maximum allowed in law, or (b) to rescind the contract and claim damages.

**8/5.** In case of payment stoppage by the Purchaser or any application to open insolvency proceedings against the Purchaser, all Contrinex's claims against the Purchaser arising from the business relationship - including claims for damages - shall immediately become due. In such cases, the Purchaser shall also hereby irrevocably waive any objection based on a limitation period and Contrinex shall accept this waiver. In addition, Contrinex is entitled to terminate the business relationship at its own discretion in whole or in part without notice and to claim damages.

**8/6.** The Purchaser may only assert rights of offset, lien or retention in respect of uncontested or legally ascertained counterclaims.

**8/7.** Contrinex shall be entitled to claim compensation from the Purchaser for any costs in connection with the tracking of defects or malfunctions notified by the Purchaser, if they cannot be found or reproduced.

## 9. Inspection

The Purchaser agrees to inspect Supplies within a reasonable period of time from receipt and to notify Contrinex immediately in writing of any defects. If the Purchaser fails to do so, the Supplies - subject to any hidden defects - shall be deemed to have been approved as faultless.

## 10. Industrial property rights and copyrights

**10/1.** All intellectual property rights ("property rights") of Contrinex and/or third parties shall remain reserved. Upon request, documents, including all copies on whatever medium, must be returned to Contrinex immediately.

**10/2.** Deliveries that Contrinex makes according to information, sketches, drawings, samples, matrices or other documents provided by the Purchaser shall take place at the Purchaser's sole risk with regard to intellectual property rights (e.g. patent, design, trademark, semiconductor topography and copyrights). If third-party intellectual property rights are infringed by the execution of such deliveries, Contrinex shall not be liable for the infringement nor for any resulting claims by third parties and shall be authorized to stop execution of delivery without notice. The Purchaser shall bear any damages resulting from the infringement of third-party intellectual property rights and shall hold Contrinex completely harmless on first request.

## 11. Compliance with legislation

**11/1.** In case of the resale and/or other use of delivered goods, the Purchaser is obliged to ensure compliance with relevant statutory regulations, including but not limited to (a) German Foreign Trade Act (Deutsches Außenwirtschaftsgesetz - AWG), (b) German Foreign Trade Regulations (Deutsche Außenwirtschaftsverordnung - AWV), (c) EU Dual Use Directive (No. 428/2009), (d) US Export Administration Regulations (EAR) and (e) all current listings of embargoed or sanctioned countries and regions, as well as the currently valid versions of all other applicable international and local regulations - and in turn to commit its customers to the same procedure. The Purchaser shall be liable for all damages and costs that result for Contrinex from any non-compliance with legal provisions on the part of the Purchaser or its customers, as set out in this Section 11., and shall exempt Contrinex from any third-party claims resulting therefrom.

**11/2.** The Purchaser shall comply with all relevant anti-corruption legislation in connection with the Contract and Contrinex's business and shall immediately notify Contrinex in writing if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.

## 12. Changes and additions

Both parties are entitled to make changes, subject to the proviso that all changes to these "General Terms and Conditions" must be made in written form. Also, the requirement of written form itself can only be waived in writing.

## 13. Severability clause

If individual provisions of these "General Terms and Conditions" ultimately prove to be legally void or unenforceable for legal reasons, the validity of the rest of these "General Terms and Conditions" shall not be affected. In such a case the Parties shall reach an agreement which replaces the provision in question by such effective provision which in economic terms is equivalent to the original provision as far as possible and they shall submit to such provision.

## 14. Applicable laws – Place of jurisdiction

All agreements between the Parties shall be governed by Swiss law, without any reference to the conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The sole place of jurisdiction for any litigation directly or indirectly arising from this contract shall be Contrinex's place of business. However, Contrinex shall also be entitled to bring actions before a court seated at the Purchaser's place of business.